



# City Council and Successor Agency to the Brea Redevelopment Agency Agenda

**Tuesday, March 17, 2015**

5:00 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

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*Marty Simonoff, Mayor*

*Christine Marick, Mayor Pro Tem*

*Cecilia Hupp, Council Member*

*Glenn Parker, Council Member*

*Steven Vargas, Council Member*

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

### **Procedures for Addressing the Council**

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under **Matters from the Audience**. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

### **Special Accommodations**

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

### **Important Notice**

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

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**CLOSED SESSION**  
5:00 p.m. - Executive Conference Room  
Level Three

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**CALL TO ORDER / ROLL CALL - COUNCIL**

**1. Public Comment**

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

- 2. Conference with City's Labor Negotiator pursuant to Government Code §54957.6 regarding Brea Firefighters' Association and Brea Police Association, Terrie Stevens, Negotiator**
- 3. Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code §54956.9 (d)(4)**
- 4. Public Employee Performance Evaluation pursuant to Government Code §54957 - City Manager**

**STUDY SESSION**  
6:30 p.m. - Executive Conference Room  
Level Three

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**CALL TO ORDER / ROLL CALL - COUNCIL**

- 5. Public comment**
- 6. Clarify regular meeting topics**

**DISCUSSION ITEMS**

- 7. Final report from City Council Workshop**  
[Staff Report](#)
- 8. Lighting, Landscape and Maintenance Districts update**

**REPORTS**

- 9. Council Member reports**

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

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CITY COUNCIL - NEXT ORDINANCE NO. 1176 NEXT RESOLUTION NO. 2015-012

CITY / SUCCESSOR AGENCY - NEXT RESOLUTION NO. SA 2015-01

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**CALL TO ORDER / ROLL CALL - COUNCIL/AGENCY**

10. Pledge of Allegiance: Girl Scout Troops 172 and 2747
11. Invocation: Pastor Doug Green
12. Proclamation: Girl Scout Week - March 8 - 14, 2015
13. Report - Prior Study Session
14. Community Announcements
15. Matters from the Audience
16. Response to public inquiries - Mayor/City Manager

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

17. 2014 General Plan annual report - Accept public comment - Receive and file

[Staff Report](#)

[Memorandum](#)

[Attachment A](#)

[Attachment B](#)

[Attachment C](#)

[Attachment D](#)

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

**CITY COUNCIL - CONSENT**

18. March 3, 2015 CC SA Regular Meeting Minutes

[03-03-15 CC SA Minutes](#)

**19. March 6 and 13, 2015 City Warrant Registers**[03-06-15 CC Warrant Register](#)[03-13-15 CC Warrant Register](#)**20. Treasurer's Report for the City of Brea for period ended February 28, 2015 - Receive and file**[Staff Report](#)[Attachment A](#)**21. Comprehensive Annual Financial Report for Fiscal Year ended June 30, 2014 - No fiscal impact - Receive and file**[Staff Report](#)[CAFR](#)[Attachment A](#)[Attachment B](#)**22. Award bid and contract to W. E. Construction for \$316,380.00 plus 15 percent contingency from Fixed Asset Replacement Fund to comply with Americans with Disabilities Act requirements for City Council Chambers ADA Improvements, Capital Improvement Project 7910 - No General Fund impact - Adopt resolution**[Staff Report](#)[Resolution](#)**23. Request one-year extension with Orange County Transportation Authority for availability of grant funds for Brea Mall Bus Stop Improvement Project and Birch Street Traffic Signal Synchronization grant project for primary implementation from Fiscal Year 2014-15 to 2015-16 and maintenance and monitoring phases from Fiscal Year 2015-16 to 2016-17 - No General Fund impact**[Staff Report](#)

24. **Professional Services Agreements with Caltrop Corporation, CivilSource, Inc., GK and Associates, Griffin Structures, Inc., Onward Engineering, Project Dimensions, Inc., and Willdan Engineering not-to-exceed \$250,000 each from Gas Tax, Measure M, Proposition 42, Community Development Block Grant, Urban Run-off, Water, Sewer, Capital/Mitigation Improvements, Impact Fees, and federal and state grants to provide annual on-call construction management and inspection services for various capital improvement projects - No General Fund impact**

[Staff Report](#)

[Caltrop Corporation](#)

[CivilSource, Inc.](#)

[GK and Associates](#)

[Griffin Structures, Inc.](#)

[Onward Engineering](#)

[Project Dimensions, Inc.](#)

[Willdan Engineering](#)

#### **CITY / SUCCESSOR AGENCY - CONSENT**

25. **Treasurer's Report for the Successor Agency to the Brea Redevelopment Agency for period ended February 28, 2015 - Receive and file**

[Staff Report](#)

#### **ADMINISTRATIVE ANNOUNCEMENTS**

26. **City Manager**
27. **City Attorney**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

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



**City of Brea  
City Council Workshop  
Held February 9, 2015**

**February 16, 2015**

**Management  
Partners**



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## Workshop Report

“Put First Things First.”

Stephen Covey

The City of Brea held a workshop on February 9, 2015 in the Brea Museum in the City of Brea. The retreat was an opportunity for the City Council to strengthen the Council/staff team and for the Council and executive staff to discuss priority goals for the year.

Jan Perkins, Senior Partner with Management Partners, facilitated the workshop.

### ***Participants***

- Mayor Marty Simonoff
- Mayor Pro Tem Christine Marick
- Council Member Cecilia Hupp
- Council Member Glenn Parker
- Council Member Steven Vargas
- City Manager Tim O'Donnell
- Assistant City Manager Bill Gallardo
- Police Chief Jack Conklin
- Fire Chief Wolf Knabe
- Community Development Director David Crabtree
- Public Works Director Eric Nicoll
- Community Services Director Chris Emeterio
- Community Development Deputy Director Gabe Linares
- Public Works Deputy Director Chino Consunji



## ***Workshop Objectives and Preparation***

### **Objectives for the Workshop**

- Create shared understanding of Council and staff roles and of norms that help the Council and staff be successful
- Establish priorities for Council and staff focus during the coming year
- Strengthen teamwork

### **Agenda**

- Welcome by the Mayor
- Public comments
- Review today's agenda
- Discussion of roles and norms
- Discussion of factors that contribute to goal achievement
- Discussion of priorities
- Wrap up

### **Retreat Ground Rules**

At the start of the workshop, the facilitator suggested several ground rules to help the group have a successful workshop and achieve the results they intended to achieve through their time together.

- Seek consensus
- Everyone listens to each other, with respect and inquiry
- Everyone participates
- Disagree agreeably
- Focus on issues, not the person
- Assume good intent

### **Retreat Preparation**

To prepare for the retreat, facilitator Jan Perkins conducted individual interviews with each Council Member and held a meeting with the executive team. The purpose of these meetings was to obtain input that would help in creating an agenda for the workshop. Staff prepared information on the items identified by Council Members as their priorities for the year.

## **Roles**

The team discussed the roles of the Mayor, Council and City Manager. A summary of the discussion is shown below.

### *Mayor*

- Largely ceremonial role; no more than one vote; no more authority than other Council Members
- Facilitate effective meetings
- Provide for even treatment of all City Council Members
- City spokesperson; figurehead for events
- Help each of us be heard, engaged
- Control flow of discussion at meeting

### *Council*

- Serve as policy makers, not day-to-day managers
- Represent City, community
- Be prepared and up to speed
- Respond to community
- Regional representation
- Make clear when we respond as an individual, that we are not representing the City
- When receiving email, forward to City Manager or Assistant City Manager (sometimes it's better to talk to an individual sending an email, rather than forward it; check with Mayor or City Manager to see if Mayor or City Manager is already dealing with the issue)
- Respect staff's time constraints
- Treat staff with respect
- Authority over two people, the City Manager and City Attorney

### *City Manager*

- Accountability to Council
- Run day-to-day operations
- Hires/fires staff
- Implement Council policy and strategic plan
- Ensure accountability of the organization
- Provide a City presence
- Let Council know when City Manager will be out of the office and who is in charge
- Approval authority, but also share with Council what has been approved
- Present himself to the community in manner that reflects Council (vote/goals)

### **Norms**

The team identified several norms that will aid in their effectiveness in working together, as follows:

- Show mutual respect
- Trust each other
- Assume good intent
- Seek clarification
- Focus on the issue, not the person
- When debate is over and vote is taken, we move on
- Focus on the “now”

**Discussion about formality:** Some Council Members prefer greater formality in Council meetings, such as the use of titles. Others prefer the current informality. No determination was made to change from the current process.

**Discussion about communications with staff:** The team discussed a norm of communicating for informational purposes only to department heads, but not below, in addition to going to the City Manager for information. The Council may ask department heads for information, but may not direct staff time. The City Manager may adjust the request based on the amount of time that would be required to gather the information. Council Members are asked to copy the City Manager on all emails to staff.

## ***Factors Contributing to Goal Achievement***

Jan Perkins reviewed a partial list of City accomplishments that had been identified in her interviews with Council Members. Then, in small groups, the Council and staff identified the key factors that contributed to the accomplishments.

### ***The highlighted accomplishments included:***

- Getting through budget crisis
- Parks and amenities
- High level of City services through the downturn
- Maintaining quality staff who are pro-active
- Making progress on unfunded liabilities/OPEB
- Madrona project
- Dog Park
- War Memorial
- Track Project
- La Floresta Development
- Police and Fire collaborations
- Housing element
- Lost Redevelopment Agency, but still see quality development
- Workers compensation reductions

### ***Factors contributing to goal achievement:***

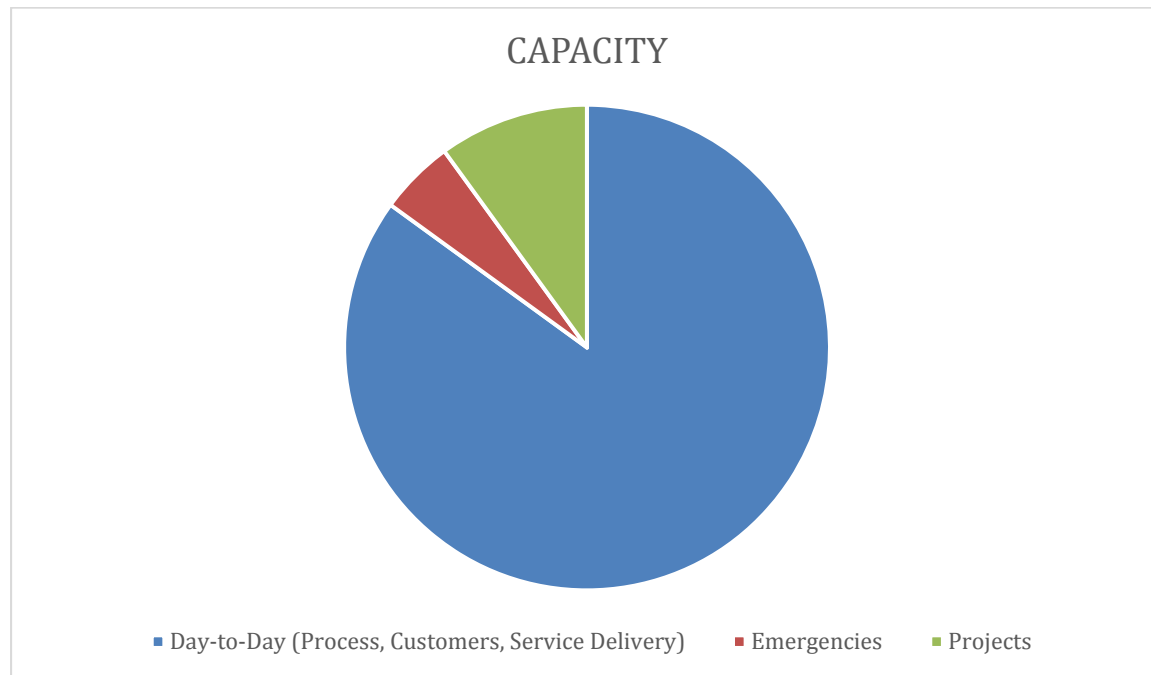
- Trust between Council and staff and support from both directions
- Communication between departments – not siloed; collaborations
- Even with fewer staff and a leaner organization, we still accomplished goals
- Resources
- Making tough choices and not ‘kicking the can down the road’ (budget cuts)
- Consistency of staff
- Guidance documents: investments in those have been helpful
- Willingness to adapt, move quickly
- Council makes decisions; staff works
- Partnership/engagement principles
- Consensus building

***Lessons learned and opportunities for improvement:***

- Community outreach could be better; we could try to engage people more –people with strong interests and different points of view
- Could do better in learning how to not over-react to a few individuals
- Disagree, but do so agreeably
- If process is fair, everyone may not be happy
- Empowerment is important

***Discussion of Priorities***

Prioritization is important because there is limited staff capacity. Many of the projects identified as priorities require time from a small group of staff at the executive and managerial levels. The following pie chart is a rough approximation of the capacity available for projects. The blue shows the day-to-day work that must be done on a regular basis. The red shows emergencies and unexpected work that comes up that must be addressed and cannot be deferred. The green shows the time available for projects. This is only to illustrate that the time available by staff to work on projects is limited.



## Priorities

The Council and staff first reviewed the status of items on the list of possible priorities shown on *Attachment A*. New items were added to the initial list. Additionally, a list of projects underway by staff was also created.

After discussion, Council Members were provided six red dots and three blue dots. The red dots were for top priority items and the blue dots were for secondary priority items. The projects emerging with three dots or more (combining red and blue dots) were:

- Continue on our path toward pension reform
- Address Measure T issues
- Explore regionalization and local control of police, fire and other services
- Economic development approach (post-RDA): this also included the following:
  - Design and finance parking garage in the Downtown
  - Evaluate ways to make Brea affordable for young people to live here
  - Affordable housing
  - Implement General Plan policies regarding housing element
- Quality of life issues: this also included the following:
  - Traffic
  - Special needs by age group
  - Proactive in homelessness issue
  - Expand programs for seniors
  - Explore a hydroponics project
- Community Facilities Districts

## Comments about Several Items

As the Council and staff discussed the list, the following comments were recorded:

- Succession planning: The future hiring of a new City Manager is important; Council would like to know about succession planning underway
- Measure T: City Attorney reported to Council on what is legal and can be implemented; this is tied to succession planning and ability to recruit; will be important to revisit Measure T and renegotiate changes; this is important to staff
- Increase reserves: City should continuously maintain reserve studies
- Explore regionalization and local control of police, fire and other services: JPA will return to Council for discussion/decision
- Expand programs for seniors: this has to do with volunteers, visitation, transportation and rental housing
- Evaluate ways to make Brea affordable for young people to live here: it is a continuing challenge, funding for affordable housing and policy issues
- Focus on openness and transparency: Need more discussions accessible to public (i.e. Study Sessions); space is limited now; explain more about why money comes out of different accounts
- Improve communication with school district: Council Members could reach out to school board; look at school performance data
- Ensure our processes result in partnerships with developers: determine how to alleviate negative perception of some developers about our processes

### ***Reporting Progress and Staying Focused on Priorities***

The City Manager commented about the goal setting process underway in advance of the budget and that the priorities created today will become part of that. He will provide quarterly progress reports that show timelines for each of the priorities. Additionally, the Council indicated they like the email updates on projects that are sent now, as that keeps them informed quickly.



## Attachment A – Priorities Worksheet

The items highlighted in **yellow** received three dots or more during the voting by Council members.

Suggested Priorities for the Year	Currently Underway Yes/No	Comments
1. Create effective Council working relationships (Council/Staff)	Yes	Council offsite workshop 2/9/15 could be beginning of regular “check-in” sessions
2. Continue succession planning throughout the organization (One blue dot)	Yes	Major part of the mission of the organization at all levels
3. Continue on our path for pension reform (Three red dots)	Yes	Subject to labor negotiations, we have moved Safety to 9% and Miscellaneous to 4.5% with plans to continue employee pension participation with all employee groups
4. Fund our pension liabilities (One blue and one red dot)	Yes	Discussed with Council on 2/3/15 the frameworks of evaluating paying down pension liabilities
5. Address Measure T issues (Three red dots)	No	
6. Increase reserves (One red dot)	Yes	Beginning reserves study as part of budget
7. Explore regionalization and local control of police, fire and other services (Three red dots)	Yes	Legal framework for JPA currently being drafted. Fire, Police, animal control, other functions being examined with regional partners
8. Design and finance parking garage in the downtown (Two red dots) (See item 22)	Yes	Staff working with BDOA on cost estimates of new structure
9. Continue construction of <i>Tracks at Brea</i> Project	Yes	Ongoing, staff seeking further grant opportunities, continuing efforts to free up bond dollars
10. <del>Resolve the clubhouse issue at the golf course</del>	Yes	<del>Council approved on 2/3/15</del>
11. Expand programs for seniors (Two red dots) (See item 22)	Yes	Following recession, reinstated programs including... “travel club” & Friday lunch program. Expanded health and wellness programs
12. Evaluate ways to make Brea affordable for young people to live here (One blue dot) (#21)	Yes	Ongoing efforts through implementation of General Plan Housing Element, Affordable Housing Inclusionary Ordinance

13. Create a Hydroponics project (One blue dot) (See item 22)	Yes	Preliminary research and fact finding currently underway
14. Continue customer service and service excellence	Yes	Ongoing efforts through performance review
15. Focus on openness and transparency (Two red dots)	Yes	Ongoing
16. Envision Brea Community Engagement	Yes	Council reviewed on 2/17, coming back for refinement
17. Improving communications with the BOUSD school board/Council (One blue dot)	Yes	City Manager and Superintendent meet every two weeks. District Business Manager meets with Development Team every month
18. Ensure our processes result in partnerships with developers	Yes	Reinforced through our communication commitments with development applicants assignment of point “Project Planner” for applicants and consistently emphasized with staff (i.e. mission statement for Community Development)
19. Evaluate potential for Lagos de Moreno Park improvements (One red dot)	Yes	BOUSD has taken the lead, City waiting for design and cost estimates
20. Advocate for W.C. Reform (One red dot)		
<b>Other Items Added by Councilmembers for Consideration as Possible Priorities</b>		
21. Economic Development approach post-RDA (also includes items 8, 12, 13A, 18A, 26) (Three red dots)		
22. Quality of life issues (one red and one blue dot) a. Traffic b. Special needs by age group (one blue dot) c. Proactive in homelessness issue (one red and one blue dot) Also includes items 11, 13		
23. Sphere of influence; annexations (one blue dot)		
24. Senior rental approach subsidy		

Other Projects Currently Underway by Staff	Yes	
1A) Water rates	Yes	
2A) Labor negotiations (one red dot)	Yes	
3A) 100 Year Celebration	Yes	
4A) Waste disposal agreements (one blue dot)	Yes	
5A) Joint use agreement with schools (one blue dot)	Yes	
6A) Municipal services JPA	Yes	
7A) City-wide technology enhancements	Yes	
8A) RDA bond proceeds (one blue and one red dot) (move to 21 above)	Yes	
9A) Water conservation	Yes	
10A) 57/Lambert interchange (one blue dot)	Yes	
11A) Maintaining facilities	Yes	
12A) Fracking	Yes	
13A) Affordable housing (move to 21 above)	Yes	
14A) Helping Placentia...	Yes	
15A) Community Facility Districts (three red dots)	Yes	
16A) Animal Control	Yes	
17A) Broad Rock odor	Yes	
18A) Implementing GP policies regarding housing element (one blue and one red dot)	Yes	
19A) Recruitment to fill vacancies	Yes	

**City of Brea**

**Agenda Item: 17**

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**COUNCIL COMMUNICATION**

**Date: March 17, 2015**

**To:** Honorable Mayor and City Council

**From:** City Manager

**Subject: GENERAL PLAN ANNUAL REPORT FOR 2014**

**RECOMMENDATION**

Receive report and public comment. Direct staff to transmit a copy of the report to the State Office of Planning and Research and Department of Housing and Community Development.

**BACKGROUND**

In 2003, Brea comprehensively updated its General Plan. Included with its adoption was an implementation program that identifies the community vision for the future and establishes the fundamental framework to guide future decision-making about development, resource management, public safety, public services, and general community well-being. State Government Code Section 65400 requires that an annual report be given to the legislative body on the status of implementing the goals of the General Plan. This report shall also cover the efforts made during the last year in implementing the programs of the Housing Element as well as actual building permit activity to show the progress made towards achieving our Regional Housing Needs Assessment (RHNA) allocation. Additionally, this information needs to be presented with a public comment opportunity before City Council. Staff has completed

this report and provides it for your consideration.

### **DISCUSSION**

The City continues to move forward in the implementation of the overarching Goals and Policies of the General Plan in 2014. Some of the key achievements include:

1. The total number of new residential units released for occupancy in Brea 2014 was 274 units. For comparison, Brea added 333 units in 2013, 93 units in 2012, 26 units in 2011, and 22 in 2010. Nearly all of the new 274 units (a mix of single-family dwellings, townhomes, and apartments) came from the final releases for dwelling units in two projects: Blackstone and La Floresta.
2. A long time goal for the City to improve a narrow strip of former County land along Imperial Highway was completed in 2014. The City acquired this site in 2010 and its enhancement has made for a great entry statement into the City of Brea. The Imperial Highway Greenbelt Project, located on the south side of Imperial Highway, 700 feet east of Valencia Avenue to the easterly City limit (about 1.9 acres), involved the construction of landscape improvements with landscape, irrigation, a 4-foot wide meandering trail, installation of bollards, lighting, and a City entry monument sign.
3. Tracks at Brea trail construction continues to be a priority of the City which has worked extensively with State and Federal agencies to integrate planning and funding of recreation and trail facilities and to implement related General Plan Goals and Policies. In addition to completing acquisition for The Tracks at

## **GENERAL PLAN ANNUAL REPORT FOR 2014**

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Brea in 2014, the City has received grants totaling nearly \$14,000,000 for the entire trail project. In 2014, Segment 3 – Phase 1 commenced construction and is anticipated to be completed in April 2015. This segment is located between Birch Street and Lambert Road from Brea Boulevard to State College Boulevard. This phase of the project consisted of soil remediation and rough grading and encompasses approximately 13 acres.

Further, our ongoing housing efforts, La Floresta and Blackstone development continue with building construction and occupancy for 2014 and served as a solid achievement following the 2012-2013 difficult economic years for housing.

For additional information on the specific progress made during the last year, please review the attached 2014 Annual Report.

### **FISCAL IMPACT**

The project has no impact on the General Fund.

### **SUMMARY**


The Brea General Plan continues to serve as an effective guide for the orderly growth and development of our community. City efforts to provide housing opportunities at all income levels are key to our future success. The 2014 Annual Report on the General Plan demonstrates the City's commitment to implement the goals and policies of this vision document.

Respectfully submitted,



Tim O'Donnell, City Manager

Prepared by:



Star Haro  
Assistant Planner

Concurrence:



Jennifer Lilley  
City Planner



David Crabtree  
Community Development Director

**ATTACHMENTS**

1. General Plan Annual Report for 2014



**CITY OF BREA**  
**Community Development**  
Building & Safety  
Economic Development  
Planning  
**MEMORANDUM**

**TO:** City Council  
**FROM:** Tim O'Donnell, City Manager  
**BY:** David Crabtree, Community Development Director  
**DATE:** March 17, 2015  
**SUBJECT: GENERAL PLAN ANNUAL PROGRESS REPORT FOR 2014**

In 2014, the City continued to implement the Goals and Policies that were identified in the comprehensive update to the General Plan adopted in August 2003. As required by Section 65400 of the California Government Code, the following is an annual report on the status of the plan and a report on Brea's progress in meeting our share of the Regional Housing Needs Assessment (RHNA) established through the Southern California Association of Governments (SCAG).

The Brea General Plan is organized into six sections identified as "chapters," each of which includes one of the state mandated elements of a General Plan, consistent with, and pursuant to, Section 65300 of the California Government Code. The following report is organized into the chapters from the General Plan. The first appendix of the General Plan, Appendix A: Implementation Guide (Attachment A) provides the overall direction and the specific Policies that are to be carried out to fulfill the City Council adopted Goals intended to be reached as a result of the General Plan Update. This appendix should be referenced for any specific information regarding Goals and Policies cited in this report.

Community Development

Land Use – The City of Brea updated their Housing Element and received certification of compliance with state law for the 2014-2021 time period. Brea remains committed to addressing its regional housing needs for all income levels and adopted several new policies and programs. New policies and programs include: to streamline the development process for affordable housing; incentives to encourage and facilitate housing affordable to lower income households; efforts to promote and explore multi-family development within mixed use and residential zones; as well as efforts to develop and adopt design guidelines for second units and multi-family development. Additional programs were added to encourage and prioritize sustainable housing projects, promote healthy communities, green building and energy conservation. Several of the programs have timeframe goals to achieve implementation during the first few years of the 2014-2021 housing cycle (see Attachment B – Housing Implementation Program Summary).



One item identified in the Housing Element is the increase in the senior population. As a result, Housing Program HE-22 has been included to address this growing population locally and regionally. The on-going effort to support a range of senior housing needs include:

- Senior Rental Subsidy program providing monthly rental subsidies for 60 “very low” income seniors;
- Engaging seniors via case managers and liaisons to better understand and plan for senior housing opportunities
- Providing resources for seniors (e.g. legal aid, mediators) which help with housing issues such as rent control and legal contracts.

Housing Program HE-2 calls rehabilitation and refinancing loans for rental properties. In 2014, the City assisted in the rehabilitation of 20 homes owned by low income residents through the Community Development Block Grant funding. The City also provided six loans to “moderate” homes through the Homebuyer’s Assistance Program (two of which were for “low income” families). This was a goal we achieved from the previous Housing Implementation Summary for the period 2008-2014.

In 2014, 274 new residential units were released for occupancy. In comparison, Brea added 333 units in 2013, 93 units in 2012, 26 units in 2011, and 22 in 2010. Nearly all of the new 274 units came from the final releases for dwelling units in two projects: Blackstone and La Floresta. The units are a mix of single-family dwellings, townhomes, and apartments. New permit activity includes the permitting of 156 units (see Attachment C – Annual Element Progress Report). This activity was related to La Floresta, Blackstone, Central Park Village (mixed-use project for 452 residential living units), and Ash Homes (infill multifamily project of 4 units). These residential projects are consistent with the General Plan elements and objectives by providing site opportunities for development of housing that responds to diverse community needs in terms of housing type, costs, and location, emphasizing locations near services and transit that promote walkability (Policy Goal HE 3.1). Housing Program HE-9 identified a goal to review and accommodate high density/mixed opportunity sites which could be considered for high density projects. The City is currently working with Hines Residential on two of these opportunity sites for a high density, multi-family project. Staff expects this project to move forward for entitlement in 2015.

*Circulation* – Goal CD-11 calls for the City to provide a safe and efficient circulation system that meets the needs of the community. This year, the City completed or began a number of Capital Improvement Projects (CIP) to implement this goal. Further, Goal CR-3.4 calls to create strategies to convert abandoned segments of the Union Pacific railroad right-of-way to additional recreational uses, including trail and/or greenways. The Tracks at Brea is a multi-year CIP project consisting of a four-mile, two-way, dual-tread trail along the former railroad right-of-way. A bikeway and a separate pedestrian footpath is intended to provide a future connector between Brea’s east and west sides. The Tracks specifically accomplishes and implements three goals/policies and implements the City’s goal under Policy CD-13 that the City is to provide for an extensive, integrated, and safe bicycle, hiking, and pedestrian network throughout the community, and make Brea a pedestrian-friendly community. The first completed segment of this project starts in Arovista Park on the south side of town and continues along the west edge of Downtown, behind the east parking structure, and is currently open for use. Construction began in 2014 for Segment 3, Phase 1, located in the former railroad property between Birch Street and Lambert Road from Brea Boulevard to State College Boulevard. This phase of the project consisted of soil remediation and rough grading and encompasses approximately 13 acres for this segment of trail construction. This portion makes up 0.8 miles of the trail and completion of construction is expected April 2015.

Brea's goal of linking a series of land segments into a unified public trail has remained focused and clear.

A long time goal for the City to improve a narrow strip of former County land along Imperial Highway was completed in 2014. The City acquired this site in 2010. The Imperial Highway Greenbelt Project, located on the south side of Imperial Highway from 700 feet east of Valencia Avenue to the easterly City limit (about 1.9 acres), involved the installation of landscape improvements with landscape, irrigation, a 4-foot wide meandering trail, bollards, lighting, and a City entry monument sign. Additional improvement CIP infrastructure related projects included the Valencia Avenue Landscaped Median Improvement Project. This project constructed the landscaped median on Valencia Avenue from Birch Street to Sandpiper Avenue.

*Infrastructure* – Policy CD-14.2 calls for the implementation of the City's Sewer Master Plan for replacement, maintenance, and improvement of sewer services. Three primary Sewer and Alley Projects 7307, 7622, 7623 commenced construction in 2014 and are on-going. One of the three projects was the alley and sewer improvement for the alley located on the east side of Brea Boulevard between Imperial Highway and Elm Street. This project replaced the sewer main with construction of new asphalt pavement for this alley. The second project was the sewer improvement in the alley located on the west side of Brea Boulevard between Imperial Highway and Date Street. Once completed, this project will replace the sewer line using the pipe bursting method to minimize impacts to residents. The third project will consist of drain line connection from the trash compactor in Parking Structure I off Walnut Avenue to the sewer main.

As specified in Policies CD-14.1, CD-14.2, and CD-14.4, new development proposals reviewed during 2014 included checking for consistency with water, power, and waste infrastructure. In addition, impact fees continued to be applied to new development to pay for needed infrastructure improvements. The City continued to participate in, and meet all requirements of, the Orange County Storm Water Management Plan (OCSWMP). Furthermore, storm water quality outreach and public education remains a priority, with a focused integration into staff's discussion with proposed development representatives.

*Growth Management* – Staff continued toward Growth Management Goals by cooperating in the annual Congestion Management Plan update and being active in OCCOG, SCAG and other regional bodies, as prescribed by in Policies G-27.1 and G-28.1. Applications for infill housing and second units also help to carry out the vision expressed for Growth Management through Policies CD-27.4 and CD-27.5.

In keeping with Policies CD-26.3, 27.1, 27.4 and 27.5, 28.1, 28.2 and 28.3, Brea continued to actively participate in regional land use and transportation planning through the Southern California Association of Governments, Orange County Transportation Authority, Four Corners Group, Fourth District Bikeways Collaborative and Orange County Council of Governments. Additionally, staff is active on the Hillside Open Space Education Coalition and Orange County Senior Housing Council.

*Economic Development* – As called for in Goals CD-23, CD-24, and CD-25, staff is active in maintaining and facilitating the Business Retention and Attraction Program, through active participation in the Chamber of Commerce's Economic Development Committee, the North Orange County Partnership, and Business Outreach. Personalized information is provided to prospective and existing businesses. The Business-to-Business Directory (B2B) was upgraded and continues to allow Brea companies to share business opportunities. In 2014, the City of Brea experienced an increase in new infill industrial development. This included continuation of a 17-acre site with three new industrial buildings totaling 359,358 square feet on the east

side of the City off Nasa, Orbiter and Saturn Street. This was a remnant piece of large vacant industrial land formerly owned by Suzuki Corporation. On the west side of the City, demolition and construction of a new 367,000 square foot industrial building located was completed at 1225 E. Imperial Highway.

Further efforts to fulfill Economic Development include on-going coordination with the Chamber of Commerce to address the needs of existing and future businesses in the community. The loss of redevelopment funding decreases the financial tools available for economic efforts, but staff continues to utilize new means to continue to be a business supportive community.

As the City continues to work its way through the myriad of steps created by the State to wind down its former redevelopment agency, we will explore new resources to be proactive in fostering economic development and affordable housing for our community. As required by state law, Attachment D details the City of Brea's (Housing Successor) fiscal activities during the 2013-2014 time period.

The Policies contained in Goals CD-1, CD-4, CD-6 and CD-23 call for the use of redevelopment set-aside funds and other funding mechanisms to assist with the development of workforce housing. With the passage of Assembly Bills 26 and 1484, redevelopment agencies in California and Brea were dissolved and are now in a wind down mode. However, prior to this legislation there was significant progress in achieving workforce housing in Brea. The City, as Housing Successor to the redevelopment agency maintains waiting lists for both rental and ownership affordable housing. Currently, over 700 rental units are covered by affordable covenants. In addition, as a result of the City's Inclusionary Housing Ordinance, six homes in the Taylor Morrison development, Summerwind, were sold to low and moderate income households. The City also sold a 16-unit apartment complex, Acacia Apartments, to Innovative Housing Opportunities (IHO) which is a non-profit housing corporation specializing in residential housing for rent to very low income households.

The Neighborhood Enhancement Program continued as called for in Policy 1.12 with the administration of CDBG grants and loans for the improvement of low-income owned single family homes including mobile homes. Approximately 20 properties are improved each year with this federal funding source. In 2014, the City assisted in the complete rehabilitation of 21 homes.

### Community Resources

The Parks, Recreation and Human Services Commission and Community Services staff ensured current needs and services of the Community in 2014. Policies CR-1.1 – CR-1.7 call for the creation of new park space with development proposals to increase the overall availability of parks for our growing community. A project worth noting is Central Park Village which began construction in 2014 and will have a 1.5 acre privately owned public park designated with fountain plaza, splash pad and other park elements.

Another demonstration of staff working with developers to integrate park space within new developments is the new industrial project located at Nasa, Orbiter and Saturn Streets. During the building development, this new project will result in 108 feet of trail area located immediately adjacent to the property for The Tracks At Brea. Trailview is another notable project which is currently constructing a passive green space located adjacent to The Tracks at Brea Trail. This landscape area will have canopy trees and a sitting bench for trail-users. The developer is working with the Community Development Department, Economic Development and Public Works on this development fulfilling this Policy.

Trails continue to be a priority to the City, as called for in the Policies and Goals of CR-7 and CR-8. The City has worked extensively with state and federal agencies to integrate planning and funding of recreation and trail facilities and to implement related General Plan Goals and Policies. In addition to completing acquisition for The Tracks at Brea around 2012, the City has received grants totaling over \$14,000,000 for the entire trail project.

Further, Goal CR-4 encourages the aggressive preservation of open space. The City accepted the 449 acres from the annexed Blackstone development project as a natural habitat and open space preservation area.

Policies CR-6.1-3, 6.6, 7.4 CR-7.1-2 require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, decorated accent paving materials, and other pedestrian improvements. The trail must ensure easy linkages to schools, commercial areas, cultural and social centers and other high pedestrian activity areas. In 2014, initial physical improvements and rehabilitation occurred to an infill site for a future multi-family project, Trailview, to be developed directly adjacent to The Tracks at Brea Trail. This project will serve as the first neighborhood trailhead connection via Orange Avenue to The Tracks at Brea Trail which will provide the public direct pedestrian access and bicycle connection to this community facility and the broader active transportation network of Brea. Additionally, the project will provide a strong sense of place, pedestrian and bicycle connections. The linkage from the adjoining residential neighborhoods south of the project site and to the residents and visitors of Downtown, as well as access across the city via The Tracks at Brea. The Trailview project will be constructed to promote healthy, energy and resource efficient buildings in the City based upon the green building practices (e.g. Green Point Rated Multi-Unit Family rating manual) as prescribed in Policies CR-11.1, 11.4, 11.5 and 13.2.

Ongoing efforts for the National Pollution Discharge Elimination System (NPDES) and a variety of storm water control system improvements were continued, as directed in Goals CR-11 and CR-12. A total of 940 catch basin storm drains and 110 miles of main sewer were cleaned. Water conservation was also enhanced by requiring the use of drought tolerant plant materials for private development and using drought tolerant materials for public projects. The City inspected 10,000 square feet of turf removal which resulted in residents and businesses using less water. Further, 246 leak surveys were performed to assist residents and businesses to use less water which in return assists the City in reducing its overall water consumption and target to meet the 20 percent water reduction goal by 2020.

Policy CR-9.3 calls for the City to preserve and restore the habitat value of creek corridors. In 2014 the City participated in Brea's 12th Inner Coastal Cleanup, generating more than 250 volunteers and removing over 2,000 pounds of trash from the Coyote Creek Watershed which discharges at Seal Breach. For context purposes, in 2013, this same event had 197 volunteers remove 1,700 pounds debris.

Policies CR-13.1 through CR 13.8 calls for the City to promote energy conservation and improve air and water quality impacts. The City continues to lead the way regionally through implementation of sustainability initiatives aimed at improving the quality of life in Brea. Major efforts include implementation of the City's Sustainability Plan and Energy Action Plan and implementing online permitting for energy efficiency projects. The Sustainability Plan addresses energy conservation, encourages alternative modes of transportation to reduce emissions, cooperate with other public agencies, and encourages recycling. Sustainability promotions and financial programs offered jointly by the City and Western Council of Government include Home Property Assessed Clean Energy (PACE) designed to assist property owners with many types of clean energy upgrades such as solar panels, cool roofs, window and door replacements, or

irrigation and lighting control systems. In 2014, 51 residents utilized this program furthering the City's goals of sustainability. The City also posted web links to incentivize and educate the public on how to reduce greenhouse gas emissions and manage energy consumption. To encourage alternative modes of transportation and reduce emissions associated with automobile use, the City continued to implement Tracks at Brea as highlighted in the *Circulation* discussion. To further encourage sustainability, the City implemented a new paperless system by initiating online permitting for energy efficiency projects.

The commitment to maximize use of available recreation programs and cooperative efforts with Brea Olinda Unified School District called for under Policies CR-3.1, and CR-3.2 continues. Policies of Goals CD-1, CD-3 call for annual assessments of park resources and amenities. Staff continues to encourage eligible property owners to utilize Mills Act loans and to place their property on the Historic Registry Listing, as called for in Policies CR-14.4 and CR-14.5. The Brea Historical Register currently has a total of 58 designations.

### Community Services

As expressed through Policy CS-1.1, the Brea Community Center (BCC) remains the focal point for ongoing community services supporting Brea residents of all ages. The annual attendance of the BCC is now approximately 440,000 people. Classes and programs offered at the BCC this past year included fitness, wellness, group exercise for all ages, English as a Second Language (ESL), preventative medical screenings, a newly branded "Hands on Brea" Volunteer Program, to name a few. As called for in Policies CS-1.1 and CS-1.4, special emphasis is placed on Brea's after school program for grade school ages, as well as a teen center for the teen population. The Student Advisory Board (SAB), housed at the Teen Zone, explores, designs, and implements a variety of activities including a Teen Summit where they focus on leadership skills and community involvement. The City's after school programs continue to operate with transportation for Brea's youth to the BCC. The Family Resource Center (also located within the BCC), as emphasized in Policy CS-1, provides extensive family support programs such as individual, couples and family counseling, support groups, case management, financial counseling, self-assistance tax prep, Medi-Cal and Food Stamp application assistance, and holiday programs. The BCC is also home to early childhood education programs.

The Brea Senior Center provides home delivered meals to approximately 50 home-bound seniors. This program is operated by volunteers. The Senior Center itself continued to offer a variety of programs and services to the local senior community, including art classes, games, computer tutoring, health screening, informative presentations, physical fitness classes, and the travel group. The senior nutrition program offers hot meals to seniors at the Center. Transportation services are available to and from the Center along with weekly shopping trips. Case management services and resources are also available to residents.

General Plan Goal CS-8 indicates the creation of National recognition for Brea as an arts community. In 2014, *Monk*, by sculptor Roger Berry was added to Brea's Art in Public Places Collection, which now includes over 160 sculptures and is one of the largest collections of outdoor sculpture in the nation. Seniors continue to enjoy a trolley tour of sculptures in Brea's Art in Public Places Highlight Tour. Two special tours were conducted for students from the local high school, and a classroom presentation with a question and answer session were provided to a third grade classroom as well as the Brea Ministerial Association. Installation of new sculptures and tours of Brea's Art in Public Places Collection will continue to be provided in order to increase the exposure to the arts.

In keeping with Policy CS-6.1, The Curtis Theatre Performing Arts Facility entertained approximately 60,000 guests in 2014, and is considered a major contributor to the City's entertainment and restaurant business economy. The Theatre hosts a curated season of performing arts and entertainment, oversees a Youth Theatre Program with an annual registration of 515 children, and is home to a variety of businesses and non-profit organizations through its rental program. The City also continued to provide live concerts and presentations in the City Parks in 2014.

### Public Safety

The Brea Police and Fire Departments continue to enhance their services to our community through strategic deployment of personnel and utilization of resources. In keeping with Policy Goal PS-1.1, 2-1, and 2-3 directs City staff to meet regularly with the Police Department to identify impacts that new development will have upon police services and to ensure safety in public areas. In 2014, the Police Department was regularly involved in the ongoing planning for the Rails to Trails project. The department participated in discussions regarding safety and emergency response along the proposed trail route. Through participation with the Traffic Commission, members of the department assisted in plans for mitigation of traffic concerns in the Blackstone/Olinda Ranch development areas.

Modern technology and equipment are vital to effective police services, as recognized in PS-1.2. In 2014 the department implemented several new tools to enhance services. These included PredPol, an analytical system for predictive policing, and other pieces of upgraded or new equipment, including expanded Automatic License Plate Readers (ALPR) and forensic mapping equipment for the scenes of major traffic collisions and other large crime scenes. In addition, the department coordinated the expansion of the City's Automated External Defibrillator (AED) program, which placed devices in key areas within City facilities, and the expansion of the Civic and Cultural Center surveillance camera system.

In accordance with Policy Goal PS-1.7, 1.9 and PS-1.11, the department remained active in community outreach efforts and maximized the use of volunteers. Community Watch programs continue to grow, and the department significantly expanded its use of social media to reach residents, utilizing Facebook, Twitter, and a department blog to share information about the department, its services, and provide important information on crime. The department published its first Annual Report, providing residents, business people, and visitors to Brea information about the Police Department's organization and activities in 2014. The Brea Police Explorers and Volunteers in Police Service (VIPS) provided nearly 4,500 hours of volunteer service to the City. Brea's Community Emergency Response Team (CERT) continued to expand, adding a new CERT neighborhood and an additional 50 CERT-trained Brea residents. And to ensure disaster preparedness for City employees (PS-1.9), Emergency Preparedness Coordinator Anna Cave coordinated two disaster drills at the Civic and Cultural Center and hosted three training sessions for City staff on Emergency Operations Center (EOC) procedures.

The Fire Department has also continued to implement Policies PS-1.2, PS-6.1, through its Weed Abatement Enforcement Program and compliance with the Very High Fire Hazard Areas code requirements for new residential construction. The Very High Fire Hazard Severity Zone guidelines were updated to be more consistent with currently adopted fire and building codes. Examples of the Very High Fire Hazard Areas are Olinda Village and Blackstone. In keeping with Policies 6.2 and 6.3 the Fire Department worked in conjunction with local fire jurisdictions to standardize fuel modification requirements to be consistent throughout Orange County and distributed educational materials and offered inspections to homeowners in the Very High Fire

Hazard Severity Zone in accordance with our “Ready, Set, Go!” program. Further, all new homes are required to be equipped with automatic fire sprinklers – permits, plan check, and inspections have increased accordingly.

Goal PS-6 calls to protect the community from wild land fires and PS 1.4 calls to fund appropriate levels of fire personnel, staff, and equipment to maintain a four to six minute response time. To be better prepared for time of necessity, the Fire Department conducted Urban Search and Rescue (USAR) training and SWAT Medic Training. In 2014, the Fire Department responded to nearly 4,000 calls for emergency fire or medical service. Policy PS-1.4 calls for the Fire Department to determine and meet community needs for fire protection and emergency services. In 2014, the Fire Administration Department completed year three in the Command Sharing program with the Fullerton Fire Department to reduce these costs and exceeded program goals.

For Goals PS-4 and PS-5 calls for Hazards Management with the continual and ongoing operations and efforts of the Public Works, Fire, and Community Development departments. Response times and safety enforcement continue to be top priorities of the Fire and Police Department.

- Attachment A – Appendix A: Implementation Guide
- Attachment B – Housing Implementation Program Summary
- Attachment C – Annual Element Progress Report
- Attachment D – Housing Successor Annual Report

Appendix A  
**IMPLEMENTATION  
GUIDE**

THE CITY OF  
BREAA  
GENERAL PLAN





# Appendix A

# IMPLEMENTATION

# GUIDE



**T**he General Plan Implementation Guide provides a guide to implement adopted General Plan policies and plans for City elected officials, staff and the public. The purpose of the Implementation Guide is to ensure the overall direction provided in the General Plan for City growth and development is translated from general terms to specific actions.

Each implementation measure is a program, procedure, or technique that requires additional City action. This action may either occur on a City-wide basis, or in individual subareas. Some of the implementation measures are processes or procedures the City currently administers on a day-to-day basis (such as development project review), while others identify new programs or projects that will become day-to-day planning activities in Brea. The City Council, by relating the Implementation Guide to the General Plan, recognizes the importance of long-range planning considerations and budgeting to such day-to-day activities. Implementation of the specific programs will be subject to funding constraints.

The Implementation Guide is organized into five subsections that correspond to the General Plan Chapters. Each of the subsections is comprised of programs that directly relate to the policies and plans of the corresponding General Plan element.

## Use of the General Plan Implementation Guide

The Implementation Guide is intended for use as the basis for preparing the Annual Report to the City Council on the status of the City's progress in implementing the General Plan, as described in Section 65400 of the California Government Code. Because many of the individual actions and programs described in the Implementation Guide act as mitigation for significant environmental impacts resulting from planned development identified in the General Plan, the annual report can also provide a means of monitoring the application of the mitigation measures as

required by AB 3180. This Implementation Guide should be updated annually with the budget process and whenever the City's General Plan is amended or updated to ensure continued consistency and usefulness.

**Community Development**  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
<b>SECTION I: LAND USE</b>									
<b>Citywide</b>									
CD-1.1 CD-1.2 CD-1.4 CD-1.5 CD-1.9 CD-1.11 CD-4.4 CD-6.6	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the updated ordinance and map over time.  Use redevelopment set-aside funds and other funding mechanisms to assist with the development of work force housing.	Development Services  Economic Development	General fund  Redevelopment	By the end of 2004; Ongoing					
CD-1.3 CD-1.6	Structure zoning ordinance use regulations to allow a broad range of commercial and industrial businesses.  Create partnerships with the Chamber of Commerce and other local organizations to attract new businesses to the community.	Economic Development	General fund	Ongoing					
CD-1.7 CD-1.8	As part of a development impact fee program, collect funds for the acquisition and improvement of trails shown on Figure CR-2 of the Community Resources Chapter.  Require developers to provide the open space linkages and trails shown on Figure CR-2 of the Community Resources Chapter.	Development Services	Impact fees	Establish program by end of 2005; Ongoing					
CD-1.10	Revise zoning regulations for residential zones to ensure maximum preservation of open space resources.  Cooperate with conservation agencies in their efforts to acquire open space. Cooperation may include partnering City funds with private sources for strategic open space acquisitions.	Development Services	General fund  Mitigation payments	Revise ordinance by end of 2004  Ongoing					
CD-1.13	Conduct a study to determine whether existing residential zoning regulations adequately address the suitability of additions to existing residential units, the bulk of residential development, particularly as it pertains to established neighborhoods. If the study points toward a need to revise standards, revise standards accordingly.	Development Services	General fund	By the end of 2004					
CD-1.12	Continue the use of the City's housing rehabilitation loan program and NEIGHBORHOOD ENHANCEMENT PROGRAM.	Economic Development	Redevelopment Funds; Community Development Block Grants (CDBG) funds	Ongoing					
CD-1.14	Authorize funds annually and identify necessary staff resources to allow continued implementation of the Neighborhood Preservation Ordinance.	Development Services	General Fund  Redevelopment Funds	Annually					
<b>Focus Areas: Northwest Neighborhoods</b>									
CD-2.1	Develop and adopt design guidelines for residential development.	Development Services	General fund	By the end of 2005					
CD-2.2	For all new residential development proposals, require that street and/or pedestrian connections are provided between existing development that abuts the new development and that new development.	Development Services	Application fees	Ongoing					
CD-2.3 CD-4.3	Study the recommendations of the <i>Street Design and Traffic Calming Recommendations for Neighborhoods 4 and 6 in the City of Brea, CA</i> study, and prioritize recommended improvements.  Identify where such traffic calming devices could be effective in reducing speeds on other residential streets.	Development Services  Economic Development	General fund; CIP funds  Redevelopment funds	Complete analysis by 2006; implement improvements as funds available					
CD-2.4	Continue to implement City ordinances regulating street trees and landscaping.	Development Services  Maintenance	General fund	Ongoing					

**Community Development**  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-2.5	Utilize grant and loan programs to assist small businesses with façade enhancements.	Economic Development	Redevelopment funds; Community Development Block Grants (CDBG) funds	Ongoing					
CD-3.1 CD-3.2 CD-3.6	Enhance and emphasize Puente and Berry Streets as primary pedestrian routes to Central Avenue by enhanced landscaping and improved pedestrian safety.  Investigate the feasibility of establishing daily, regularly scheduled transit service throughout the Northwest neighborhood and other areas of the City with concentrations of older residents and others that rely heavily on public transit.	Development Services  Development Services, OCTA	Capital Improvement Program (CIP) funds  OCTA Federal grants	Ongoing;  Investigate by end of 2005, implement as needed					
CD-3.2	Investigate the feasibility of establishing daily, regularly scheduled transit service throughout the Northwest neighborhood.  With redevelop of commercial sites within the area, consider establishing a senior center as part of any mixed-use development.	Development Services, OCTA  Economic Development Department	OCTA Federal grants  Redevelopment funds	Investigate by end of 2005, implement as needed;  As development is proposed					
CD-3.4	Work with Chamber of Commerce to help encourage local retail businesses to market and serve residents in the Northwest area.	Economic Development, Chamber of Commerce	General Fund	Ongoing					
CD-3.5 CD-4.2	Extend the Downtown directional signage program to Central Avenue.  Establish streetscape/landscape design plans for Central Avenue and Puente and Berry Streets consistent with the Public Realm Urban Design Palette in the Community Development Chapter.	Development Services	Redevelopment funds  Capital Improvement Program (CIP) funds	By 2004;  By 2006					
<b>Focus Areas: Downtown Brea</b>									
CD-4.1	Use the City's Business and Attraction Program to help diversify the mix of Downtown businesses by attracting new businesses and expanding existing businesses.	Economic Development	General fund	Ongoing	CD-21.1 CD-21.3 CD-21.6 CD-22.1 CD-22.2 CD-22.4 CD-22.5 CD-23.1				
CD-4.4	Revise zoning regulations to be consistent with the Land Use Plan of the General Plan, which plans for mixed-use development along the Brea Boulevard and Birch Street corridors.	Development Services	General fund	By the end of 2004					
CD-4.5 CD-4.6	Ensure Birch Street Streetscape Improvements include signage and landscape links between Downtown and Civic Center/Brea Mall area, as well as public plaza areas.	Development Services	Capital Improvement Program (CIP) funds	By 2004					
CD-4.7	Work with Cultural Arts Commission and Recreation Services to promote Brea's heritage through artwork, signs, preservation, recreation programs, events, and historical structures throughout the City and in City park lands.  Use Federal, state, non-profit, and private programs and resources to promote Brea's historic resources.	Cultural Arts Commission, Recreation Services	General fund	Ongoing	CD-5.6		CR-14.7 CR-14.8 CR-14.9 CR-15.3 CR-15.5 CR-15.6	CS-5.1 CS-5.2 CS-5.4 CS-5.6	
CD-4.8	Conduct a study to determine whether a trolley system that serves Downtown Brea and surrounding areas is feasible.								

**Community Development**  
Breia General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
<b>Focus Areas: Historic Brea</b>									
CD-5.1 CD-5.2	Establish streetscape/landscape design plans for South Brea Boulevard and Historic Brea that complement the existing historic environment and resources. Ensure plans are consistent with the Public Realm Urban Design Palette in the Community Development Chapter.	Economic Development	Capital Improvement Program (CIP) funds	By 2006					
CD-5.3	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the updated ordinance and map over time.  Continue to implement the Neighborhood Enhancement Plan allowing for various rehabilitation programs.	Community Services, Economic Development							
CD-5.4 CD-5.6 CD-6.1 CD-6.5	Update and amend the Brea Towne Plaza Specific Plan to include updated standards on design guidelines for commercial development for South Brea Boulevard that respect and complement the historic character of surrounding neighborhoods.								
CD-6.2	Encourage ownership housing types such as condominiums and townhouses within in the Mixed Use III area in South Brea Boulevard.								
CD-5.5 CD-5.7	Investigate the potential of creating historic districts, conservation districts, and/or preservation overlay zones within the City. Amend the Historic Preservation Ordinance in developing criteria for district designation and include appropriate regulations to safeguard historic resources within the delineated district.	Development Services	General fund,	Investigate by end of 2005			CR-14.2		
<b>Focus Areas: Carbon Canyon and Olinda Village</b>									
CD-7.1 CD-7.3 CD-7.4 CD-8.2 CD-8.3 CD-8.7	Update and continue to implement the Brea Hillside Management Ordinance.  Implement the Hillside Development Policy within the Land Use Section of the General Plan.	Development Services, Fire and Police Services	Development fee, Environmental impact mitigation	By the end of 2004;  Ongoing					
CD-7.2	Require development proposals, particularly in sphere of influence and hillside areas to preserve, restore, and enhance existing wildlife corridors, habitat, and roadway crossings.	Development Services	Development fee, Environmental impact mitigation	Ongoing			CR-10.3 CR-10.5		
CD-7.5	Work with the Economic Development to assist in attracting local-serving businesses in Olinda Village and ensure the businesses are consistent with the Neighborhood Commercial designation of the Land Use Policy Map.	Development Services, Economic Development	General fund	Ongoing	CD-21.1 CD-21.3 CD-21.6 CD-22.1 CD-22.2 CD-22.4 CD-22.5 CD-23.1				
CD-7.7 CD-8.1	Investigate creative methods or programs aimed at acquiring and/or purchasing open space lands such as: <ul style="list-style-type: none"> <li>▪ Conservation easements;</li> <li>▪ Purchase of development rights;</li> <li>▪ Transfer of development rights;</li> <li>▪ Mitigation and Land banking;</li> <li>▪ Development rights agreement; and</li> <li>▪ Open space preservation fund;</li> </ul>	Development Services,	Development fees, Bonds, Special assessment districts, Grants, Open space conservation funds,	By the end of 2004	CD-1.7 CD-1.9 CD-1.10 CD-6.2 CD-7.1 CD-7.5 CD-8.6		CR-4.1 CR-5.1 CR-8.1 CR-8.3 CR-9.1 CR-9.2 CR-9.3 CR-9.5 CR-10.6		
CD-7.8	Investigate alternatives to the Carbon Canyon Specific Plan for regulating land use within this area. Determine whether the Plan is feasible to implement with respect to biological, infrastructure, circulation, and topographical constraints.	Development Services,	General fund	By the end of 2003					
<b>Hillsides and Unincorporated Brea</b>									
CD-8.4	Work with Integrated Waste Management Department of Orange County (IRWD) to ensure the proposed end use of the landfill is a county regional park.								

**Community Development**  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-8.5	Collaborate with Federal, state, regional, local, non-profit, environmental and conservation organizations, and private entities to conserve, protect, and enhance open spaces and natural resources throughout Brea's Planning Area.	Development Services	General fund	Ongoing	CD-1.7		CR-4.3 CR-5.3		
CD-8.6	Review development proposals to ensure projects are integrated into City's circulation system.	Development Services	Development fees	Ongoing					
CD-8.8	Work closely with the County of Orange to emphasize the City's need to participate in development review process of projects within Brea's sphere of influence and surrounding unincorporated	Development Services	General fund	Ongoing					
<b>Southeast Brea</b>									
CD-9.1 CD-9.4	Work with the Economic Development to assist in attracting new commercial businesses in Southeast Brea that complement rather than compete with businesses along Imperial Highway and Downtown. Also assist in attracting an established quality, educational institution in this area such as a community college or a unique small-scale school such as an art college.	Development Services, Economic Development	General fund	Ongoing					
CD-9.2	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Recreation Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2		CR-7.1 CR-7.2 CR-7.5		PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-9.3 CD-9.6	Assess the existing park and recreation system according to the standards established in the Parks and Open Space Section. Require dedication of park facilities, a fee in lieu thereof, or a combination of both, as a condition of new development pursuant to the Quimby Act. Also encourage the development of parks and recreational facilities by the private sector, but available for use by the public. Annually review park facility dedication and development fee requirements to ensure they reflect changing needs of the community, population growth, and current land and construction costs.	Recreation Services, Development Services	Development fees, General fund, Park dedication	Annually	CD-1.7 CD-1.8		CR-6.2 CR-6.3 CR-6.4 CR-6.6 CR-6.7	CS-2.1 CS-2.2 CS-2.3 CS-2.4	PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-9.5	See Housing Element								
CD-9.7	Have the Community Services Department to explore different cultural art options for the reuse of the Unocal center theatre.	Community Services	General fund	By the end of 2005 or after development of the Unocal Research Center					
<b>SECTION II: CIRCULATION</b>									
<b>Regional Transportation Facilities</b>									
CD-10.1 CD-10.2 CD-10.3 CD-10.4	Coordinate planned development in the planning area with needed improvements to the regional circulation system by:  1) Supporting improvement of all regional highways and freeways in the area with Caltrans; 2) Cooperate with surrounding jurisdictions to ensure efficient operation of the arterial network; and 3) Coordinating with Orange County Transit Authority (OCTA) regarding the planned regional network improvements and transit services.	Community Development, OCTA, Caltrans	General fund	Ongoing	CD-26.1				

**Community Development**  
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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-10.4 CD-10.6	Create a special study area for Carbon Canyon Road to analyze local and regional impacts and alternatives to improve congestion on this roadway.	Community Development	General fund	Complete 2005					
<b>Local Circulation System</b>									
CD-10.5	<p>Work closely with OCTA to amend the Master Plan of Arterial Highways as follows:</p> <ul style="list-style-type: none"> <li>▪ <b>Reclassify Puente Avenue and Whittier Boulevard as a Collector Arterial.</b> This modification accurately represents the function of this roadway.</li> <li>▪ <b>Reclassify Brea Canyon Boulevard (north of Lambert Road) as a Collector.</b> The Collector classification best reflects the function Brea Canyon Boulevard serves during most travel hours. Only during the evening commute does the roadway experience heavy use, typically as an alternative to the crowded SR-57 freeway. The City will preserve right-of-way adequate for a Minor Arterial, but the Collector designation indicates the anticipated roadway function.</li> <li>▪ <b>Reclassify South Brea Boulevard (south of Imperial Highway) as Primary Arterial.</b> This modification preserves right-of-way consistent with a Major Arterial standard but indicates the City's intention to maintain no more than two travel lanes in each direction. The land use plan provides for South Brea Boulevard to be a mixed-use, pedestrian-friendly district. The wide right-of-way will provide space for on-street parking, pedestrian enhancements, ample landscaping, and street-oriented development.</li> <li>▪ <b>Eliminate Tonner/Valencia Avenue (north of Lambert Road) as Proposed Primary Arterial.</b> Land use policy north of Lambert Road does not support the MPAH alignment, nor does planned densities require a roadway of this size.</li> </ul>	Community Development , OCTA	General fund	Complete MPAH by 2004					
CD-11.1 CD-11.2 CD-11.4 CD-11.7 CD-6.3	Implement the circulation system in the planning area in concert with land development to ensure adequate levels of service and monitor the operation of major streets. Future roadways must meet roadway classification specifications and performance criteria. As traffic approaches the Level of Service standards established in the Circulation Section, roadway capacity will be improved by adding through and turn lanes and other transportation measures according to the Arterial Highway Plan.	Community Development	General fund, Measure M revenue, Development fees, Other State and Federal sources, Gas tax revenue	Ongoing					
CD-11.1 CD-13.1	Establish a capital improvement program to address phasing and construction of traffic improvements and capital facilities throughout the planning area. Utilize the Capital Improvement Program (CIP) process to finance and complete the roadway and bikeway improvements specified in the Circulation Section. Update the Capital Improvement Program annually to respond to changes in local priorities and available funding sources.	Community Development	Capital Improvement Program (CIP) funds, Gas tax revenues, Federal Transportation funds	Ongoing					
CD-11.5 CD-11.9 CD-6.4	Revise and/or adopt street design standards, focused on pedestrian and bicycle safety, landscaping, traffic calming, and neighborhood character. If requested by the OCTA, consider requiring (and require developers to provide) bus loading areas or turnouts for buses.	Community Development, OCTA	General fund	Ongoing					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-11.6	To reduce expenditures, improve design, and minimize traffic disruption, coordinate local street improvements with major transportation system improvement projects, such as widening the State Route 57 on and off ramps at Lambert Road.	Community Development, Caltrans	Capital Improvement Program (CIP) funds, Development fees, Gas tax revenue	Ongoing	CD-12.1				
CD-11.10	Coordinate with the school districts and other entities to develop "Suggested Route to School Plans" for all public and private schools in the City and for schools serving students living in Brea. Plans shall identify all pedestrians and bicycle facilities, and traffic control devices for residents to determine the most appropriate travel route. The plans shall also identify existing easements for sidewalks.	Community Development, Brea Olinda School District, La Habra City School District	General fund, Grants	Ongoing					
CD-11.10	Increase priority of pedestrian safety projects (i.e., pedestrian street crossings, sidewalks, or pathways) as part of the Capital Improvement Program. Review the need to install sidewalks or paths and crosswalks on all City streets within one-half mile of all public schools within the City.	Community Development	Capital Improvement Program (CIP) funds	Ongoing					PS-3.1 PS-3.2 PS-3.3
<b>Public Transportation System</b>									
CD-12.1 CD-12.2 CD-12.3 CD-12.4	Work with OCTA to improve transit service and encourage ridership through the following actions: <ul style="list-style-type: none"> <li>Encourage provision of transit facilities in major new development and major rehabilitation projects;</li> <li>Support OCTA demand-responsive (ACCESS) service and other paratransit operations ;</li> <li>Work with OCTA to provide information to the public on available alternative transportation choices and routes; and</li> <li>Incorporate design features into public improvement projects that promote and support the use of public transportation.</li> </ul>	Community Development, OCTA	General fund, Development fees	Ongoing			CR-6.3 CR-7.1 CR-7.5		
CD-12.3	Encourage local businesses to provide employees with transit passes or other financial incentives to use transit to commute to and from the workplace.	Community Development	General fund, Private investment	Ongoing					
CD-12.5	Identify bicycle and pedestrian projects in the CIP and through development fees that help to complete or enhance connections to bus stops.	Community Development	General fund, Development fees	Ongoing			CR-6.3 CR-7.1 CR-7.5		
CD-12.6	Work with OCTA and/or require development projects to provide transit stop enhancements including benches, shelters, schedule information, and real-time bus location data. Stop locations should be located near building entrances to encourage bus ridership.	Community Development, OCTA	General fund, Development fees	Ongoing					
<b>Bicycles and Pedestrians</b>									
CD-13.1 CD-13.3 CD-13.4	Implement the Circulation Plan to ensure Development of bicycles facilities and amenities as follows: <ol style="list-style-type: none"> <li>Upgrade existing bikeways and develop new bicycle facilities in accordance with the standards and locations in the Circulation Section;</li> <li>Require the provision of secure bicycle parking (e.g., racks, lockers) as part of all future development projects for non-single family residential development;</li> <li>Encourage non-residential development projects to include amenities such as showers and lockers for employees to further bicycling as an alternative to automobile travel; and</li> <li>Prohibit motorized vehicular traffic on trails, pathways, parks, and dedicated open space areas except for maintenance and emergency purposes.</li> </ol>	Community Development	Capital Improvement Program (CIP) funds, Development fees	Ongoing			CR-6.4 CR-7.5		



**Community Development**  
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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies					
					Community Development	Housing	Community Resources	Community Services	Public Safety	
CD-13.2	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Recreation Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2					PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-13.1	Develop a community awareness program to encourage local use of bicycles paths, lanes, and routes including posting maps on the City's website. Include bicycle and pedestrian safety and enforcement when developing community awareness programs.	Community Development	General fund	Ongoing			CR-6.4 CR-7.5			PS-3.1 PS-3.2 PS-3.3
CD-13.4	Make bikeway improvements a funding priority by: <ul style="list-style-type: none"> <li>1) Continuing to consider financing bikeway design and construction as part of the City's annual construction and improvement fund;</li> <li>2) Incorporating bikeway improvements as part of the Capital Improvement Program; and</li> <li>3) Aggressively pursue regional funding and other Federal and State sources for new bikeways.</li> </ul>	Development Services	Capital Improvement Program (CIP) funds, Federal and State funding sources	Ongoing			CR-6.4 CR-7.5			
<b>SECTION III: INFRASTRUCTURE</b>										
CD-14.1 CD-14.2 CD-14.4	Review development proposals for consistency water, power and solid waste disposal infrastructure requirements.	Development Services, Maintenance Services	General Fund, development fees	Ongoing						
CD-14.2	Implement the City's Water Master Plan recommendations for replacement, maintenance, and improvement of water services.	Maintenance Services	General Fund, development fees, state and federal funds	Ongoing						
CD-14.2	Implement the City's Sewer Master Plan recommendations for replacement, maintenance, and improvement of sewer services.	Maintenance Services	General Fund, development fees, state and federal funds	Ongoing						
CD-14.1	Review development proposals for consistency water, power and solid waste disposal infrastructure requirements.	Development Services	General Fund, development fees	Ongoing						
CD-14.3	Continue to balance infrastructure fees with the cost of providing infrastructure services to new development.	Maintenance Services	General Fund, development fees	Ongoing						
CD-15.1 CD-15.2	Continue to participate in the Orange County Storm Water Management Plan.	Maintenance Services	General Fund	Ongoing	CD-26.1					
CD-15.1 CD-15.2	Provide information on storm water hazards, correct disposal techniques, and recycling options within the Brea Line on a quarterly basis.	Maintenance Services	General Fund	End of 2005	CD-26.1					
CD-15.3	Consider implementing parking restrictions for all streets in Brea on days in which street sweeping occurs.	Maintenance Services	General Fund	End of 2005						
CD-16.1	Provide funding or development incentives to encourage the installation of on-line services or learning opportunities.	Development Services, Maintenance Services	General Fund	End of 2006						
CD-16.2	Examine the feasibility of developing an on-line network or City-intranet for development of on-line building permits, registration, or payment of bills	Development Services, Maintenance Services	General Fund	By end of 2006						

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**SECTION IV: ECONOMIC DEVELOPMENT**

<b>Tax Base Revenue Growth</b>									
CD-23.1 CD-23.3 CD-23.6 CD-24.1 CD-24.2 CD-24.4 CD-24.5 CD-25.1	Continue to implement and update, as needed, the Business Retention and Attraction Program, which includes a regional marketing plan, the Brea Business Beat Program, coordination of the Economic Development Committee, the North Orange County Partnership (NOCP), and participation in the Orange County Consortium, and the Orange County Business Council activities.  Continue to coordinate with the North Orange Partnership (NOCP), Chamber of Commerce, and the Orange County Business Council to address the needs of existing and future businesses in the community. The City will work with these agencies to obtain input from the business community as to the best means for assisting local businesses and maintaining a healthy business environment.  Continue to work with the Brea Chamber of Commerce in providing services and programs that meet the needs of Brea's business community.	Economic Development  North Orange County Partnership  Brea Chamber of Commerce				CD-4.1 CD-6.5			
CD-23.2	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the update ordinance and map over time.	Development Services	General Fund	By the end of 2004					
CD-23.5 CD-26.1	Continue to implement the Redevelopment Agency's 5-year Implementation Plan, Agency adopted goals, and Project Area Plans.	Economic Development Department	General Fund	Ongoing	CD-6.5				
CD-23.7	Create a program (updated regularly) that identifies and advertises childcare services in the City of Brea to residents, employers, and employees in Brea.	Community Services	General fund	Complete by 2004, Ongoing					

**Diversity**

CD-24.3	Work with Family Resource Center to offer educational and training opportunities for Breans.	Community Services	General fund	Ongoing					
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**Expansion of Downtown**

CD-25.2	Review development proposals to ensure proper site design consistent with the Zoning Ordinance Development Standards. Reconfigure parcels, consistent with the Subdivision Map Act, to ensure greater street visibility and adequate automobile and pedestrian access.	Development Services	General fund	Ongoing					
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**Revitalization of Aging Business Centers**

CD-26.2	Continue to provide low-interest loans to Brea businesses through the commercial Rehabilitation Loan Program that matches loans to businesses of exterior remodeling, common space upgrading, parking improvements, landscape and hardscape upgrades, and signage improvements.								
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**SECTION V: GROWTH MANAGEMENT**

CD-28.1	Participate in inter-jurisdictional planning forums such as the County of Orange, the Orange County Transportation Authority (OCTA) and other local jurisdictions or other appointed bodies to implement Measure M and the development of future revisions.	Development Services	General fund, Measure M	Ongoing	CD-9.1 CD-9.2 CD-9.3 CD-9.4				
CD-28.1	Participate in the inter-jurisdictional planning forums to discuss traffic improvements, cooperative land use planning and appropriate mitigation measures for development projects with multi-jurisdictional impacts.	Development Services	General fund, Measure M	Ongoing					
CD-27.5 CD-28.3	Work with inter-jurisdictional planning forums to improve the sub regional balance of jobs and housing	Development Services	General fund, Measure M	Ongoing					
CD-26.3 CD-28.2	Cooperate with state, county, and local governments in planning and implementing the City's Circulation Element, and coordinating efforts to ensure orderly development.	Development Services	General fund, Measure M	Ongoing			CR-13.1		
CD-27.1	Coordinate population, housing, employment, and land use projections with the state Department of Finance, Southern California Association of Governments (SCAG), the County of Orange Development Monitoring Program, and local school and water districts.	Development Services	General fund, Measure M	Ongoing					
G-28.1	Continue to cooperate with the County of Orange in annually updating the Congestion Management Plan (CMP). Participating in the annual CMP update will ensure that the City receives its share of state gasoline sales tax revenue for transportation improvements.	Development Services	General fund, Measure M	Ongoing					
G-27.4 G-27.5	Provide incentives for infill development through development and parking standards in the City's zoning code.	Development Services	General fund	By 2003					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies														
					Community Development	Housing	Community Resources	Community Services	Public Safety										
<b>SECTION VI: PARKS AND OPEN SPACE SECTION</b>																			
<b>Parks</b>																			
CR-1.1 CR-1.2 CR-1.4 CR-1.5 CR-1.6 CR-1.7 CR-3.3 CR-3.6	Assess the existing park and recreation system according to the standards established in the Parks and Open Space Section. Require dedication of park facilities, a fee in lieu thereof, or a combination of both, as a condition of new development pursuant to the Quimby Act. Also encourage the development of parks and recreational facilities by the private sector, but available for use by the public. Annually review park facility dedication and development fee requirements to ensure they reflect changing needs of the community, population growth, and current land and construction costs.  Properly maintain and operate the grounds and facilities of existing parks to minimize vandalism and crime, affirm safe and pleasant environments, and maximize public use and enjoyment.	Community Services, Development Services	Development fees, General fund, Park dedication funds	Annually	CD-1.7 CD-1.8 CD-8.3 CD-8.6		CR-6.2 CR-6.3 CR-6.4 CR-6.6 CR-6.7	CS-2.1 CS-2.2 CS-2.3 CS-2.4	PS-2.3 PS-3.1 PS-3.2 PS-3.3										
CR-1.3	Create new park standards of park development as follows:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Type of Park</th> <th style="width: 50%;">Size and Service Area</th> </tr> </thead> <tbody> <tr> <td>Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)</td> <td>0.5 to 5 acres, with a 1/4 mile service area radius in residential setting</td> </tr> <tr> <td>Neighborhood Park</td> <td>5-10 acres, with a 1/4- to 1/2-mile service area radius</td> </tr> <tr> <td>Community or Sports Park</td> <td>20-50+ acres, with a 1/2- to three- mile service area radius</td> </tr> <tr> <td>Regional Park</td> <td>50 acres or larger</td> </tr> </tbody> </table>	Type of Park	Size and Service Area	Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)	0.5 to 5 acres, with a 1/4 mile service area radius in residential setting	Neighborhood Park	5-10 acres, with a 1/4- to 1/2-mile service area radius	Community or Sports Park	20-50+ acres, with a 1/2- to three- mile service area radius	Regional Park	50 acres or larger	Community Services, Development Services	Development fees, General fund, Park dedication funds	Establish new standards by end of 2004;	CD-8.3				
Type of Park	Size and Service Area																		
Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)	0.5 to 5 acres, with a 1/4 mile service area radius in residential setting																		
Neighborhood Park	5-10 acres, with a 1/4- to 1/2-mile service area radius																		
Community or Sports Park	20-50+ acres, with a 1/2- to three- mile service area radius																		
Regional Park	50 acres or larger																		
CR-2.1 CR-2.2 CR-3.7	Review development proposals for potential impacts to existing public parks and open space from non-recreational uses. Ensure that new uses or facilities, including new recreation facilities, do not displace existing casual use facilities and parks.	Development Services, Community Services	Development fees	Ongoing	CD-5.4														
CR-3.1	Create a scheduling program that maximizes use of available recreational programs and facilities.	Community Services	General fund	Establish program by end of 2004;				CS-2.2 CS-2.3 CS-2.4											
CR-3.2	Continue to engage in joint use agreements with the Brea-Olinda School District to further expand recreational facilities.	Community Services, Development Services, Brea-Olinda School District	General fund	Ongoing				CS-3.1 CS-3.2 CS-3.3 CS-6.2											
CR-3.4	Research "Rails to Trails" program and related resources for potential funding sources. Create strategy and proposal to convert abandoned segments of the Union Pacific railroad right-of-way to an additional recreational use, trail, and/or greenway.	Development Services, Community Services	General fund	Complete analysis by 2006			CR-6.4 CR-7.3												
CR-3.5	Collaborate with Federal, state, regional, and local agencies regarding the integration with existing and potential trail systems, recreational facilities, and recreation programs.	Development Services	Development fees, General fund	Ongoing			CR-4.3 CR-5.3 CR-6.1 CR-6.2 CR-6.3												
<b>Open Space</b>																			
CR-4.1 CR-5.1	Investigate creative methods or programs aimed at acquiring and/or purchasing open space lands such as: <ul style="list-style-type: none"> <li>▪ Conservation easements;</li> <li>▪ Purchase of development rights;</li> <li>▪ Transfer of development rights;</li> <li>▪ Mitigation and Land banking;</li> <li>▪ Development rights agreement; and</li> <li>▪ Open space preservation fund;</li> </ul>	Development Services	Development fees, Bonds, Special assessment districts, Grants, Open space conservation funds,	By the end of 2004;	CD-1.7 CD-1.9 CD-1.10 CD-6.2 CD-6.7 CD-7.1 CD-7.5 CD-8.6		CR-8.1 CR-8.3 CR-9.1 CR-9.2 CR-9.3 CR-9.5 CR-10.6												

**Community Resources**  
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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-4.2 CR-5.2	Assess development proposals for potential impacts to important geologic and scenic landform features pursuant to the CEQA. Require appropriate mitigation measures, including environmentally sensitive site planning and grading, revegetation and open space dedication, for significant impacts. Consider important topographical features, watershed areas, ridgelines, soils, and potential erosion problems in the assessments. Ensure the new development is compatible to adjacent open space lands.	Development Services	Development fees, Grading permit fees,	Ongoing			CR-9.6 CR-10.3 CR-10.5 CR-10.5 CR-11.5 CR-11.6		PS-8.3 PS-8.4
CR-4.3 CR-5.3	Collaborate with Federal, state, regional, local, non-profit, environmental and conservation organizations, and private entities to conserve, protect, and enhance open spaces and natural resources throughout Brea's Planning Area.	Development Services	General fund	Ongoing	CD-1.7 CD-7.5				
<b>SECTION VII: TRAILS</b>									
CR-6.1 CR-6.2 CR-6.3 CR-6.6 CR-6.7 CR-7.4	<p>Develop the multi-use trail system illustrated in Trail Section (Figure CR-2) with the following standards:</p> <ul style="list-style-type: none"> <li>▪ Provide multi-purpose trails, where possible, to serve hikers, bicyclers, and horseback riders.</li> <li>▪ Link trails with adjacent City, County, and State (Chino Hills State Park) trail systems.</li> <li>▪ Maintain trail areas in good condition, and free of litter and debris</li> <li>▪ Design trails with coordination with landowners and conservation biologist to develop trails that will be flexible and site-specific to minimize the impact on adjacent property and fragile habitats.</li> <li>▪ Provide a trail system with both short and long hikes/rides and serve the needs of both beginning and advanced hikers/riders.</li> <li>▪ Utilize citizen volunteers to assist in the development, maintenance and operation of trails and facilities.</li> <li>▪ Keep citizens aware of the trail system through publication of a trails map which also notes safety and courtesy tips.</li> <li>▪ Separate trails from automobile traffic when possible in order to provide safe conditions for riders and walkers.</li> <li>▪ Provide appropriate signs to mark all trails.</li> <li>▪ Design trails entrances to prevent unwanted trail usage by motorized vehicles.</li> <li>▪ Locate trails to provide linkages between open space and the City greenway system.</li> </ul> <p>Adopt and implement a capital improvement program for trail acquisition and improvements to the trail system.</p>	Development Services, Community Services	Development fees, General fund, CIP funds	Ongoing	CD-1.7 CD-1.8 CD-1.9 CD-4.2 CD-7.6 CD-8.2			PS-2.2 PS-2.3 PS-3.1 PS-3.3	
CR-6.4 CR-7.3	<p>Research and acquire Federal, state, local, and non-profit resources to fund and develop trails throughout Brea.</p> <p>Research "Rails to Trails" program and related resources to convert abandoned Union Pacific railroad right-of-way to a community trail as described in the Trails Section of the General Plan.</p>	Development Services, Community Services	General fund	Ongoing			CR-3.4		
CR-6.5	Coordinate with other State and local agencies in creating an integrated regional trail system that connects to important recreational activity areas within Northern Orange County.	Development Services, Community Services	General fund	Ongoing					
CR-7.1 CR-7.2 CR-7.5	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Community Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2		CR-7.1 CR-7.2 CR-7.5		PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
<b>SECTION VIII: WILDLIFE HABITAT</b>									
CR-8.1	<p>Require development proposals, particularly in sphere of influence and hillside areas to preserve, restore, and enhance existing wildlife corridors, habitat, and roadway crossings.</p> <p>Require development proposals to include the assessment of potential migratory birds and raptor nests (in compliance with the Migratory Bird Treaty Act and the California Fish and Game Code.) Mitigation for the presence of active nests may be conducted in the following ways:</p> <ul style="list-style-type: none"> <li>▪ Prior to the commencement of tree removal during the nesting season (February – July), all suitable habitats should be thoroughly surveyed for the presence of nesting birds by a qualified biologist. If any active nests are detected, the area shall be flagged and avoided until the nesting cycle is complete; or</li> <li>▪ Tree removal and grading may be delayed until after the breeding season (August-January) to ensure that no active nests will be disturbed.</li> </ul>	Development Services, United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG)	Development fee, Environmental impact mitigation	Ongoing	CD-6.2		CR-10.3 CR-10.5		
CR-8.2 CR-9.2 CR-9.3 CR-9.4	<p>Assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. Address the following subjects in impact assessment as applicable to individual development proposals:</p> <ul style="list-style-type: none"> <li>▪ Natural communities;</li> <li>▪ Riparian and wetland habitat (including potential jurisdictional areas);</li> <li>▪ Coastal sage scrub habitat;</li> <li>▪ Coast live oak habitat;</li> <li>▪ Rare and endangered plant and animal species;</li> <li>▪ Habitat fragmentation (including disruption of wildlife corridors); and</li> <li>▪ Creeks, blue line streams, and associated tributaries;</li> </ul>	Development Services	Development fee, Environmental impact mitigation	Ongoing	CD-6.3		CR-10.3 CR-10.5		
CR-8.3	<p>Require development proposals to consult with regulatory agencies, including the United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), United States Army Corp of Engineers (USACE), about natural resources if the following occurs on the project site:</p> <ul style="list-style-type: none"> <li>▪ Potential take or substantial loss of occupied habitat for any threatened or endangered species; or</li> <li>▪ Existing drainage features (jurisdictional area) are located within the project site.</li> </ul>	Development Services, United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG)	Development fees	Ongoing					
CR-8.4	Work with resource agencies, universities, and other groups that help monitor wildlife and determine effectiveness of wildlife corridors.	Development Services	General fund, Development fees	Ongoing					
CR-9.1	Consult with Wildlife Corridor Conservation Authority (WCCA) to provide the proper planning, conservation, environmental protection, and maintenance of habitat and wildlife corridors.	Development Services, Wildlife Corridor Conservation Authority (WCCA)	General fund	Ongoing	CD-6.3				

**Community Resources**  
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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-9.5 CR-9.6	Investigate and create programs to manage wildlife habitat and natural resources using sound ecological principles and professionally accepted methods to protect and restore sensitive animal populations and their habitats and therefore preventing major disruptions or destruction.	Development Services, Non-profit resource groups	General fund	Establish program by end of 2006; Implement as needed					
<b>SECTION IX: SCENIC RESOURCES</b>									
CR-10.1 CR-10.2	Investigate creating program with standards and regulations for scenic routes and highways within the Brea Planning Area. Create program thereafter if deemed feasible.	Development Services	General fund	Investigate program by end of 2005					
CR-10.3 CR-10.5	Assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. Address the following subjects in impact assessment as applicable to individual development proposals: <ul style="list-style-type: none"> <li>▪ Natural communities;</li> <li>▪ Riparian and wetland habitat (including potential jurisdictional areas);</li> <li>▪ Coastal sage scrub habitat;</li> <li>▪ Coast live oak habitat;</li> <li>▪ Rare and endangered plant and animal species;</li> <li>▪ Habitat fragmentation;</li> <li>▪ Creeks, blue line streams, and associated tributaries;</li> <li>▪ Significant tree stands.</li> </ul>	Development Services	Development fees	Ongoing					
CR-10.4	Assess development proposals, including those in Brea's Sphere of Influence, for potential impacts to important visual resources identified in the Scenic Resources Section pursuant to the California Environmental Quality Act. Require appropriate mitigation measures for all significant impacts. Consider important ridgelines, creeks, open space, views of the surrounding hillsides, and light and glare affects.	Development Services	Development fees	Ongoing			CR-4.1 CR-5.1		
CR-10.6	Work with Federal, state, regional, and other appropriate public agencies, private entities, and landowners to conserve, protect and enhance natural resources throughout Brea's Planning Area.	Development Services	General fund	Ongoing					
<b>SECTION X: WATER CONSERVATION AND QUALITY</b>									
CR-11.1 CR-11.4 CR-11.5	Encourage water conservation throughout Brea in the following ways: <ul style="list-style-type: none"> <li>▪ Encourage the Maintenance Services Department to expand the production of recycled water and work with the districts to develop new uses for recycled water;</li> <li>▪ Require new projects to install and maintain a dual system when reclaimed water is available;</li> <li>▪ Require the use of drought resistant plant species (native species where possible) in landscaping for private and public areas, including parks;</li> <li>▪ Work with the Maintenance Services Department on the development of new water sources to serve the Planning Area;</li> <li>▪ Work with the Brea-Olinda School District to establish water conservation programs;</li> <li>▪ Require the incorporation of water conservation devices (including low-flush toilets, flow restriction devices and water conserving appliances) in new residential and non-residential development, public projects and rehabilitation projects; and</li> <li>▪ Continue to implement where applicable, the regulations and requirements in the Water-Conserving Landscape Ordinance.</li> </ul>	Development Services, Maintenance Services	General fund	Ongoing	CD-9.1 CD-9.2 CD-9.3 CD-9.4				

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-11.2	Where practical, incorporate Federal, state, and other agency policies and standards for water efficiency (e.g.: reclaimed and recycled water for landscape irrigation) into City codes, regulations, and procedures	Maintenance Services	General fund	Ongoing					
CR-11.3	Regularly review the water rate structure to ensure that it encourages efficiency and is competitive.	Maintenance Services	General fund	Ongoing	CD-9.1 CD-9.2 CD-9.3				
CR-11.4 CR-11.6 CR-12.1 CR-12.2	To reduce pollutants in urban runoff, require new development projects and substantial rehabilitation projects to incorporate Best Management Practices pursuant to the National Pollutant System Discharge Elimination System Permit (NPDES), Santa Ana Regional Quality Water Control Board, and the County of Orange Drainage Area Master Plan to ensure that the City complies with applicable State and federal regulations.  Adopt and enforce regulations in educational efforts to eliminate pollution from urban runoff.	Development Services, Maintenance Services, Santa Ana Regional Quality Water Control Board, County of Orange,	Development fees, Drainage fees, General fund, state and Federal funding sources	Ongoing					
<b>SECTION XI: AIR QUALITY</b>									
CR-13.1	Continue to implement the Transportation Demand Management (TDM) ordinance that implements the provisions of the 1997 Air Quality Management Plan. The ordinance will specify various TDM methods to reduce trips and influence travel modes such as: <ul style="list-style-type: none"> <li>▪ Trip reduction programs for City staff;</li> <li>▪ Van pool programs for private employers;</li> <li>▪ Employee incentives for public transit use;</li> <li>▪ Preferential parking for carpools;</li> <li>▪ Trip reduction programs for major commercial centers; and</li> <li>▪ Alternative transportation modes for major events.</li> </ul> Implement the programs described in the Circulation and Land Use Sections related to transportation system management (TSM) to avoid traffic congestion and reduce related emissions levels and urban runoff pollutants resulting from excess vehicle travel miles.	Development Services	General fund	By the end of 2006	CD-11.1 CD-11.2 CD-11.3 CD-11.4 CD-11.5 CD-11.6 CD-12.1 CD-12.2 CD-12.4				
CR-13.2	Promote retrofit programs by the City to reduce energy usage and consequently reduce emissions from energy consumption. Provide informational literature about available retrofit programs at City offices. Inform property owners of retrofit programs when plans for remodeling and rehabilitation projects are submitted.	Development Services, Southern California Gas Company, Southern California Edison Company	General Fund, development fees, Southern California Gas Company, Southern California Edison Company	Ongoing					
CR-13.3 CR-13.4 CR-13.5	Review development proposals for potential air and water quality impacts pursuant to the California Environmental Quality Act (CEQA), Orange County Air Pollution Control District, and the South Coast Air Quality Management District CEQA Air Quality Handbook. Construction impacts can be reduced by enforcing SCAQMD Rule 403. Reduce long-term impacts using available land use and transportation planning techniques such as: <ul style="list-style-type: none"> <li>▪ Incorporation of public transit stops;</li> <li>▪ Pedestrian and bicycle linkage to commercial centers, employment centers, schools and parks;</li> <li>▪ Preferential parking for carpools;</li> <li>▪ Traffic flow improvements; and</li> <li>▪ Employer trip reduction programs.</li> </ul>	Development Services	General fund	Ongoing	CD-11.1 CD-11.2 CD-11.3 CD-11.4 CD-12.1 CD-12.3 CD-12.4		CR-7.5 CR-13.4 CR-13.5		

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-13.6 CR-13.7 CR-13.8	<p>Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan (AQMP) and meet federal and state air quality standards for all pollutants. To ensure that new measures can be practically enforced in the region, participate in future amendments and updates of the AQMP.</p> <p>To reduce dust and particulate matter levels, implement SCAQMD's fugitive dust control measures such as:</p> <ul style="list-style-type: none"> <li>▪ Restricting outdoor storage of fine particulate matter;</li> <li>▪ Controlling construction activities and emissions from unpaved areas; and</li> <li>▪ Paving areas used for vehicle maneuvering.</li> </ul> <p>Cooperate with the Integrated Waste Management Department's (IWMD) Regulatory Compliance group and South Coast Air Quality Management District (SCAQMD) to enforce air quality regulations at the Olinda Alpha Landfill.</p>	Development Services, IWMD, and SCAQMD	General fund	Ongoing			CR-13.7 CR-13.8		
<b>SECTION XII: HISTORIC RESOURCES</b>									
CR-14.1 CR-14.3	Assess development proposals for potential impacts to significant historic and cultural resources pursuant to 15064.5 of the California Environmental Quality Act.	Development Services	Development fees	Ongoing	CD-5.4				
CR-14.2	Investigate the potential of creating historic districts, conservation districts, and/or preservation overlay zones within the City. Amend the Historic Preservation Ordinance in developing criteria for district designation and include appropriate regulations to safeguard historic resources within the delineated district.	Development Services	General fund,	Investigate by end of 2005;	CD-5.7				
CR-14.4 CR-14.5	Research all types of possible funding sources and financial assistance (such as California Mills Act) to help promote, preserve, and restore historical resources in Brea. Such funding sources can include, tax incentives, Federal and state funds, grants, awards, loans, and other financial sources.	Development Services	General fund, Tax credits, grants, state and Federal funding sources	Ongoing	CD-4.7				
CR-14.6	<p>List historic resources and structures to various Federal, state, and local historic registers, including Brea's Historic Resources Register, to prevent and discourage demolition.</p> <p>Update the City's Historic Resources Register to further increase level of awareness of Brea's historical resources. Continue to add resources that meet City's Historic Preservation Ordinance.</p>								
CR-14.7 CR-14.8 CR-14.9 CR-15.3 CR-15.5 CR-15.6	<p>Work with Community Services and Recreation Services Department to promote Brea's heritage through artwork, signs, preservation, recreation programs, events, and historical structures throughout the City and in City park lands.</p> <p>Use Federal, state, non-profit, and private programs and resources to promote Brea's historic resources.</p>	Development Services, Community Services	General fund	Ongoing	CD-4.7 CD-5.6			CS-5.1 CS-5.2 CS-5.4 CS-5.6	
CR-15.1	Identify and implement programs to assist and encourage private property owners to preserve historic, cultural, and archaeological resources within the City.	Development Services	General fund	Ongoing					
CR-15.2	Continue to work with the City's Historical Committee and Brea Historical Society to accomplish the goal of increasing awareness of Brea's historic resources and the importance of their preservation. Work with Historical Society in preserving and recognizing City's historical materials and resources. Continue to distinguish resident's hard work for renovating and restoring historic structures with the Brea Historic Preservation Award honored by both the Brea Historical Society and City Council.	Development Services	General fund	Ongoing					
CR-15.4	Continue to work with the Brea Olinda Unified School District to provide access to the City's information and structures that reflect the community's history.	Development Services, Community Services	General fund	Ongoing				CS-3.1 CS-3.5	



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					Community Development	Housing	Community Resources	Community Services	Public Safety
<b>SECTION XIII: HUMAN SERVICES</b>									
CS-1.1	Continue to use the Community Center as a resource for family classes.	Community Services Department	General Fund	On-going					
	Continue to use volunteer coordinators and committees to coordinate family classes and activities.	Community Services Department	General Fund	On-going					
	Conduct an annual survey to assess the supply and demand of childcare in Brea (by a volunteer).	Community Services Department	Not applicable	Annually					
	Maintain and make available pertinent information on child care providers through referral information.	Community Services Department	General Fund	On-going					
	Encourage full integration of individuals with disabilities in all phases of community life.	Community Services Department, Development Services	General Fund	On-going					
	Advocate, enhance and maintain the delivery of meals to the homes of low income, frail seniors, through the City, County and Feedback.	Senior Citizen Advisory	General Fund	On-going					
	Maintain (in partnership) an adult day program in Brea	Community Services Department	General Fund	On-going					
	Refine and expand the existing provider inventory for disabled residents services	Community Services Department	General Fund	On-going					
	Formalize a commitment to support the Brea Family Resource Center through adopting of the Human Services Master Plan.	Community Services Department	General Fund	2003					
	Maintain support for community volunteer coordinator program	Community Services Department	Not applicable	On-going					
	Continue to offer family friendly arts experiences highlighting value and fun.	Community Services Department	General Fund	On-going				CS-5.3	
CS-1.1 CS-1.2	Maintain a Human Services Coalition to facilitate the establishment of community based agencies and organizations that provide human services.	Community Services Department	Not applicable	On-going					
	Work with the School District to collaborate on after school and summertime programs.	Community Services Department , Brea-Olinda School District,	General Fund	On-going					
	Continue to expand business involvement to support youth and families.	Community Services Department	General Fund	Develop annually					
	Evaluate parent education programs and resources for effectiveness	Community Services Department	General Fund	On-going					
	Update and evaluate community awareness campaign regarding well-being of youth, families, and available resources.	Community Services Department	General Fund	By 2004					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.1 CS-1.4	Continue to establish various partnerships with law enforcement. Identify needed teen prevention programs for particular teen age groups.  Continue to market the volunteer program for the older population to tap into their skills and life experiences.  Encourage the development of long term care facilities in Brea that will serve the needs of low-income seniors.  Provide programs and activities that focus on socialization, recreation, health, wellness and education needs at the Community Center. Continue vigorous effort to attract the active senior.  Annually provide documented information on services and programs available in the community for older population.  Continue to support and expand public transportation for seniors.  Expand the supply of quality licensed home childcare providers as need is determined through survey data. Explore the feasibility of including child care impact mitigation in development agreements. Continue to be available for cooperative daycare programs with Brea Olinda School District.  Continue to provide free meeting space for senior citizens' groups at the Brea Senior Center  Support and sustain the activities of the Brea Senior Center including transportation and the lunch program  Encourage quality services targeted to Brea residents with disabilities, such as Brea Express  Expand and support youth volunteer programs to encourage community involvement.  Support and enhance the Case Management Program, the Homemaker Program, and Respite Service program delivered from the Brea Senior Center for "frail elderly"	Brea Police Department, Community Services Department Community Services Department Development Services Community Services Department Community Services Department Community Services Department, Development Services Department Brea, Olinda School District, Development Services Community Services Department Community Services Department Community Services Department Senior Citizen Advisory	Not applicable General Fund General Fund General Fund General Fund General Fund General Fund General Fund General Fund General Fund General Fund	On-going On-going 2005 On-going Annually On-going Conduct survey by end of 2005 On-going On-going On-going On-going On-going					
CS-1.1 CS-1.2 CS-1.4	Develop and expand hotline for teens with updated programs and services.  Investigate the feasibility of Youth Council and annually evaluate the level of participation of Student Advisory Board (7 <sup>th</sup> & 8 <sup>th</sup> graders).  Evaluate effectiveness of youth employment program for teens.	Community Services Department Community Services Department, Brea-Olinda School District Community Services Department	General Fund General Fund General Fund	Implement hotline and other programs by late 2006 Begin investigation by 2005 Annually					
CS-1.1 CS-1.2 CS-1.4	Encourage the development of local recreational alternatives for older teens (17-19)	Community Services Department	General Fund	On-going					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.1 CS-1.3 CP-1.4	Continue to strive to establish sports programs to meet the developmental skills/ differences of youth.	Community Services Department	General Fund	On-going					
CS-1.1 CS-1.6	Annually evaluate After School Program at the Community Center. Involve participants and their parents in determining future programs and activities.  Host a regular “convening” of service group stakeholders every two years. Inform service providers of the volunteer coordinator’s role.  Create a formal community education system and conduct personal outreach to senior citizens.  Increase collaboration between schools, the community center and parents through exchanging activity calendars, and having a contact person at each school, community center, the City and the police department.	Community Services Department  Community Services Department, Development Services Department Community Services Department  Community Services Department, Brea Police Department	General Fund  General Fund  General Fund	Annual  Every 2 years  End of 2006  On-going					
CS-1.2 CS-1.3	Encourage bilingual families/parents to volunteer at the community center	Community Services Department	Not applicable	On-going					
CS-1.2 CS-1.4	Offer a shuttle bus from the community center to the junior high school.	Community Services Department	General Fund	2004					
CS-1.3	Offer free/low cost child care at the site of ESL classes.  Encourage the continuation and development of after school and evening programs for children and youth. Maximize participation by increasing the number of locations where the programs are provided and supporting transportation options to these locations. Develop a focused implementation plan that will examine the needs of youth, senior, and cultural integration programs in Brea. The Plan will examine existing needs, resources, and service gaps.	Community Services Department  Development Services Department  Community Services Department	General Fund  General Fund, Redevelopment, Impact fees General Fund	2003  On-going  2004					
CS-1.4	Create developer incentives (such as increased floor area ratio or reduced parking requirements) for employers or developers who include child and/or senior care facilities in the design of new housing and commercial buildings. Provide an internet link and description of community clubs on the City’s website.	Development Services Department  Development Services Department	Impact fees  General Fund	2004  2003					
CS-1.4 CS-1.5	Establish/designate a series of days which focus on specific charitable events/programs that service clubs could jointly support to the level of capability.	Community Services Department	Not applicable	2004					
CS-1.4 CS-1.5 CS-1.6 CS-1.7	Look into volunteers at the senior center, cultural organizations and high school students to translate at schools and school events such as during Parent Teacher nights.	Community Services Department, Brea Olinda Unified School District	Not applicable	On-going					
CS-1.5	Establish “volunteer time” as a community service credit for city employees working for community organizations or at events.  The City shall work with faith based organizations in the community to expand children-oriented services to the youth of Brea.	Community Services Department  Community Services Department	Not applicable  Not applicable	2003  On-going					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.5 CS-1.6	Develop a coordination director or liaison between the city and community groups. This position would coordinate the assistance of service clubs to assist/perform charitable programs such as "taste of Brea", "Fourth of July" and other similar events. This would also help in informing clubs when any city assets/equipment is available/planned for redistribution.	Brea Community Services Department	General Fund	2003					
CS-1.6	Establish tangible incentives and recognition programs to high school volunteers for community service.	Brea Olinda Unified School District	Not applicable	2003					
<b>SECTION XIV: RECREATIONAL SERVICES</b>									
CS-2.1	The City shall strive to meet the growing recreational needs of residents through the acquisition of new programs and recreational facilities.  Support community and senior services agencies with developing recreational outreach programs.	Community Services Department	General Fund	On-going  Development implementation program by 2005.					
CS-2.2	Work with the Brea Olinda School District to develop after school recreational opportunities for teens and youth.	Community Services Department, Brea Olinda School District	General Fund,	On-going					
CS-2.3	Partner with private agencies and employment centers to develop recreational programs such as work-related sports leagues and fitness days.	Community Services Department	General Fund	2003					
CS-2.4	Continue to engage in joint use agreements with the Brea-Olinda School District to further expand recreational facilities.	Community Services Department , Brea Olinda School District	General Fund	On-going			CR-3.2 CR-1.5		
CS-2.5	Continue to support the role of the Parks, Recreation, and Human Services Commission.	Community Services Department	General Fund	On-going					
<b>SECTION XV: EDUCATION SERVICES</b>									
CS-3.1	Work with the Brea Olinda Unified School District to determine ways that schools can be made more available to the community for weekend and evening use.  Increase collaboration between schools, the community center and parents through exchanging activity calendars, and having a contact person at each school, community center, the City and the police department  Cooperate with existing public and non-profit service agencies to develop a service program that will coordinate the efforts of providing education to children and youth in Brea.	Brea Olinda Unified School District, Development Services Department	General Fund	On-going					
CS-3.2	Provide regular status reports to the Brea Olinda Unified School District on potential and approved development projects. Review development proposals and amendments for consistency with school facility requirements.	Brea Olinda Unified School District, Development Services Department	General Fund	Implement by 2005.					PS ES-1.3
CS-3.1 CS-3.2	Explore creating a part-time school and city liaison position.	Brea Olinda Unified School District, Development Services Department	General Fund	Investigate feasibility by end of 2005.					
CS-3.3	Work with the Brea Olinda school district to assess development impact fees and other potential funding sources for the development of new school facilities.	Brea Olinda Unified School District, Planning Department	General fund	On-going		ES-1.3			
CS-3.2 CS-3.3	Require an assessment of school impacts prior to the approval of development projects that require legislative acts, including general plan amendments and zoning changes.	Brea Olinda Unified School District, Development Services Department	General Fund	Investigate feasibility by end of 2005.					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-3.4 CS-3.5	Offer a shuttle bus from the community center to the junior high school.	Brea Olinda Unified School District, Development Services	General Fund	Investigate feasibility by end of 2004.					
CS-3.6	Encourage the establishment of a post-secondary educational institution such as an art school, satellite university campus, or vocation school. Provide funding and regulatory incentives to facilitate development.	Economic Development, Development Services	Impact fees and outside funding sources	Commence investigation by 2005.					
<b>SECTION XVI: LIBRARY SERVICES</b>									
CS-4.1	Encourage adequate library services not only for general users of the facility, but also those involved with children's programming and English as a second language users.	Orange County Library	General Fund	On-going					
CS-4.1 CS-4.3	Establish an advisory network composed of representatives of local public facility and service provider, City officials, the Brea Olinda School District and the Orange County Public Library. This network would not be a standing board of the City, but rather, a group that periodically meets and advises the Orange County Library in order to ensure that the community's needs for library services are being met.  Explore possible joint marketing Library programs with City and Schools.	Orange County Library, City of Brea, Brea Olinda Unified School District	General Fund	2004  Investigate feasibility by 2004.					
CS-4.3	Identify and continually monitor library service needs in the community through surveys and outreach.  Provide advanced communication opportunities for the public at City libraries.  Explore need for citizens support group for the Library.  Continue effort to expand existing Library programs through the use of teen and adult volunteers.	Orange County Library, Community Services Department	General Fund	2003  Ongoing  Investigate program by 2005.  On-going					
CS-4.4	Cooperate with the Orange County Public Library system, in exploring the development of maintaining a new or expanded library facility in the community.	Orange County Library	General Fund	Investigate feasibility by 2005.					
<b>SECTION XVII: CULTURAL ARTS</b>									
CS-5.1	Continue implementation of the Arts in Public Places Program.	Community Services Department, Development Services	General Fund, Development fees	On-going					
CS-5.1 CS-5.11	Prepare a Cultural Arts Master Plan.	Community Services Department	General Fund	Complete Plan by end of 2005					
CS-5.2	Work with the Brea Historical Society to establish criteria to include more representation of Brea's history and historical resources in arts programs and public art.	Community Services Department,	General fund, Development fees	On-going					
CS-5.2 CS-5.9	Explore new and creative methods for capturing and preserving the cultural heritage of the community, such as oral history programs and videotapes.	Community Services Department	General Fund	2005					
CS-5.3	Continue to integrate the fine arts into the After School Program.  Continue to establish art internships.	Community Services Department	General Fund	On-going					
CS-5.3 CS-5.7	Cooperate with the Brea Olinda Unified School District, local private schools and colleges to increase art education in Brea.	Community Services Department, Brea Olinda School District	General fund, School District funds	On-going					
CS-5.4	Develop an art recognition or awards program to recognize local artists.	Community Services Department	General Fund	Establish program by end of 2005					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-5.5	Develop opportunities for live/work “artist loft” housing for artist through zoning, regulatory incentives and funding. Restrict these units for use by local artists.	Community Services Department, Development Services	General Fund	Explore development of program by end of 2005. Implement as needed.					
CS-5.6	Adopt a plaque program to recognize culturally important and heritage sites.  Continue implementation of the Art Shelter program for public bus stops.  Develop program objectives and provide detailed standards and guidelines for the installation of public art, with an emphasis on the relationship between local history and public art. Address issues of artist selection, project siting, funding, etc. There should be close coordination with the Streetscape Standards & Guidelines and the Environmental Graphics Program.	Community Services Department	General Fund	Develop of program by 2006  On-going  Develop program by 2006					
CS-5.8	Examine possible private/public partnerships to further cultural arts awareness and programs.	Community Services Department	General Fund	On-going					
CS -5.11	Consider developing an ‘arts shuttle’ similar to the arts shuttle in Laguna Beach and Pasadena that provides transportation to different venues in Brea.	Community Services Department, Development Services	General Fund	Explore feasibility of shuttle by 2005.					
CS-5.12	On a periodic basis, poll the community to identify demand for cultural arts programs and to determine whether needs/desires are being met.	Community Services Department	General Fund	Develop survey by end of 2004. Poll community every two years.					
CS -6.1	Continue to utilize and promote the Curtis Theater, Brea Gallery, and the Community Center for cultural art venues.	Community Services Department	General Fund	On-going					
CS-6.2	Develop joint-use agreements with the Brea Olinda School District for the sharing of performance and exhibit spaces.	Community Services Department, Brea Olinda School District	General Fund	Begin development of agreements by 2004					
CS-6.3 CS-6.3	Examine opportunities within existing structures and new development for the exhibit spaces or performance venues.	Community Services Department, Development Services	General Fund	2005					
CS- 7.2	Encourage Brea talent to apply for grants for public art creation and programs.	Community Services Department	General Fund	On-going					
CS-7.1 CS- 8.1	Apply for state, federal, local and private grants to increase participation and promote Brea’s cultural arts programs.	Community Services Department	General Fund	2005 and as needed					
CS-7.3	Encourage City staff to volunteer at City-sponsored arts events.	Community Services Department, City of Brea	General Fund	On-going					
CS-7.2 CS--8.1	Work with non-profit, private and community organizations to provide funding, volunteer and exposure for cultural arts activities. Explore the development of a community or privately sponsored plaque or mural program.	Community Services Department	General Fund	On-going					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
<b>SECTION XVIII: EMERGENCY SERVICES AND SAFETY</b>									
PS-1.1	Ensure that city staff continues to meet with the Brea Police Department to identify community needs, issues and any impacts that new development might have on police services. Evaluate the need for additional police facilities to serve new development.	Police Services	General fund	Ongoing					
PS-1.2	Coordinate with the Brea Fire and Police Department to determine the need and applicability of new technology and equipment in Brea.	Police Services, Fire Services	General fund	Ongoing					
PS-1.3	Evaluate the number of officers, total population, and crime statistics to ensure that appropriate levels of police protection are provided citywide.	Police Services	General fund	Ongoing					
PS-1.4	Fund appropriate levels of fire personnel, staff, and equipment, to maintain a four- to six-minute emergency response time for fire emergencies.	Police Services, Fire Services	General fund	Ongoing					PS-6.2
	Utilize wildland urban fire hazard mitigation techniques involving vegetation modification including chipping, scattering, multi-cutting, crushing, pruning and other non-fire hazard abatement concepts.	Development Services, Fire Services	General fund	Ongoing					PS-6.2 PS-6.3
PS-1.5	Require new development to pay for increased fire protection as necessitated by a particular development..	Development Services, Fire Services	General fund	Ongoing					
PS-1.6	Require the installation of sprinkler systems in all buildings that are not readily accessible to fire-fighting equipment and apparatus or do not meet minimum fire flow and fire hydrant requirements.	Development Services, Fire Services	General fund	Ongoing					
	Inspect water hydrants and conduct fire-flow tests on an annual basis, with priority given the high-fire-hazard areas.	Fire Services	General fund	Ongoing; Annually					
PS-1.7	Continue active community oriented policing programs such as the Brea Bicycle Patrol program and the Community Action Patrol. Require the participation of the Police Department in the development review process relative to building and site plan vulnerabilities to criminal activity and suggested design criteria to mitigate such vulnerabilities.	Police Services	General fund	Ongoing					
PS-1.8 PS-1.2	Coordinate with the Brea Fire and Police Department to determine the need and applicability of new technology and equipment in Brea.	Police Services, Fire Services	General fund	Ongoing					
PS-1.9	Biannually evaluate the City's emergency preparedness program to ensure that the City has adequate police, fire and protection services in event of an emergency.	Police Services, Fire Services, Development Services	General fund	Biannually					
PS-1.10	Conduct annual mailings to Brea residents through utility bills that explain the City's Emergency Response Plan, Brea Emergency Operations Center, and appropriate procedures and numbers to call in the event of a disaster.	Police Services, Fire Services, Development Services	General fund	Annually					
PS-1.11	Coordinate with the Brea Police Department to increase public awareness about criminal activity and crime prevention. Maximize the use of after school programs, volunteer programs, Neighborhood Watch programs and other community oriented policing programs.	Police Services	General fund	Ongoing					
PS-1.12	Develop and maintain crime prevention guidelines for building construction. Provide these guidelines to police and code enforcement personnel.	Police Services, Development Services	General fund						
<b>Crime Prevention Through Environmental Design (CPTED)</b>			General fund						
PS-2.1	Implement crime prevention through environment (CPTED) design, based upon the concept of defensible space with the establishment of specific design criteria, and the application of that criteria to proposed projects through the development review process. Establish funding sources and priorities, and set forth a phased improvement program.	Police Services, Development Services	General fund						
PS-2.2	Enforce natural surveillance techniques for existing projects and new residential and commercial projects.	Police Services, Development Services	General fund	Ongoing					

**Public Safety**

Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-2.3	Require the participation of the Police Department in the development review process for public areas relative to building and site plan vulnerabilities to criminal activity and suggested design criteria to mitigate such vulnerabilities.	Police Services, Development Services	General fund	Ongoing					
PS-2.4	Examine and maintain a database of structures within the City that are at risk of incidence of or crime. Develop an implementation strategy based upon CPTED design techniques.	Police Services, Development Services	General fund						
<b>Pedestrian Safety</b>									
PS-3.1	Develop objectives, and detailed standards and guidelines for the treatment of public streetscapes to improve safety and walkability. Recommendations should address street trees, street lighting, street furniture, traffic calming, and other pertinent issues. Establish funding sources and priorities, and set forth a phased improvement program.	Development Services	General fund		CD-12.2		CR-7.1 CR-7.2 CR-7.5		
PS-3.2	Require that adequate safety lighting in pedestrian and parking lots is addressed for all new projects through the development review process.	Development Services	General fund	Ongoing	CD-12.2		CR-7.1 CR-7.2 CR-7.5		
PS-3.3	Develop appropriately designed shielding safety lighting for pedestrian walkways and trails. Establish an implementation plan for development of lighting installation.	Development Services	General fund		CD-12.2		CR-7.1 CR-7.2 CR-7.5		
<b>SECTION XIX: HAZARDS MANAGEMENT</b>									
PS-4.1	Minimize public health and environmental risks from the use, transport, storage and disposal of hazardous materials with the following approaches: <ul style="list-style-type: none"> <li>Cooperate with federal, state and local agencies to effectively regulate the management of hazardous materials and hazardous waste;</li> <li>Cooperate with the County of Orange to implement applicable portions of the County Hazardous Waste Management Plan and the Hazardous Materials Area Plan;</li> <li>Identify roadway transportation routes for conveyance of hazardous materials;</li> <li>Implement the emergency response plan for accidents involving hazardous materials; and</li> <li>Cooperate with the Certified Unified Program Agency (CUPA) for the City of Brea (the Orange County Environmental Health Department) and the Orange County Fire Authority to administer risk management plans for businesses within the City.</li> </ul>	Development Services, Maintenance Services, County of Orange, Federal and State Agencies	General fund, federal, state and local regulatory agencies	Ongoing					
PS-4.2	Monitor businesses that transport, handle, and generate hazardous materials to ensure proper disposal.	Development Services, Maintenance Services	General fund	Ongoing					
PS-4.3	Cooperate with the County Household Hazardous Waste Program to protect residents from dangers resulting from the use, transport and disposal of hazardous materials used in the home. The program includes public education about health and environmental hazards of household hazardous materials and periodic collection campaigns at established sites. Educate residents of the nearest location of a hazardous waste disposal site.	Development Services, County of Orange, Environmental Health Department	General fund	Ongoing					
PS-4.4	Provide education and information to the community about: <ul style="list-style-type: none"> <li>Commonly used hazardous materials;</li> <li>More environmentally friendly alternatives;</li> <li>Safe recycling and disposal methods; and</li> <li>Location of nearest household hazardous waste collection center.</li> </ul>	Development Services, County of Orange	General fund	Ongoing					
PS-5.1 PS-5.2	Cooperate with the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources to protect residents from dangers resulting from the drilling, operation, maintenance, and abandonment of oil, gas, and geothermal wells and support regulations regarding abandoned oil facilities including both idle and orphan wells.	Development Services, California Department of Conservation-Division of Oil, Gas, and Geothermal Resources	General fund	Ongoing					PS-5.2
PS-5.3	During review of development proposals, require comprehensive investigation, studies, disclosures, and remediation of any former oil field property proposed for an alternative use.	Development Services	Development fee	Ongoing					
<b>SECTION XX: WILDLAND FIRES</b>									



**Public Safety**  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-6.1	Continue to implement the Very High Fire Hazard Area Requirements and the Fuel Modification Plan Guidelines for High Fire Hazards Areas as a preventative measure to avert wildland fires.	Development Services, Fire Services	General fund	Investigate by end of 2005; implement as needed					
PS-6.2 PS-6.3	Promote fire prevention in Brea in the following ways: <ul style="list-style-type: none"> <li>Work closely with the Orange County Fire Authority to implement fire hazard education and fire prevention programs, including fuel modification programs;</li> <li>Utilize wildland urban fire hazard mitigation techniques involving vegetation/fuel modification including chipping, scattering, multi-cutting, crushing, pruning and other non-fire hazard abatement concepts.</li> <li>Coordinate with the local water districts and Orange County Fire Authority to ensure that water pressure for urban and hillside areas and sites to be developed is adequate for fire fighting purposes; and</li> <li>Adopt and implement the Uniform Fire Code provisions and appropriate amendments to reflect the unique Brea topography, climate, vegetation and urban form.</li> </ul>	Development Services, Fire Services	Development fees	Ongoing					PS-6.3
PS-6.2	Review development proposals to ensure that the City's four to six-minute fire response time is undertaken.	Development Services, Fire Department	Development Fees	Ongoing					
<b>Flood Concerns</b>									
PS-7.1 PS-7.2 PS-7.6	Coordinate with the Orange County Flood Control District (OCFCD) to ensure regularly scheduled maintenance of flood control channels and completion of necessary repairs. Coordinate with the OCFCD, Cal Domestic Water Company and Metropolitan Water District (MWD) regarding any needed improvements to existing aboveground water tanks. In addition, work with the District to identify new flood control improvements for existing flood hazards and potential hazards from new development, and establish installation programs for improvements. Require detention basins for new development, where necessary, to reduce flooding risks.  Continue to participate in the National Flood Insurance Program (NFIP) administered through the Federal Emergency Management Agency (FEMA). The NFIP program provides federal flood insurance subsidies and federally financed loans for property owners in flood-prone areas.	Development Services, Orange County Flood Control District, Cal Domestic Water Company, Metropolitan Water District (MWD)	Development fees, General fund	Ongoing					PS-7.2 PS-7.6
PS-7.3 PS-7.5	Create an active storm drain inspection program in order to prevent flooding, avoid property damage, and protect surface water quality. Allow the program to evaluate and monitor water storage facilities that might pose an inundation hazard to downstream properties.	Development Services	General fund	Establish program by end of 2007					PS-7.5
<b>SECTION XXII: GEOLOGIC AND SEISMIC CONSIDERATIONS</b>									
PS-8.1 PS-8.2	To minimize damage from earthquakes and other geologic activity, implement the most recent state and seismic requirements for structural design of new development and redevelopment.  Where geologic instability can be identified and cannot be mitigated, or presence of faulting is identified, use open space easements and other regulatory techniques to prohibit development and avoid public safety hazards.	Development Services	Development Fees, General fund	Ongoing					PS-8.2

**Public Safety**  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-8.3	During review of development and redevelopment proposals, require surveys of soil and geologic conditions by state licensed Engineering Geologists and Civil Engineers where appropriate. Examples of when these surveys are required are (1) for projects within a State-delineated earthquake fault regulatory zones for liquefaction, fault ruptures, and seismically induced landsliding, in accordance with the California Geologic Survey and (2) prior to the development of any area with slopes more than 10 feet high at a gradient equal to or steeper than 2:1.	Development Services	Development fees	Ongoing					
PS-8.4	Develop informational overlays that augment the City's zoning ordinance to identify those areas where more detailed geotechnical studies should be carried out as part of liquefaction-susceptibility investigation, restrict development in liquefaction-prone areas, or to establish specific building design standards aimed at reducing the risk of liquefaction.	Development Services	Development fees, General fund	By the end of 2004					
PS-8.5 PS-8.6	Promote earthquake preparedness in the community with periodic earthquake awareness programs. The program could include mailing brochures to residences and businesses, press releases, school education programs and presentations to homeowner groups and property managers. Coordinate programs with Federal, State, and local emergency service providers and the school districts to maximize public participation.	Development Services, Brea-Olinda Unified School District	General fund	Ongoing					
<b>SECTION XXII: NOISE</b>									
PS-9.1 PS-9.4 PS-9.5, PS-11.4	Ensure that new development is exposed to acceptable noise levels. Require acoustical analyses for all proposed development within the 60 dB CNEL contour as shown on Figure N-1 in the Noise Element. Also require acoustical analyses for all proposed residential projects in the vicinity of existing and proposed commercial and industrial areas. Where the noise analyses indicate that the noise standards in Table N-2 will be exceeded, require noise control measures to be incorporated into the proposed development to reduce noise to acceptable levels. Noise control measures may include berms, walls, and sound attenuating architectural design and construction methods. Only permit new development if the noise standards and the City noise regulations can be met.	Development Services	Development fees	Ongoing					PS-9.4 PS-9.5 PS-11.4
PS-9.2	Continue to enforce the City noise regulations to protect residents from excessive noise levels from stationary sources. The regulations provide protection from non-transportation related noise sources such as music, machinery, pumps, and air conditioners on private property. Periodically evaluate regulations for adequacy and revise, as needed, to address community needs and changes in legislation and technology.	Development Services	General fund	Ongoing					
PS-9.3 PS-9.5	Use noise and land use compatibility standards to guide future planning and development decisions. Table PS-6 in the Noise Element summarizes the standards for acceptable noise levels by land use types. Table PS-6 in the Noise Element provides criteria for assessing the compatibility of future development with the noise environment. Review development proposals to ensure that the noise standards and compatibility criteria are met. Require mitigation measures, where necessary, to reduce noise levels to meet the noise standards and compatibility criteria.	Development Services	Development fees, Mitigation payment	Ongoing					PS-9.5
PS-9.4	All City departments and agencies will comply with local, state and federal noise standards, including state and federal OSHA standards. All new equipment or vehicle purchases will comply with local, state and federal noise standards. Such equipment includes compressors, air conditioners, leaf blowers and other fixed and mobile machinery. Purchase noise-producing equipment with the necessary noise abating equipment installed.  Reduce the noise impacts associated with City services acquired through contracts with other public and private entities, such as street sweeping, solid waste removal and transport, landscaping maintenance, construction projects and emergency services.	Development Services	General fund	Ongoing					
PS-9.5 PS-11.5	Limit delivery or service hours for stores with loading areas, docks or trash bins that front, side, border, or gain access on driveways next to residential and other noise sensitive areas. Only approve exceptions if full compliance with the nighttime limits of the noise regulations are achieved.	Development Services	General fund	Ongoing					PS 11.5

**Public Safety**  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-10.1 PS-10.2	Mitigate noise impacts to acceptable levels from transportation activity to enhance the quality of the community. Incorporate noise control measures, such as sound walls and berms, into roadway improvement projects to mitigate impacts to adjacent development. Request Caltrans and the Orange County Transportation Corridor Agencies (OCTA), as well Los Angeles Metropolitan Transit Authority (MTA) to provide noise control for roadway projects within the City and Sphere of Influence. Particularly, advocate reducing noise impacts from the SR-57.	Development Services	General fund, OCTA, Federal grants	Ongoing					PS-10.2
PS-10.1	Coordinate with the Orange County Sheriff's Department and the California Highway Patrol to enforce the California Vehicle Code pertaining to noise standards for cars, trucks, and motorcycles.	Development Services	General fund	Ongoing					
PS-11.1	Provide written information describing methods of retrofitting existing structures and properties to reduce noise impacts, including sound insulation, double-pane glass windows, sound walls, berming and other measures.	Development Services	General fund	Ongoing					
PS-11.2	Enforce the provisions of the State of California Noise Insulation Standards (Title 24) that specify that indoor noise levels for multi-family residential living spaces shall not exceed 45 dB CNEL. The Title 24 noise standard is defined as the combined effect of all noise sources and is implemented when existing or future exterior noise levels exceed 60 dB CNEL. Title 24 requires that the standard be applied to all new hotels, motels, apartment houses and dwellings other than single-family dwellings. Also apply the standard to single-family dwellings and condominium conversion projects as official policy.	Development Services	Development fees, Mitigation payments	Ongoing					
PS-11.3	Require all construction activity and special events to comply with the limits established in the Noise Control Ordinance. Review the Noise Control Ordinance for adequacy and amend as needed to address community needs and development patterns.	Development Services	Development fees, General fund	Ongoing, Revise ordinance by end of 2004					

# URBAN DESIGN IMPLEMENTATION STRATEGIES

## Public Realm Strategies

1. **Urban Design Principles:** Adopt the Urban Design Principles, and require that all public improvements and development projects conform to its principles and guidelines. Subsequent planning documents, including specific plans, public improvement plans and design guidelines, shall also be consistent with the Urban Design Principles.
2. **Public Realm Urban Design Palette:** Adopt the Public Realm Urban Design Palette, and require that all subsequent planning documents and public improvement projects are consistent with its recommendations. Allow deviations where they are shown to fulfill the palette's intent.
3. **Public Improvement Plans:** Prepare and adopt the following public improvement plans. The development of these plans shall include appropriate City staff and officials, community residents and key stakeholders; plans shall exhibit sensitivity to the quality and character of districts and neighborhoods. Coordinate proposed funding sources and phasing strategies with the City's Capital Improvement Program.
  - **Citywide Parks & Trails Master Plan:** Study and identify opportunities for new parks and trails throughout the community, as well as the improvement of existing parks and open spaces. Establish policies, development standards and guidelines, funding sources and priorities, as well as a phased improvement program. Conceptual studies for the design and improvement of particular parks and trails may be included.
  - **Citywide Streetscape Standards & Guidelines:** Develop objectives, and detailed standards and guidelines for the treatment of public streetscapes; as appropriate conceptual design studies for the design and improvement of particular streets may be included. Recommendations should address street trees, street lighting, street furniture, traffic calming, and other pertinent issues. Establish funding sources and priorities, and set forth a phased improvement program.
  - **Citywide Environmental Graphics Program:** Prepare program objectives, detailed design standards and guidelines, and identify funding opportunities for a coordinated system of public signage; as appropriate, specific design studies may be included. Recommendations should address community and district identification signs and gateways, directional signage, pedestrian-oriented directories, street banners, etc. This program should supplement the Streetscape Standards & Guidelines.

- **Citywide Public Art Program:** Develop program objectives and provide detailed standards and guidelines for the installation of public art, with an emphasis on the relationship between local history and public art. Address issues of artist selection, project siting, funding, etc. There should be close coordination with the Streetscape Standards & Guidelines and the Environmental Graphics Program.
  - **Cultural Resources Inventory & Conservation Plan:** Maintain a current inventory of the City's historic and cultural resources. Include significant building and landscape resources, and provide for periodic review and update. Develop objectives and strategies for the conservation of these resources.
4. **Public Improvement Programs:** Implement public improvement plans through a coordinated program of public works. Improvements should cover parks, trails and streetscapes, and funding should encompass a variety of public and private sources.
- **Parks & Trails Expansion:** Pursue funding and undertake expansion of the community's parks and trail systems, based on the priorities and recommendations of the Parks & Trails Master Plan.
  - **Parks Improvements:** Pursue funding and undertake improvements to existing parks in accordance with the priorities and recommendations of the Parks & Trails Master Plan.
  - **Streetscape Improvements:** Pursue funding and undertake streetscape improvements in accordance with the priorities and recommendations of the Citywide Streetscape Standards and Guidelines, as well as the Citywide Environmental Graphics Program.
  - **Neighborhood Street Trees Program:** Develop a program that involves residents and neighborhood groups in the funding, planting, replacement, and maintenance of street trees within residential neighborhoods. Organizational and technical assistance will be provided by City staff, and to ensure compliance with overall urban design goals and objectives.
5. **Maintenance Programs:** Ensure that plans and program provide for the funding of on-going maintenance of public improvements, including parks, trails, streetscapes, and other components of the open space network. Funding and maintenance activities may encompass a variety of public and private sources.

## **Private Realm Strategies**

1. **Urban Design Principles:** Adopt the Urban Design Principles, and require that all private development projects conform to its principles and guidelines. Subsequent planning documents, including specific plans and design guidelines, shall also be consistent with the Urban Design Principles.
2. **Private Realm Design Palette:** Adopt the Private Realm Urban Design Palette, and require that all subsequent planning documents and private development projects are consistent with its recommendations. However, allow deviations where they are shown to fulfill the palette's intent.
3. **Development Standards:** Review existing development standards for consistency with the Urban Design Principles and Plan, and adopt new and/or revised standards as appropriate. Give particular attention to preparation and adoption of the following:
  - Standards that support mixed-use and urban village development types.
  - Standards that prevent inappropriate and excessive development on single family residential lots (i.e. anti-mansionization requirements).
  - Standards for large-lot residential development that supports environmental protection of hillside areas.
4. **Design Guidelines:** Use design guidelines to not only achieve minimum standards of design, but also promote high quality and creative design solutions. In addition, rely on design guidelines to establish criteria for the review of private development proposals.
  - **Citywide Design Guidelines:** Prepare and adopt a Citywide Design Guidelines document applicable to private sector development throughout the community. These Guidelines should build upon the Urban Design Principles and Private Realm Urban Design Palette.
  - **Design District Guidelines:** Prepare and adopt design guidelines applicable to particular districts and neighborhoods. Focus on those areas with a unique character and/or in need of special attention. This work should supplement the Citywide Design Guidelines. As appropriate, design guidelines applicable to a particular area may be incorporated within a Specific Plan.
  - **Downtown Architectural Control Criteria:** The existing document shall continue to apply to all development within the area designated by that plan.
5. **Public Assistance Programs:** Initiate programs whereby the City takes an active role in assisting private property owners to upgrade their properties, and achieve conformance with the community's urban design goals and policies.

- **Rehabilitation Assistance:** Develop a program and identify funding sources that will encourage and assist business and commercial property owners in the improvement, rehabilitation, and reuse of buildings and building facades. Give priority to historic buildings and buildings that otherwise contribute to the identity of the community and its districts.
  - **Design Assistance:** Develop a program that works in conjunction with the rehabilitation assistance program to aid business and property owners in preparing appropriate designs for buildings and signage. Assistance may be provided directly by assigned Staff and/or facilitate the hiring of recommended design consultants.
- 6. Enforcement Programs:** Initiate programs that ensure adherence with adopted urban design policy, development standards and design guidelines, including design review and active code enforcement.
- **Design Review:** Require Staff level design review of all private development projects, including new buildings and building additions, rehabilitations and remodels, as well as signage. This may exclude minor additions to single-family residences that do not face or visually impact the public right-of-way.
  - **Code Enforcement:** Enforce the City's zoning, building, and property maintenance standards, with priority given to those residential neighborhoods where there is an especially strong interest in protecting and maintaining the established character.

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**Table HE-44  
Housing Implementation Program Summary**

<b>Housing Program</b>	<b>Program Goal</b>	<b>2014-2021 Objective/ Time Frame</b>	<b>Funding Source(s)</b>	<b>Responsible Department or Agency</b>
<b>Maintaining Existing Housing Quality and Affordability</b>				
1. Single-Family Rehabilitation Program	Provide loans to lower income homeowners to help them rehabilitate their homes.	Issue an average of 15-18 loans and grants on an annual basis, with a goal to assist 130 households over the planning period.	CDBG; HOME	Community Development Department
2. Rental Rehabilitation and Assistance Program	Provide rehabilitation and refinancing loans to owners of rental properties.	Inform apartment owners about the program, and pursue expanded resources for implementation.	HOME; Housing Trust Fund; other outside sources	Community Development Department
3. Multi-Family Acquisition and Rehabilitation	Upgrade deteriorated apartment buildings, and provide long-term affordable rental housing.	Identify deteriorated apartments, cooperate with non-profits to secure funds to acquire & rehabilitate units.	HOME; Housing Trust Fund; Low Income Housing Tax Credits; other outside sources	Community Development Department
4. Preservation of Assisted Housing	Preserve the existing affordable rental stock at-risk of conversion to market rents.	Contact property owners of at-risk projects. Provide preservation incentives; work with priority purchasers; coordinate tenant education.	HOME; Housing Trust Fund; other State and Federal funds	Community Development Department
5. Section 8 Rental Assistance Program	Provide rental subsidies to extremely low and very low-income households.	Maintain current levels of assistance and direct eligible households to the program. Encourage landlords to register units with the County.	HUD Section 8	Community Development Department; Orange County Housing Authority
<b>Provision of New Affordable Housing</b>				
6. Affordable Housing Ordinance	Integrate housing affordable to low- and moderate-income households within market rate developments.	Continue to implement Ordinance to achieve affordable units, and generate in-lieu fee revenues.	Housing Trust Fund	Community Development Department
7. Affordable Housing Development Assistance	Facilitate affordable housing development by for-profit and non-profit housing developers/corporations.	Provide financial and regulatory incentives for affordable housing, with particular consideration given to projects with units for ELI and other difficult to serve groups.	Housing Trust Fund; Co. of Orange RFPs; State MHP grants; Low Income Housing Tax Credits; Housing Asset Fund	Community Development Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Provision of Adequate Housing Sites</b>				
8. Land Use Element and Sites Inventory	Provide adequate sites for future housing development consistent with regional housing needs.	Maintain a current inventory of residential and mixed use sites and provide to developers along with information on available development incentives. Maintain inventory on City's website.	General Fund	Community Development Department
9. Mixed Use/ High Density Opportunity Sites	Provide expanded opportunities for mixed use and high density residential development.	In conjunction with the focused General Plan update in 2014, evaluate re-designation of one or more of four identified sites and/or other sites.	General Fund	Community Development Department
10. Creation of Higher Density Residential Zoning	Provide for higher density residential zoning to facilitate affordability in multi-family development.	Evaluate establishing a new R-3H zone and identify suitable locations for designation as part of General Plan update in 2014.	General Fund	Community Development Department
11. Second Units	Promote second units in new and existing housing as a form of affordable, multi-generational housing.	By 2015, re-evaluate existing second unit development standards and amend accordingly. Prepare educational brochure, and sample second unit site plans.	General Fund	Community Development Department
12. Publicly-Owned Land for Affordable Housing	Provide expanded sites for affordable housing on surplus or underutilized public land.	In 2014, prepare inventory of publicly owned land, and evaluate modifying the P-F zone to accommodate residential uses.	General Fund	Community Development Department
13. Annexation of Sphere of Influence	Increase the City's capacity to accommodate future housing growth.	Pursue phased annexation of the Sphere of Influence consistent with infrastructure capacities.	General Fund	Community Development Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Removal of Governmental Constraints</b>				
14. Regulatory Incentives	Facilitate the production of affordable housing through provision of regulatory incentives.	Continue to offer incentives for affordable housing. Provide a waiver via payment through the City Housing Trust Fund, of application fees for prevailing wage projects with a minimum 10% ELI units.	Housing Trust Fund	Community Development Department
15. Affordable Housing Incentives in Mixed Use Zones	Provide incentives for inclusion of lower income units in MU-I and MU-II zone districts.	Amend the Code in 2015 to eliminate discretionary review for stand-alone residential projects in MU-I and MU-II zones that incorporate 15% lower income units.	City Housing Trust Fund	Community Development Department
16. Multi-family Development in Multi-family Zones	Encourage efficient use of multi-family and mixed use zoning, and discourage single-family development in these districts.	In 2015, establish standards in the Zoning Code to promote exclusively multi-family development in R-3 and mixed use zoning districts.	General Fund	Community Development Department
17. Multi-family Design Guidelines	Provide upfront direction to developers on the desired character of multi-family development in Brea.	Develop Multi-Family Design Guidelines in 2015 which address development compatibility and sustainable site design and building practices.	General Fund	Community Development Department
18. CEQA Exemptions for Infill Projects	Utilize allowable CEQA exemptions for qualified urban infill and other qualifying residential projects.	Continue to utilize categorical CEQA exemptions where appropriate, on a case-by-case basis.	General Fund	Community Development Department
19. Efficient Project Processing	Provide efficient development processing procedures to reduce the cost of development.	Continue to offer streamlined development processing, and periodically review procedures to ensure efficiency	General Fund	Community Development Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Equal Housing Opportunities and Special Needs</b>				
20. Fair Housing Program	Further fair housing practices in the community.	Continue to promote fair housing practices and refer fair housing complaints to the Orange County Fair Housing Council. Provide educational information on fair housing to the public.	General Fund	Community Development Department; Orange County Fair Housing Council
21. Housing Accessibility	Expand accessible housing options to persons living with disabilities.	Implement reasonable accommodation procedures; encourage Universal Design in new development; provide rehabilitation grants for accessibility improvements.	General Fund; CDBG	Community Development Department; Community Services Department
22. Senior Housing Opportunities	Support a range of housing options to address the diverse needs of Brea's growing senior population.	Beginning in 2015, consult with senior housing and gerontology experts to assist in adequately planning for the community's senior citizens.	General Fund; HOME; Housing Trust Fund; Housing Successor Fund; Low Income Housing Tax Credits; other outside sources	Community Development Department; Community Services Department
23. Housing Opportunities for Persons Living with Developmental Disabilities	Support a range of housing options for persons with developmental disabilities.	Work in cooperation with the OCRC to publicize information on available resources for housing and services. Pursue State and Federal funds available for supportive housing and services in future affordable housing projects.	General Fund; HOME; Housing Trust Fund; Low Income Housing Tax Credits; Mental Health Services Act (MHSA) funds; other outside sources	Community Development Department; Community Services Department
24. Veteran and Homeless Assistance	Promote housing and supportive services for veterans.	Host the Veterans Service Office; provide priority assistance under Brea's Affordable Housing Ordinance; support passage of AB 639 to provide expanded financial resources for veterans housing.	General Fund; Veterans Housing and Homeless Prevention Act (AB 639) funds; available Housing Trust Funds	Community Development Department; Community Services Department

Housing Program	Program Goal	2014-2021 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Sustainability, Energy Efficiency and Healthy Community</b>				
25. Prioritization of Sustainable Housing Projects	Prioritize sustainable housing developments in sustainable locations for their numerous benefits.	Beginning in 2014, prioritize projects in sustainable locations competing for funds and grants.	General Fund; State and Federal Grants; other potential affordable housing resources	Community Development Department
26. Green Building	Promote green building practices for more sustainable housing.	Provide outreach and education to developers and residents regarding CALGREEN, and ways to incorporate sustainability in project design and existing structures.	General Fund	Community Development Department
27. Energy Conservation	Evaluate and implement activities to support clean energy and energy efficiency solutions in Brea's housing.	Implement actions for clean energy and energy efficiency.	General Fund	Community Development Department
28. Healthy Community	Foster community health through land use planning and support for initiatives that promote a more active lifestyle.	By 2014, initiate an educational campaign on local opportunities for residents to stay active and improve their health. Support a built environment that encourages physical activity and reduces automobile travel.	General Fund	Community Development Department; Community Services Department

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202)

**ATTACHMENT C**

**Jurisdiction** City of Brea  
**Reporting Period** Jan 1 2014 - Dec 31 2014

**Table A**

**Annual Building Activity Report Summary - New Construction**  
**Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information						Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development  See Instructions	Deed Restricted Units  See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
Summerwind											
(9) Total of <b>Moderate and Above Moderate</b> from Table A3 ▶▶						156	156	4			
(10) Total by income Table A/A3 ▶▶			0	0	0	156	156				
(11) Total <b>Extremely Low-Income</b> Units*			none								

\* Note: These fields are voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction** City of Brea  
**Reporting Period** Jan 1 2014 - Dec 31 2014

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	1	19	0	20	Housing Rehabilitation Program
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	1	19	0	20	

\* Note: This field is voluntary

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>	0	0	0	0	0	0	
No. of Units Permitted for <b>Above Moderate</b>	114	40	0	2	0	156	4

\* Note: This field is voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea  
**Reporting Period**      Jan 1 2014      -      Dec 31 2014

**Table B**

**Regional Housing Needs Allocation Progress**

**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018	2019	2020	2021			Total Units to Date (all years)	Total Remaining RHNA by Income Level
<b>Income Level</b>		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8			
Extremely Low	Deed Restricted	213											213
	Non-deed restricted												
Very Low	Deed Restricted	213											213
	Non-deed restricted												
Low	Deed Restricted	305											305
	Non-deed restricted												
Moderate	Deed Restricted	335											335
	Non-deed restricted												
Above Moderate		785	156									156	629
Total RHNA by COG. Enter allocation number:		1,851											
Total Units ▶ ▶ ▶			156									156	1,695
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.



**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea  
**Reporting Period**      Jan 1 2014 - Dec 31 2014

**Table C**

**Program Implementation Status**

Program Description (By Housing Element Program Names)	<b>Housing Programs Progress Report - Government Code Section 65583.</b> Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Program #1	Provide rehab loans to		2 loans and 18 grants provided
Single-Family Rehabilitation Program	lower income homeowners	Year 1	
Program #3	Identify deteriorated apartments,		Sold 16 very-low income apartment units to
Multi-Family Acquisition & Rehabilitation	cooperate with non-profits to	Year 1	Innovative Housing Opportunities a non-profit
	secure funds to acquire & rehab		
Program #10 (from 2008-2014 implementation)	Provide silent second loans	Year 1	6 loans were provided
Homebuyer Assistance Program	to homebuyers		
Program #20	Provide educational		
Fair Housing Program	information on fair housing	Year 1	Brochures provided in City information racks

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

**ATTACHMENT C**

**Jurisdiction**      City of Brea  
**Reporting Period**      Jan 1 2014      -      Dec 31 2014

**General Comments:**

See Attachment C for an update on the balance of the programs in the Housing Element.

**HOUSING SUCCESSOR ANNUAL REPORT  
REGARDING THE  
LOW AND MODERATE INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2013-14  
PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE  
CITY OF BREA**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated as of December 18, 2014. This Report sets forth certain details of the CITY OF BREA (Housing Successor) activities during Fiscal Year 2013-14. The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund of the CITY OF BREA for Fiscal Year 2013-14 as prepared by Lance, Soll, & Lunghard, which Audit is separate from this annual summary Report; further, this Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- III. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- IV. **Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- V. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will

be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

- VI. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided.
- VIII. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- IX. **Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- X. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is January 1, 2004 to December 31, 2013.
- XI. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is available on the City's website at (<http://www.ci.brea.ca.us/index.aspx?nid=984>).

## I. AMOUNT DEPOSITED INTO LMIHAF

A total of \$840,004 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, no funds were held for items listed on the ROPS.

## II. ENDING BALANCE OF LMIHAF

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$18,949,145 as follows, with no funds held for items listed on the ROPS:

Nonspendable – Loans Receivable	\$18,144,052
Spendable	<u>805,093</u>
Total	\$18,949,145

## III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of expenditures from the LMIHAF by category:

	Fiscal Year
<b>Monitoring &amp; Administration Expenditures*</b>	<b>\$409,750</b>
<b>Homeless Prevention and Rapid Rehousing Services Expenditures</b>	<b>N/A</b>
<b>Housing Development Expenditures**</b>	
➤ Expenditures on Low Income Units	\$40,000
➤ Expenditures on Very-Low Income Units	N/A
➤ Expenditures on Extremely-Low Income Units	N/A
➤ Total Housing Development Expenditures	\$40,000
<b>Other***</b>	
Loss on Sale of Acacia Apartments	\$2,611,238
<b>Total LMIHAF Expenditures in Fiscal Year</b>	<b>\$3,060,988</b>

\***Monitoring and Administration Expenditures** include \$159,800 for a Homebuyer Assistance Program Loan issued in July 2013 for preservation of existing housing stock. This amount is included in the total for loans receivable. For accounting purposes this amount is not included in the expenditures in the audit of the LMIHAF.

\*\***Housing Development Expenditures** includes \$40,000 for a Homebuyer Assistance Program Loan issued in June 2014 for a newly-constructed single-family residence in the Summerwind development.

\*\*\***Other** includes the sale of apartments which were acquired in previous fiscal years which did not result in the use of cash during Fiscal Year 2013-14. However, per accounting requirements, this amount is reported as part of total expenditures in the audit of the LMIHAF.

## IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on

the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

		<b>As of End of Fiscal Year</b>
<b>Statutory Value of Real Property Owned by Housing Successor</b>		N/A
<b>Value of Loans and Grants Receivable</b>	<b>\$18,140,860</b>	
<b>Total Value of Housing Successor Assets</b>	<b>\$18,140,860</b>	

**V. DESCRIPTION OF TRANSFERS**

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

**VI. PROJECT DESCRIPTIONS**

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

**VII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the projects related to such real property.

With respect to interests in real property acquired by the former redevelopment agency *prior* to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date that DOF approved such property as a housing asset.

In furtherance thereof, the Housing Successor does not have any real property.

**VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413**

**Replacement Housing:** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred

to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website (<http://www.ci.brea.ca.us/documentcenter/view/2045>).

**Inclusionary/Production Housing.** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former agency's Implementation Plans are posted on the City's website (<http://www.ci.brea.ca.us/documentcenter/view/2045>).

**IX. EXTREMELY-LOW INCOME TEST**

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of AMI until the Housing Successor demonstrates compliance with this requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

**X. SENIOR HOUSING TEST**

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10 year period of January 1, 2004 to December 31, 2013.

<b>Senior Housing Test</b>	<b>1/1/2004 – 12/31/2013</b>
<b># of Assisted Senior Rental Units</b>	2,410
<b># of Total Assisted Rental Units</b>	5,646
<b>Senior Housing Percentage</b>	43%

**XI. EXCESS SURPLUS TEST**

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The LMIHAF does not have an Excess Surplus (see attached worksheet).

CITY OF BREA HOUSING SUCCESSOR

COMPUTATION OF HOUSING SUCCESSOR  
EXCESS/SURPLUS (HSC 34176.1)

	Low and Moderate Housing Funds All Project Area July 1, 2013	Low and Moderate Housing Funds All Project Area July 1, 2014
Opening Fund Balance	\$ 21,616,585	\$ 18,949,145
Less Unavailable Amounts:		
Land held for resale	\$ (4,511,238)	\$ -
Loans receivable	(16,690,915)	(18,144,052)
	<u>(21,202,153)</u>	<u>(18,144,052)</u>
Available Housing Successor Funds	414,432	805,093
Limitation (greater of \$1,000,000 or four years deposits)		
Aggregate amount deposited for last four years:		
2013 - 2014	\$ -	\$ 840,004
2012 - 2013	740,929 B	740,929 B
2011 - 2012	- A	- A
2010 - 2011	- A	- A
2009 - 2010	- A	- A
<b>Total</b>	<u>\$ 740,929</u>	<u>\$ 1,580,933</u>
<b>Base Limitation</b>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>
Greater amount	<u>1,000,000</u>	<u>1,580,933</u>
<b>Computed Excess/Surplus</b>	<u>None</u>	<u>None</u>

A: There were no amounts deposited for these years since the Housing Successor was created in FY 2011-2012.

B. The housing assets from the former redevelopment agency were not transferred until FY 2012-2013.



**BREA CITY COUNCIL  
SUCCESSOR AGENCY TO THE BREA  
REDEVELOPMENT AGENCY  
MINUTES**

**MARCH 3, 2015**

**CLOSED SESSION**

**5:00 p.m. - Executive Conference Room  
Level Three**

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**CALL TO ORDER / ROLL CALL - COUNCIL**

Mayor Simonoff called the Closed Session of the Brea City Council / Successor Agency meeting to order at 5:01 p.m.

**COUNCIL / AGENCY**

PRESENT: Hupp, Vargas, Marick, and Simonoff

ABSENT: Parker

EXCUSED: None

Council Member Parker entered the meeting at 5:04 p.m.

**PUBLIC COMMENT**

None.

**Conference with City's Labor Negotiator pursuant to Government Code §54957.6 regarding Brea City Employees' Association and Brea Firefighters' Association; Terrie Stevens, Negotiator**

**Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code §54956.9(d)(4)**

**Public Employee Performance Evaluation pursuant to Government Code §54957 - City Manager**

Mayor Simonoff recessed the Closed Session at 6:30 p.m.

**STUDY SESSION**  
**6:30 p.m. - Executive Conference Room**  
**Level Three**

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**CALL TO ORDER / ROLL CALL - COUNCIL**

Mayor Simonoff called the Study Session of the Brea City Council to order at 6:36 p.m. All members were present.

**PUBLIC COMMENT**

None.

**CLARIFY REGULAR MEETING TOPICS**

Assistant City Manager Gallardo announced there were technical difficulties in the council chambers with the audio system.

**DISCUSSION ITEMS**

**COMMISSION/COMMITTEE RECRUITMENT**

Staff presented a report on upcoming vacancies on the Arts in Public Places Committee. Following discussion motion was made by Council Member Hupp and seconded by Council Member Vargas to (1) add one additional public member to Arts in Public Places Committee; (2) approve the recruitment timeline as presented; and (3) appoint Council Members Hupp and Parker to serve on the interview panel.

Motion carried as follows:

AYES: COUNCIL MEMBERS: Hupp, Parker, Vargas, Marick and Simonoff

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

**COMMITTEE APPOINTMENTS**

Council Members Hupp and Parker conducted interviews of 11 applicants to fill vacancies on the Traffic Committee (TC). Following discussion, Council Members Hupp and Parker made the following recommendations with terms expiring December 31, 2016:

- Re-Appoint Howard Holman and Shivinderjit Singh
- Appoint Hung Dan Phu

Motion carried as follows:

AYES: COUNCIL MEMBERS: Hupp, Parker, Vargas, Marick and Simonoff

NOES: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

## **REPORTS**

### **OVERSIGHT BOARD UPDATE**

Community Development Director Crabtree provided an update to Council Members regarding the Oversight Board special meeting on February 23, 2015.

### **COUNCIL MEMBER REPORTS**

Council Member Parker requested a brief review from staff on the Consent Item Nos. 23 - 25 in General Session and Council Member Vargas requested an update on the Assembly Bill 511 that was introduced on February 23rd by Assembly Member Gipson.

Mayor Simonoff recessed the Study Session at 6:48 p.m.

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

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### **CALL TO ORDER / ROLL CALL - COUNCIL / AGENCY**

Mayor Simonoff called the General Session of the Brea City Council / Successor Agency to the Brea Redevelopment Agency meeting to order at 7:04 p.m.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Police Chief Conklin.

### **INVOCATION**

The invocation was led by Pastor Doug Green.

### **PRESENTATION: BREA'S HISTORY**

Mayor Simonoff introduced Brea Historical Society representative John Bickel who presented a short film on Brea's History.

### **Presentation: Mothers Against Drunk Drivers (MADD) Awards**

Mayor Simonoff introduced Joan Brewer, representing Mothers Against Drunk Driving (MADD), who presented an award to Corporal Robert Conner for 54 DUI arrests. Police Chief Conklin thanked MADD for recognizing Corporal Conner and thanked him for his service to the department.

### **COMMENDATIONS: OUTGOING COMMITTEE MEMBERS**

Mayor Simonoff presented commendations to outgoing Planning Commissioner Michael Kim and Parks, Recreation and Human Services Commissioners Leah Brazo and Wil Shaw. Mayor Simonoff also recognized outgoing Cultural Arts Commissioners Nita Causey and Ben Schultz, Parks, Recreation and Human Services Commissioner Sylvia San Filippo, and Planning Commissioner Carrie Flanders who were not in attendance.

### **PRESENTATION: OATH OF OFFICE**

Mayor Simonoff called upon Acting City Clerk Martinez who administered the Oath of Office to incoming Cultural Arts Commissioners Robert Grosse and Dave Rader, Planning Commissioners Pat Fox and Jim Grosse, Parks, Recreation and Human Services

Commissioners Bill Higgins, Connie Lanzisera and Andrew Todd, and Traffic Committee members Howard Holman, Hung Dan Phu and Shivinderjit Singh.

### **COMMUNITY ANNOUNCEMENTS**

Mayor Pro Tem Marick announced the Spring Boutique will be held on March 21st at the Brea Community Center, the CERT (Community Emergency Response Team) Program is offering Spring classes beginning on April 13th, the Brea Senior Center is looking for volunteers to help with various lunch programs and the Police Department will be hosting its Coffee with a Cop event on March 11th at the Brea Sports Park. Council Member Hupp announced open registration for Brea's Pop Warner Football program begins March 15th.

### **REPORT PRIOR STUDY SESSION**

City Manager O'Donnell provided a report on the prior Study Session items.

### **MATTERS FROM THE AUDIENCE**

Dave Rader spoke regarding the Brea Ministerial Association. Mary Martinez spoke regarding the volunteer group for Lagos De Moreno Park. John Koos spoke regarding the Brea Rotary Club.

### **RESPONSE TO PUBLIC INQUIRIES - MAYOR/CITY MANAGER**

Mayor Simonoff responded to public inquiries.

### **CITY COUNCIL - CONSENT**

Motion was made by Council Member Vargas and seconded by Council Member Hupp to approve the recommended items on the City Council Consent Calendar meeting as follows:

Mayor Simonoff called upon staff to present a brief review of the Tracks at Brea Project.

### **CITY COUNCIL MINUTES**

The City Council approved the February 17, 2015 CC SA Regular Minutes as presented.

### **CITY WARRANT REGISTERS**

The City Council approved the February 2015 Wire Transfer Log and February 20 and 27, 2015 City Warrant registers as presented.

### **PARKS, RECREATION AND HUMAN SERVICES COMMISSION MINUTES**

The City Council received and ordered filed the January 26, 2015 Parks, Recreation and Human Services meeting minutes as presented.

### **AGREEMENT AMENDMENT - DAVID EVANS AND ASSOCIATES - THE TRACKS AT BREA PROJECT 7873, SEGMENT 3 - NO GENERAL FUND IMPACT**

The City Council approved the third amendment to the agreement with David Evans and Associates to increase the contract to \$393,000 from Land and Water Conservation and Housing Related Parks grant funds to modify construction plans and provide construction administrative services.

### **AGREEMENT AMENDMENT - NINYO AND MOORE - THE TRACKS AT BREA PROJECT 7873, SEGMENT 3 - NO GENERAL FUND IMPACT**

The City Council approved the third amendment to the agreement with Ninyo and Moore to increase contract to \$334,500 from the U.S. Environmental Revolving Loan, Clean

Transportation and Housing Related Parks grant funds for additional environmental and geotechnical services.

**AGREEMENT AMENDMENT - PROJECT DIMENSIONS - THE TRACKS AT BREA PROJECT 7873, SEGMENT 3 - NO GENERAL FUND IMPACT**

The City Council approved the third amendment to the agreement with Project Dimensions, Inc. to increase the contract to \$208,100 from the Land and Water Conservation and Clean Transportation funds for the additional soil remediation and rough grading.

**CITY / SUCCESSOR AGENCY - CONSENT**

Motion was made by Council Member Vargas and seconded by Council Member Hupp to approve the recommended items on the City / Successor Agency Consent Calendar as follows:

**SUCCESSOR AGENCY WARRANT REGISTERS**

The City of Brea as Successor Agency to the Brea Redevelopment Agency approved the February 27, 2015 Successor Agency Warrant registers as presented.

Motion carried as follows:

AYES: COUNCIL MEMBERS: Hupp, Parker, Vargas, Marick and Simonoff  
NOES: COUNCIL MEMBERS: None  
ABSTAIN: COUNCIL MEMBERS: None  
ABSENT: COUNCIL MEMBERS: None

**ADMINISTRATIVE ANNOUNCEMENTS**

**CITY MANAGER**

None.

**CITY ATTORNEY**

None.

**COUNCIL ANNOUNCEMENTS**

None.

**ADJOURNMENT**

Mayor Simonoff adjourned the meeting at 7:55 p.m.

Respectfully submitted,

The foregoing minutes are hereby approved  
this 17th day of March, 2015.

---

Crystal Martinez, Acting City Clerk

---

Marty Simonoff, Mayor

PENTAMATION ENTERPRISES INC  
 DATE: 03/04/2015  
 TIME: 07:30:48

CITY OF BREA  
 CHECK REGISTER

PAGE NUMBER: 1  
 VENCHK11  
 ACCOUNTING PERIOD: 9/15  
 Item No.: 19

FUND - 020 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
167937	1020	03/06/15	3 WIRE GROUP INC	4269	FS3 OVEN REPAIR	297.00
167937	1020	03/06/15	3 WIRE GROUP INC	4269	FS3 WOLF RANGE REPAIR	524.09
TOTAL CHECK						821.09
167938	1020	03/06/15	ADAPTIVE DIGITAL SYSTEMS,	4639	DIGITAL RECORDING SYS	4,428.00
167938	1020	03/06/15	ADAPTIVE DIGITAL SYSTEMS,	4639	HAT W/BUILT-IN MIC	324.00
TOTAL CHECK						4,752.00
167939	1020	03/06/15	ARC IMAGING RESOURCES	4329	PAPER/INK COMM CNTR	386.30
167940	1020	03/06/15	ASSOCIATION OF CA CITIES-	4279	1/29-EVENT	70.00
167941	1020	03/06/15	AT&T	4212	TELEPHONE	1,607.06
167941	1020	03/06/15	AT&T	4212	TELEPHONE	873.23
167941	1020	03/06/15	AT&T	4212	TELEPHONE	217.62
TOTAL CHECK						2,697.91
167942	1020	03/06/15	AWARDS BY RUBI	4249	NAME PLATES/BADGES	170.86
167943	1020	03/06/15	BELLAGIO CONSTRUCTION INC	2510	POOL DEPOSIT REFUND	250.00
167944	1020	03/06/15	BLACK & WHITE EMERGENCY V	4269	UNIT #957 CHANGE-OVER	2,974.60
167945	1020	03/06/15	BLUE FOUNTAIN POOLS	2510	POOL DEPOSIT REFUND	250.00
167946	1020	03/06/15	BLUE STAR POOLS	2510	POOL DEPOSIT REFUND	250.00
167947	1020	03/06/15	BUDGET CAR SALES	4259	CAR RENTAL	261.51
167948	1020	03/06/15	CAL STATE UNIVERSITY FULL	4249	LIVE SCAN APPLICATION	52.00
167949	1020	03/06/15	CALIFORNIA YELLOW CAB	4249	TAXI SVC-DEC	28.00
167949	1020	03/06/15	CALIFORNIA YELLOW CAB	4249	TAXI SVC-JAN	132.00
TOTAL CHECK						160.00
167950	1020	03/06/15	CINTAS FAS	4359	FIRST AID SUPPLIES-CC	62.44
167951	1020	03/06/15	CITY OF BREA--WATER DEPT	4285	WATER	425.63
167951	1020	03/06/15	CITY OF BREA--WATER DEPT	4285	WATER	429.66
167951	1020	03/06/15	CITY OF BREA--WATER DEPT	4285	WATER	1,278.06
167951	1020	03/06/15	CITY OF BREA--WATER DEPT	4285	WATER	361.46
167951	1020	03/06/15	CITY OF BREA--WATER DEPT	4285	WATER	212.97
167951	1020	03/06/15	CITY OF BREA--WATER DEPT	4285	WATER	16.43
TOTAL CHECK						2,724.21
167952	1020	03/06/15	CLUB TAMAZULENCE ORGULLO	2099	DEPOSIT REFUND	500.00
167953	1020	03/06/15	COASTAL POOL DESIGNS	2510	POOL DEPOSIT REFUND	250.00
167954	1020	03/06/15	COSTCO/CAPITAL ONE COMMER	4311	TINY TOTS SNACKS	143.62
167955	1020	03/06/15	COSTCO/CAPITAL ONE COMMER	4311	BCC WATER/GATORADE	272.01
167956	1020	03/06/15	COUNTY OF ORANGE	4249	HAZ MAT-LIFT STATION	129.00
167957	1020	03/06/15	COUNTY OF ORANGE	4249	HAZ MAT TONNER PUMP S	129.00

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FUND - 020 - DISBURSEMENT FUND

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167958	1020	03/06/15	4799 COUNTY OF ORANGE	4291	PRKNG CITATIONS-JAN	8,575.00
167959	1020	03/06/15	24171 COURAGE-US, INC	4269	DEEP CLEAN DISPATCH	2,060.00
167960	1020	03/06/15	19358 CSUF, UNIVERSITY EXTENDED	4221	LDRSHIP DEVELPMT PROG	4,200.00
167961	1020	03/06/15	25343 D W DEVELOPMENT INC	2510	POOL DEPOIST REFUND	250.00
167962	1020	03/06/15	21639 DOCUMEDIA GROUP	4329	DOOR HANGERS-WATER	820.80
167963	1020	03/06/15	25349 DOLPHIN POOL AND SPA	2510	POOL DEPOSIT REFUND	250.00
167964	1020	03/06/15	3343 EDISON CO	4283	ELECTRICITY	5,345.15
167965	1020	03/06/15	21849 EDUCATION TO GO	4249	CONTRACT CLASS INSTR	130.00
167965	1020	03/06/15	21849 EDUCATION TO GO	4249	CONTRACT CLASS INSTR	4.50
			TOTAL CHECK			134.50
167966	1020	03/06/15	25247 F M POOL CONSTRUCTION INC	2510	REFUND-POOL DEPOSIT	250.00
167967	1020	03/06/15	25342 FREELINC	2060	SALES TAX PAYABLE	-9.16
167967	1020	03/06/15	25342 FREELINC	4219	WIRELESS MICROPHONE	129.50
			TOTAL CHECK			120.34
167968	1020	03/06/15	25347 FUSION POOL & SPA, INC	2510	REFUND-POOL DEPOSIT	250.00
167969	1020	03/06/15	1709 G & G TROPHY CO.	4359	YOUTH BASKETBALL TROP	820.80
167969	1020	03/06/15	1709 G & G TROPHY CO.	4359	YOUTH BASKETBALL TROP	626.40
			TOTAL CHECK			1,447.20
167970	1020	03/06/15	11964 G.M.C ENGINEERING INC.	4721	MEDIAN IMPROVEMENTS	94,401.93
167971	1020	03/06/15	3749 THE GAS COMPANY	4281	GAS	118.17
167972	1020	03/06/15	8240 GGMS INC	4249	CFD ADMINISTRATION	4,987.00
167973	1020	03/06/15	25346 GOLD COAST POOL & SPA	2510	REFUND-POOL DEPOSIT	250.00
167974	1020	03/06/15	25348 ELEGANT POOLS/GORDON T MY	2510	REFUND-POOL DEPOSIT	250.00
167975	1020	03/06/15	15288 GOLDEN STAR TECHNOLOGY, I	4321	NETWORK ROUTER	1,472.09
167976	1020	03/06/15	24766 H L MILLER INC	4722	INMATE DAMAGE REPAIRS	2,689.46
167977	1020	03/06/15	5182 HOWARD INDUSTRIES	4339	HVAC DAMPERS	31.56
167977	1020	03/06/15	5182 HOWARD INDUSTRIES	4339	SPORTS PARK HVAC PARTS	228.75
			TOTAL CHECK			260.31
167978	1020	03/06/15	24260 IMPERIAL SPRINKLER SUPPLY	4335	IRRIGATION PARTS	290.63
167979	1020	03/06/15	20876 IN TIME SERVICES INC	6014	ILJAOC	1,500.00
167980	1020	03/06/15	24628 JON INFANTE	2062	INTO THE WOODS-PTMT 2	11,176.92
167981	1020	03/06/15	25345 ISLANDER POOLS	2510	REFUND-POOL DEPOSIT	250.00

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FUND - 020 - DISBURSEMENT FUND

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167982	1020	03/06/15	J G CONSTRUCTION	2510	REFUND-POOL DEPOSIT	250.00
167983	1020	03/06/15	JASON LIN	3312	CITATION REFUND	61.00
167984	1020	03/06/15	LINDA LIU	3312	CITATION REFUND	38.00
167985	1020	03/06/15	MAGIC CARPET, INC.	4333	SR CTR COVE BASE	32.83
167986	1020	03/06/15	MANAGEMENT PARTNERS	4441	COUNCIL RETREAT 2015	7,900.00
167987	1020	03/06/15	MISSION PLUMBING & HEATIN	4269	BACKFLOW TESTING	1,500.00
167987	1020	03/06/15	MISSION PLUMBING & HEATIN	4269	BACKFLOW REPAIRS	1,282.00
			TOTAL CHECK			2,782.00
167988	1020	03/06/15	NETWORKFLEET INC.	4291	GPS SERVICE	1,251.15
167989	1020	03/06/15	NINYO & MOORE	4249	THE TRACKS	68,903.33
167990	1020	03/06/15	OFFICE DEPOT, INC	4441	OFFICE SUPPLIES	86.10
167990	1020	03/06/15	OFFICE DEPOT, INC	4441	OFFICE SUPPLIES	148.11
167990	1020	03/06/15	OFFICE DEPOT, INC	4441	OFFICE SUPPLIES	24.75
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	26.99
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	16.33
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	5.72
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	17.51
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	374.07
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	2.91
167990	1020	03/06/15	OFFICE DEPOT, INC	4442	OFFICE SUPPLIES	11.21
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	19.20
167990	1020	03/06/15	OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	97.90
			TOTAL CHECK			830.80
167991	1020	03/06/15	FRANK O'LEARY	3634	POLICE REPORT REFUND	3.00
167992	1020	03/06/15	OLIVEIRA POOL PLASTERING	2510	POOL RFND 531 UNION	250.00
167993	1020	03/06/15	THE ORANGE COUNTY REGISTE	4211	AGENCY - LEGAL ADS	52.80
167993	1020	03/06/15	THE ORANGE COUNTY REGISTE	4231	LEGAL ADS	287.10
167993	1020	03/06/15	THE ORANGE COUNTY REGISTE	4231	LEGAL ADS	66.00
			TOTAL CHECK			405.90
167994	1020	03/06/15	PACWEST CONSTRUCTION & EN	2510	POOL RFND 2464 KERN	250.00
167995	1020	03/06/15	NINA PEREZ	2099	DEPOSIT REFUND	500.00
167996	1020	03/06/15	PETTY CASH CUSTODIAN	10100005	PETTY CASH REIMBT	61.94
167997	1020	03/06/15	PLACENTIA-LINDA LIONS CLU	4443	BOUTIQUE REFUND	135.00
167998	1020	03/06/15	PLUMBING WHOLESALE OUTLET	4269	ZURN AUTO FLUSH VALVES	2,842.56
167998	1020	03/06/15	PLUMBING WHOLESALE OUTLET	4335	YARD ACORN PARTS	966.60
			TOTAL CHECK			3,809.16
167999	1020	03/06/15	RELIANCE DI	2090CRIT	CRITICAL ILLNESS	208.70
167999	1020	03/06/15	RELIANCE DI	2090STD	SHORT TERM DISABILITY	2,628.16



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TOTAL CHECK						2,836.86
168000	1020	03/06/15	10660 RIVERSIDE COUNTY SHERIFF'	4225	TRAINING - E PADILLA	80.00
168001	1020	03/06/15	25357 RMP MANAGEMENT	3631	PERMIT REFUND	5,000.00
168002	1020	03/06/15	25361 VANESSA RUIZ	3312	CITATION REFUND	61.00
168003	1020	03/06/15	1097 SADDLEBACK COLLEGE FOUNDA	4221	PARAMEDIC SCHOOL (3)	465.00
168004	1020	03/06/15	10123 SAM'S CLUB DIRECT	4329	COFFEE SUPPLIES	269.52
168004	1020	03/06/15	10123 SAM'S CLUB DIRECT	4222	SERVICE FEE	50.00
TOTAL CHECK						319.52
168005	1020	03/06/15	25354 SAPPHIRE POOL & SPA CONST	2510	POOL RFND 3413 E DATE	250.00
168006	1020	03/06/15	23747 SELMAN CHEVROLET COMPANY	4366	ABS VALVE ASSY	764.62
168006	1020	03/06/15	23747 SELMAN CHEVROLET COMPANY	4366	CREDIT	-108.00
TOTAL CHECK						656.62
168007	1020	03/06/15	7438 SHRED-IT USA INC.	4249	SHRED SVCS 2/4/2015	96.00
168007	1020	03/06/15	7438 SHRED-IT USA INC.	4249	SHRED SVCS 2/18/2015	96.00
TOTAL CHECK						192.00
168008	1020	03/06/15	10871 SOUTH COAST AQMD	4249	OPERATING FEES	995.43
168008	1020	03/06/15	10871 SOUTH COAST AQMD	4249	EMISSIONS FEES	119.76
TOTAL CHECK						1,115.19
168009	1020	03/06/15	3001 SPARKLETTS	4339	CCC FOUNTAIN WATER	7.47
168010	1020	03/06/15	15443 SPRINT	4212	JAN 15 - FEB 14, 2015	1,233.91
168011	1020	03/06/15	15443 SPRINT	4212	JAN 15 - FEB 14, 2015	426.30
168012	1020	03/06/15	17013 STATE FIRE TRAINING	4221	APP FEE B BASAITES	40.00
168013	1020	03/06/15	17013 STATE FIRE TRAINING	4221	APP FEE S EVANS	40.00
168014	1020	03/06/15	25333 SUNSTATE EQUIPMENT CO.	4259	2ND FLOOR 30FT LIFT	369.09
168015	1020	03/06/15	24354 TECHNICOLOR PRINTING	4359	YOUTH BB SHIRTS	1,870.54
168015	1020	03/06/15	24354 TECHNICOLOR PRINTING	4359	COACH SHIRTS	187.92
TOTAL CHECK						2,058.46
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	WIRING	5,214.69
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	137.54
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	137.54
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	151.73
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	183.38
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	45.85
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	45.85
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE DEC - FEB	927.82
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	16.22
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	16.22
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	48.66
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	48.66

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168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	53.68
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	64.88
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - MAR	328.26
168016	1020	03/06/15	19304 TIME WARNER CABLE	4219	CABLE - RESERVOIRS	99.29
TOTAL CHECK						7,520.27
168017	1020	03/06/15	19304 TIME WARNER CABLE	4212	I.T. 2/20-3/19/15	3,825.59
168018	1020	03/06/15	25245 TRI CITIES POOL SERVICE	2510	POOL RFND 438 LAUREL	250.00
168019	1020	03/06/15	3284 U.S. POSTMASTER	4211	BREA LINE MAR/APR	2,777.64
168020	1020	03/06/15	15758 UC FACTORS	4269	AIR CONDITIONER MAINT	1,955.00
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	CEILING DEMO JULY	1,646.18
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4249	JULY PORTERS DT	300.00
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	JANITORIAL JULY XTRA	112.50
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	CEILING CLEANUP AUG	450.00
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	CEILING CLEANUP AUG	1,233.25
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	CEILING CLEANUP AUG	1,319.90
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	CEILING CLEANUP AUG	348.50
168021	1020	03/06/15	24814 US METRO GROUP, INC.	4269	CEILING CLEANUP SEPT	740.50
TOTAL CHECK						6,150.83
168022	1020	03/06/15	11509 VERIZON CALIFORNIA	4212	FEB 16 - MAR 15	48.36
168023	1020	03/06/15	25332 WURTH LOUIS AND COMPANY	4333	BLIND REPAIR PARTS	8.73
TOTAL FUND						283,808.00
TOTAL REPORT						283,808.00

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FUND - 020 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
V15635	1020	03/06/15	4023 ADAMSON POLICE PRODUCTS	4311	BLACK CARRIER	722.53
V15636	1020	03/06/15	24490 DONJOHN ALEGRE	4299	CLASS INSTRUCTOR	165.00
V15637	1020	03/06/15	6604 ALL CITY MANAGEMENT SERVS	4249	SCH CRS GRD-2/1-14	2,511.99
V15638	1020	03/06/15	8353 ALLSTAR FIRE EQUIPMENT	4442	HOSE NOZZLES	590.95
V15639	1020	03/06/15	22093 ELIZABETH ANDERSON	4299	CLASS INSTRUCTOR	350.00
V15640	1020	03/06/15	23120 ARMOR ELECTRICAL	4249	LED ELEVATOR LIGHTING	520.00
V15640	1020	03/06/15	23120 ARMOR ELECTRICAL	3335	RETURNED CK FEE	-12.00
			TOTAL VOUCHER			508.00
V15641	1020	03/06/15	22047 AVCOGAS PROPANE SALES & S	4361	GALLONS USED	-51.11
V15641	1020	03/06/15	22047 AVCOGAS PROPANE SALES & S	4361	PROPANE FUEL	691.68
			TOTAL VOUCHER			640.57
V15642	1020	03/06/15	18365 BAB STEERING HYDRAULICS I	4366	BRAKE SHOES / HARDWARE	612.31
V15643	1020	03/06/15	16230 BEST LAWN MOWER SERVICE	4366	HEDGE TRIMMER BLADES	439.43
V15644	1020	03/06/15	25145 DARREN BRECHT	4271	MILEAGE REIMBURSEMENT	127.82
V15645	1020	03/06/15	4042 CALIFORNIA COMMERCIAL LIG	4337	CCC BEAM LIGHT	151.20
V15646	1020	03/06/15	2971 CPS HR CONSULTING	4249	SERGEANT EXAMS	660.00
V15647	1020	03/06/15	10996 CUMMINS CAL PACIFIC LLC	4262	1101 ECM HARNESS REPLACEM	568.30
V15647	1020	03/06/15	10996 CUMMINS CAL PACIFIC LLC	4262	1102 ECM HARNESS CONN	568.30
			TOTAL VOUCHER			1,136.60
V15648	1020	03/06/15	7879 JENNIFER DANG	4221	TRAVEL AND EXPENSE	25.30
V15649	1020	03/06/15	2477 MARSHA DELL	4221	TRAVEL AND EXPENSE	81.30
V15650	1020	03/06/15	22010 DF POLYGRAPH	4249	POLYGRAPH EXAMS	700.00
V15651	1020	03/06/15	5421 DOOLEY ENTERPRISES INC	4383	AMMUNITION	612.90
V15652	1020	03/06/15	23787 CANDICE FISHER	4271	MILEAGE REIMBURSEMENT	47.15
V15653	1020	03/06/15	18052 FUSCOE ENGINEERING, INC.	4713	FULRTN CREEK SCHMATIC	1,426.50
V15654	1020	03/06/15	16493 GALLS/QUARTERMASTER	4311	UNIFORMS-MACK	90.65
V15655	1020	03/06/15	16281 GENERAL PUMP COMPANY	4269	BERRY ST PUMP #6	12,929.10
V15656	1020	03/06/15	10645 MELISSA GIFFORD	4299	TRX RIP TRAINER	25.00
V15657	1020	03/06/15	13634 GRAINGER	4366	GRINDING WHEELS	36.41
V15657	1020	03/06/15	13634 GRAINGER	4369	DRILL PRESS VISE	151.88
			TOTAL VOUCHER			188.29
V15658	1020	03/06/15	4297 HAAKER EQUIPMENT CO.	4366	HOSE BASKET	327.75

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V15659	1020	03/06/15	20859 SANDY HALL	4221	TRAVEL AND EXPENSE	113.42
V15660	1020	03/06/15	11339 GREGORY HERNANDEZ	4299	CLASS INSTRUCTOR	405.00
V15661	1020	03/06/15	4693 HI SIGN	4269	YARD POSTER	145.80
V15662	1020	03/06/15	4540 HITT MARKING DEVICES, INC	4249	SIGNATURE STAMP	54.39
V15663	1020	03/06/15	14462 HOLMAN PROFESSIONAL COUNS	4249	EMPLOYEE ASSTNCE PROG	1,285.76
V15664	1020	03/06/15	5953 JAMES LEE HOWE	4249	CONTRACT CLASS INSTR	210.00
V15665	1020	03/06/15	19016 INFOSEND, INC.	4443	BOTIQUE-STFR-WTR BILL	54.99
V15665	1020	03/06/15	19016 INFOSEND, INC.	4211	POSTAGE-JAN WTR BILLS	4,247.16
V15665	1020	03/06/15	19016 INFOSEND, INC.	4299	PRNTG/MAILNG WTR BILL	1,504.88
V15665	1020	03/06/15	19016 INFOSEND, INC.	4231	TAX PREP STFR-WTR BIL	55.00
			TOTAL VOUCHER			5,862.03
V15666	1020	03/06/15	6698 INTOXIMETERS INC	4385	METER REPAIRS	99.81
V15666	1020	03/06/15	6698 INTOXIMETERS INC	4385	METER REPAIR/SUPPLIES	299.85
			TOTAL VOUCHER			399.66
V15667	1020	03/06/15	13369 KME FIRE APPARATUS	4369	FLASHLIGHTS	37.75
V15667	1020	03/06/15	13369 KME FIRE APPARATUS	4366	FIRE TRUCK GAUGE /INTAKE	396.90
			TOTAL VOUCHER			434.65
V15668	1020	03/06/15	19831 KRAUSE CONSTRUCTION	4462	CDBG-TURIAACE	5,000.00
V15668	1020	03/06/15	19831 KRAUSE CONSTRUCTION	4462	CDBG-WILSON	4,000.00
			TOTAL VOUCHER			9,000.00
V15669	1020	03/06/15	24398 FRANCESCO LA TORRE	4271	MILEAGE REIMBT	41.40
V15670	1020	03/06/15	8267 LANCE, SOLL & LUNGHARD LL	6013	2014 ILJAOC AUDIT	13,600.00
V15671	1020	03/06/15	2489 LIEBERT CASSIDY WHITMORE	4244	GENERAL LEGAL	479.00
V15671	1020	03/06/15	2489 LIEBERT CASSIDY WHITMORE	4244	BCEA FACTFINDING	30.00
V15671	1020	03/06/15	2489 LIEBERT CASSIDY WHITMORE	4244	BCEA PERB CHARGE	1,905.00
V15671	1020	03/06/15	2489 LIEBERT CASSIDY WHITMORE	4244	K J IDR	390.00
			TOTAL VOUCHER			2,804.00
V15672	1020	03/06/15	17902 LINCOLN EQUIPMENT, INC.	4359	POOL ACID	805.67
V15672	1020	03/06/15	17902 LINCOLN EQUIPMENT, INC.	4359	POOL ACID	876.92
V15672	1020	03/06/15	17902 LINCOLN EQUIPMENT, INC.	4359	BICARB OF SODA	291.06
			TOTAL VOUCHER			1,973.65
V15673	1020	03/06/15	22092 TANYA LOSCUTOFF	4299	ULTIMATE BOOT CAMP	290.00
V15674	1020	03/06/15	16911 ELIZABETH LUSK	4221	TRAINING REIMBT	113.42
V15674	1020	03/06/15	16911 ELIZABETH LUSK	4223	TRAINING REIMBT	74.20
			TOTAL VOUCHER			187.62
V15675	1020	03/06/15	6714 PEDRO MACUIL	4271	MILEAGE REIMBT	208.87
V15676	1020	03/06/15	19203 MAKE IT "PERSONAL"	4329	NAMEPLATES	9.18
V15677	1020	03/06/15	21269 MAYTAG SPECIALIST	4269	FS3 DISHWASHER REPAIRS	180.00

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FUND - 020 - DISBURSEMENT FUND

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V15678	1020	03/06/15	25217 MESSINA AND ASSOCIATES	4221	HR TRAINING	1,575.00
V15679	1020	03/06/15	12786 TINA MEYER	4221	TRAINING REIMBT	113.42
V15679	1020	03/06/15	12786 TINA MEYER	4221	TRAINING REIMBT	132.15
V15679	1020	03/06/15	12786 TINA MEYER	4223	TRAINING REIMBT	74.20
			TOTAL VOUCHER			319.77
V15680	1020	03/06/15	23624 DESIREE MORALES	4249	SR CENTER CLASS INSTR	90.00
V15681	1020	03/06/15	18067 MUELLER COMPANY	4631	METER PARTS	2,931.12
V15682	1020	03/06/15	7357 TIM O'DONNELL	4279	TRAVEL & MEETING RMBT	8.70
V15683	1020	03/06/15	19696 PACIFIC TELEMANAGEMENT SE	4212	SVC FEE 3/1-3/31/15	75.00
V15684	1020	03/06/15	14276 PRADO FAMILY SHOOTING RAN	4382	4 DAYS OF TRAINING	1,400.00
V15685	1020	03/06/15	19800 RAY-LITE INDUSTRIES, INC.	4441	CCC LED WALKWAY LIGHT	192.78
V15686	1020	03/06/15	2109 RBF CONSULTING	4712	SR 57 & LAMBERT	7,868.60
V15687	1020	03/06/15	8978 RICHARDS, WATSON & GERSHO	4244	GENERAL LEGAL SVCS	597.00
V15687	1020	03/06/15	8978 RICHARDS, WATSON & GERSHO	4244	GENERAL LEGAL SVCS	13,524.50
			TOTAL VOUCHER			14,121.50
V15688	1020	03/06/15	24585 CHARLES ROBERT	4249	CLASS INSTRUCTOR	48.00
V15689	1020	03/06/15	21638 RUSSELL SIGLER INC.	4339	CCC HVAC PARTS	17.68
V15689	1020	03/06/15	21638 RUSSELL SIGLER INC.	4339	HVAC DUCT/PARTS	112.34
			TOTAL VOUCHER			130.02
V15690	1020	03/06/15	22766 SATCOM GLOBAL, INC.	2060	SALES TAX PAYABLE	-3.42
V15690	1020	03/06/15	22766 SATCOM GLOBAL, INC.	4219	SIM CARD	53.35
			TOTAL VOUCHER			49.93
V15691	1020	03/06/15	2567 SIMPLEXGRINNELL LP	4722	FEE TO RENT LIFT	600.00
V15691	1020	03/06/15	2567 SIMPLEXGRINNELL LP	4722	PARTS/MATERIAL	1,965.00
V15691	1020	03/06/15	2567 SIMPLEXGRINNELL LP	4722	TRAINING SYS STA#1	2,248.00
V15691	1020	03/06/15	2567 SIMPLEXGRINNELL LP	4269	BCC FIRE SYS REPAIRS	413.00
			TOTAL VOUCHER			5,226.00
V15692	1020	03/06/15	16665 ANDREW SONG	4271	MILEAGE REIMBT	230.00
V15693	1020	03/06/15	18619 SOUTH COAST EMERGENCY VEH	4366	FIRE TRUCK COOLANT	74.95
V15694	1020	03/06/15	20069 STANLEY CONVERGENT SECURI	4249	ALARM MAR-MAY/2015	89.34
V15695	1020	03/06/15	22888 STAPLES TECHNOLOGY SOLUTI	4321	COMPUTER SUPPLIES	777.37
V15696	1020	03/06/15	8572 STATE INDUSTRIAL PRODUCTS	4332	BCC CHEM	715.18
V15696	1020	03/06/15	8572 STATE INDUSTRIAL PRODUCTS	4332	CHEM DISPENSERS	416.02
			TOTAL VOUCHER			1,131.20
V15697	1020	03/06/15	11925 STERICYCLE, INC.	4249	HAZMAT RECYCLE FEE	265.50

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V15698	1020	03/06/15	18798 SUPER FORD	4366	PD WHEEL NUTS	180.29
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	4384	GLOVES - PATROL	124.83
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	2060	SALES TAX PAYABLE	-8.20
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	4384	GLOVES - PATROL	241.15
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	2060	SALES TAX PAYABLE	-15.92
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	4384	GLOVES - PATROL	125.33
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	2060	SALES TAX PAYABLE	-8.20
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	4329	PATROL - GLOVES	122.16
V15699	1020	03/06/15	17691 TECHNIGLOVE INTERNATIONAL	2060	SALES TAX PAYABLE	-7.96
TOTAL VOUCHER						573.19
V15700	1020	03/06/15	12688 TENNIS ANYONE ACADEMY	4249	CLASS INSTRUCTOR	2,295.00
V15701	1020	03/06/15	1472 TURBO DATA SYSTEMS, INC.	4291	CITATION PROCESSING	1,725.34
V15702	1020	03/06/15	4662 UNISOURCE WORLDWIDE INC	4329	PAPER SUPPLIES	1,648.17
V15702	1020	03/06/15	4662 UNISOURCE WORLDWIDE INC	4231	PAPER SUPPLIES	386.74
TOTAL VOUCHER						2,034.91
V15703	1020	03/06/15	16649 UNITED ROTARY BRUSH CORPO	4366	SWEEPER BROOMS	97.24
V15704	1020	03/06/15	4573 VISTA PAINT CORPORATION	4331	SENIOR CENTER PAINT	11.22
V15704	1020	03/06/15	4573 VISTA PAINT CORPORATION	4331	SENIOR CENTER PAINT	14.30
V15704	1020	03/06/15	4573 VISTA PAINT CORPORATION	4331	SENIOR CENTER PAINT	29.13
V15704	1020	03/06/15	4573 VISTA PAINT CORPORATION	4331	CCC PAINT SUPPLIES	130.20
TOTAL VOUCHER						184.85
V15705	1020	03/06/15	15007 VORTEX	4269	CITY YARD DOOR REPAIR	2,345.00
V15705	1020	03/06/15	15007 VORTEX	4269	STA#4 DOOR REPAIRS	336.00
TOTAL VOUCHER						2,681.00
V15706	1020	03/06/15	1667 WALTERS WHOLESALE ELECTRI	4337	ELECTRICAL PART	12.54
V15707	1020	03/06/15	3332 WAXIE SANITARY SUPPLY	4332	PURELL SYSTEM	227.18
V15707	1020	03/06/15	3332 WAXIE SANITARY SUPPLY	4332	JANITORIAL SUPPLIES	1,120.12
TOTAL VOUCHER						1,347.30
V15708	1020	03/06/15	11519 WEST COAST SAND & GRAVEL,	4334	BASE (SAND)	545.25
V15709	1020	03/06/15	15831 YOUNG REMBRANDTS	4249	CLASS INSTRUCTOR	456.00
V15710	1020	03/06/15	23538 ZOLL MEDICAL CORPORATION	4442	PARAMEDIC SUPPLIES	955.80
TOTAL FUND						111,969.26
TOTAL REPORT						111,969.26

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FUND - 020 - DISBURSEMENT FUND

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168024	1020	03/13/15	17246 A & B ELECTRIC	4249	LOCATE AND FIX ELECTRICAL	6,807.70
168025	1020	03/13/15	23273 ARC IMAGING RESOURCES	4321	HP PLOTTER/PRNTNG ENG	33.75
168025	1020	03/13/15	23273 ARC IMAGING RESOURCES	4311	HP PLOTTER/PRNTNG ENG	33.75
168025	1020	03/13/15	23273 ARC IMAGING RESOURCES	4321	HP PLOTTER/PRNTNG ENG	33.75
168025	1020	03/13/15	23273 ARC IMAGING RESOURCES	4321	HP PLOTTER/PRNTNG ENG	33.75
168025	1020	03/13/15	23273 ARC IMAGING RESOURCES	4261	HP PLOTTER/PRNTNG ENG	33.75
	TOTAL CHECK					168.75
168026	1020	03/13/15	22583 JOHN ARGUELLES	3609	COST CENTER REFUND	105.50
168027	1020	03/13/15	9144 ASBURY ENVIRONMENTAL SERV	4249	USED OIL DISPOSAL	35.00
168028	1020	03/13/15	18811 ASCAP	4442	LICENSE FEE-2015	167.50
168028	1020	03/13/15	18811 ASCAP	4249	LICENSE FEE-2015	167.50
	TOTAL CHECK					335.00
168029	1020	03/13/15	25425 RICHARD BENTLEY	3609	COST CENTER REFUND	144.50
168030	1020	03/13/15	25426 CHRIS BERGNER	3609	COST CENTER REFUND	75.50
168031	1020	03/13/15	23946 RONALD BIANG	3609	COST CENTER REFUND	96.00
168032	1020	03/13/15	25429 MONICA BLAISDELL	3609	COST CENTER REFUND	168.00
168033	1020	03/13/15	25418 BLAZE PIZZA	3609	COST CENTER REFUND	710.18
168034	1020	03/13/15	25415 DUANGDEUN AND JEAN BRAHM	3609	COST CENTER REFUND	166.50
168035			18749 BUSINESS CARD		VOID: MULTI STUB CHECK	
168036	1020	03/13/15	18749 BUSINESS CARD	6016	ILJAOC	299.28
168036	1020	03/13/15	18749 BUSINESS CARD	6015	ILJAOC	300.00
168036	1020	03/13/15	18749 BUSINESS CARD	4311	2211	22.94
168036	1020	03/13/15	18749 BUSINESS CARD	4442	2222	1,645.00
168036	1020	03/13/15	18749 BUSINESS CARD	4299	4521	770.15
168036	1020	03/13/15	18749 BUSINESS CARD	4335	5131	252.01
168036	1020	03/13/15	18749 BUSINESS CARD	4331	5131	16.24
168036	1020	03/13/15	18749 BUSINESS CARD	4211	5131	53.00
168036	1020	03/13/15	18749 BUSINESS CARD	4349	5131	77.70
168036	1020	03/13/15	18749 BUSINESS CARD	4372	5131	125.96
168036	1020	03/13/15	18749 BUSINESS CARD	4221	2111	225.00
168036	1020	03/13/15	18749 BUSINESS CARD	4223	2111	355.00
168036	1020	03/13/15	18749 BUSINESS CARD	4311	2111	245.03
168036	1020	03/13/15	18749 BUSINESS CARD	4329	2111	89.36
168036	1020	03/13/15	18749 BUSINESS CARD	4223	2111	271.70
168036	1020	03/13/15	18749 BUSINESS CARD	4251	2121	240.00
168036	1020	03/13/15	18749 BUSINESS CARD	4329	2121	867.43
168036	1020	03/13/15	18749 BUSINESS CARD	4329	2131	17.80
168036	1020	03/13/15	18749 BUSINESS CARD	4361	2132	15.99
168036	1020	03/13/15	18749 BUSINESS CARD	2060	SALES TAX PAYABLE	-8.77
168036	1020	03/13/15	18749 BUSINESS CARD	6016	ILJAOC	1.50
168036	1020	03/13/15	18749 BUSINESS CARD	4299	1481	154.02
168036	1020	03/13/15	18749 BUSINESS CARD	4231	4154	20.00
168036	1020	03/13/15	18749 BUSINESS CARD	4441	4212	42.58
168036	1020	03/13/15	18749 BUSINESS CARD	4443	4213	2,343.90

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168036	1020	03/13/15	18749 BUSINESS CARD	4359 4217		25.89
168036	1020	03/13/15	18749 BUSINESS CARD	4249 4420		103.00
168036	1020	03/13/15	18749 BUSINESS CARD	4311 4217		118.55
168036	1020	03/13/15	18749 BUSINESS CARD	4311 4224		13.64
168036	1020	03/13/15	18749 BUSINESS CARD	4249 4420		150.84
168036	1020	03/13/15	18749 BUSINESS CARD	4311 4425		176.13
168036	1020	03/13/15	18749 BUSINESS CARD	4359 4425		332.45
168036	1020	03/13/15	18749 BUSINESS CARD	4359 4429		171.81
168036	1020	03/13/15	18749 BUSINESS CARD	4442 4429		186.39
168036	1020	03/13/15	18749 BUSINESS CARD	2060 SALES TAX PAYABLE		-9.27
TOTAL CHECK						9,712.25
168037	1020	03/13/15	15634 CALIFORNIA DENTAL NETWORK	4441 ADMIN FEE		10.00
168037	1020	03/13/15	15634 CALIFORNIA DENTAL NETWORK	2090DNTRL DENTAL-APRIL		246.50
TOTAL CHECK						256.50
168038	1020	03/13/15	4488 CALIFORNIA FORENSIC PHLEB	4385 BLOOD TESTS`		2,183.50
168039	1020	03/13/15	15828 CANNINGS ACE HARDWARE	4366 KEYS/WASHERS/NUTS		24.24
168040	1020	03/13/15	25424 MARSHA CARTER	3609 COST CENTER REFUND		122.50
168041	1020	03/13/15	25424 MARSHA CARTER	3609 COST CENTER REFUND		100.50
168042	1020	03/13/15	25424 MARSHA CARTER	3609 COST CENTER REFUND		144.50
168043	1020	03/13/15	8508 CENTRAL POWDER COATING	4249 DWNTWN BENCH PAINTED		135.00
168044	1020	03/13/15	25411 ROSE AND GILBERT CHANG	3609 COST CENTER REFUND		456.50
168045	1020	03/13/15	25407 CHING-PENG CHIANG	3312 CITATION REFUND		51.00
168046	1020	03/13/15	25413 MICHAEL CHRISTENSEN	3609 COST CENTER REFUND		278.00
168047	1020	03/13/15	13577 CITY OF BREA	3727 REFUND-TEMP MTR ACCTS		31,700.31
168048	1020	03/13/15	5252 COSTCO/CAPITAL ONE COMMER	4299 FRIDAY LUNCH PROGM		64.95
168049	1020	03/13/15	4799 COUNTY OF ORANGE	4249 ANML CARE SVCS-2ND QT		22,417.00
168050	1020	03/13/15	4799 COUNTY OF ORANGE	4249 14/15-NPDES FEES-BREA		62,197.81
168051	1020	03/13/15	25416 MICHAEL AND SUSAN CURRAN	3609 COST CENTER REFUND		147.50
168052	1020	03/13/15	25419 PETER AND ELLEN DAVID	3609 COST CENTER REFUND		152.50
168053	1020	03/13/15	25028 ALISSA DE LOS REYES	2310 25% WITHHOLDING		-120.88
168053	1020	03/13/15	25028 ALISSA DE LOS REYES	4299 MASSAGE THERAPIST		483.50
TOTAL CHECK						362.62
168054	1020	03/13/15	25422 NATE DEIBLER	3609 COST CENTER REFUND		122.50
168055	1020	03/13/15	25427 FRANK DEICHSEL	3609 COST CENTER REFUND		144.50
168056	1020	03/13/15	13722 DEPARTMENT OF TRANSPORTAT	4283 SIGNLS/LGHTNG-OCT-DEC		11,548.15



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FUND - 020 - DISBURSEMENT FUND

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168057	1020	03/13/15	25428 VICKI DIAL	3609	COST CENTER REFUND	144.50
168058	1020	03/13/15	25421 MARILYN DIELMANN	3609	COST CENTER REFUND	62.00
168059	1020	03/13/15	25406 BELINDA S OR TIMOTHY F DU	3312	CITATION REFUND	306.00
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4249	35 X 70 INCH WALL MAP MUR	4,000.00
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	35 X 70 INCH WALL MAP MUR	6,177.32
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	35 X 70 INCH WALL MAP MUR	165.83
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	48 X 96 INCH WALL MAP MUR	165.38
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4322	48 X 96 INCH WALL MAP MUR	1,065.00
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	48 X 96 INCH WALL MAP MUR	1,098.78
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	48 X 96 INCH WALL MAP MUR	1,530.00
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4221	48 X 96 INCH WALL MAP MUR	4,000.00
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	D-ORTHO 3" - 2014 3 INCH	2,758.40
168060	1020	03/13/15	24829 EAGLE AERIAL IMAGING	4291	SHIPPING AND HANDLING	100.00
TOTAL CHECK						21,060.71
168061	1020	03/13/15	25414 EBI CONSULTING	3609	COST CENTER REFUND	906.57
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	450.81
168062	1020	03/13/15	3343 EDISON CO	4283	ELECTRICITY	4,486.54
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	5,026.45
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	5,518.97
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	21,332.20
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	629.54
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	677.92
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	707.92
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	724.81
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	818.32
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	878.62
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	995.93
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	2,501.91
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	184.15
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	245.81
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	102.60
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	109.41
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	25.96
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	31.68
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	60.92
168062	1020	03/13/15	3343 EDISON CO	4282	ELECTRICITY	17.37
TOTAL CHECK						45,527.84
168063	1020	03/13/15	18996 BARRY AND DONNA EISENBERG	3609	COST CENTER REFUND	118.00
168064	1020	03/13/15	25405 MAHER ELHABAL	3312	CITATION REFUND	41.00
168065	1020	03/13/15	24959 ENVIRONMENTAL ENGINEERING	4249	CMMS SUPPORT SVCS	3,707.35
168066	1020	03/13/15	25247 F M POOL CONSTRUCTION INC	2510	POOL DEPOSIT REFUND	250.00
168066	1020	03/13/15	25247 F M POOL CONSTRUCTION INC	2510	POOL DEPOSIT REFUND	250.00
TOTAL CHECK						500.00
168067	1020	03/13/15	25336 DENNIS FERRIS	3609	COST CENTER REFUND	30.00
168068	1020	03/13/15	12043 FRANCHISE TAX BOARD/ST OF	2090WAGE	PAYROLL DEDUCTION	90.00

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FUND - 020 - DISBURSEMENT FUND

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168069	1020	03/13/15	12043 FRANCHISE TAX BOARD/ST OF	2090WAGE	PAYROLL DEDUCTION	50.00
168070	1020	03/13/15	12043 FRANCHISE TAX BOARD/ST OF	2310	25% WTHHLD-DELOSREYES	120.88
168071	1020	03/13/15	3749 THE GAS COMPANY	4281	GAS	32.95
168072	1020	03/13/15	24866 KAREY GLAVIANO	4299	MASSAGE THERAPIST	330.00
168073	1020	03/13/15	25404 MARGIE DIANE GONZALEZ	2099	MEMBERSHIP REFUND	50.00
168074	1020	03/13/15	25370 GREENLAND NURSERY	4379	PLANTS	42.12
168075	1020	03/13/15	25409 XIN GU	3609	COST CENTER REFUND	218.80
168076	1020	03/13/15	25410 DAVID AND SHERYL HALM	3609	COST CENTER REFUND	409.50
168077	1020	03/13/15	25423 WILLIAM HITCHCOCK	3609	COST CENTER REFUND	119.50
168078	1020	03/13/15	20149 HI-TECH SOFTWARE INC.	4261	DWNTWN PRKNG-JAN MAIN	920.00
168078	1020	03/13/15	20149 HI-TECH SOFTWARE INC.	4261	DWNTWN PRKNG-FEB MAIN	920.00
168078	1020	03/13/15	20149 HI-TECH SOFTWARE INC.	4261	DWNTWN PRKNG-MAR MAIN	920.00
TOTAL CHECK						2,760.00
168079	1020	03/13/15	25420 NORIKO HORIKOSHI	3609	COST CENTER REFUND	108.50
168080	1020	03/13/15	25412 JINAI HUANG	3609	COST CENTER REFUND	108.50
168081	1020	03/13/15	24260 IMPERIAL SPRINKLER SUPPLY	4261	IRRIGATION ANTENNA INSTAL	343.17
168082	1020	03/13/15	20876 IN TIME SERVICES INC	6024	ILJAOC	792.08
168083	1020	03/13/15	23904 INLAND WATER WORKS SUPPLY	4631	LIDS	132.30
168084	1020	03/13/15	2432 INTELLIGENT PRODUCTS INC	4339	DOG WASTE BAGS	269.37
168084	1020	03/13/15	2432 INTELLIGENT PRODUCTS INC	4339	DOG WASTE BAGS	269.37
168084	1020	03/13/15	2432 INTELLIGENT PRODUCTS INC	2060	SALES TAX PAYABLE	-31.20
TOTAL CHECK						507.54
168085	1020	03/13/15	19786 INTERINSURANCE EXC OF THE	4451	CLAIM#503-15-07	2,183.68
168086	1020	03/13/15	23835 JAMBOREE HOUSING CORP	3609	COST CENTER REFUND	279.00
168087	1020	03/13/15	15812 JAMISON ENGINEERING CONTR	4249	SEWER LIFT STATN-MAIN	2,904.00
168088	1020	03/13/15	25408 ROBERT KAY	3609	COST CENTER REFUND	133.60
168089	1020	03/13/15	25417 LAURA KLEIN	3609	COST CENTER REFUND	68.00
168090	1020	03/13/15	19170 RUTH LADEBAUCHE	3609	COST CENTER REFUND	100.50
168091	1020	03/13/15	25399 DAVID AND LOREE LAJEUNESS	3609	COST CENTER REFUND	156.00
168092	1020	03/13/15	12885 LAKEMAN CHASSIS	4366	SWEEPER DOOR	194.40
168093	1020	03/13/15	25381 LAMBERT INDUSTRIAL INVEST	3609	COST CENTER REFUND	375.48

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FUND - 020 - DISBURSEMENT FUND

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168094	1020	03/13/15	25388 COURTNI LAUGHLIN	3609	COST CENTER REFUND	1,315.43
168095	1020	03/13/15	5799 LETTER PERFECT SIGNS	4443	SPRING BOUTIQUE	253.80
168096	1020	03/13/15	10530 LIFE-ASSIST, INC.	4442	PARAMEDIC SUPPLIES	2,334.94
168096	1020	03/13/15	10530 LIFE-ASSIST, INC.	2060	SALES TAX PAYABLE	-9.46
			TOTAL CHECK			2,325.48
168097	1020	03/13/15	14687 LOMA VISTA NURSERY	4379	BOXWOOD PLANTS	281.28
168097	1020	03/13/15	14687 LOMA VISTA NURSERY	4379	PLANTS	56.70
168097	1020	03/13/15	14687 LOMA VISTA NURSERY	4379	PLANTS	56.70
			TOTAL CHECK			394.68
168098	1020	03/13/15	25396 RAUL LONA	3609	COST CENTER REFUND	144.50
168099	1020	03/13/15	25430 KRISTEN LOPEZ	2099	DEPOSIT REFUND	565.00
168100	1020	03/13/15	19504 MACY'S	3609	COST CENTER REFUND	409.75
168101	1020	03/13/15	21677 MAILFINANCE	4253	LEASE 2/27-3/26/15	611.87
168102	1020	03/13/15	25398 JOANN MARSHALL	3609	COST CENTER REFUND	162.00
168103	1020	03/13/15	16965 MATT MCBRIDE	3609	COST CENTER REFUND	64.50
168104	1020	03/13/15	25400 KI HONG MOON	3609	COST CENTER REFUND	202.50
168105	1020	03/13/15	25380 ERIC AND PAULINE MORRISSE	3609	COST CENTER REFUND	97.50
168106	1020	03/13/15	25389 NO LIMITS LEARNING CENTER	3609	COST CENTER REFUND	62.00
168107	1020	03/13/15	24089 OAKMONT SENIOR LIVING	3609	COST CENTER REFUND	141.50
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	3.49
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	37.45
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	21.59
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	10.47
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	154.83
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	17.27
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	20.83
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	89.80
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	10.84
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	42.17
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	26.09
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	21.16
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	CREDIT MEMO	-6.61
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4321	COMPUTER SUPPLIES	81.53
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	17.26
168108	1020	03/13/15	4743 OFFICE DEPOT, INC	4329	OFFICE SUPPLIES	17.27
			TOTAL CHECK			565.44
168109	1020	03/13/15	10223 ORANGE COUNTY STRIPING SE	4249	ROAD STRIPING	6,260.51
168110	1020	03/13/15	20264 ORANGE CTY TRANSPORTATION	3609	COST CENTER REFUND	30.00

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FUND - 020 - DISBURSEMENT FUND

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168111	1020	03/13/15	25397 BILL PAIK	3609	COST CENTER REFUND	144.50
168112	1020	03/13/15	21930 VIMAL PATEL	3609	COST CENTER REFUND	97.50
168113	1020	03/13/15	25387 DEBORAH PETRI	3609	COST CENTER REFUND	144.50
168114	1020	03/13/15	15800 PETTY CASH CUSTODIAN	10100008	PETTY CASH REIMBT	205.21
168115	1020	03/13/15	15835 PETTY CASH CUSTODIAN	10100010	PETTY CASH REIMBT	206.30
168116	1020	03/13/15	23851 PETTY CASH CUSTODIAN	10100011	PETTY CASH REIMBT	231.07
168117	1020	03/13/15	24845 PLAYSRIPTS	4249	HIGH FIDELITY PRODCTN	1,125.00
168118	1020	03/13/15	18392 PLUMBING WHOLESALE OUTLET	4333	CLEANER/PLUMB PARTS	84.73
168119	1020	03/13/15	25384 PERRY AND ELIZABETH PLUNK	3609	COST CENTER REFUND	177.50
168120	1020	03/13/15	25383 LEO AND KAY PRICHARD	3609	COST CENTER REFUND	43.50
168121	1020	03/13/15	19145 RASPORT, INC.	4311	DISPATCH SWEATSHIRTS	98.12
168121	1020	03/13/15	19145 RASPORT, INC.	4311	DISPATCH SWEATSHIRTS	169.29
			TOTAL CHECK			267.41
168122	1020	03/13/15	25392 CAROL ROSS	3609	COST CENTER REFUND	144.50
168123	1020	03/13/15	24609 CHRISTOPHER & TIFFANY RUS	3609	COST CENTER REFUND	255.50
168124	1020	03/13/15	25395 KATHY SHAW	3609	COST CENTER REFUND	176.00
168125	1020	03/13/15	25401 WILL AND LAURIE SIDES	3609	COST CENTER REFUND	132.00
168126	1020	03/13/15	15399 SIMPRO, INC.	4329	REPRO TABS	731.16
168126	1020	03/13/15	15399 SIMPRO, INC.	2060	SALES TAX PAYABLE	-54.16
			TOTAL CHECK			677.00
168127	1020	03/13/15	16067 SPRINT	4212	I.T.CHGS THRU 2/27/15	567.54
168128	1020	03/13/15	10952 ST. JOSEPH HERITAGE HEALT	4452	WORKERS COMP JOHNSON	132.25
168128	1020	03/13/15	10952 ST. JOSEPH HERITAGE HEALT	4452	WORKERS COMP JOHNSON	74.92
			TOTAL CHECK			207.17
168129	1020	03/13/15	15689 THE STANDARD INSURANCE CO	2090LIFE	LIFE INSURANCE (MAR)	6,455.70
168130	1020	03/13/15	25403 RAY AND SUE STRATTON	3609	COST CENTER REFUND	156.00
168131	1020	03/13/15	22779 ARNOT SUTTON	3609	COST CENTER REFUND	119.50
168132	1020	03/13/15	25379 SUZUKI MOTOR OF AMERICA,	3609	COST CENTER REFUND	192.00
168133	1020	03/13/15	25402 CASEY AND JENNIFER SWINDE	3609	COST CENTER REFUND	144.50
168134	1020	03/13/15	24354 TECHNICOLOR PRINTING	4359	YOUTH SPORT SHIRTS	490.42
168135	1020	03/13/15	25382 TOWNGATE BEAUTY	3609	COST CENTER REFUND	154.80

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FUND - 020 - DISBURSEMENT FUND

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168136	1020	03/13/15	18881 TOWNSEND PUBLIC AFFAIRS,	4249	CONSULTING SVCS MARCH '15	1,000.00
168136	1020	03/13/15	18881 TOWNSEND PUBLIC AFFAIRS,	4249	CONSULTING SVCS MARCH '15	1,000.00
168136	1020	03/13/15	18881 TOWNSEND PUBLIC AFFAIRS,	4249	CONSULTING SVCS MARCH '15	1,000.00
168136	1020	03/13/15	18881 TOWNSEND PUBLIC AFFAIRS,	4249	CONSULTING SVCS MARCH '15	1,000.00
168136	1020	03/13/15	18881 TOWNSEND PUBLIC AFFAIRS,	4249	CONSULTING SVCS MARCH '15	1,000.00
	TOTAL CHECK					5,000.00
168137	1020	03/13/15	25040 KHIEM TRAN	3609	COST CENTER REFUND	53.50
168138	1020	03/13/15	11057 U.S. POSTAL SERVICE(HASLE	4211	POSTAGE ACCT 220432	10,000.00
168139	1020	03/13/15	25394 ROBERT AND SUSAN UNDERWOO	3609	COST CENTER REFUND	144.50
168140	1020	03/13/15	25393 UNITED KANBOO USA CORP.	3609	COST CENTER REFUND	303.00
168141	1020	03/13/15	3174 UNITED PARCEL SERVICE	4718	COMM DEVEL POSTAGE	112.16
168141	1020	03/13/15	3174 UNITED PARCEL SERVICE	4211	PURCHASING POSTAGE	148.05
	TOTAL CHECK					260.21
168142	1020	03/13/15	4352 URBAN GRAFFITI ENTERPRISE	4249	REMOVAL SVCS (JAN)	1,250.00
168143	1020	03/13/15	11509 VERIZON CALIFORNIA	4212	FEB 28 - MAR 27	190.00
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	CELL PHONES 1/23-2/22	2,541.97
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	CREDIT	-100.00
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	88.32
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	90.48
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	90.48
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	93.57
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	-9.52
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	17.55
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4219	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	52.47
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	650.58
168144	1020	03/13/15	21122 VERIZON WIRELESS	4219	JAN 23 - FEB 22	698.37
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	887.74
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	412.45
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	439.84
168144	1020	03/13/15	21122 VERIZON WIRELESS	4219	JAN 23 - FEB 22	142.95
168144	1020	03/13/15	21122 VERIZON WIRELESS	4219	JAN 23 - FEB 22	266.07
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	268.16
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	JAN 23 - FEB 22	314.52
168144	1020	03/13/15	21122 VERIZON WIRELESS	4212	SWAT PHONES 1/23-2/22	52.47
	TOTAL CHECK					7,313.29
168145	1020	03/13/15	19627 KELLY WALKER	3698	START \$\$ SPR BOUTIQUE	2,000.00
168146	1020	03/13/15	25386 JANINE WELCH & JOSEPH WHE	3609	COST CENTER REFUND	117.01
168147	1020	03/13/15	25390 JON S. WEST	3609	COST CENTER REFUND	119.50

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FUND - 020 - DISBURSEMENT FUND

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168148	1020	03/13/15	24299 MARK AND DANIELLE WHITE	3609	COST CENTER REFUND	166.50
168149	1020	03/13/15	25391 STEPHEN WITT	3609	COST CENTER REFUND	78.50
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	1,661.70
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	1,965.65
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	108.00
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	276.59
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	276.59
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	289.17
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	1,510.57
168150	1020	03/13/15	3349 XEROX CORPORATION	4253	LEASE - FEB 2015	310.07
			TOTAL CHECK			6,398.34
168151	1020	03/13/15	25385 BENJAMIN B. XU	3609	COST CENTER REFUND	212.00
168151	1020	03/13/15	25385 BENJAMIN B. XU	3609	COST CENTER REFUND	408.50
			TOTAL CHECK			620.50
TOTAL FUND						296,370.59
TOTAL REPORT						296,370.59

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FUND - 020 - DISBURSEMENT FUND

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V15711	1020	03/13/15	3344 ADMINISTRATIVE & PROF	2090DUES	DED:4010 APEA DUES	456.00
V15712	1020	03/13/15	24539 THE ADVANTAGE GROUP	2090S125	DED:808B TAG DEPCAR	1,464.97
V15712	1020	03/13/15	24539 THE ADVANTAGE GROUP	2090S125	DED:808C TAG MEDFSA	3,951.09
			TOTAL VOUCHER			5,416.06
V15713	1020	03/13/15	23067 AEGIS ITS, INC	4269	SIGNAL MAINTENANCE	2,850.64
V15713	1020	03/13/15	23067 AEGIS ITS, INC	4269	SIGNAL MAINTENANCE	3,382.66
V15713	1020	03/13/15	23067 AEGIS ITS, INC	4269	SIGNAL MAINTENANCE	2,890.25
V15713	1020	03/13/15	23067 AEGIS ITS, INC	4269	SIGNAL MAINTENANCE	4,676.78
			TOTAL VOUCHER			13,800.33
V15714	1020	03/13/15	22923 AFLAC-ACCOUNT #EZA73	2090ACC	ACCIDENT POLICY-FEB	2,829.32
V15714	1020	03/13/15	22923 AFLAC-ACCOUNT #EZA73	2090CNCR	CANCER POLICY-FEB	4,188.98
			TOTAL VOUCHER			7,018.30
V15715	1020	03/13/15	19432 YERIKA AMBRIZ	4441	EXPENSE REIMBURSEMENT	27.31
V15716	1020	03/13/15	3681 ANIMAL PEST MANAGEMENT SE	4249	GROUND SQUIRREL CONTROL I	435.00
V15717	1020	03/13/15	4515 ANTHEM BLUE CROSS	2090DNLT	DENTAL-MARCH	7,264.27
V15718	1020	03/13/15	16230 BEST LAWN MOWER SERVICE	4362	PROGUARD OIL	260.35
V15718	1020	03/13/15	16230 BEST LAWN MOWER SERVICE	4366	HEDGE TRIMMER BLADES	368.57
			TOTAL VOUCHER			628.92
V15719	1020	03/13/15	14990 BPSEA MEMORIAL FOUNDATION	2090DUES	DED:4050 MEMORIAL	249.50
V15720	1020	03/13/15	3236 BREA CITY EMPLOYEES ASSOC	2090DUES	DED:4005 BCEA DUES	632.00
V15721	1020	03/13/15	3330 BREA DISPOSAL, INC	4267	REFUSE COLLECTN-FEB	132,177.66
V15722	1020	03/13/15	3237 BREA FIREFIGHTERS ASSOCIA	2090DUES	DED:4015 ASSOCAFLAC	31.72
V15722	1020	03/13/15	3237 BREA FIREFIGHTERS ASSOCIA	2090DUES	DED:4016 ASSOC DUES	1,984.00
			TOTAL VOUCHER			2,015.72
V15723	1020	03/13/15	3769 BREA POLICE ASSOCIATION	2090DUES	DED:4030 BPA REG	3,450.00
V15724	1020	03/13/15	1068 BREA POLICE ATHLETIC LEAG	2090DUES	DED:5010 B.P.A.L.	115.00
V15725	1020	03/13/15	21189 BREA POLICE MANAGEMENT AS	2090DUES	DED:4020 ASSOC DUES	209.50
V15726	1020	03/13/15	13055 C.WELLS PIPELINE MATERIAL	4335	PLUMBING SUPPLIES	1,076.76
V15726	1020	03/13/15	13055 C.WELLS PIPELINE MATERIAL	4335	FIRE HYDRANT	2,851.20
			TOTAL VOUCHER			3,927.96
V15727	1020	03/13/15	4042 CALIFORNIA COMMERCIAL LIG	4337	BOLLARD LENSES	64.80
V15727	1020	03/13/15	4042 CALIFORNIA COMMERCIAL LIG	4337	LAMPS/BALLASTS	74.58
			TOTAL VOUCHER			139.38
V15728	1020	03/13/15	3390 CLINICAL LABORATORY OF	4249	WATER TESTING-JAN	1,554.00
V15729	1020	03/13/15	16963 CLUB SERVICES	4261	SVC/REPAIRS BCC EQUIP	1,063.66
V15730	1020	03/13/15	16220 CODE CONSULTING GROUP, LL	4246	FIRE CK/INSPECTN SVCS	552.50

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FUND - 020 - DISBURSEMENT FUND

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V15731	1020	03/13/15	13625 COMLOCK SECURITY-GROUP	4339	PADLOCKS	173.88
V15732	1020	03/13/15	23562 COMPLETE LANDSCAPE CARE I	4269	LANDSCAPE MAINT-FEB	8,367.78
V15733	1020	03/13/15	23350 NATHANIEL DE LEON	4299	MASSAGE THERAPIST	355.00
V15734	1020	03/13/15	3411 DELTA DENTAL PLAN OF CALI	2090DNTL	GR#4253-1001 MAR DNTL	13,558.89
V15735	1020	03/13/15	4522 EQUIPMENT DIRECT INC	4343	SAFETY GLOVES	322.54
V15735	1020	03/13/15	4522 EQUIPMENT DIRECT INC	4343	COVERAL SPRAY SUITS	268.35
V15735	1020	03/13/15	4522 EQUIPMENT DIRECT INC	4343	NITRITE SAFETY GLOVES	74.76
V15735	1020	03/13/15	4522 EQUIPMENT DIRECT INC	4343	WTRPRF RUBBER BOOTS	97.19
V15735	1020	03/13/15	4522 EQUIPMENT DIRECT INC	4343	SAFETY SUPPLIES	260.00
TOTAL VOUCHER						1,022.84
V15736	1020	03/13/15	23035 FIDELITY SECURITY LIFE IN	2090VSN	VISION-MARCH 2015	2,191.87
V15737	1020	03/13/15	2043 FILARSKY & WATT LLP	4244	PROFESSIONAL SERVICES	280.00
V15738	1020	03/13/15	18052 FUSCOE ENGINEERING, INC.	3609	IMP DISTRUTION-WQMP	1,096.00
V15738	1020	03/13/15	18052 FUSCOE ENGINEERING, INC.	3609	TRAILVIEW-WQMP	1,352.00
V15738	1020	03/13/15	18052 FUSCOE ENGINEERING, INC.	4249	NPDES STORM WATER MANAGEM	1,492.68
TOTAL VOUCHER						3,940.68
V15739	1020	03/13/15	16493 GALLS/QUARTERMASTER	4311	24 BALLISTIC VESTS AND PA	10,849.92
V15740	1020	03/13/15	13634 GRAINGER	4369	SHOP STRP STANDS	211.51
V15740	1020	03/13/15	13634 GRAINGER	4366	ROLLER DOOR SWITCH	80.74
TOTAL VOUCHER						292.25
V15741	1020	03/13/15	4297 HAAKER EQUIPMENT CO.	4366	VACTOR TRUCK 100' HOSE	2,031.76
V15742	1020	03/13/15	1540 SANDRA HALL	4221	TRAVEL AND EXPENSE	248.30
V15743	1020	03/13/15	2605 GEORGE AND GABRIEL HERNAN	3609	COST CENTER REFFUND	162.00
V15744	1020	03/13/15	23114 MONA HERNANDEZ	4299	MASSAGE THERAPIST	564.50
V15745	1020	03/13/15	18131 HUNTINGTON COURT REPORTS&	4249	TRNSCRPTN SVCS-2/1-15	906.95
V15746	1020	03/13/15	19016 INFOSEND, INC.	4231	INFO STUFFER-WTR BILL	110.09
V15746	1020	03/13/15	19016 INFOSEND, INC.	4211	POSTAGE-FEB WTR BILLS	4,263.95
V15746	1020	03/13/15	19016 INFOSEND, INC.	4299	PRNTNG/MAILNG WTR BIL	1,509.29
TOTAL VOUCHER						5,883.33
V15747	1020	03/13/15	22423 INK LINK INC	4442	THEATRE BACKDROP	200.34
V15748	1020	03/13/15	3640 J G TUCKER & SON INC	4349	GAS DETECTRS FOR SEWR	2,727.00
V15748	1020	03/13/15	3640 J G TUCKER & SON INC	4343	REGULATOR	253.41
TOTAL VOUCHER						2,980.41
V15749	1020	03/13/15	1143 JACKSON'S AUTO SUPPLY	4339	CCC HVAC BELT	18.45
V15749	1020	03/13/15	1143 JACKSON'S AUTO SUPPLY	4364	AUTO PARTS	475.32
V15749	1020	03/13/15	1143 JACKSON'S AUTO SUPPLY	4369	AUTO PARTS	552.56
V15749	1020	03/13/15	1143 JACKSON'S AUTO SUPPLY	4366	AUTO PARTS	2,050.97
V15749	1020	03/13/15	1143 JACKSON'S AUTO SUPPLY	4362	AUTO PARTS	59.80



FUND - 020 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
V15749	1020	03/13/15	JACKSON'S AUTO SUPPLY	4333	AUTO PARTS	13.05
			TOTAL VOUCHER			3,170.15
V15750	1020	03/13/15	JACOBSEN WEST	4366	SAND RAKE DIGGER BLADES	771.96
V15751	1020	03/13/15	JOHN DEERE LANDSCAPES	4335	IRRIGATION PARTS	684.74
V15751	1020	03/13/15	JOHN DEERE LANDSCAPES	4339	FLAGS/REBAR/TRIM LINE	61.73
V15751	1020	03/13/15	JOHN DEERE LANDSCAPES	4335	IRRIGATION PARTS	28.35
V15751	1020	03/13/15	JOHN DEERE LANDSCAPES	4335	IRRIGATION PARTS	39.80
V15751	1020	03/13/15	JOHN DEERE LANDSCAPES	4335	IRRIGATION PARTS	96.70
			TOTAL VOUCHER			911.32
V15752	1020	03/13/15	KRAUSE CONSTRUCTION	4462	CDBG-MADRID	5,400.00
V15753	1020	03/13/15	MARY LARKIN	4271	MILEAGE REIMBT	25.76
V15754	1020	03/13/15	THE LIGHTHOUSE	4366	LED AMBER LIGHTS	345.83
V15755	1020	03/13/15	LOS ANGELES FREIGHTLINER	4366	1101 SWEEPER REPAIR	538.37
V15755	1020	03/13/15	LOS ANGELES FREIGHTLINER	4262	1101 SWEEPER REPAIR	750.00
			TOTAL VOUCHER			1,288.37
V15756	1020	03/13/15	JENNIFER MANZELLA	6016	MAY 2014 - JAN 2015	111.63
V15757	1020	03/13/15	TINA MEYER	4221	TRAINING REIMBT	116.15
V15758	1020	03/13/15	WILLIAM MONTALVO	4225	TRAINING ADVANCE	40.00
V15759	1020	03/13/15	MUNICIPAL WATER DISTRICT	4249	REBATES - WATER	8,892.00
V15760	1020	03/13/15	ORANGE COUNTY SANITATION	3623	5% CITY PORTION	-6,952.10
V15760	1020	03/13/15	ORANGE COUNTY SANITATION	2160	RESIDENTL/COMMERCIAL	139,042.00
			TOTAL VOUCHER			132,089.90
V15761	1020	03/13/15	ORANGE COUNTY UNITED WAY	2090UWAY	DED:5005 UNITED WAY	76.12
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4249	TROUBLESHOOTING	450.00
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4249	TROUBLESHOOTING	1,682.50
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4722	HIGH SCHOOL ST LIGHTS	2,168.00
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4722	SONORA STREET LIGHTS	2,168.00
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4722	NEW HAVEN ST LIGHTS	2,568.00
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4722	FOXGLOVE ST LIGHTS	2,568.00
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4249	TROUBLESHOOTING	375.00
V15762	1020	03/13/15	OZUNA ELECTRIC CO.INC.	4249	TROUBLESHOOTING	2,160.00
			TOTAL VOUCHER			14,139.50
V15763	1020	03/13/15	PARKHOUSE TIRE, INC.	4363	CA RECYCLING FEE - NON-TA	35.00
V15763	1020	03/13/15	PARKHOUSE TIRE, INC.	4363	FIRESTONE 11R22.5 FS561 (	1,914.78
V15763	1020	03/13/15	PARKHOUSE TIRE, INC.	4363	FIRESTONE P265/60R17 FIRE	1,013.99
V15763	1020	03/13/15	PARKHOUSE TIRE, INC.	4363	MICHELINS 315/80R22.5 XZY	2,989.44
V15763	1020	03/13/15	PARKHOUSE TIRE, INC.	4363	MICHELINS 385/65R22.5 XFE	1,598.40
V15763	1020	03/13/15	PARKHOUSE TIRE, INC.	4363	CASING CREDIT	-240.00
			TOTAL VOUCHER			7,311.61
V15764	1020	03/13/15	PLUMBERS DEPOT INC.	4249	CCTV CAMERA REPAIR	414.79

PENTAMATION ENTERPRISES INC  
 DATE: 03/11/2015  
 TIME: 07:31:04

CITY OF BREA  
 VOUCHER REGISTER

PAGE NUMBER: 4  
 VENCHK11  
 ACCOUNTING PERIOD: 9/15

FUND - 020 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
V15765	1020	03/13/15	5713 R.H.F. INC.	4442	LABOR/RECERT/TEST	135.00
V15765	1020	03/13/15	5713 R.H.F. INC.	4442	RECERT/TESTING	85.00
			TOTAL VOUCHER			220.00
V15766	1020	03/13/15	1076 R.J. NOBLE COMPANY	4334	ASPHALT	1,194.46
V15766	1020	03/13/15	1076 R.J. NOBLE COMPANY	4334	ASPHALT	1,040.66
			TOTAL VOUCHER			2,235.12
V15767	1020	03/13/15	22534 RCS INVESTIGATIONS & CONS	4249	BACKGROUND CHECKS	3,300.00
V15768	1020	03/13/15	23982 GRACE ROUSE	4249	PROGRAM TRAINING	773.22
V15769	1020	03/13/15	12856 MICHAEL RYAN	4271	MILEAGE REIMBT	156.11
V15770	1020	03/13/15	6686 DON SCHWEITZER	3609	COST CENTER REFUND	124.00
V15771	1020	03/13/15	3269 SMART & FINAL	4299	FRIDAY LUNCH PROGRAM	23.49
V15771	1020	03/13/15	3269 SMART & FINAL	4299	FRIDAY LUNCH PROGRAM	70.10
V15771	1020	03/13/15	3269 SMART & FINAL	4299	FRIDAY LUNCH PROGRAM	75.40
V15771	1020	03/13/15	3269 SMART & FINAL	4299	FRIDAY LUNCH PROGRAM	44.36
			TOTAL VOUCHER			213.35
V15772	1020	03/13/15	16060 SPECTRUM GAS PRODUCTS, IN	4442	OXYGEN	25.75
V15773	1020	03/13/15	18883 SPICERS PAPER, INC.	4329	PAPER	3,998.37
V15774	1020	03/13/15	22888 STAPLES TECHNOLOGY SOLUTI	4321	COMPUTER SUPPLIES	240.70
V15774	1020	03/13/15	22888 STAPLES TECHNOLOGY SOLUTI	4321	COMPUTER SUPPLIES	320.93
			TOTAL VOUCHER			561.63
V15775	1020	03/13/15	8572 STATE INDUSTRIAL PRODUCTS	4332	URINAL MATS	89.42
V15775	1020	03/13/15	8572 STATE INDUSTRIAL PRODUCTS	4332	URINAL MATS	164.37
V15775	1020	03/13/15	8572 STATE INDUSTRIAL PRODUCTS	4332	URINAL MATS	164.38
			TOTAL VOUCHER			418.17
V15776	1020	03/13/15	24388 STOTZ EQUIPMENT	4221	EQUIPMENT TRAINING	300.00
V15777	1020	03/13/15	18798 SUPER FORD	4366	STEERING WHEEL	177.48
V15778	1020	03/13/15	11074 SUPERIOR ALARM SYSTEMS	4261	BCC PROGRAMMING CHGS	39.00
V15779	1020	03/13/15	19444 TARGET SPECIALITY PRODUCT	4372	WEED CHEMICALS	1,522.62
V15779	1020	03/13/15	19444 TARGET SPECIALITY PRODUCT	4373	FERTILIZER	562.97
V15779	1020	03/13/15	19444 TARGET SPECIALITY PRODUCT	4373	FERTILIZER	655.78
			TOTAL VOUCHER			2,741.37
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	TRIM VINE	1,572.00
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	SHRUB PLANTING	136.50
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	IRRIGATION REPAIR	291.62
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	IRRIGATION REPAIRS	123.38
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4266	DIST #3 (FEB)	1,827.34
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4266	DIST #1 (FEB)	1,688.50
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4266	DIST #6 (FEB)	5,936.59
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4266	DIST #5 (FEB)	2,194.09
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	IRRIGATION REPAIR	359.00
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	IRRIGATION REPAIRS	251.50

FUND - 020 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	IRRIGATION REPAIRS	437.05
V15780	1020	03/13/15	2062 TROPICAL PLAZA NURSERY, I	4249	PLANTING SHRUBS	391.00
TOTAL VOUCHER						15,208.57
V15781	1020	03/13/15	4537 UNDERGROUND SERVICE ALERT	4249	UNDERGROUND TICKETS	154.50
V15782	1020	03/13/15	3354 UNIQUE PAVING MATERIALS C	4334	ASPHALT BAG MIX	2,699.65
V15783	1020	03/13/15	16649 UNITED ROTARY BRUSH CORPO	4366	SWEEPER BROOMS	291.72
V15784	1020	03/13/15	16506 VALLEY POWER SYSTEMS, INC	4366	RADIATOR CAP	34.21
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4266	DIST #7 (FEB)	831.23
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4266	GATEWAY (FEB)	997.88
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4269	EDWARDS THEATER (FEB)	190.89
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4269	SUPERBLOCKS (FEB)	664.58
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4269	PARKS (FEB)	17.36
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4269	PARKS (FEB)	40.19
V15785	1020	03/13/15	18980 VALLEYCREST LANDSCAPE MAI	4269	PARKS (FEB)	4,567.22
TOTAL VOUCHER						7,309.35
V15786	1020	03/13/15	24179 VENDINI	4299	BOX OFFICE SERVICE	931.39
V15787	1020	03/13/15	23508 VIRTUAL PROJECT MANAGER	4728	MISC SEWER PROJECTS	100.00
V15787	1020	03/13/15	23508 VIRTUAL PROJECT MANAGER	4728	MISC SEWER PROJECTS	100.00
V15787	1020	03/13/15	23508 VIRTUAL PROJECT MANAGER	4728	MISC SEWER PROJECTS	100.00
V15787	1020	03/13/15	23508 VIRTUAL PROJECT MANAGER	4728	MISC SEWER PROJECTS	100.00
V15787	1020	03/13/15	23508 VIRTUAL PROJECT MANAGER	4728	MISC SEWER PROJECTS	100.00
TOTAL VOUCHER						500.00
V15788	1020	03/13/15	4573 VISTA PAINT CORPORATION	4331	PAINT FOR STREETS	68.20
V15789	1020	03/13/15	1667 WALTERS WHOLESALE ELECTRI	4337	ELECTRICAL SUPPLIES	136.04
V15789	1020	03/13/15	1667 WALTERS WHOLESALE ELECTRI	4337	ELECTRICAL SUPPLIES	156.70
V15789	1020	03/13/15	1667 WALTERS WHOLESALE ELECTRI	4337	ELECTRICAL SUPPLIES	185.73
TOTAL VOUCHER						478.47
V15790	1020	03/13/15	3332 WAXIE SANITARY SUPPLY	4332	JANITORIAL SUPPLIES	1,195.98
V15791	1020	03/13/15	15949 WEDDINGPAGES, LLC	4231	FACILITIES ADS	2,541.00
V15792	1020	03/13/15	4009 CANDACE WEIDMAN	4249	CLASS INSTRUCTOR	472.50
V15793	1020	03/13/15	1556 WEST COAST ARBORISTS, INC	4249	TRIMMING/REMOVE/PLANT	3,075.60
V15793	1020	03/13/15	1556 WEST COAST ARBORISTS, INC	4249	TRIMMING/REMOVE/PLANT	5,510.80
V15793	1020	03/13/15	1556 WEST COAST ARBORISTS, INC	4249	TRIMMING/REMOVE/PLANT	440.80
V15793	1020	03/13/15	1556 WEST COAST ARBORISTS, INC	4249	TREE PLANTING	1,139.30
TOTAL VOUCHER						10,166.50
V15794	1020	03/13/15	12445 WILLDAN ENGINEERING	4713	TRAFFIC TECH PHASE 2	16,424.46
V15795	1020	03/13/15	23937 CORINNE WORLAND	4299	MASSAGE THERAPIST	263.00
V15796	1020	03/13/15	1719 SUZETTE YOUNG	4221	TRAINING REIMBT	50.60
V15797	1020	03/13/15	3802 ZUMAR INDUSTRIES, INC.	4345	TRUCK ROUTE SIGNS	168.82

PENTAMATION ENTERPRISES INC  
DATE: 03/11/2015  
TIME: 07:31:04

CITY OF BREA  
VOUCHER REGISTER

PAGE NUMBER: 6  
VENCHK11  
ACCOUNTING PERIOD: 9/15

FUND - 020 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
V15797	1020	03/13/15	3802 ZUMAR INDUSTRIES, INC.	4345	SPEED SIGNS ASSOC RD	231.84
			TOTAL VOUCHER			400.66
			TOTAL FUND			484,723.19
			TOTAL REPORT			484,723.19

**City of Brea**

**Agenda Item: 20**

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**COUNCIL COMMUNICATION**

**Date:** March 17, 2015

**To:** Honorable Mayor and City Council

**From:** City Manager

**Subject: TREASURER'S REPORT FOR THE CITY OF BREA FOR PERIOD ENDING  
FEBRUARY 28, 2015**

**RECOMMENDATION**

Receive and file.

**BACKGROUND**

The Treasurer's Report contains information on the investment activities for the month of February 2015. The source of the reported current value of City investments is data obtained from Interactive Data Services. Attachment A contains information prepared by Chandler Asset Management, and includes a Portfolio Summary, Holdings Report, Book Value Report and Compliance with Investment Policy statement.

**DISCUSSION**

As of February 28, 2015, the total book value<sup>1</sup> of the investment portfolio was \$56,911,842.78, as compared to \$57,143,825.09 at January 31, 2015. The weighted average investment yield for February 2015 was 1.24%, which was slightly lower than the yield of 1.27% for the prior month. Additionally, the City's Local Agency Investment Fund (LAIF), which is used for short term investment and functions like a savings account, had a balance of \$15,053,747.29 at February 28, 2015. This brings the total portfolio value as of February 28, 2015 to \$71,965,590.07, as compared to \$73,097,572.38 at January 31,

**MONTHLY TREASURER'S REPORT FOR THE CITY OF BREA FOR PERIOD ENDING  
FEBRUARY 28, 2015**

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2015.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counterparty to the investment transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management has been reconciled for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

**FISCAL IMPACT**

During the month of February, the total value of the City's investment portfolio decreased by \$1,131,982.31. The decrease was primarily due to operating expenditures and three debt service payments that were made during the month. The debt service payments included the Olinda Heights, Downtown Brea and Brea Plaza Community Facilities Districts (CFDs).

Respectfully submitted,



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Tim O'Donnell  
City Manager

Prepared by:



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Ana Conrique  
Senior Accountant

Concurrence:



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William Christensen  
Treasurer

**MONTHLY TREASURER'S REPORT FOR THE CITY OF BREA FOR PERIOD ENDING  
FEBRUARY 28, 2015**

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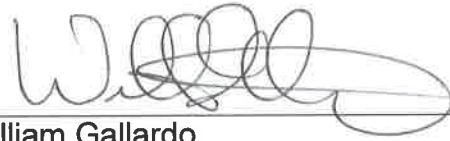
Concurrence:



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Faith E. Madrazo  
Revenue and Budget Manager

Concurrence:



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William Gallardo  
Assistant City Manager/Administrative  
Services Director

**PORTFOLIO CHARACTERISTICS**

Average Duration	2.54
Average Coupon	1.26 %
Average Purchase YTM	1.24 %
Average Market YTM	1.01 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.68 yrs
Average Life	2.59 yrs

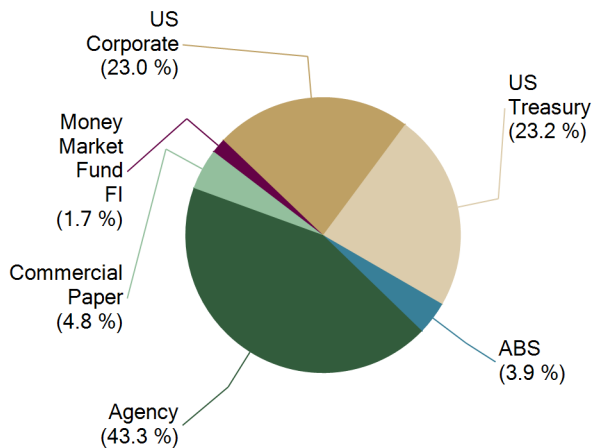
**ACCOUNT SUMMARY**

	Beg. Values as of 1/31/15	End Values as of 2/28/15
<b>Market Value</b>	56,945,944	56,720,668
<b>Accrued Interest</b>	197,881	191,175
<b>Total Market Value</b>	<b>57,143,825</b>	<b>56,911,843</b>
<b>Income Earned</b>	61,052	58,461
<b>Cont/WD</b>		0
<b>Par</b>	56,473,228	56,551,650
<b>Book Value</b>	56,342,518	56,415,722
<b>Cost Value</b>	56,547,495	56,588,858

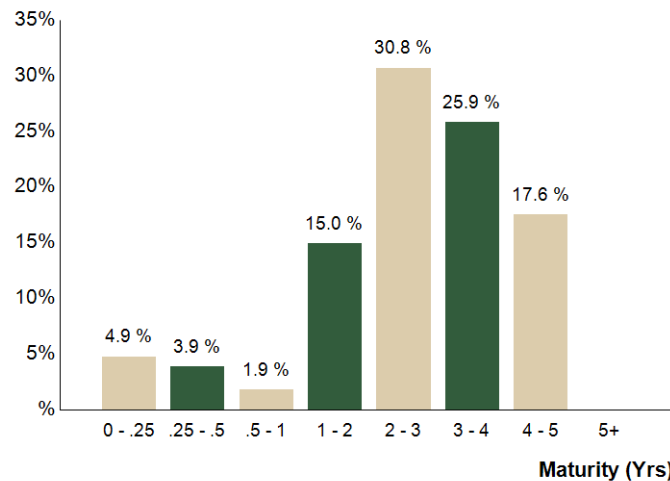
**TOP ISSUERS**

Issuer	% Portfolio
Government of United States	23.2 %
Federal Home Loan Mortgage Corp	14.8 %
Federal National Mortgage Assoc	12.9 %
Federal Home Loan Bank	12.2 %
Bank of New York	2.4 %
Bank of Tokyo-Mit UFJ	2.0 %
PNC Financial Services Group	1.9 %
Tennessee Valley Authority	1.8 %
	<b>71.2 %</b>

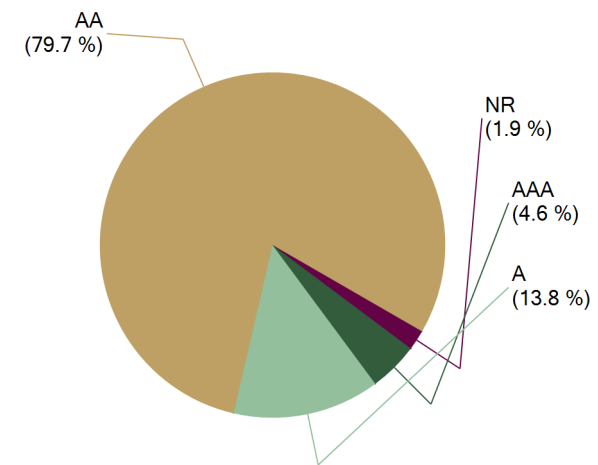
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

Total Rate of Return As of 2/28/2015	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			4/30/1996	Since 4/30/1996
					3 Yrs	5 Yrs	10 Yrs		
City of Brea	-0.42 %	0.34 %	0.55 %	1.35 %	1.13 %	1.94 %	3.36 %	4.35 %	122.87 %
1-5 yr Government*	-0.49 %	0.17 %	0.49 %	1.17 %	0.83 %	1.57 %	3.20 %	3.95 %	107.29 %
BAML 1-5 Year AAA-A (US Only Issuers)	-0.46 %	0.22 %	0.54 %	1.27 %	1.03 %	1.78 %	3.25 %	N/A	N/A

\*1 yr T-Bill to 9/30/01, then 1-5 Year Govt





**City of Brea**  
**February 28, 2015**

**COMPLIANCE WITH INVESTMENT POLICY**

*Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy*

<b>Category</b>	<b>Standard</b>	<b>Comment</b>
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer limit	Complies
Banker's Acceptances	40% max; 180 days max maturity	Complies
Commercial Paper	A-1/P-1; 25% max; 270 days max maturity	Complies
Repurchase Agreements	1 year max maturity	Complies
Time CDs	FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum	Complies
Medium Term Notes	30% maximum; "A" rated	Complies
LAIF	40%; <60%, with OCIP	Complies
OCIP	40%; <60%, with LAIF	Complies
Money Market Acct	20% maximum; "AAA" or SEC adviser	Complies
Pass Through Securities, Asset-Backed Securities (ABS), CMOs	20% max (all), 5% max (ABS); CMOs must pass FFIEC test	Complies
Agency Callable notes	5% maximum	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Per issuer max	5% of portfolio	Complies
Maximum Maturity	5 years	Complies

## Reconciliation Summary

As of 2/28/2015

BOOK VALUE RECONCILIATION	
<b>Beginning Book Value</b>	<b>\$56,342,517.88</b>
<b>Acquisition</b>	
+ Security Purchases	\$3,060,387.70
+ Money Market Fund Purchases	\$3,269,735.72
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
<b>Total Acquisitions</b>	<b>\$6,330,123.42</b>
<b>Dispositions</b>	
- Security Sales	\$458,338.50
- Money Market Fund Sales	\$3,060,387.70
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$2,179,359.50
- Calls	\$545,000.00
- Principal Paydowns	\$20,926.07
<b>Total Dispositions</b>	<b>\$6,264,011.77</b>
<b>Amortization/Accretion</b>	
+/- Net Accretion	(\$944.42)
	(\$944.42)
<b>Gain/Loss on Dispositions</b>	
+/- Realized Gain/Loss	\$8,037.01
	\$8,037.01
<b>Ending Book Value</b>	<b>\$56,415,722.12</b>

CASH TRANSACTION SUMMARY	
<b>BEGINNING BALANCE</b>	<b>\$782,411.58</b>
<b>Acquisition</b>	
Contributions	\$0.00
Security Sale Proceeds	\$458,338.50
Accrued Interest Received	\$1,263.13
Interest Received	\$64,199.73
Dividend Received	\$8.29
Principal on Maturities	\$2,179,359.50
Interest on Maturities	\$640.50
Calls/Redemption (Principal)	\$545,000.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$20,926.07
<b>Total Acquisitions</b>	<b>\$3,269,735.72</b>
<b>Disposition</b>	
Withdrawals	\$0.00
Security Purchase	\$3,060,387.70
Accrued Interest Paid	\$0.00
<b>Total Dispositions</b>	<b>\$3,060,387.70</b>
<b>Ending Book Value</b>	<b>\$991,759.60</b>

# Holdings Report

As of 2/28/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	129,890.43	10/29/2013 0.46 %	129,895.50 129,891.90	100.02 0.37 %	129,919.92 26.56	0.23 % 28.02	Aaa / AAA NR	1.38 0.25
161571FL3	Chase CHAIT Pool #2012-A5 0.59% Due 8/15/2017	550,000.00	02/12/2014 0.52 %	551,009.77 550,711.75	100.05 0.49 %	550,255.20 144.22	0.97 % (456.55)	NR / AAA AAA	2.46 0.44
43813JAC9	Honda Auto Receivables 2014-1 A3 0.67% Due 11/21/2017	500,000.00	01/22/2015 0.90 %	498,476.56 498,549.00	99.80 0.82 %	499,019.00 93.06	0.88 % 470.00	Aaa / NR AAA	2.73 1.28
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	465,000.00	03/11/2014 0.69 %	464,914.07 464,942.88	99.88 0.77 %	464,438.28 138.47	0.82 % (504.60)	Aaa / AAA NR	2.80 1.20
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	575,000.00	04/02/2014 0.93 %	574,907.89 574,935.14	100.05 0.89 %	575,289.80 235.11	1.01 % 354.66	Aaa / NR AAA	3.13 1.35
<b>Total ABS</b>		<b>2,219,890.43</b>	<b>0.74 %</b>	<b>2,219,203.79</b> <b>2,219,030.67</b>	<b>0.72 %</b>	<b>2,218,922.20</b> <b>637.42</b>	<b>3.90 %</b> <b>(108.47)</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.70</b> <b>1.01</b>
<b>AGENCY</b>									
31331J6C2	FFCB Note 2.35% Due 12/22/2015	350,000.00	03/28/2011 2.27 %	351,267.00 350,216.91	101.67 0.30 %	355,859.35 1,576.46	0.63 % 5,642.44	Aaa / AA+ AAA	0.81 0.81
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	675,000.00	08/24/2011 1.22 %	698,193.00 680,220.87	101.71 0.33 %	686,529.00 6,487.50	1.22 % 6,308.13	Aaa / AA+ AAA	1.02 1.01
3137EAAD1	FHLMC Note 5.25% Due 4/18/2016	450,000.00	06/07/2011 1.76 %	522,760.50 466,961.06	105.50 0.41 %	474,728.85 8,728.13	0.85 % 7,767.79	Aaa / AA+ AAA	1.14 1.10
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	275,000.00	06/14/2011 1.86 %	283,248.35 277,068.94	102.56 0.44 %	282,029.00 1,795.14	0.50 % 4,960.06	Aaa / AA+ AAA	1.24 1.23
313373SZ6	FHLB Note 2.125% Due 6/10/2016	1,110,000.00	07/19/2011 1.75 %	1,129,447.20 1,115,082.17	102.18 0.42 %	1,134,176.91 5,307.19	2.00 % 19,094.74	Aaa / AA+ AAA	1.28 1.27
313383R78	FHLB Note 0.75% Due 7/18/2016	925,000.00	07/22/2013 0.68 %	926,951.75 925,904.25	100.48 0.40 %	929,420.58 828.65	1.63 % 3,516.33	Aaa / AA+ AAA	1.39 1.38
3135G0YE7	FNMA Note 0.625% Due 8/26/2016	1,125,000.00	09/29/2014 0.59 %	1,125,810.00 1,125,633.10	100.19 0.50 %	1,127,111.63 97.66	1.98 % 1,478.53	Aaa / AA+ AAA	1.49 1.49
3130A2T97	FHLB Note 0.5% Due 9/28/2016	600,000.00	09/30/2014 0.68 %	597,894.00 598,333.11	99.88 0.58 %	599,288.40 1,275.00	1.06 % 955.29	Aaa / AA+ AAA	1.58 1.57
3137EADS5	FHLMC Note 0.875% Due 10/14/2016	300,000.00	06/26/2014 0.62 %	301,758.30 301,241.28	100.42 0.61 %	301,268.40 998.96	0.53 % 27.12	Aaa / AA+ AAA	1.63 1.61
3137EADC0	FHLMC Note 1% Due 3/8/2017	1,115,000.00	Various 0.94 %	1,117,448.45 1,116,414.67	100.68 0.66 %	1,122,541.86 5,358.20	1.98 % 6,127.19	Aaa / AA+ AAA	2.02 2.00
3133782N0	FHLB Note 0.875% Due 3/10/2017	890,000.00	03/13/2013 0.70 %	896,043.10 893,071.36	100.36 0.70 %	893,166.62 3,699.06	1.58 % 95.26	Aaa / AA+ AAA	2.03 2.00
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	1,115,000.00	Various 1.03 %	1,124,885.25 1,120,164.67	101.03 0.78 %	1,126,475.58 4,219.97	1.99 % 6,310.91	Aaa / AA+ AAA	2.20 2.17
313379FW4	FHLB Note 1% Due 6/9/2017	1,075,000.00	Various 0.81 %	1,084,565.00 1,079,565.77	100.52 0.77 %	1,080,577.10 2,448.61	1.90 % 1,011.33	Aaa / AA+ AAA	2.28 2.25

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<b>AGENCY</b>									
3137EADH9	FHLMC Note 1% Due 6/29/2017	540,000.00	07/27/2012 0.85 %	543,915.00 541,856.08	100.45 0.80 %	542,434.86 930.00	0.95 % 578.78	Aaa / AA+ AAA	2.33 2.30
3137EADJ5	FHLMC Note 1% Due 7/28/2017	540,000.00	08/06/2012 0.84 %	544,141.80 542,009.25	100.29 0.88 %	541,540.62 495.00	0.95 % (468.63)	Aaa / AA+ AAA	2.41 2.38
313380EC7	FHLB Note 0.75% Due 9/8/2017	625,000.00	10/25/2012 0.92 %	620,106.25 622,456.57	99.39 1.00 %	621,163.75 2,252.60	1.10 % (1,292.82)	Aaa / AA+ AAA	2.53 2.49
3133EAY28	FFCB Note 0.83% Due 9/21/2017	550,000.00	09/18/2012 0.83 %	550,000.00 550,000.00	100.80 0.51 %	554,411.00 2,028.89	0.98 % 4,411.00	Aaa / AA+ AAA	2.56 2.53
3135G0ZL0	FNMA Note 1% Due 9/27/2017	1,130,000.00	Various 1.14 %	1,125,361.69 1,126,101.21	100.16 0.94 %	1,131,809.13 4,833.89	2.00 % 5,707.92	Aaa / AA+ AAA	2.58 2.53
313381B20	FHLB Note 0.75% Due 12/8/2017	550,000.00	01/04/2013 0.91 %	545,671.50 547,555.87	98.76 1.20 %	543,188.80 951.04	0.96 % (4,367.07)	Aaa / AA+ AAA	2.78 2.73
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	630,000.00	Various 1.14 %	618,582.21 623,121.44	99.00 1.11 %	623,683.62 643.13	1.10 % 562.18	Aaa / AA+ AAA	2.87 2.83
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	1,125,000.00	09/04/2014 1.38 %	1,105,663.50 1,108,300.30	99.43 1.07 %	1,118,545.88 4,757.81	1.97 % 10,245.58	Aaa / AA+ AAA	3.02 2.96
313378A43	FHLB Note 1.375% Due 3/9/2018	1,125,000.00	09/04/2014 1.31 %	1,127,430.00 1,127,099.15	101.02 1.03 %	1,136,522.25 7,390.63	2.01 % 9,423.10	Aaa / AA+ AAA	3.03 2.94
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	1,145,000.00	Various 1.53 %	1,113,053.45 1,121,623.55	98.98 1.20 %	1,133,295.81 2,782.98	2.00 % 11,672.26	Aaa / AA+ AAA	3.23 3.17
880591EQ1	Tennessee Valley Authority Note 1.75% Due 10/15/2018	1,005,000.00	Various 1.58 %	1,013,173.05 1,010,975.96	100.38 1.64 %	1,008,819.00 6,644.17	1.78 % (2,156.96)	Aaa / AA+ AAA	3.63 3.48
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	1,125,000.00	Various 1.69 %	1,121,455.75 1,122,307.78	101.09 1.33 %	1,137,211.88 4,773.43	2.01 % 14,904.10	Aaa / AA+ AAA	3.75 3.61
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	1,120,000.00	Various 1.71 %	1,128,376.70 1,126,903.75	101.80 1.41 %	1,140,172.32 700.00	2.00 % 13,268.57	Aaa / AA+ AAA	3.98 3.82
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	1,125,000.00	09/04/2014 1.74 %	1,125,572.63 1,125,514.87	101.00 1.51 %	1,136,230.88 4,976.56	2.01 % 10,716.01	Aaa / AA+ AAA	4.25 4.07
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	1,150,000.00	09/04/2014 1.83 %	1,118,628.00 1,121,680.98	98.90 1.51 %	1,137,295.95 1,197.92	2.00 % 15,614.97	Aaa / AA+ AAA	4.42 4.28
3135G0A78	FNMA Note 1.625% Due 1/21/2020	950,000.00	01/29/2015 1.43 %	958,977.50 958,829.27	99.87 1.65 %	948,805.85 1,715.28	1.67 % (10,023.42)	Aaa / AA+ AAA	4.90 4.68
<b>Total Agency</b>		<b>24,440,000.00</b>	<b>1.25 %</b>	<b>24,520,380.93</b> <b>24,426,214.19</b>	<b>0.95 %</b>	<b>24,568,304.88</b> <b>89,893.86</b>	<b>43.33 %</b> <b>142,090.69</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.69</b> <b>2.62</b>
<b>COMMERCIAL PAPER</b>									
89233HSF2	Toyota Motor Credit Discount CP 0.21% Due 5/15/2015	500,000.00	09/29/2014 0.21 %	499,337.92 499,337.92	99.87 0.21 %	499,337.92 443.33	0.88 % 0.00	P-1 / A-1+ F-1	0.21 0.21
69349KT59	PNC Bank Discount CP 0.28% Due 6/5/2015	1,100,000.00	09/09/2014 0.28 %	1,097,707.11 1,097,707.11	99.79 0.28 %	1,097,707.11 1,471.56	1.93 % 0.00	P-1 / A-1 F-1	0.27 0.27

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<b>COMMERCIAL PAPER</b>									
06538CTV3	Bank of Tokyo Mitsubishi NY Discount CP 0.28% Due 6/29/2015	1,140,000.00	02/20/2015 0.28 %	1,138,882.80 1,138,882.80	99.90 0.28 %	1,138,882.80 53.20	2.00 % 0.00	P-1 / A-1 F-1	0.33 0.33
<b>Total Commercial Paper</b>		<b>2,740,000.00</b>	<b>0.27 %</b>	<b>2,735,927.83</b> <b>2,735,927.83</b>	<b>0.27 %</b>	<b>2,735,927.83</b> <b>1,968.09</b>	<b>4.81 %</b> <b>0.00</b>	<b>P-1 / A-1</b> <b>F-1</b>	<b>0.28</b> <b>0.28</b>
<b>MONEY MARKET FUND FI</b>									
316175884	Fidelity Institutional Money Market Fund 696	991,759.60	Various 0.01 %	991,759.60 991,759.60	1.00 0.01 %	991,759.60 0.00	1.74 % 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>991,759.60</b>	<b>0.01 %</b>	<b>991,759.60</b> <b>991,759.60</b>	<b>0.01 %</b>	<b>991,759.60</b> <b>0.00</b>	<b>1.74 %</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>0.00</b> <b>0.00</b>
<b>US CORPORATE</b>									
191216AX8	Coca Cola Company Note 0.75% Due 3/13/2015	660,000.00	Various 0.80 %	658,940.70 659,988.37	100.01 0.47 %	660,075.24 2,310.00	1.16 % 86.87	Aa3 / AA A+	0.04 0.04
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	600,000.00	Various 2.12 %	672,641.51 600,618.63	100.12 2.34 %	600,723.60 13,695.00	1.08 % 104.97	A2 / A A+	0.04 0.05
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	500,000.00	Various 1.70 %	498,169.11 499,769.75	100.60 0.67 %	502,984.50 3,069.45	0.89 % 3,214.75	A2 / A A-	0.63 0.62
24422ERZ4	John Deere Capital Corp Note 0.75% Due 1/22/2016	225,000.00	01/17/2013 0.79 %	224,761.50 224,928.71	100.28 0.43 %	225,635.85 182.81	0.40 % 707.14	A2 / A NR	0.90 0.90
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	460,000.00	11/15/2012 0.75 %	481,753.65 467,586.50	102.03 0.46 %	469,338.00 2,769.58	0.83 % 1,751.50	Aa2 / AA NR	1.22 1.21
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	540,000.00	03/08/2013 1.13 %	552,868.20 546,429.62	101.31 1.07 %	547,072.38 420.00	0.96 % 642.76	A2 / A A	1.97 1.93
68389XAN5	Oracle Corp Note 1.2% Due 10/15/2017	755,000.00	11/01/2013 1.48 %	746,959.25 749,641.36	100.23 1.11 %	756,772.74 3,422.67	1.34 % 7,131.38	A1 / A+ A+	2.63 2.57
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	685,000.00	12/12/2012 1.29 %	687,045.60 686,143.93	100.58 1.14 %	688,951.08 1,952.25	1.21 % 2,807.15	A1 / A+ A+	2.80 2.73
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	180,000.00	01/07/2015 1.50 %	179,753.40 179,764.20	100.69 1.20 %	181,245.24 355.25	0.32 % 1,481.04	Aa3 / AA- A	2.87 2.80
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	725,000.00	02/03/2015 1.23 %	722,788.75 722,835.15	99.63 1.25 %	722,350.85 566.41	1.27 % (484.30)	Aa3 / AA- A+	2.94 2.88
084670BH0	Berkshire Hathaway Note 1.55% Due 2/9/2018	700,000.00	09/18/2014 1.65 %	697,725.00 698,017.89	101.03 1.19 %	707,181.30 663.06	1.24 % 9,163.41	Aa2 / AA A+	2.95 2.87
931142DF7	Wal-Mart Stores Note 1.125% Due 4/11/2018	400,000.00	04/04/2013 1.14 %	399,632.00 399,770.86	99.82 1.18 %	399,298.40 1,750.00	0.70 % (472.46)	Aa2 / AA AA	3.12 3.04
037833AJ9	Apple Inc Note 1% Due 5/3/2018	685,000.00	05/20/2013 1.20 %	678,602.10 680,894.15	99.20 1.26 %	679,539.87 2,245.28	1.20 % (1,354.28)	Aa1 / AA+ NR	3.18 3.11
02665WAC5	American Honda Finance Note 2.125% Due 10/10/2018	690,000.00	Various 1.95 %	695,182.25 694,207.51	101.30 1.75 %	698,965.86 5,742.81	1.24 % 4,758.35	A1 / A+ NR	3.62 3.44

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<b>US CORPORATE</b>									
74005PBH6	Praxair Note 1.25% Due 11/7/2018	720,000.00	01/08/2015 1.68 %	708,674.40 709,056.25	98.35 1.71 %	708,153.84 2,850.00	1.25 % (902.41)	A2 / A NR	3.69 3.57
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	430,000.00	12/10/2013 1.99 %	429,084.10 429,306.30	101.75 1.47 %	437,534.89 1,816.75	0.77 % 8,228.59	A2 / A NR	3.79 3.63
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	695,000.00	01/08/2014 2.32 %	694,319.80 694,472.90	102.61 1.60 %	713,147.15 2,086.94	1.26 % 18,674.25	A1 / AA+ NR	3.88 3.69
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	715,000.00	Various 2.04 %	717,853.05 717,288.46	101.87 1.64 %	728,354.06 7,596.88	1.29 % 11,065.60	A1 / AA- NR	4.01 3.79
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	700,000.00	Various 2.08 %	703,858.75 703,316.86	101.34 1.86 %	709,404.51 5,390.00	1.26 % 6,087.65	A1 / A+ AA-	4.16 3.85
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	705,000.00	Various 2.29 %	705,272.60 705,246.48	101.55 1.94 %	715,901.42 7,657.08	1.27 % 10,654.94	A1 / A+ AA-	4.54 4.17
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17 %	734,204.40 734,216.18	99.86 2.18 %	733,984.23 1,272.98	1.29 % (231.95)	A2 / A+ AA-	4.92 4.64
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77 %	464,511.75 464,514.96	99.62 1.83 %	463,253.46 316.46	0.81 % (1,261.50)	A1 / A+ A+	4.97 4.73
<b>Total US Corporate</b>		<b>12,970,000.00</b>	<b>1.65 %</b>	<b>13,054,601.87</b> <b>12,968,015.02</b>	<b>1.42 %</b>	<b>13,049,868.47</b> <b>68,131.66</b>	<b>23.05 %</b> <b>81,853.45</b>	<b>A1 / AA-</b> <b>A+</b>	<b>2.98</b> <b>2.85</b>
<b>US TREASURY</b>									
912828QA1	US Treasury Note 2.25% Due 3/31/2016	735,000.00	Various 1.77 %	751,430.83 738,672.79	102.11 0.30 %	750,504.09 6,905.77	1.33 % 11,831.30	Aaa / AA+ AAA	1.09 1.07
912828SC5	US Treasury Note 0.875% Due 1/31/2017	1,075,000.00	06/20/2012 0.70 %	1,083,360.05 1,078,482.94	100.52 0.60 %	1,080,626.55 753.54	1.90 % 2,143.61	Aaa / AA+ AAA	1.93 1.90
912828SS0	US Treasury Note 0.875% Due 4/30/2017	850,000.00	05/27/2014 0.78 %	852,327.07 851,723.51	100.38 0.70 %	853,187.50 2,486.02	1.50 % 1,463.99	Aaa / AA+ AAA	2.17 2.14
912828SY7	US Treasury Note 0.625% Due 5/31/2017	1,100,000.00	Various 0.65 %	1,098,738.06 1,099,408.00	99.76 0.73 %	1,097,335.80 1,718.75	1.93 % (2,072.20)	Aaa / AA+ AAA	2.25 2.23
912828TB6	US Treasury Note 0.75% Due 6/30/2017	1,075,000.00	Various 0.66 %	1,078,784.85 1,077,108.01	99.94 0.78 %	1,074,328.13 1,336.33	1.89 % (2,779.88)	Aaa / AA+ AAA	2.34 2.31
912828TG5	US Treasury Note 0.5% Due 7/31/2017	1,100,000.00	02/25/2013 0.73 %	1,089,132.59 1,094,061.93	99.26 0.81 %	1,091,835.80 440.61	1.92 % (2,226.13)	Aaa / AA+ AAA	2.42 2.40
912828UU2	US Treasury Note 0.75% Due 3/31/2018	1,100,000.00	07/29/2013 1.28 %	1,073,620.87 1,082,578.94	99.07 1.06 %	1,089,773.30 3,445.05	1.92 % 7,194.36	Aaa / AA+ AAA	3.09 3.03
912828VE7	US Treasury Note 1% Due 5/31/2018	1,150,000.00	09/04/2014 1.37 %	1,134,775.34 1,136,721.77	99.63 1.12 %	1,145,777.20 2,875.00	2.02 % 9,055.43	Aaa / AA+ AAA	3.25 3.18
912828WD8	US Treasury Note 1.25% Due 10/31/2018	400,000.00	12/23/2013 1.62 %	393,126.34 394,793.27	100.01 1.25 %	400,031.20 1,671.27	0.71 % 5,237.93	Aaa / AA+ AAA	3.67 3.56

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<b>US TREASURY</b>									
912828SD3	US Treasury Note 1.25% Due 1/31/2019	1,150,000.00	09/04/2014 1.59 %	1,133,472.60 1,135,263.24	99.76 1.31 %	1,147,214.70 1,151.59	2.02 % 11,951.46	Aaa / AA+ AAA	3.93 3.81
912828SH4	US Treasury Note 1.375% Due 2/28/2019	1,140,000.00	Various 1.71 %	1,122,272.76 1,125,477.95	100.16 1.33 %	1,141,870.75 42.60	2.01 % 16,392.80	Aaa / AA+ AAA	4.00 3.88
912828ST8	US Treasury Note 1.25% Due 4/30/2019	1,150,000.00	Various 1.67 %	1,127,845.65 1,130,914.99	99.51 1.37 %	1,144,339.70 4,804.91	2.02 % 13,424.71	Aaa / AA+ AAA	4.17 4.03
912828UB4	US Treasury Note 1% Due 11/30/2019	1,165,000.00	12/18/2014 1.67 %	1,128,097.07 1,129,567.47	97.77 1.49 %	1,139,060.11 2,912.50	2.01 % 9,492.64	Aaa / AA+ AAA	4.76 4.61
<b>Total US Treasury</b>		<b>13,190,000.00</b>	<b>1.23 %</b>	<b>13,066,984.08</b> <b>13,074,774.81</b>	<b>1.00 %</b>	<b>13,155,884.83</b> <b>30,543.94</b>	<b>23.17 %</b> <b>81,110.02</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>3.06</b> <b>2.98</b>
<b>TOTAL PORTFOLIO</b>		<b>56,551,650.03</b>	<b>1.24 %</b>	<b>56,588,858.10</b> <b>56,415,722.12</b>	<b>1.01 %</b>	<b>56,720,667.81</b> <b>191,174.97</b>	<b>100.00 %</b> <b>304,945.69</b>	<b>Aa1 / AA</b> <b>Aaa</b>	<b>2.68</b> <b>2.54</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>56,911,842.78</b>			

**Book Value Report**  
As of 2/28/2015 12:00:00 AM

<b>MIG</b>	<b>Book Value</b>	<b>12 Months or less</b>	<b>13 to 24 Months</b>	<b>25 to 60 Months</b>	<b>Total Holdings</b>
ABS	\$2,219,030.67	\$594,834.78	\$1,624,195.89	\$0.00	\$2,219,030.67
Agency	\$24,426,214.19	\$350,216.91	\$5,490,444.78	\$18,585,552.50	\$24,426,214.19
Commercial Paper	\$2,735,927.83	\$2,735,927.83	\$0.00	\$0.00	\$2,735,927.83
Money Market Fund FI	\$991,759.60	\$991,759.60	\$0.00	\$0.00	\$991,759.60
US Corporate	\$12,968,015.02	\$1,985,305.46	\$1,014,016.12	\$9,968,693.44	\$12,968,015.02
US Treasury	\$13,074,774.81	\$0.00	\$1,817,155.73	\$11,257,619.08	\$13,074,774.81
<b>Total</b>	<b>\$56,415,722.12</b>	<b>\$6,658,044.58</b>	<b>\$9,945,812.52</b>	<b>\$39,811,865.02</b>	<b>\$56,415,722.12</b>



**COUNCIL COMMUNICATION**

**Date:** March 17, 2015

To: Honorable Mayor and City Council

From: City Manager

Subject: **COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE CITY OF BREA FOR FISCAL YEAR ENDED JUNE 30, 2014**

**RECOMMENDATION**

Receive and file the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2014, which includes the independent auditor's opinion.

**BACKGROUND AND DISCUSSION**

This action will formally acknowledge completion of the FY 2013-14 City audit. The City's independent auditor, Lance, Soll & Lunghard, LLP, has issued its report on the City's CAFR, determining that the financial statements present fairly both the financial position and the results of operations for the year ended June 30, 2014. The City's CAFR was prepared using reporting requirements as prescribed by Governmental Accounting Standards Board (GASB) Statement Number 34. Also included are the Audit Communication Letter and Management Letter dated December 15, 2014.

Within the Management Letter, the City has implemented procedures addressing the Material Journal Entries relating to donated Common Water Stock, Reconciliation of Payroll Liability Accounts and Schedule of Federal Awards. This includes

amending year-end closing procedures for review of donated Common Water Stock to avoid future understatements of assets of the Water Utility Fund. City staff has also implemented various procedures to reconcile the payroll liability accounts during the fiscal year and continue performing the year-end review of all payroll deductions payable at fiscal year-end. The reconciliation of the Schedule of Federal Awards will begin the first quarterly meeting during March 2015 with all departments that receive and administer federally funded programs and activities. These quarterly meetings will provide for the expenditures to date through each calendar quarter and to identify the various information needed to update the Schedule of Federal Awards so as to have completed when the city's auditors perform the year-end audit procedures. The Management Letter relating to Depreciation of Capital Assets will be addressed during fiscal year 2014-15.

Within the City's CAFR is the Management's Discussion and Analysis (MD&A). The MD&A reports that within the City's liabilities was \$42.3 million of outstanding bonded debt and capital leases, which was used to finance the acquisition of capital assets and to fund capital improvements. Total capital assets, net of depreciation, represent \$237.0 million of the \$363.7 million in total assets.

The Successor Agency to the Brea Redevelopment Agency's financial transactions are reported as a Private Purpose Trust Fund within the Fiduciary Funds section of the CAFR. The Private Purpose Trust Fund is reporting long-term liabilities of \$191.8 million of bonded debt.

The CAFR is available for public review at the following locations: City Clerk's Office, Administrative Services Department, Brea Public Library and has been posted on the City's website.

**FINANCE COMMITTEE RECOMMENDATION**

The report was reviewed by the Finance Committee at its March 10, 2015, meeting and recommended to receive and file by the City Council.

**FISCAL IMPACT**

There is no direct fiscal impact to the City, as a result of this audit.

Respectfully submitted,



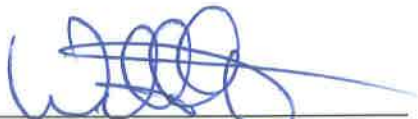
Tim O'Donnell  
Tim O'Donnell  
City Manager

Prepared by:



Lee Squire  
Lee Squire  
Financial Services Manager - Accounting

Concurrence:



William Gallardo, CCMT  
William Gallardo, CCMT  
Assistant City Manager/  
Administrative Services Director

City of Brea, California

# COMPREHENSIVE ANNUAL FINANCIAL REPORT

Fiscal Year Ended  
June 30, 2014



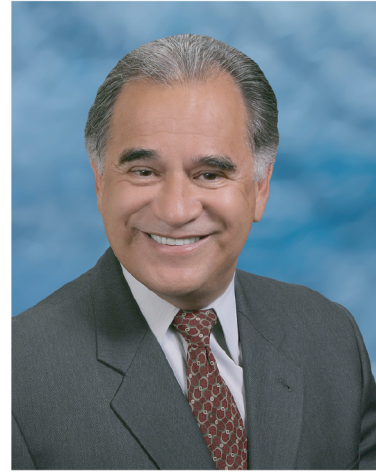
# CITY COUNCIL



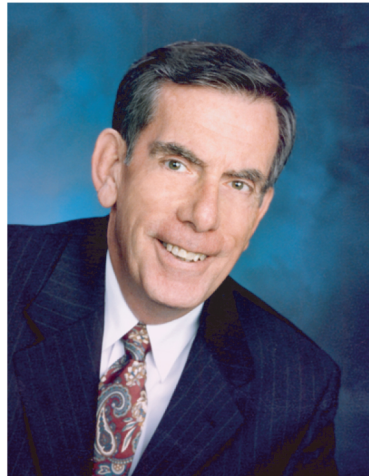
**Brett Murdock**  
*Mayor*



**Christine Marick**  
*Mayor Pro Tem*



**Ron Garcia**  
*Council Member*



**Roy Moore**  
*Council Member*



**Marty Simonoff**  
*Council Member*

# ADMINISTRATIVE PERSONNEL

<i>City Manager</i>	<b>Tim O'Donnell</b>
<i>Administrative Services Director</i>	<b>William Gallardo</b>
<i>Acting Community Development Director</i>	<b>David Crabtree</b>
<i>Community Services Director</i>	<b>Chris Emeterio</b>
<i>Fire Chief</i>	<b>Wolfgang Knabe</b>
<i>Chief of Police</i>	<b>John M. Conklin</b>
<i>Interim Public Works Director</i>	<b>Eric Nicoll</b>
<i>Treasurer</i>	<b>Glenn G. Parker</b>
<i>City Clerk</i>	<b>Cheryl Balz</b>
<i>City Attorney</i>	<b>James Markman</b>

CITY OF BREA, CALIFORNIA  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
FOR THE FISCAL PERIOD ENDED JUNE 30, 2014

PREPARED BY:  
ADMINISTRATIVE SERVICES DEPARTMENT

WILLIAM GALLARDO  
ASSISTANT CITY MANAGER / ADMINISTRATIVE SERVICES DIRECTOR

LEE SQUIRE  
FINANCIAL SERVICES MANAGER

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CITY OF BREA  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 JUNE 30, 2014

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COMPREHENSIVE ANNUAL FINANCIAL REPORT  
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## City of Brea

December 17, 2014

Honorable Mayor, Members of the City Council, and Citizens of the City of Brea:

We are pleased to submit to you the Comprehensive Annual Financial Report (CAFR) of the City of Brea for the Fiscal Year ended June 30, 2014. This report is published in accordance with local ordinance and state law requirements that financial statements be presented in conformity with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America by a firm of licensed certified public accountants.

This report consists of management's representations concerning the finances of the City of Brea. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Brea has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Brea's financial statements. Because the cost of internal controls should not outweigh their benefits, the City of Brea's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement.

As management, we assert that, to the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds and component units of the City of Brea. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

Lance, Soll & Lunghard, LLP, a firm of licensed certified public accountants, has audited the City of Brea's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Brea for the Fiscal Year ended June 30, 2014, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that the City of Brea's financial statements for the Fiscal Year ended June 30, 2014, are fairly presented in all material respects in conformity with accounting principles generally accepted in the United States of America. The independent auditors' report is presented as the first component of the financial section of this report.

The City of Brea is required to undergo an annual single audit in conformity with the provisions of the Single Audit Act of 1984 and the U.S. Office of Management and Budget's Circular A-133, Audits of State and Local Governments. Information related to this single audit, including a schedule of expenditures of federal awards assistance, the independent auditors' reports on the internal controls and compliance with applicable laws and regulations, and a schedule of findings and questioned costs is available in the City of Brea's separately issued Single Audit Report.

Generally Accepted Accounting Principles (GAAP) requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Brea's MD&A can be found immediately following the report of the independent auditors.

## **CITY OF BREa PROFILE**

The City of Brea, a diverse residential and business community is located at the most northern tip of Orange County at the juncture of three counties with access to major airports, popular regional attractions, beaches, deserts and mountains. Nestled among the hillsides, just 25 miles southeast of Los Angeles, Brea is home to more than 40,000 residents and hosts a daytime working population of more than 100,000.

The long-term economic condition and outlook of Brea and Orange County is trending upward. The City is a major retail center featuring the county's fourth largest shopping center, the Brea Mall; the Brea Union Plaza; Brea's Downtown; and a host of other retail and service businesses. Brea is also a center for big businesses such as Albertson Distribution Warehouse, Bank of America, Beckman-Coulter, Bristol Industries, Kirkhill-TA Company, Evangelical Christian Credit Union, Kaiser Permanente, Kindred Hospital, Nature's Best, Veterinary Pet Insurance Company and Nestle Waters North America. Several companies' corporate headquarters are located within Brea, including Suzuki Motor of America and Mercury Insurance. Although Brea is a major retail and business hub, it maintains a balance with nature, preserving its hillside and canyon areas, which also contribute to Brea's quality of life. Brea is home to one of the nation's largest outdoor sculpture collections, with 161 pieces of sculpture created to date, an art gallery and a performing arts theatre. Brea has long been recognized for its vision and innovation. It possesses a focused economic development strategy, designed to ensure a well-balanced, economically viable community which includes a wide range of housing, beautiful parks and excellent schools.

Brea provides an excellent portfolio of responsive municipal services. The City operates as a "full service city," providing a full range of services including police and fire protection, water and sanitation services, construction and maintenance of streets and infrastructure, recreational and cultural services. Besides serving its own residential and business customers, Brea has a tradition of entrepreneurial ventures providing services to numerous other public agencies such as information technology, printing and public information services.

The City of Brea operates under the Council-Manager form of government, and is governed by a five member City Council elected at large, serving staggered four-year terms. Council elections are held in November of even-numbered years in conjunction with statewide general elections.

The annual budget serves as the foundation for the City of Brea's financial planning and control. The budget is adopted on an annual basis by the City Council in June of each year. The budget team, with the approval of the City Manager, develops budget guidelines in January. The various City departments then submit revenue estimates and expenditure appropriation requests for the one-year period that begins July 1. Budget meetings are held with each department, which leads to the development of the proposed budget. The City Manager then presents the proposed budget document to the City Council, which is discussed with the City Council in public workshops in mid-May. Formal public hearings are held in early June. The City Council adopts the annual budget on or before June 30 of each year. At the conclusion of the first six months, the budget team prepares a report on the progress of the first half of the budget cycle. The City Manager formally reviews the report with the City Council. The City Council adopts budget modifications as needed. The level of budgetary control is established at the department level within the General Fund and at the fund level for all other funds.

## **LOCAL ECONOMIC FACTORS**

Brea's physical setting encompasses about 7,955 acres or 12.43 square miles of land. Brea's land use is distributed as follows:

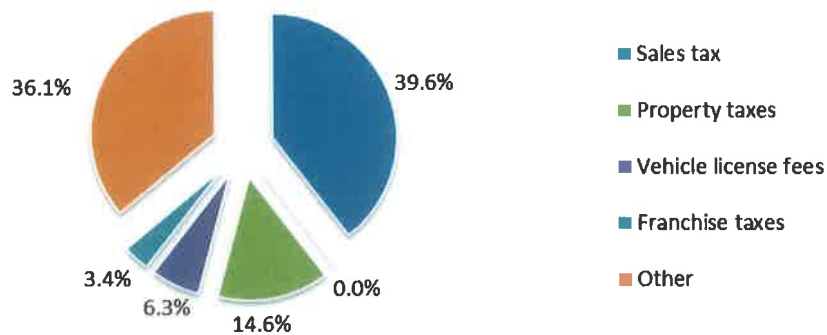
## Land Use Distribution

Land Use	Percent
Residential (single-family, multi-family, and mobile homes)	26%
Commercial and Office	5
Industrial	12
Parks and Open Space	14
Public Facilities (City facilities, schools, drainage channels, and fire stations)	4
Carbon Canyon Hillside Areas and Vacant Lands	21
Agriculture	1
Vacant	2
Other (streets)	15
<b>Total</b>	<b>100%</b>

*Source: City of Brea General Plan (2003)*

The current land use mix produces General Fund revenues of approximately \$50.1 million. The top four revenue sources include sales tax, property taxes, vehicle license taxes, and franchise taxes. These revenue sources account for 63.9% of the total amount of General Fund revenues. The remaining revenues account for 36.1% of the total, and are represented by a broad range of sources.

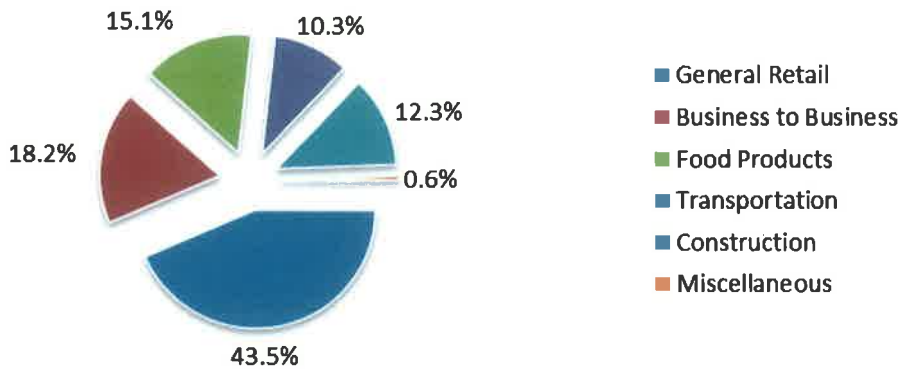
### General Fund Revenues by Revenue Source Fiscal Year Ended June 30, 2014



#### Sales Tax

Sales tax represents the single largest source of General Fund revenue at \$19.8 million. It is derived from six major economic categories as listed in the chart on the following page. The retail category, including department stores, apparel stores and general merchandise, makes up 43.5% of the total sales tax generated. This sector includes the regional Brea Mall, which is the fourth largest mall in sales tax volume in Orange County. The second largest economic sector is the business-to-business category at 18.2%. During Fiscal Year 2013-14, the City's sales tax consultant MuniServices reported that the sales tax receipts grew and improved every quarter throughout the State. In the final quarter of Fiscal Year 2013-14, Brea experienced a 2.2% increase in sales tax compared to the final quarter of Fiscal Year 2012-13. Overall, Brea's sales tax on a per capita basis consistently outperforms other municipalities, a strong indicator that the City imports sales tax dollars from surrounding communities.

## Sales Tax by Economic Categories Fiscal Year Ended June 30, 2014



### Property Taxes

Brea is a very diverse community as previously indicated in the land use chart. General Fund property taxes represent \$7.3 million or 14.6% of General Fund revenues. Assessed valuation of all property (including the former Brea Redevelopment Agency) in Brea is \$7.8 billion, a slight increase of 2.7% over the prior fiscal year. The valuation is split between residential at 50.9%, commercial/industrial at 35.1%, and the remaining 14% for other miscellaneous uses. Of the City's 15,660 dwelling units, 65% are single-family units, 29% are multi-family units and 6% are mobile homes. Housing costs in Brea continue to rank among the highest in North Orange County. Brea, like other cities in Orange County, is experiencing an increase in housing prices. The median price of a single-family home increased from \$560,000 to \$579,000 in Brea from the prior fiscal year.

### Vehicle License Fees (VLF)

When a vehicle is registered in California, a license fee is charged by the State of California. This fee includes a small administrative fee and a property tax in lieu fee. The in lieu fee is based on depreciated value of the vehicle and declines over the useful life of the vehicle. The in lieu fee, while collected by the State Department of Motor Vehicles, belongs to local government (cities and counties). It is allocated based on a per capita basis.

Beginning in January 2005, the Vehicle License Fee was permanently reduced to 0.65% from 2.0% of the vehicle's fair market value. Any loss to cities by this rate reduction will be made up, dollar for dollar, with an allocation from the County's Educational Revenue Augmentation Fund (ERAF) account with two payments, due on or before January 31<sup>st</sup> and May 1<sup>st</sup> of each year. This allocation will grow with any corresponding growth in the City's secured property tax valuation.

### Franchise Taxes

The franchise revenue received by the City is based on adopted City ordinances and contractual agreements. Public utilities (electric and gas) account for 49.4% of the \$1.7 million in annual franchise tax revenue. The remaining 50.6% of this revenue includes franchise fees for oil pipelines, cable television, and other non-city utilities.

**Franchise Taxes**  
**Fiscal Year Ended June 30, 2014**

	<b>Annual Revenue</b>	<b>Percent of Total</b>
Public Utilities	\$ 830,447	49.4%
All Others	851,828	50.6%
Totals	\$ 1,682,275	100.0%

**ECONOMIC OUTLOOK**

Brea's excellent financial condition is not only the result of the City's efforts during Fiscal Year 2013-14, but the result of fiscally conservative organizational decisions made over the past six fiscal years. Some of the past measures included tough strategic decisions such as: City-wide reorganization, increasing employee retirement contributions and other reductions, while maintaining core City services.

Overall, Fiscal Year 2014-15 budget is balanced due to a solid foundation of fiscally conservative practices combined with a continued increase in employee retirement contributions, projecting relatively flat expenditures and a generally improving economy. Revenues for Fiscal Year 2014-15 are projected to increase approximately 6% over estimates for Fiscal Year 2013-14 mainly due to the improving retail and housing market. While this is good news, staff will continue to identify and closely monitor any potential threats to sales tax such as on-line shopping or overall downward economic changes resulting in a decline in consumer confidence.

It is important to understand why the City of Brea (and all local government) is impacted by State Government's decisions and actions. Unlike the State Government, the City does not exert control over two of its primary sources of revenue for the General Fund - property taxes and sales taxes. The State legislature and the Governor are, as usual, looking to local government revenues to help balance their budget.

The following regional factors, along with the State and National economic issues, will continue to place uncertainty on Brea's revenues and expenditures:

- The expected statewide CalPERS increases in FY 2015-16 to address unfunded liability.
- The State's continuing budget uncertainty, including the impact of decisions made by the Department of Finance.
- Increases in the cost of living as the economy continues to improve.

It is expected that these factors will have a potentially negative impact on the City's revenues. Other costs such as energy, water, and equipment are being diligently managed in an effort to minimize the need for future service reductions. Going forward, during Fiscal Year 2014-15, City staff will continue to be diligent in monitoring economic factors and seek additional budget solutions to structurally balance the budget if necessary.

Locally, geographic and socio-economic conditions in Orange County and the City of Brea remain desirable. Property values in the region are projected to slightly increase, and the City's tax base is expected to continue its favorable trend for the foreseeable future. Brea's assessed valuation for Fiscal Year 2013-14 increased by 2.7% from the prior year. Brea's sales tax of \$19.8 million in Fiscal Year 2013-14 increased 5% compared to the prior fiscal year. Based on economic data trends and projections, sales tax revenue is projected to increase an additional 5% for Fiscal Year 2014-15.



Highlights for the State of California from the UCLA Anderson Forecast on December 10, 2014 include the following:

- California's economic picture remains essentially unchanged. With the growth of housing starts slightly lower than expected, not due to low demand but rather difficulties associated with starting multi-family housing projects.
- Overall, the State will see employment growth of 2.1% in 2015 and 2.2% in 2016.
- In 2015, the State's unemployment rate is forecasted to average 6.6%, a slight decrease from previous forecasts, and in 2016 the rate is predicted to be approximately 5.6%, just slightly higher than the U.S. forecast of 5% by the end of 2016.
- Real personal income growth in California is expected to be approximately 4.5% in both 2015 and 2016.

On the national front, the recent drop in oil prices will have a positive impact on the national economy, with the trading price dropping from \$100 to \$75 per barrel. Such a drop translates to at least a 50-cent per gallon price cut for gasoline. The forecast for U.S. economy shows 3% growth for the next two years, as lower oil prices and higher wages boost consumer spending. The GDP is also expected to see a sustained period of 3% growth, specifically through 2016. Contributing to an improving national economy is the forecasted improvement in the employment market, adding 200,000 to 260,000 jobs monthly thereby reducing the national unemployment rate to 5% by the end of 2016. Policy interest rates will stay low throughout 2015, but with end of quantitative easing the federal government will likely begin to increase interest rates by the end of 2015.

## **LONG-TERM FINANCIAL PLANNING**

### Brea Engagement & Strategy Team (formally known as Budget Strategic Planning)

Representatives from all City departments began meeting since late 2005 to discuss budget strategic planning issues. Over 40 City staff members work collaboratively on an ongoing basis. Originally, these meetings focused on identifying and evaluating changing City needs, a significant amount of which is spurred by future development. Likewise, in years past this included identification of capital project needs across all departments, as well as associated staff and supply needs which are anticipated for those projects. Additionally, staff explored various revenue generating options. In Fiscal Year 2009-10, the focus shifted to tackling economic impacts to the City's budget, including state revenue takeaways and revenue deferrals. The financial decisions reached as a result of the City's collaborative budget planning process are reflected in the Fiscal Year 2013-14 financials. The Brea Engagement & Strategy Team (BEST) implemented previously recommended stop-gap measures including expenditure reductions, revenue enhancements, and also which City needs would remain unmet. BEST continues to meet to focus on addressing changes to the budget and other organizational concerns that may be necessary to sustain the City over the course of the next several fiscal years and beyond.

### Capital Improvement Program (CIP) Budget

The goal of the seven-year CIP is to enhance the quality of life in the community, ensure a safe environment and to promote transportation improvement in the City. The CIP for Fiscal Year 2013-14, the first one of the seven years, reflects the City Council's commitment to this goal by enhancing existing infrastructure and providing new infrastructure to aid in service delivery to the community. The remaining six years of the CIP are not a commitment of actual funds, but rather a long-range planning tool for subsequent investments in the City's infrastructure. The CIP is divided into six categories: streets, traffic safety, water, storm drain, sewer, and facility improvements.

### Community Center Reserves

Funds are set aside annually for the future replacement of the Community Center facility and equipment. Ongoing review of facility and equipment needs allows the City to manage and plan for expenditures in a more proactive manner. The balance in Community Center Reserves at June 30, 2014 was \$800,857.

## Capital Asset Reserves

Funds are set aside annually for the replacement of City-owned infrastructure, facilities and capital assets. In addition to a fixed annual contribution, an assessment is made at the end of each fiscal year to determine whether an additional contribution can be made based upon a review of General Fund excess revenues over expenditures. The balance in Capital Asset Reserves at June 30, 2014 was \$9,745,875.

## **MAJOR INITIATIVES**

### Pension Reform

Starting in Fiscal Year 2011-12, the City of Brea began the first year of pension reform for both safety and non-safety employees by requiring employees to contribute toward their retirement and instituting a second retirement tier for new employees.

Safety employees hired prior to July 1, 2011 began to pay toward their retirement costs over the term of the bargaining unit memorandums of understanding (MOUs). On July 1, 2011, they began to pay 2.25% of salary; plus an additional 2.25% of salary on July 1, 2012 and July 1, 2013, for a total of 6.75% of their base pay toward their retirement costs. Safety employees hired after July 1, 2011 will contribute 9% of their base pay toward their retirement. In addition, the MOUs for sworn safety employees that include fire, police and police management contain provisions to change the retirement formula from the 3% @ age 50 CalPERS formula to the 2% @ age 50 CalPERS retirement formula for employees hired between July 1, 2011 and December 31, 2012. Sworn safety employees hired on or after January 1, 2013, as required by State law (AB340), will be enrolled in a CalPERS retirement formula of 2.7% at age 57.

Non-safety employees also began to contribute toward their retirement. On July 1, 2011, they began to pay 1.125% of salary plus an additional 1.125% of salary on July 1, 2012 and July 1, 2013, for a total of 3.375% of their base pay over the term of the bargaining unit memorandums of understanding (MOUs). Non-safety employees hired after July 1, 2011 will contribute 7% of their base pay toward their retirement. In addition, AB340 changed the CalPERS retirement formula for miscellaneous employees from 2% @ age 55 to 2% @ age 62 for miscellaneous employees hired on or after January 1, 2013.

Starting in Fiscal Year 2011-12 and through Fiscal Year 2013-14, the total employee contributions were \$2.6 million. In addition, the implementation of a multi-tiered retirement system is a long-term savings measure whereby savings are not fully realized for many years in the future.

### Water Rights

The City of Brea currently imports 100% of its water from two major suppliers: Californian Domestic Water Company (Cal Domestic) and the Metropolitan Water District of Orange County (MWDOC). In May 2014, the city approved the purchase of additional water rights ("preferred shares") from Cal Domestic to secure the purchase of water each year from the Main San Gabriel Basin. The City acquired 1,277.72 ac/ft of water rights at a cost not to exceed \$16,000 per ac/ft for a total of \$20,443,520. The purchase was paid by inter-fund loans from the General Fund (\$8,000,000), the Traffic Impacts Fees Fund (\$11,000,000) and Sewer Utility Fund (\$1,443,520). The Water Utility Fund issued bonds in August 2014 to repay the inter-fund loans. In addition to short term cost savings, owning water rights will significantly improve the City's control over its future and places the City in a desirable position should water scarcity continue into the future.

### 2014 Water Revenue Bonds

In August 2014, The Brea Community Benefit Financing Authority issued \$18.6 million Brea Community Benefit Financing Authority 2014 Water Revenue Bonds. The combined proceeds of which were used to finance the purchase of \$20.4 million in water rights purchased in May 2014 and to repay the inter-fund loans to the City's Water Utility Fund totaling the same amount.

### Olinda Alpha Landfill Agreement

In July 2009, the City of Brea entered in to the cooperative agreement with the County of Orange regarding the Olinda Alpha Landfill. The Olinda Alpha Landfill is located near the City of Brea, and operated by the County of Orange. The agreement extended the operations of the landfill through 2021 and provided the City \$10.5 million for use by the City to benefit community amenities and transportation improvements. The \$10.5 million will be paid over three installments of \$3.5 million each. The first \$3.5 million will be used for the Valencia Avenue Road Project. The remaining \$7 million will provide funding for projects at the City's discretion (\$3.5 million paid in Fiscal Year 2009-10 and 2011-12). Beginning January 2014 through the closure of the landfill, the County will pay the City \$1.50 per ton for In-County waste accepted at the Landfill. This is expected to generate approximately \$1.1 million per year through 2021. This is in addition to the current rate of \$1.13 per ton for Out-Of-County waste accepted at the Landfill. This is similarly expected to generate approximately \$1 million through the Landfill closure.

### Bond Financing

In December 2013, the Successor Agency to the Brea Redevelopment Agency issued its \$96,620,000 Successor Agency to the Brea Redevelopment Agency Redevelopment Project AB 2013 Tax Allocation Refunding Bonds to refund the outstanding balance of the Brea Redevelopment Agency 2001 Tax Allocation Refunding Bonds, Series A in the amount of \$36,205,000 and to refund the current interest bonds and term bonds outstanding of the 2003 Tax Allocation Bonds in the amount of \$68,390,000.

In February 2014, the City of Brea issued its \$1,630,000 City of Brea Community Facilities District No. 1996-1 (Downtown Brea Public Improvements) 2014 Special Tax Refunding Bonds to refund the outstanding balance of the City of Brea Community Facilities District No. 1996-1 (Downtown Brea Public Improvements) 1997 Special Tax Bonds in the amount of \$1,610,000.

### **AWARDS**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a *Certificate of Achievement for Excellence in Financial Reporting* to the City of Brea for its Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013. This was the 24<sup>th</sup> consecutive year that the City of Brea has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual financial report continues to conform to the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

## ACKNOWLEDGMENTS

The preparation of the Comprehensive Annual Financial Report on a timely basis was made possible by the dedicated service of Lee Squire, Financial Services Manager – Accounting, and the entire staff of the Administrative Services Department. Each member of the department has our sincere appreciation for the contributions made in the preparation of this report.

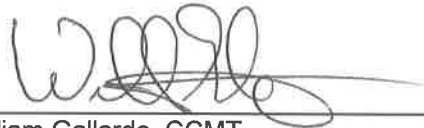
We also would like to thank our independent auditor, Lance, Soll & Lunghard, LLP, for their expertise and advice in the preparation of this year's financial report.

In closing, without the leadership and support of the City Council of the City of Brea, preparation of this report would not have been possible.

Sincerely,

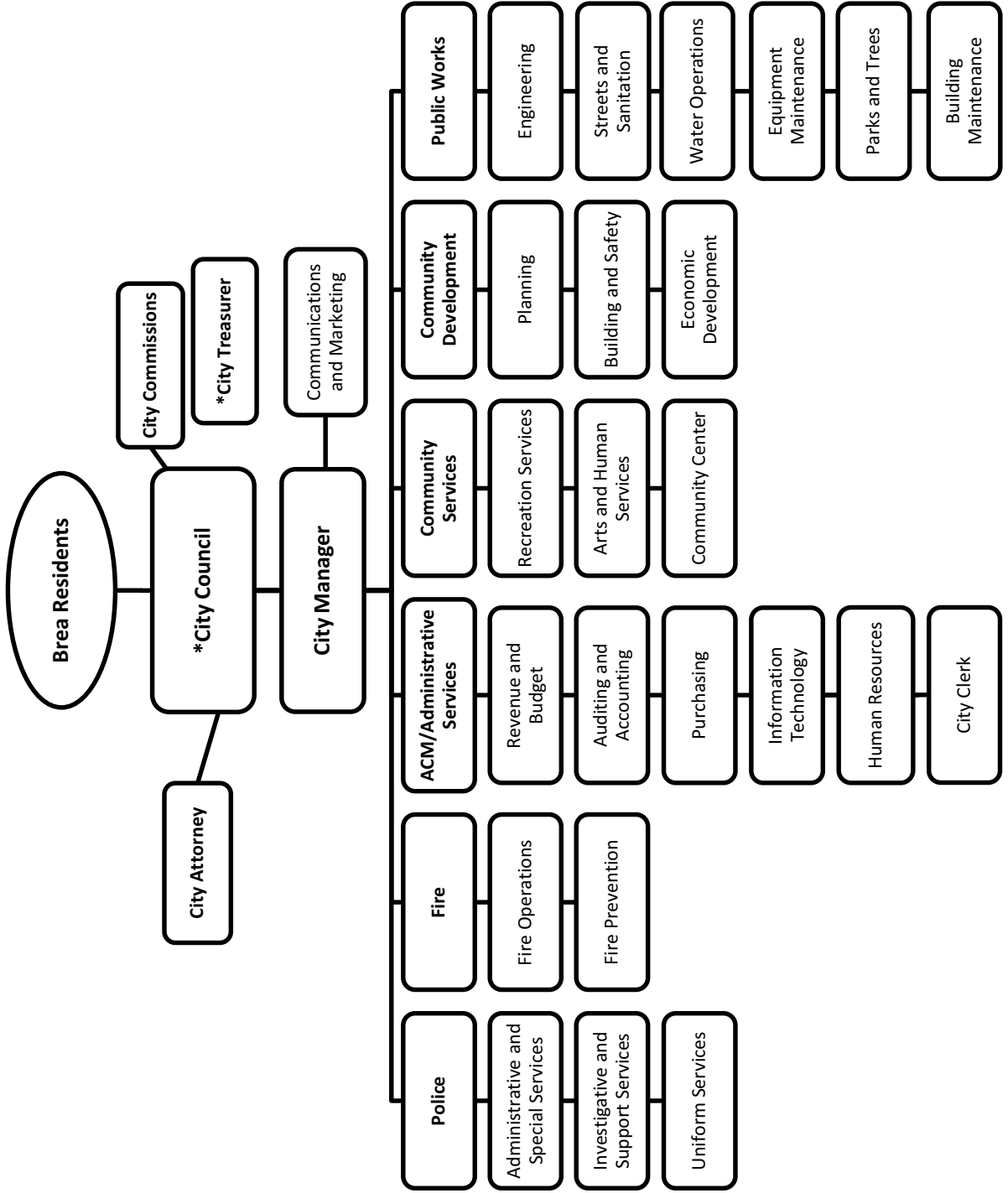


Tim O'Donnell  
City Manager



William Gallardo, CCMT  
Assistant City Manager/Administrative Services  
Director

# CITY ORGANIZATION CHART



*\*Elected*



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Brea  
California**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2013**

Executive Director/CEO

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## INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council  
City of Brea, California

### **Report on Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brea, California, (the City) as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.





To the Honorable Mayor and Members of the City Council  
City of Brea, California

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brea, California, as of June 30, 2014, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.



To the Honorable Mayor and Members of the City Council  
City of Brea, California

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2014 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Lance, Solt & Luyhard, LLP*

Brea, California  
December 15, 2014

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## MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Brea's Comprehensive Annual Financial Report (CAFR) presents management's discussion and analysis of the City's financial performance during the fiscal year that ended on June 30, 2014. This analysis should be read in conjunction with the Transmittal Letter at the front of this report and the accompanying Basic Financial Statements.

### FINANCIAL HIGHLIGHTS

**Long-Term Economic Resource (Government-wide) Focus** – Economic resources are differentiated from financial resources in that the economic measurement focus measures changes in net position as soon as the event occurs regardless of the timing of related cash flows. Therefore, this measurement focus includes both current spendable resources and fixed non-spendable assets, and long-term claims against these assets. The resulting net position utilizing this measurement focus provides one measure of the City's overall long-term financial condition.

- The assets and deferred inflows of the City exceeded its liabilities at the close of the most recent fiscal year by \$300.4 million.
- The City's total net position increased \$2.7 million to \$300.4 million as a result of current year operations.
- The City's non-current liabilities of \$53.4 million include \$42.3 million of outstanding bonded debt and capital leases, which was used to finance the acquisition of capital assets and to fund capital improvements. Total capital assets, net of depreciation represent \$237 million of the \$363.7 million in total assets. A significant portion of the capital assets have been funded through bond financing from the former Brea Redevelopment Agency.

**Short-Term Financial Resource (Fund) Focus** – The financial resources focus measures inflows of current spendable assets. The resulting net difference between current financial assets and current financial liabilities otherwise known as fund balance (or net working capital in the private sector) is to measure the City's ability to finance activities in the near term.

- At the close of the current fiscal year, the City's Governmental Funds reported a combined ending fund balance of \$79.9 million, a decrease of \$4.4 million. Of the total combined fund balance of \$79.9 million for governmental funds, \$19.3 million was nonspendable, \$30.2 million was restricted, \$8.6 million was committed, \$800,857 was assigned, and \$21 million was unassigned. Of the \$4.4 million decrease, \$2.6 million was due to the loss on sale of the Acacia Affordable Apartments caused by the deed restrictions on affordable housing.
- The General Fund reported an increase of \$499,270 in fund balance resulting in total ending fund balance of \$32.8 million. Of total ending fund balance, \$1.1 million was nonspendable, \$1.2 million was restricted, \$8.6 million was committed, \$800,857 was assigned, and \$21 million was unassigned. The unassigned balance is available for future appropriations.

### OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of the comprehensive annual financial report contains the following information: *Independent Auditors' Report*, *Management's Discussion and Analysis* (this section), the *Basic Financial Statements*, and the *Supplementary Information* section, an optional section that presents combining and budgetary schedules for individual non-major funds. The *Basic Financial Statements* are comprised of three components: 1) *Government-wide Financial Statements*, 2) *Fund Financial Statements* and 3) *Notes to the Financial Statements*. The Management's Discussion and Analysis is intended to be an introduction to the Basic Financial Statements.

## BASIC FINANCIAL STATEMENTS

**Government-wide Financial Statements** – The Government-wide Financial Statements are intended to provide a “Big Picture” view of the City as a whole using accounting methods similar to those used by private sector companies. The statement of net position includes all of the City’s assets (including non-spendable assets like streets and roads), liabilities (including long-term liabilities that may be paid over twenty or more years) and any deferred outflows of resources. All of the current year revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two Government-wide Financial Statements report the City’s net position and how they have changed. Net position – the difference between the City’s assets and liabilities – is one way to measure the City’s financial health, or position. Over time, increases or decreases in the City’s net position are an indicator of whether its financial health is improving or deteriorating, respectively. To assess the overall health of the City, one should also consider additional non-financial factors such as changes in the City’s property tax base and the condition of the City’s roads.

The Government-wide Financial Statements of the City are divided into two categories:

**Governmental Activities** – This statement depicts the extent to which programs are self-supporting and the net amount provided by property taxes and other general revenues. Most of the City’s basic services are included in this category, such as public safety, community development, community services, public works, and general administration. Taxes and charges for services finance most of these activities.

**Business-type Activities** – The City’s business enterprises include urban runoff, water utility, sewer utility, sanitation, and information technology external support. The City charges fees to customers to recover the cost of providing these services.

**Fund Financial Statements** – Funds are accounting devices that the City uses to track and control resources intended for specific purposes. The Fund Financial Statements provide more detailed information about the City’s most significant funds (major funds) but not the City as a whole. Some funds are required by State and Federal law or by bond covenants. Other funds are utilized simply to control and manage resources intended for particular purposes.

The City utilizes three broad categories of funds:

**Governmental Funds** – Governmental Funds are used to account for essentially the same functions reported as Government Activities in the Government-wide Financial Statements. However, unlike the Government-wide Financial Statements, Governmental Fund Financial Statements utilize the financial resources measurement focus and thus concentrate on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Consequently, the Governmental Fund Financial Statements provide a detailed short-term view that helps a reader determine whether there are more or fewer financial resources that can be spent in the near future to finance City programs.

**Proprietary Funds** – Services for which the City charges customers a fee are generally reported in Proprietary Funds (Enterprise Funds and Internal Service Funds). Like the Government-wide Financial Statements, these funds provide both long and short-term financial information utilizing the economic resources measurement focus. The City’s Enterprise Funds (urban runoff, water, utility, sewer utility, sanitation, and information technology external support) are individual funds represented in the combined presentation of Business-type Activities in the Government-wide Financial Statements. The individual fund presentation provides more detailed information about each business segment, its operating statements, and statements of cash flow. The City also uses Internal Service Funds that are utilized to report and allocate the cost of certain centrally managed and operated activities (risk management, equipment replacement, and building occupancy). Because the Internal Service Funds primarily serve the government, they are

reported with Governmental Activities rather than the Business-type Activities in the Government-wide Financial Statements.

**Fiduciary Funds** – The City utilizes Fiduciary Funds to account for assets held by the City in a trustee capacity, or as an agent for other governmental entities, private organizations, or individuals. All of the City's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position. We exclude these activities from the City's Government-wide Financial Statements because the City cannot use these assets to finance its operations.

**Notes to the Financial Statements** – The financial statements also include the Notes to the Financial Statements that provide important narrative details about the information contained in the financial statements. Information contained in the Notes to the Financial Statements is critical to a reader's full understanding of the Government-wide and Fund Financial Statements.

**Supplementary Information** – In addition to the required elements of the Basic Financial Statements, we have also included a Supplementary Information section, which includes budgetary and combining schedules that provide additional details about the City's non-major Governmental Funds, Enterprise Funds, Internal Service Funds, and Fiduciary Funds.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

**Net Position** – Net position may serve over time as a useful indicator of a government's financial position. The City's combined net position for the year ended June 30, 2014, as shown in Table 1, were \$300.4 million.

**Table 1**  
**Net Position**  
**Fiscal Year Ended June 30, 2014**  
**(in thousands)**

	Governmental Activities		Business-Type Activities		Total	Activities
	2014	2013	2014	2013	2014	2013
Current and other assets	\$ 96,901	\$ 100,605	\$ 29,749	\$ 23,182	\$ 126,650	\$ 123,787
Capital assets	171,680	172,451	65,329	66,418	237,009	238,869
<b>Total assets</b>	<b>268,581</b>	<b>273,056</b>	<b>95,078</b>	<b>89,600</b>	<b>363,659</b>	<b>362,656</b>
Deferred charge on refunding	-	-	1,147	1,310	1,147	-
<b>Total Deferred Outflows of Resources</b>	<b>-</b>	<b>-</b>	<b>1,147</b>	<b>1,310</b>	<b>1,147</b>	<b>-</b>
Noncurrent liabilities	18,074	18,887	35,341	36,275	53,415	55,162
Other liabilities	6,341	6,730	4,670	4,396	11,011	11,126
<b>Total liabilities</b>	<b>24,415</b>	<b>25,617</b>	<b>40,011</b>	<b>40,671</b>	<b>64,426</b>	<b>66,288</b>
Net Investment in Capital Assets	164,750	165,032	31,397	36,805	196,147	201,837
Restricted	48,419	53,379	5,214	7,411	53,633	60,790
Unrestricted	30,997	29,028	19,603	6,024	50,600	35,052
<b>Total net position</b>	<b>\$ 244,166</b>	<b>\$ 247,439</b>	<b>\$ 56,214</b>	<b>\$ 50,240</b>	<b>\$ 300,380</b>	<b>\$ 297,679</b>

**Net Investment of Capital Assets** – The largest component of the \$363.7 in total assets is the City's investment in capital assets (e.g., land, buildings, infrastructure, and equipment), representing \$237 million or 65.2% of total assets. Of the \$53.4 million in long-term (Noncurrent) liabilities, \$42.3 million represents outstanding bonded debt and capital leases. The proceeds from this debt were used to finance the acquisition of capital assets and to fund capital improvements. A significant portion of the capital assets have been funded through bond financing from the former Brea Redevelopment Agency.

**Restricted Net Position** –The \$53.6 million in restricted net position was on overall decrease of \$7.2 million from the prior fiscal year.

**Unrestricted Net Position** – The \$50.6 million in unrestricted net position was an overall increase of \$15.5 million from the prior fiscal year.

Overall the City's net position increased \$2.7 million during the current fiscal year.

**Table 2**  
**Change in Net Position**  
**Fiscal Year Ended June 30, 2014**  
**(in thousands)**

	Governmental Activities		Business-Type Activities		Total Activities	
	2014	2013	2014	2013	2014	2013
Revenues:						
Program Revenues:						
Charges for services	\$ 10,838	\$ 16,068	\$ 26,120	\$ 22,864	\$ 36,958	\$ 38,932
Operating grants and contributions	3,503	4,955	11	11	3,514	4,966
Capital grants and contributions	1,188	3,496	1,209	-	2,397	3,496
General Revenues:						
Taxes:						
Property taxes	13,315	12,321	-	-	13,315	12,321
Sales taxes	20,658	19,315	-	-	20,658	19,315
Transient occupancy taxes	1,513	1,401	-	-	1,513	1,401
Franchise taxes	1,682	1,694	-	-	1,682	1,694
Business license taxes	1,054	985	-	-	1,054	985
Other taxes	861	691	-	-	861	691
Motor vehicle in lieu	69	72	-	-	69	72
Use of money and property	803	610	126	55	929	665
Rental Income	1,329	-	-	-	1,329	-
Other	483	2,820	1,184	1,936	1,667	4,756
Gain (loss) on sale of capital asset	76	-	179	-	255	-
Extraordinary gain/(loss) on dissolution of redevelopment agency		21,522		-	-	21,522
<b>Total Revenues</b>	<b>57,372</b>	<b>85,950</b>	<b>28,829</b>	<b>24,866</b>	<b>86,201</b>	<b>110,816</b>
Expenses:						
General government	7,352	7,495	-	-	7,352	7,495
Public safety	31,409	35,849	-	-	31,409	35,849
Community development	5,201	2,615	-	-	5,201	2,615
Community services	7,024	6,623	-	-	7,024	6,623
Public works	10,093	9,719	-	-	10,093	9,719
Interest on long-term debt	458	501	-	-	458	501
Urban runoff	-	-	311	289	311	289
Water utility	-	-	16,048	14,883	16,048	14,883
Sewer utility	-	-	1,526	1,354	1,526	1,354
Sanitation	-	-	2,849	2,789	2,849	2,789
Information Technology External Support	-	-	1,229	1,272	1,229	1,272
<b>Total Expenses</b>	<b>61,537</b>	<b>62,802</b>	<b>21,963</b>	<b>20,587</b>	<b>83,500</b>	<b>83,389</b>
Change in net position before transfers	(4,165)	23,148	6,866	4,279	2,701	27,427
Transfers	892	3,257	(892)	(3,257)	-	-
Change in net position	(3,273)	26,405	5,974	1,022	2,701	27,427
Net position at beginning of year	247,439	220,572	50,240	49,020	297,679	269,592
Restatement of Net position	-	462	-	197	-	659
<b>Net position at end of year</b>	<b>\$ 244,166</b>	<b>\$ 247,439</b>	<b>\$ 56,214</b>	<b>\$ 50,240</b>	<b>\$ 300,380</b>	<b>\$ 297,679</b>



**Governmental Activities** – The cost of all Governmental Activities in the current fiscal year was \$61.5 million. As shown on the statement of activities, \$10.8 million of the cost was paid by those who directly benefited from the programs, \$4.7 million was financed by contributions and grants received from other governmental organizations, developers, and property owners for both capital and operating activities, and \$46 million was subsidized through general city revenues.

The City reported program revenues of \$15.5 million and general revenues and transfers of \$42.7 million. Expenses for all Governmental Activities for the year totaled \$61.5 million. Therefore, as a result of operations, the City's change in net position before transfers decreased by \$4.2 million in comparison with the prior fiscal year. Of this decrease, \$2.6 million was due to the loss on the sale of Acacia Affordable Apartments caused by the deed restrictions on affordable housing.

Property tax revenues for Fiscal Year 2013-14 posted an increase of \$1 million when compared to Fiscal Year 2012-13. The increase in property tax revenues is primarily due to the increase in sale value of residential and commercial properties as well as new residential sales of the Blackstone and La Floresta housing development.

Sales tax revenues for Fiscal Year 2013-14 were \$1.3 million more when compared to Fiscal Year 2012-13. The increase in sales tax revenues is reflective of a growing economy.

Total expenses for Fiscal Year 2013-14 were \$61.5 million, a decrease of \$1.3 million when compared to Fiscal Year 2012-13. This was primarily due to a combination of the reduction of public safety expenses and an increase in community development expenses.

Brea is a full service city providing residents, businesses and visitors with the following functional services:

General Government is comprised of two departments (City Council/City Manager and Administrative Services) providing general governance, executive management, legal services, communication and marketing, human resources, records management, information technology, accounting, budget, treasury, utility billing, purchasing and reprographics.

Public Safety is comprised of two departments (Police Services and Fire Services) providing general law enforcement, public safety dispatch, fire suppression, fire prevention, paramedic services and emergency preparedness.

Community Development is comprised of two divisions (Planning & Building Services and Economic Development Services) providing planning, zoning and building services, redevelopment services, economic development and housing services.

Community Services is overseen by one department and includes recreation, arts and human services, and the community center.

Public Works is overseen by one department and includes engineering and construction of public facilities, parks, streets and related infrastructure, traffic engineering as well as the maintenance of all public facilities, parks, streets and related infrastructure.

Business-type activities is comprised of two departments (Public Works and Administrative Services) providing five activities to residential and business customers (urban runoff, water utility, sewer utility, sanitation services and information technology external support to public agencies).

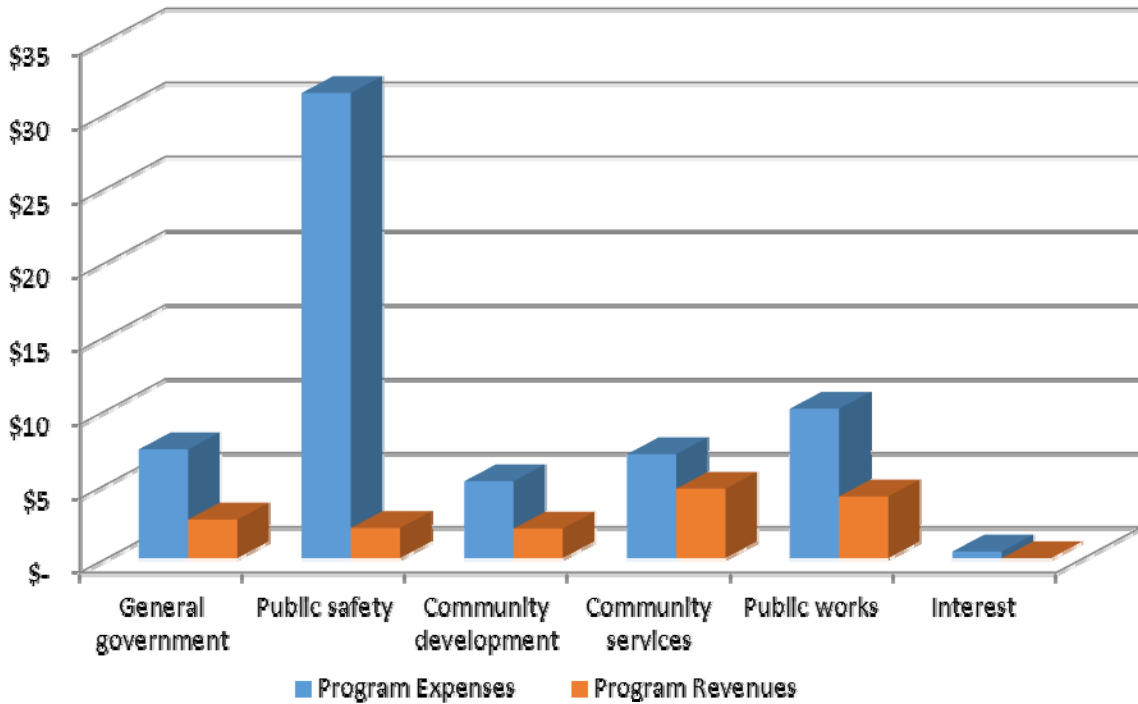
Each programs' net cost (total cost less revenues generated by the activities) is presented below. The net cost shows the extent to which the City's general taxes support each of the City's programs.

**Table 3**  
**Governmental Activities**  
**Fiscal Year Ended June 30, 2014**  
**(in thousands)**

	Program Expenses		Program Revenues	
	2014	2013	2014	2013
General government	\$ 7,352	\$ 7,495	\$ 2,613	\$ 4,648
Public safety	31,409	35,849	2,042	7,596
Community development	5,201	2,615	2,006	2,825
Community services	7,024	6,623	4,695	3,649
Public works	10,093	9,719	4,173	5,802
Interest on long-term debt	458	501	-	-
<b>Totals</b>	<b>\$ 61,537</b>	<b>\$ 62,802</b>	<b>\$ 15,529</b>	<b>\$ 24,520</b>

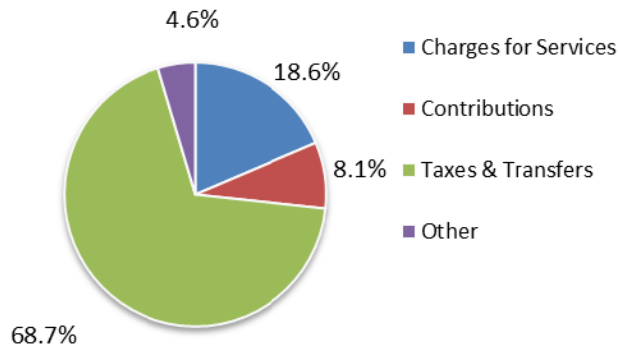
Of the \$15.5 million in program revenues that financed the Governmental Activities, 30% was utilized for Community Services, 27% was utilized for Public Works, 17% was utilized for General Government, and the remaining 26% supplemented Public Safety and Community Development.

**Table 4**  
**Program Expenses and Revenues - Governmental Activities**  
**Fiscal Year Ended June 30, 2014**  
**(In millions)**

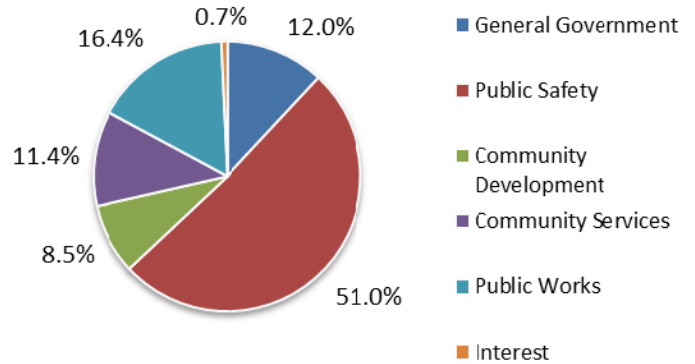


**Table 5  
Governmental Activities  
Fiscal Year Ended June 30, 2014**

**Revenues by Source**



**Functional Expense**



Major Governmental Activities in the current fiscal year included the following:

*Revenues*

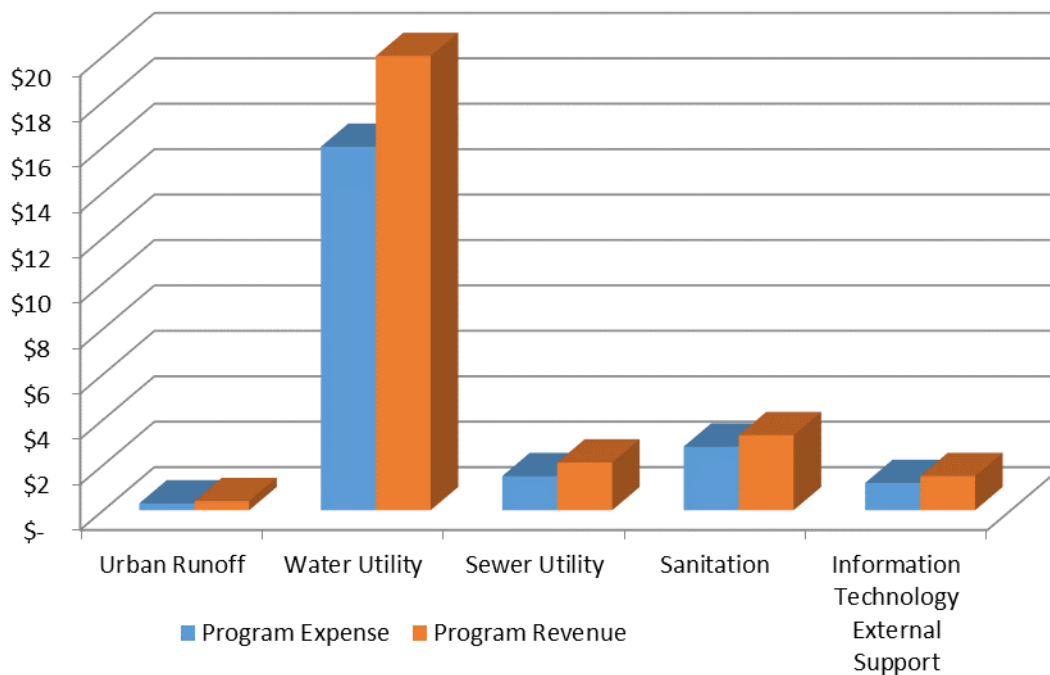
- The City's combined amount of program revenues, general revenues, extraordinary gain and transfers were \$58.3 million. This amount includes operating and capital contributions and grants of \$4.7 million and \$40 million in taxes and transfers.
- Of the \$58.3 million in total governmental revenues and transfers, 26.7% represents Program Revenues and 68.7% represents taxes & transfers. Other revenues makes up 4.6%.

*Expenses*

- In the current year, expenses for all Governmental Activities were \$61.5 million. See Table 5 for an analysis of the expenses by function/program.

**Business-type Activities** – Business-type Activities increased the City’s net position by \$6 million which was comprised of various changes in the net position of the urban runoff, water utility, sewer utility, sanitation and information technology external support activities. Business-type Activities are financed primarily by fees charged to external parties for goods and services.

**Table 6**  
**Program Expense & Revenue – Business-type Activities**  
**Fiscal Year Ended June 30, 2014**  
**(in millions)**



Business-type Activities in the current fiscal year included the following:

The water utility activity had an increase in net position of \$5.2 million. The increase in net position was primarily due to the increase in charges for services. Of the \$13.9 million in water related expenses, 54.5% was from the purchase of water, 9.7% was from maintenance and other operating expenses, 14.5% was from depreciation, and 21.3% covered personnel costs. Water rates were adjusted effective on January 1, 2014, to fund on-going operations, recapture the bond coverage ratio and provide funding for planned capital improvements to the water utility system.

The sewer utility activity had an increase in net position of \$548,935. The increase in net position was primarily due to a decrease in transfers for capital improvement projects. Of the \$1.5 million in sewer related expenses, 13.8% was from maintenance and other operating expenses, 25.4% from depreciation and 60.8% from personnel costs.

The urban runoff activity had an increase in net position of \$65,615. This increase was due to revenues of \$380,256, and expenses of \$311,380. Operating expenses, which included maintenance and operation costs of \$105,024, personnel costs of \$205,418, and depreciation of \$938, totaled \$311,380 while

operating revenues were \$380,256. This resulted in a net operating income of \$68,876 resulting in the increase in net position stated above.

The sanitation utility activity had a decrease in net position of \$12,033. The decrease in net position was due to revenues of \$3.3 million, expenses of \$2.9 million and a transfer out of \$470,000. Operating expenses, which included maintenance and operation costs of \$2.4 million and personnel costs of \$441,748.

The information technology external support activity had an increase in net position of \$82,535. The increase in net position was primarily due to a decrease in transfers out. Operating revenues of \$1.5 million exceeded operating expenses of \$1.2 million by a total of \$229,647.

## **FINANCIAL ANALYSIS OF THE CITY'S FUNDS**

As noted earlier, the City uses fund accounting to highlight available financial resources and to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds** – Utilizing the financial resources measurement focus, the City's Governmental Funds provide information on near-term inflows and outflows, and balances of spendable resources. This information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported a combined ending fund balance of \$79.9 million, a decrease of \$4.4 million. Restricted fund balance totals \$30.2 million, legally restricted by external parties. Committed fund balance totals \$8.6 million which is for capital asset replacement. Assigned fund balance totals \$800,857 which is primarily for community center replacement. Unassigned fund balance totals \$21 million.

The General Fund ended the fiscal year with a \$32.8 million fund balance, a net increase of \$499,270. Nonspendable fund balance of \$1.1 million is for advances to other funds, restricted fund balance of \$1.2 million is for such items as debt service funds with trustees and for lighting and landscape districts. Committed fund balance of \$8.6 million is for capital asset replacement. Assigned fund balance of \$800,857 is primarily for community center replacement. Unassigned fund balance of \$21 million is available for future appropriations.

The Housing Successor Fund ended the fiscal year with a fund balance of \$18.9 million. Restricted fund balance of \$805,093 is for affordable housing activities. Nonspendable fund balance of \$18.1 million is for notes and loans receivable.

The City's Capital Projects Fund ended the fiscal year with a fund balance of \$13.4 million, a decrease of \$173,941. Restricted fund balance of \$13.4 million is for impact fees.

**Proprietary Funds** – The City's Proprietary Funds (Enterprise and Internal Service Funds) presented in the Fund Financial Statements section basically provide the same type of information in the Government-wide Financial Statements, but include individual segment information.

The Water Utility Fund net position increased by \$5.2 million to \$39.2 million (net of related debt) for the fiscal year ended June 30, 2014. Of that amount, \$17.9 million is net investment in capital assets, \$5.2 million is restricted for debt service and \$16.1 million is unrestricted.

The Sewer Utility Fund net position increased by \$548,935 to \$16.4 million for the fiscal year ended June 30, 2014. Of that amount, \$13.5 million is net investment in capital assets and \$2.9 million is unrestricted and is available for the cost of operations and upgrading the City's sewer system.

## GENERAL FUND BUDGETARY HIGHLIGHTS

The final budgeted resources and transfers in for the General Fund at fiscal year end were \$446,090 more than the original budget and total actual resources and transfers in were \$1.3 million more than the final budget.

The final appropriations for the General Fund at fiscal year end were \$3.5 million more than the original budget and total actual and transfers out were \$4.7 million less than the final budget. Several factors contributed to the final variance and are briefly summarized as follows:

### *Changes to Original Budget*

#### Resources (Inflows):

- The variance was primarily a combination of a \$1.1 million increase in taxes, a \$434,700 increase in charges for services and a decrease of \$1.1 million in miscellaneous revenues.

#### Changes to Appropriation (Outflows):

- The variance between original budget and final budget in Public Safety was primarily due to increased operational costs.

### *Variances with Final Budget*

#### Resources (Inflows):

- The variance between budgeted and actual for charges for services was \$1.2 million. This was primarily due to the increase in charges for services attributable to community services.

#### Charges to Appropriation (Outflows):

- The variance between budgeted and actual charges is \$4.7 million and was primarily due to the decrease in operational charges for Public Works of \$1.7 million, Public Safety of \$606,085, Management Services of \$553,304, Community Services of \$458,789 and additional variance spread over all remaining departments.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

The City's investment in capital assets for governmental and business-type activities as of June 30, 2014, amounts to \$237 million (net of accumulated depreciation). This investment in a broad range of capital assets includes land, structures and improvements, furniture, machinery and equipment, park facilities, roads, sidewalks, water system, storm drains, sound walls, and bridges. The total net decrease (including additions and deletions) of \$1.9 million represents a 0.8% decrease from last year.

**Table 7**  
**Capital Assets as of June 30, 2014**  
**(net of depreciation)**  
**(in thousands)**

	Governmental Activities		Business-Type Activities		Total	
	2014	2013	2014	2013	2014	2013
Land	\$ 45,669	\$ 45,669	\$ 2,075	\$ 2,075	\$ 47,744	\$ 47,744
Structures and improvements	46,968	47,989	-	-	46,968	47,989
Equipment	6,156	6,992	1	7	6,157	6,999
Infrastructure	69,179	67,134	58,957	55,451	128,136	122,585
Construction-in-progress	3,708	4,667	4,296	8,885	8,004	13,552
<b>Totals</b>	<b>\$ 171,680</b>	<b>\$ 172,451</b>	<b>\$ 65,329</b>	<b>\$ 66,418</b>	<b>\$ 237,009</b>	<b>\$ 238,869</b>

The net decrease to construction-in-progress totaled \$5.5 million, as noted above. This was primarily due to the completion of various capital improvement projects.

As a reference, the following significant capital assets and infrastructure projects were completed in fiscal year 2013-14:

- Residential Streets Rehabilitation FY 2011-12
- Residential Streets Rehabilitation FY 2012-13
- Senior Center ADA Improvements
- City Yard Repaving
- Lambert Road Rehabilitation (Phase 1)
- Lambert Road Rehabilitation (Phase 2)
- Traffic Control Technology Improvement Program (Phase 1)

Additional information on the City's capital assets can be found in Note (6) of the Notes to the Financial Statements.

### Long-Term Debt

At the end of the current fiscal year, the City had total long-term debt outstanding for bonds and leases of \$42.3 million for all governmental and business-type activities.

**Table 8**  
**Outstanding Debt as of June 30, 2014**  
**Bonds and Capital Leases**  
**(in thousands)**

	Governmental Activities		Business-Type Activities		Total	
	2014	2013	2014	2013	2014	2013
Lease revenue bonds	\$ 2,760	\$ 2,760	\$ -	\$ -	\$ 2,760	\$ 2,760
Water revenue bonds	-	-	35,350	36,325	35,350	36,325
Capital leases	4,169	4,660	-	-	4,169	4,660
<b>Totals</b>	<b>\$ 6,929</b>	<b>\$ 7,420</b>	<b>\$ 35,350</b>	<b>\$ 36,325</b>	<b>\$ 42,279</b>	<b>\$ 43,745</b>

Additional information on the City's long-term debt can be found in Note (7) of the Notes to the Financial Statements.

### **FACTORS EFFECTING NEXT YEAR'S BUDGET**

The Fiscal Year 2014-15 General Fund budgeted expenditures are relatively unchanged at \$50.8 million. This represents a \$9,880 increase in budgeted expenditures when compared to prior fiscal year. While acknowledging that the cost of materials, supplies and contract services do increase, overall department operating expenditures were held relatively flat or reduced in several areas.

A brief summary of the factors considered when preparing the fiscal year 2014-15 budget are as follows:

- Sales tax represents the single largest source of General Fund revenue, budgeted at \$20.9 million for fiscal year 2014-15. Based on economic data trends and projections, sales tax is projected to grow 5% for fiscal year 2014-15. Brea's sales tax on a per capita basis consistently outperforms other municipalities, a strong indicator that the City imports sales tax dollars from surrounding communities.
- General Fund property taxes are projected to be relatively flat and represent \$7 million of General Fund revenues.
- Due to pension reform within the City of Brea, employees will continue to contribute a greater percentage toward their retirement in accordance with provisions of memorandums of understandings (MOU's) effective July 1, 2014. Since July of 2011, all new full-time employees contribute 100% of the employee costs of retirement.
- Overall, Fiscal Year 2014-15 General Fund revenues are projected to be relatively stable in comparison to revenues in Fiscal Year 2013-14 due to a slow economic recovery.
- Uncertainty of the current State of California budget and the State's continued propensity to balance its budget on the backs of local government.

### **CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the City's Administrative Services Department, 1 Civic Center Circle, Brea, CA 92821, at (714) 990-7676.



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CITY OF BREA

STATEMENT OF NET POSITION  
JUNE 30, 2014

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>Assets:</b>			
Cash and investments	\$ 43,665,722	\$ 6,238,404	\$ 49,904,126
Receivables:			
Accounts	1,014,992	3,991,873	5,006,865
Taxes	140,765	-	140,765
Notes and loans	20,943,649	-	20,943,649
Accrued interest	1,014,133	-	1,014,133
Internal balances	23,393,704	(23,393,704)	-
Due from other governments	6,059,473	237,576	6,297,049
Due from Successor Agency	375,562	-	375,562
Other investments	-	37,460,756	37,460,756
Restricted assets:			
Cash with fiscal agent	293,713	5,213,677	5,507,390
Capital assets not being depreciated	49,377,522	6,370,858	55,748,380
Capital assets, net of depreciation	122,302,211	58,958,142	181,260,353
<b>Total Assets</b>	<b>268,581,446</b>	<b>95,077,582</b>	<b>363,659,028</b>
<b>Deferred Outflows of Resources:</b>			
Deferred charge on refunding	-	1,146,628	1,146,628
<b>Total Deferred Outflows of Resources</b>	<b>-</b>	<b>1,146,628</b>	<b>1,146,628</b>
<b>Liabilities:</b>			
Accounts payable	2,523,366	3,344,629	5,867,995
Accrued liabilities	709,999	97,182	807,181
Accrued interest	114,155	1,008,838	1,122,993
Unearned revenue	781,387	-	781,387
Deposits	319,181	219,480	538,661
Due to other governments	1,892,346	-	1,892,346
Due to Successor Agency	844	-	844
Noncurrent liabilities:			
Due within one year	3,663,845	1,211,301	4,875,146
Due in more than one year	14,409,935	34,129,158	48,539,093
<b>Total Liabilities</b>	<b>24,415,058</b>	<b>40,010,588</b>	<b>64,425,646</b>
<b>Net Position:</b>			
Net investment in capital assets	164,750,324	31,396,904	196,147,228
Restricted for:			
Affordable housing	21,112,470	-	21,112,470
Public safety	1,713,664	-	1,713,664
Public works	3,160,681	-	3,160,681
Capital projects	22,138,348	-	22,138,348
Debt service	293,713	5,213,677	5,507,390
Unrestricted	30,997,188	19,603,041	50,600,229
<b>Total Net Position</b>	<b>\$ 244,166,388</b>	<b>\$ 56,213,622</b>	<b>\$ 300,380,010</b>

CITY OF BREA

STATEMENT OF ACTIVITIES  
YEAR ENDED JUNE 30, 2014

	<u>Expenses</u>	<u>Program Revenues</u>		
		<u>Charges for Services</u>	<u>Operating Contributions and Grants</u>	<u>Capital Contributions and Grants</u>
<b>Functions/Programs</b>				
<b>Primary Government:</b>				
Governmental Activities:				
General government	\$ 7,352,190	\$ 1,631,098	\$ 981,306	\$ -
Public safety	31,408,789	1,533,213	509,168	-
Community development	5,201,569	1,092,041	258,785	655,222
Community services	7,023,682	4,672,523	22,078	-
Public works	10,092,864	1,909,409	1,731,436	532,401
Interest on long-term debt	458,021	-	-	-
<b>Total Governmental Activities</b>	<b>61,537,115</b>	<b>10,838,284</b>	<b>3,502,773</b>	<b>1,187,623</b>
Business-Type Activities:				
Urban Runoff	310,717	380,256	-	-
Water Utility	16,048,442	18,813,373	-	1,209,000
Sewer Utility	1,525,820	2,136,760	-	-
Sanitation	2,849,515	3,317,183	11,371	-
Information Technology External Support	1,228,919	1,472,730	-	-
<b>Total Business-Type Activities</b>	<b>21,963,413</b>	<b>26,120,302</b>	<b>11,371</b>	<b>1,209,000</b>
<b>Total Primary Government</b>	<b>\$ 83,500,528</b>	<b>\$ 36,958,586</b>	<b>\$ 3,514,144</b>	<b>\$ 2,396,623</b>

**General Revenues:**

Taxes:

- Property taxes, levied for general purpose
- Transient occupancy taxes
- Sales taxes
- Franchise taxes
- Business licenses taxes
- Other taxes
- Motor vehicle in lieu - unrestricted
- Use of money and property
- Rental Income
- Other
- Gain (loss) on sale of capital asset

**Transfers**

**Total General Revenues and Transfers**

Change in Net Position

Net Position at Beginning of Year

**Net Position at End of Year**

<b>Net (Expenses) Revenues and Changes in Net Position</b>		
<b>Primary Government</b>		
<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
\$ (4,739,786)	\$ -	\$ (4,739,786)
(29,366,408)	-	(29,366,408)
(3,195,521)	-	(3,195,521)
(2,329,081)	-	(2,329,081)
(5,919,618)	-	(5,919,618)
(458,021)	-	(458,021)
<b>(46,008,435)</b>	<b>-</b>	<b>(46,008,435)</b>
-	69,539	69,539
-	3,973,931	3,973,931
-	610,940	610,940
-	479,039	479,039
-	243,811	243,811
-	<b>5,377,260</b>	<b>5,377,260</b>
<b>(46,008,435)</b>	<b>5,377,260</b>	<b>(40,631,175)</b>
13,314,758	-	13,314,758
1,513,160	-	1,513,160
20,657,918	-	20,657,918
1,682,274	-	1,682,274
1,054,054	-	1,054,054
860,520	-	860,520
68,846	-	68,846
802,974	125,999	928,973
1,329,159	-	1,329,159
483,000	1,183,645	1,666,645
76,461	178,988	255,449
892,239	(892,239)	-
<b>42,735,363</b>	<b>596,393</b>	<b>43,331,756</b>
(3,273,072)	5,973,653	2,700,581
247,439,460	50,239,969	297,679,429
<b>\$ 244,166,388</b>	<b>\$ 56,213,622</b>	<b>\$ 300,380,010</b>

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## GOVERNMENTAL FUNDS

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### Major Funds

The **General Fund** is used to account for fiscal resources which are dedicated to governmental operations of the City, and not required to be accounted for in another fund.

The **Housing Successor Fund** is used to account for revenues received and expenditures made for affordable housing. The primary sources of revenue are from rental and lease of property owned by the former Brea Redevelopment Agency and loan repayments generated from the use of the former Agency's Low and Moderate Income Housing Funds.

The **Capital Projects Fund Capital Improvements** is used to account for the costs of constructing street improvements, parks and other public improvements not normally included within the other Capital Projects Funds. Financing is provided by Federal and State Grant Revenues and interfund transfers from the Special Revenue Funds and the General Fund.

### Non-Major Funds

Non-major governmental funds are those governmental funds which do not meet the criteria of a major fund. For reporting purposes in this section, they are combined together as Other Governmental Funds.

CITY OF BREA

**BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2014**

	<u>General</u>	<u>Special Revenue Fund</u>	<u>Capital Projects Fund</u>
		<u>Housing Successor</u>	<u>Capital Improvements</u>
<b>Assets:</b>			
Cash and investments	\$ 20,776,376	\$ 802,577	\$ 3,037,555
Receivables:			
Accounts	789,249	7,094	205,500
Taxes	136,883	-	-
Notes and loans	-	19,120,703	-
Interest	155,924	858,209	-
Due from other funds	8,611,503	-	11,000,000
Due from other governments	4,735,624	-	856,922
Due from Successor Agency	135,680	-	239,882
Advances to other funds	1,096,665	-	-
Restricted assets:			
Cash and investments with fiscal agents	293,713	-	-
<b>Total Assets</b>	<b><u>\$ 36,731,617</u></b>	<b><u>\$ 20,788,583</u></b>	<b><u>\$ 15,339,859</u></b>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances:</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 1,168,485	\$ -	\$ 1,025,907
Accrued liabilities	658,676	3,597	10,807
Unearned revenues	665,772	-	115,615
Deposits payable	318,264	917	-
Due to other funds	-	-	-
Due to other governments	137,400	-	-
Advances from other funds	-	-	-
Due to Successor Agency	780	64	-
<b>Total Liabilities</b>	<b><u>2,949,377</u></b>	<b><u>4,578</u></b>	<b><u>1,152,329</u></b>
<b>Deferred Inflows of Resources:</b>			
Unavailable revenues	1,027,357	1,834,860	806,647
<b>Total Deferred Inflows of Resources</b>	<b><u>1,027,357</u></b>	<b><u>1,834,860</u></b>	<b><u>806,647</u></b>
<b>Fund Balances:</b>			
Nonspendable	1,096,665	18,144,052	-
Restricted	1,161,494	805,093	13,380,883
Committed	8,649,210	-	-
Assigned	800,857	-	-
Unassigned	21,046,657	-	-
<b>Total Fund Balances</b>	<b><u>32,754,883</u></b>	<b><u>18,949,145</u></b>	<b><u>13,380,883</u></b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b><u>\$ 36,731,617</u></b>	<b><u>\$ 20,788,583</u></b>	<b><u>\$ 15,339,859</u></b>

CITY OF BREA

**BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2014**

	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Assets:</b>		
Cash and investments	\$ 14,479,350	\$ 39,095,858
Receivables:		
Accounts	-	1,001,843
Taxes	3,882	140,765
Notes and loans	1,822,946	20,943,649
Interest	-	1,014,133
Due from other funds	-	19,611,503
Due from other governments	462,527	6,055,073
Due from Successor Agency	-	375,562
Advances to other funds	-	1,096,665
Restricted assets:		
Cash and investments with fiscal agents	-	293,713
<b>Total Assets</b>	<b><u>\$ 16,768,705</u></b>	<b><u>\$ 89,628,764</u></b>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances:</b>		
<b>Liabilities:</b>		
Accounts payable	\$ 55,069	\$ 2,249,461
Accrued liabilities	6,778	679,858
Unearned revenues	-	781,387
Deposits payable	-	319,181
Due to other funds	22,483	22,483
Due to other governments	1,754,946	1,892,346
Advances from other funds	36,210	36,210
Due to Successor Agency	-	844
<b>Total Liabilities</b>	<b><u>1,875,486</u></b>	<b><u>5,981,770</u></b>
<b>Deferred Inflows of Resources:</b>		
Unavailable revenues	55,836	3,724,700
<b>Total Deferred Inflows of Resources</b>	<b><u>55,836</u></b>	<b><u>3,724,700</u></b>
<b>Fund Balances:</b>		
Nonspendable	68,000	19,308,717
Restricted	14,859,354	30,206,824
Committed	-	8,649,210
Assigned	-	800,857
Unassigned	(89,971)	20,956,686
<b>Total Fund Balances</b>	<b><u>14,837,383</u></b>	<b><u>79,922,294</u></b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b><u>\$ 16,768,705</u></b>	<b><u>\$ 89,628,764</u></b>



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CITY OF BREA

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
JUNE 30, 2014**

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Fund balances of governmental funds \$ 79,922,294

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets net of depreciation have not been included as financial resources in governmental fund activity.

Capital assets	\$ 264,056,659	
Accumulated depreciation	<u>(97,266,502)</u>	166,790,157

Long-term liabilities were not due and payable in the current period. Therefore, they were not reported in the governmental funds:

Lease revenue bonds long-term liabilities	(2,760,000)	
Capital leases payable	(3,540,000)	
Compensated absences	(2,516,515)	
Other post employment benefits obligation	<u>(4,263,288)</u>	(13,079,803)

Accrued interest payable for the current portion of interest due on Bonds has not been reported in the governmental funds. (104,198)

Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity. 3,724,700

Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The assets and liabilities of the internal service funds must be added to the statement of net position. 6,913,238

**Net position of governmental activities \$ 244,166,388**

CITY OF BREA

**STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2014**

		<u>Special Revenue Fund</u>	<u>Capital Projects Fund</u>
	<u>General</u>	<u>Housing Successor</u>	<u>Capital Improvements</u>
<b>Revenues:</b>			
Taxes	\$ 34,513,895	\$ -	\$ -
Licenses and permits	608,664	-	-
Intergovernmental	3,652,564	-	746,319
Charges for services	5,557,650	-	1,806,306
Investment income	400,472	7,664	160,356
Fines and forfeitures	852,821	-	-
Contributions	-	-	199,811
Rental income	1,750,275	148,887	-
Miscellaneous	2,774,949	37,197	-
<b>Total Revenues</b>	<b>50,111,290</b>	<b>193,748</b>	<b>2,912,792</b>
<b>Expenditures:</b>			
Current:			
General government	5,387,287	-	92,044
Public safety	30,906,551	-	-
Community development	2,228,842	2,861,188	-
Community services	6,450,201	-	-
Public works	4,715,202	-	852
Capital outlay	-	-	7,350,289
Debt service:			
Principal retirement	350,000	-	-
Interest and fiscal charges	439,402	-	-
<b>Total Expenditures</b>	<b>50,477,485</b>	<b>2,861,188</b>	<b>7,443,185</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(366,195)	(2,667,440)	(4,530,393)
<b>Other Financing Sources (Uses):</b>			
Transfers in	1,534,100	-	4,356,452
Transfers out	(668,635)	-	-
Sale of capital asset	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>865,465</b>	<b>-</b>	<b>4,356,452</b>
Net Change in Fund Balances	499,270	(2,667,440)	(173,941)
Fund Balances, Beginning of Year	32,255,613	21,616,585	13,554,824
<b>Fund Balances, End of Year</b>	<b>\$ 32,754,883</b>	<b>\$ 18,949,145</b>	<b>\$ 13,380,883</b>

CITY OF BREA

**STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2014**

	<b>Other Governmental Funds</b>	<b>Total Governmental Funds</b>
<b>Revenues:</b>		
Taxes	\$ 1,107,224	\$ 35,621,119
Licenses and permits	-	608,664
Intergovernmental	1,522,315	5,921,198
Charges for services	52,323	7,416,279
Investment income	112,556	681,048
Fines and forfeitures	214,772	1,067,593
Contributions	-	199,811
Rental income	-	1,899,162
Miscellaneous	95,409	2,907,555
	<b>3,104,599</b>	<b>56,322,429</b>
<b>Expenditures:</b>		
Current:		
General government	520	5,479,851
Public safety	554,538	31,461,089
Community development	116,884	5,206,914
Community services	-	6,450,201
Public works	209,101	4,925,155
Capital outlay	-	7,350,289
Debt service:		
Principal retirement	-	350,000
Interest and fiscal charges	-	439,402
	<b>881,043</b>	<b>61,662,901</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,223,556	(5,340,472)
<b>Other Financing Sources (Uses):</b>		
Transfers in	-	5,890,552
Transfers out	(4,265,614)	(4,934,249)
Sale of capital asset	7,460	7,460
	<b>(4,258,154)</b>	<b>963,763</b>
Net Change in Fund Balances	(2,034,598)	(4,376,709)
Fund Balances, Beginning of Year	16,871,981	84,299,003
<b>Fund Balances, End of Year</b>	<b>\$ 14,837,383</b>	<b>\$ 79,922,294</b>

**CITY OF BREA**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
YEAR ENDED JUNE 30, 2014**

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Net change in fund balances - total governmental funds \$ (4,376,709)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital outlay	\$ 6,567,865	
Depreciation	(6,917,294)	
Disposals	<u>(13,357)</u>	(362,786)

The issuance of long-term debt (e.g., bonds, leases) provides current resources to governmental funds, while the repayment of long-term debt principal consumes the current financial resources of governmental funds. Issuance of bond principal is another financing source and repayment is an expenditure in the governmental funds, but the issuance increases long-term liabilities and the repayment reduces long-term liabilities in the statement of net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities.

Capital leases principal payments 350,000

Accrued interest for long-term liabilities. This is the net change in accrued interest for the current period. 13,191

Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. 124,302

Governmental funds report all contributions in relation to the annual required contribution (ARC) for OPEB as expenditures, however in the statement of activities only the ARC is an expense. (573,278)

Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity. 862,575

Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The net revenues (expenses) of the internal service funds is reported with governmental activities. 689,633

**Change in net position of governmental activities \$ (3,273,072)**

## PROPRIETARY FUNDS

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### **Business-type Activities**

The ***Water Utility Fund*** is a Major Fund used to account for the operations of the City's water utility, which are operated in a manner similar to a private enterprise. The costs (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

The ***Sewer Utility Fund*** is a Major Fund used to account for the operations of the City's sewer distribution lines, which are operated in a manner similar to a private enterprise. The costs (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

### **Non-Major Funds**

Non-major proprietary funds are those proprietary funds which do not meet the criteria of a major fund. For reporting purposes in this section, they are combined together as Other Enterprise Funds.

### **Governmental Activities**

The ***Internal Service Funds*** are used to allocate the cost of providing goods and services by one department to other departments on a cost reimbursement basis.

CITY OF BREA

STATEMENT OF NET POSITION  
 PROPRIETARY FUNDS  
 JUNE 30, 2014

	Business-Type Activities - Enterprise Funds			Total	Governmental Activities- Internal Service Funds
	Water Utility	Sewer Utility	Other Enterprise Funds		
<b>Assets:</b>					
Current:					
Cash and investments	\$ 4,207,364	\$ 1,210,308	\$ 820,732	\$ 6,238,404	\$ 4,569,864
Receivables:					
Accounts receivable	3,038,818	321,598	631,457	3,991,873	13,149
Due from other governments	-	-	237,576	237,576	4,400
Due from other funds	-	1,443,520	-	1,443,520	-
Restricted:					
Cash and investments with fiscal agent	5,213,677	-	-	5,213,677	-
<b>Total Current Assets</b>	<b>12,459,859</b>	<b>2,975,426</b>	<b>1,689,765</b>	<b>17,125,050</b>	<b>4,587,413</b>
Noncurrent:					
Capital assets - net of accumulated depreciation	51,853,769	13,465,703	9,528	65,329,000	4,889,576
Other investments	37,460,756	-	-	37,460,756	-
Advances to other funds	-	-	-	-	2,583,621
<b>Total Noncurrent Assets</b>	<b>89,314,525</b>	<b>13,465,703</b>	<b>9,528</b>	<b>102,789,756</b>	<b>7,473,197</b>
<b>Total Assets</b>	<b>101,774,384</b>	<b>16,441,129</b>	<b>1,699,293</b>	<b>119,914,806</b>	<b>12,060,610</b>
<b>Deferred Outflows of Resources:</b>					
Deferred charge on refunding	1,146,628	-	-	1,146,628	-
<b>Total Deferred Outflows of Resources</b>	<b>1,146,628</b>	<b>-</b>	<b>-</b>	<b>1,146,628</b>	<b>-</b>
<b>Liabilities and Net Position:</b>					
<b>Liabilities:</b>					
Current:					
Accounts payable	3,141,460	8,545	194,624	3,344,629	273,905
Accrued liabilities	46,243	16,960	33,979	97,182	30,141
Accrued interest	1,008,838	-	-	1,008,838	9,957
Deposits payable	219,480	-	-	219,480	-
Due to other funds	20,443,520	-	589,020	21,032,540	-
Accrued compensated absences, due within one year	95,822	25,852	74,627	196,301	61,621
Accrued claims and judgments, due within one year	-	-	-	-	1,198,119
Bonds, notes, and capital leases, due within one year	1,015,000	-	-	1,015,000	146,719
<b>Total Current Liabilities</b>	<b>25,970,363</b>	<b>51,357</b>	<b>892,250</b>	<b>26,913,970</b>	<b>1,720,462</b>
Noncurrent:					
Advances from other funds	3,644,076	-	-	3,644,076	-
Accrued compensated absences, due in more than one year	31,941	8,617	24,876	65,434	20,540
Accrued claims and judgments, due in more than one year	-	-	-	-	3,084,288
Bonds, notes, and capital leases, due in more than one year	34,063,724	-	-	34,063,724	482,690
<b>Total Noncurrent Liabilities</b>	<b>37,739,741</b>	<b>8,617</b>	<b>24,876</b>	<b>37,773,234</b>	<b>3,587,518</b>
<b>Total Liabilities</b>	<b>63,710,104</b>	<b>59,974</b>	<b>917,126</b>	<b>64,687,204</b>	<b>5,307,980</b>
<b>Net Position:</b>					
Net investment in capital assets	17,921,673	13,465,703	9,528	31,396,904	4,260,167
Restricted for debt service	5,213,677	-	-	5,213,677	-
Unrestricted	16,075,558	2,915,452	772,639	19,763,649	2,492,463
<b>Total Net Position</b>	<b>\$ 39,210,908</b>	<b>\$ 16,381,155</b>	<b>\$ 782,167</b>	<b>\$ 56,374,230</b>	<b>\$ 6,752,630</b>
<b>Reconciliation of Net Position to the Statement of Net Position</b>					
Net Position per Statement of Net Position - Proprietary Funds				\$ 56,374,230	
Prior years' accumulated adjustment to reflect the consolidation of internal service funds activities related to the enterprise funds				(236,117)	
Current years' adjustments to reflect the consolidation of internal service activities related to enterprise funds				75,509	
<b>Net Position per Statement of Net Position</b>				<b>\$ 56,213,622</b>	

CITY OF BREA

STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN FUND NET POSITION  
PROPRIETARY FUNDS  
YEAR ENDED JUNE 30, 2014

	Business-Type Activities - Enterprise Funds			Total	Governmental Activities- Internal Service Funds
	Water Utility	Sewer Utility	Other Enterprise Funds		
<b>Operating Revenues:</b>					
Charges for services	\$ 17,153,833	\$ 2,053,869	\$ 5,053,690	\$ 24,261,392	\$ 7,390,234
Connection fees	703,472	82,891	-	786,363	-
Miscellaneous	956,068	-	116,479	1,072,547	127,027
<b>Total Operating Revenues</b>	<b>18,813,373</b>	<b>2,136,760</b>	<b>5,170,169</b>	<b>26,120,302</b>	<b>7,517,261</b>
<b>Operating Expenses:</b>					
Personnel services	2,954,785	935,268	1,784,604	5,674,657	1,390,655
Maintenance and operation	1,351,862	212,222	2,631,166	4,195,250	4,028,024
Cost of purchased water	7,567,347	-	-	7,567,347	-
Claims and judgements	-	-	-	-	661,661
Depreciation expense	2,021,787	390,467	2,013	2,414,267	755,245
<b>Total Operating Expenses</b>	<b>13,895,781</b>	<b>1,537,957</b>	<b>4,417,783</b>	<b>19,851,521</b>	<b>6,835,585</b>
Operating Income (Loss)	4,917,592	598,803	752,386	6,268,781	681,676
<b>Nonoperating Revenues (Expenses):</b>					
Federal interest subsidy on debt	489,429	-	-	489,429	-
Intergovernmental	-	-	11,371	11,371	69,290
Interest revenue	94,935	29,655	1,409	125,999	50,609
Interest expense	(2,187,401)	-	-	(2,187,401)	(31,810)
Contributions	1,209,000	-	-	1,209,000	-
Gain on other investments	694,216	-	-	694,216	-
Gain (loss) on disposal of capital assets	178,988	-	-	178,988	59,441
<b>Total Nonoperating Revenues (Expenses)</b>	<b>479,167</b>	<b>29,655</b>	<b>12,780</b>	<b>521,602</b>	<b>147,530</b>
Income (Loss) Before Transfers	5,396,759	628,458	765,166	6,790,383	829,206
Transfers in	-	-	-	-	302,000
Transfers out	(183,667)	(79,523)	(629,049)	(892,239)	(366,064)
Changes in Net Position	5,213,092	548,935	136,117	5,898,144	765,142
<b>Net Position:</b>					
Beginning of year	33,997,816	15,832,220	646,050	50,476,086	5,987,488
<b>End of Fiscal Year</b>	<b>\$ 39,210,908</b>	<b>\$ 16,381,155</b>	<b>\$ 782,167</b>	<b>\$ 56,374,230</b>	<b>\$ 6,752,630</b>
<b>Reconciliation of Changes in Net Position to the Statement of Activities:</b>					
Changes in Net Position, per the Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Funds				\$ 5,898,144	
Adjustment to reflect the consolidation of current fiscal year internal service funds activities related to enterprise funds				75,509	
<b>Changes in Net Position of Business-Type Activities per Statement of Activities</b>				<b>\$ 5,973,653</b>	



## CITY OF BREA

STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
YEAR ENDED JUNE 30, 2014

	Business-Type Activities - Enterprise Funds			Total	Governmental Activities- Internal Service Funds
	Water Utility	Sewer Utility	Other Enterprise Funds		
<b>Cash Flows from Operating Activities:</b>					
Cash received from customers and users	\$ 20,267,879	\$ 2,132,857	\$ 5,146,108	\$ 27,546,844	\$ 7,677,916
Cash paid to suppliers for goods and services	(8,673,997)	(208,806)	(2,627,426)	(11,510,229)	(5,045,397)
Cash paid to employees for services	(2,893,823)	(927,270)	(1,790,162)	(5,611,255)	(2,035,415)
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>8,700,059</b>	<b>996,781</b>	<b>728,520</b>	<b>10,425,360</b>	<b>597,104</b>
<b>Cash Flows from Non-Capital Financing Activities:</b>					
Cash transfers out for noncapital financing activities	(183,667)	(79,523)	(629,049)	(892,239)	(366,064)
Cash transfers in for noncapital financing activities	-	-	-	-	302,000
Repayment received from other other funds	20,443,520	-	17,420	20,460,940	-
Advances received from other funds	-	-	-	-	568,166
Advances repaid to other funds	(801,372)	-	-	(801,372)	-
Grant subsidy	-	-	11,371	11,371	69,290
<b>Net Cash Provided (Used) by Non-Capital Financing Activities</b>	<b>19,947,910</b>	<b>(1,523,043)</b>	<b>(600,258)</b>	<b>17,824,609</b>	<b>573,392</b>
<b>Cash Flows from Capital and Related Financing Activities:</b>					
Acquisition and construction of capital assets	(739,309)	(585,866)	-	(1,325,175)	(349,485)
Proceeds from sales of capital assets	178,988	-	-	178,988	62,380
Principal paid on capital debt	(975,000)	-	-	(975,000)	(140,155)
Interest paid on capital debt	(2,045,778)	-	-	(2,045,778)	(34,027)
<b>Net Cash Provided (Used) by Capital and Related Financing Activities</b>	<b>(3,581,099)</b>	<b>(585,866)</b>	<b>-</b>	<b>(4,166,965)</b>	<b>(461,287)</b>
<b>Cash Flows from Investing Activities:</b>					
Purchase of other investments	(23,931,020)	-	-	(23,931,020)	-
Interest received	94,935	29,655	1,409	125,999	50,609
<b>Net Cash Provided (Used) by Investing Activities</b>	<b>(23,836,085)</b>	<b>29,655</b>	<b>1,409</b>	<b>(23,805,021)</b>	<b>50,609</b>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b>1,230,785</b>	<b>(1,082,473)</b>	<b>129,671</b>	<b>277,983</b>	<b>759,818</b>
Cash and Cash Equivalents at Beginning of Year	8,190,256	2,292,781	691,061	11,174,098	3,810,046
<b>Cash and Cash Equivalents at End of Year</b>	<b>\$ 9,421,041</b>	<b>\$ 1,210,308</b>	<b>\$ 820,732</b>	<b>\$ 11,452,081</b>	<b>\$ 4,569,864</b>
<b>Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:</b>					
Operating income (loss)	\$ 4,917,592	\$ 598,803	\$ 752,386	\$ 6,268,781	\$ 681,676
<b>Adjustments to reconcile operating income (loss) net cash provided (used) by operating activities:</b>					
Depreciation	2,021,787	390,467	2,013	2,414,267	755,245
(Increase) decrease in accounts receivable	300,028	(3,903)	6,544	302,669	36,940
(Increase) decrease in deposits receivable	1,133,328	-	-	1,133,328	-
(Increase) decrease in due from other governments	-	-	(30,605)	(30,605)	123,715
Increase (decrease) in accounts payable	245,212	3,416	3,740	252,368	(232,334)
Increase (decrease) in accrued liabilities	8,189	3,604	1,273	13,066	4,052
Increase (decrease) in deposits payable	21,150	-	-	21,150	-
Increase (decrease) in claims and judgments	-	-	-	-	(789,091)
Increase (decrease) in compensated absences	52,773	4,394	(6,831)	50,336	16,901
<b>Total Adjustments</b>	<b>3,782,467</b>	<b>397,978</b>	<b>(23,866)</b>	<b>4,156,579</b>	<b>(84,572)</b>
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>\$ 8,700,059</b>	<b>\$ 996,781</b>	<b>\$ 728,520</b>	<b>\$ 10,425,360</b>	<b>\$ 597,104</b>
<b>Non-Cash Investing, Capital, and Financing Activities:</b>					
Amortization of bond discount and premium	\$ (9,831)	\$ -	\$ -	\$ (9,831)	\$ -
Amortization of loss on refunding	163,804	-	-	163,804	-
Contributed common stock	1,209,000	-	-	1,209,000	-
Gain on other investments	694,216	-	-	694,216	-

## FIDUCIARY FUNDS

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**Agency Funds**, a type of Fiduciary Fund, are used to account for assets held by the City as an agent for other governmental entities, private organizations, or individuals.

**Private-Purpose Trust Fund**, a type of Fiduciary Fund, is used to account for assets held by the City as Successor Agency of the former Brea Redevelopment Agency.

CITY OF BREA

STATEMENT OF FIDUCIARY NET POSITION  
 FIDUCIARY FUNDS  
 JUNE 30, 2014

	<u>Agency Funds</u>	<u>Private- Purpose Trust Fund Successor Agency of the Former RDA</u>
<b>Assets:</b>		
Cash and investments	\$ 4,467,276	\$ 2,890,457
Receivables:		
Accounts	55,478	-
Taxes	10,713	-
Accrued interest	-	132,110
Deferred loans	-	2,652,069
Due from other governments	635,580	426,000
Land held for resale	-	2,244,117
Prepaid insurance	-	230,400
Restricted assets:		
Cash and investments with fiscal agents	1,452,150	33,925,905
<b>Total Assets</b>	<b><u>\$ 6,621,197</u></b>	<b><u>42,501,058</u></b>
<b>Deferred Outflows of Resources:</b>		
Deferred charge on refunding		1,716,329
<b>Total Deferred Outflows of Resources</b>		<b><u>1,716,329</u></b>
<b>Liabilities:</b>		
Accounts payable	\$ 675,974	2,725
Accrued liabilities	795,910	-
Accrued interest	-	3,758,922
Deposits payable	262,077	-
Due to other governments	30,572	-
Due to City	-	374,718
Due to external parties/other agencies	4,856,664	-
Long-term liabilities:		
Due in one year	-	10,242,816
Due in more than one year	-	181,578,031
<b>Total Liabilities</b>	<b><u>\$ 6,621,197</u></b>	<b><u>195,957,212</u></b>
<b>Net Position:</b>		
Held in trust for other purposes		(151,739,825)
<b>Total Net Position</b>		<b><u>\$(151,739,825)</u></b>

CITY OF BREA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION  
 FIDUCIARY FUNDS  
 YEAR ENDED JUNE 30, 2014

	<u>Private- Purpose Trust Fund Successor Agency of the Former RDA</u>
<b>Additions:</b>	
Taxes	\$ 18,699,064
Interest and change in fair value of investments	137,257
Rental income	153,369
Miscellaneous	<u>505,348</u>
<b>Total Additions</b>	<b><u>19,495,038</u></b>
<b>Deductions:</b>	
Administrative expenses	735,248
Contractual services	94,270
Interest expense	8,190,868
Contributions to other governments	1,263,347
Project expenditures	<u>526,213</u>
<b>Total Deductions</b>	<b><u>10,809,946</u></b>
<b>Changes in Net Position</b>	<b>8,685,092</b>
<b>Net Position:</b>	
Beginning of the year	<u>(160,424,917)</u>
<b>End of the Year</b>	<b><u>\$ (151,739,825)</u></b>

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**NOTES TO THE BASIC FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies**

The financial statements of the City of Brea, California (City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting policies of the City of Brea are described below.

**a. Description of the Reporting Entity**

The City of Brea was incorporated on February 23, 1917, under the general laws of the State of California. The City operates under the Council-Manager form of government and provides the following services: public safety (police and fire), highways and streets, cultural recreation, public improvements, planning and zoning, and general administrative services.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America as applicable to governments.

As required by accounting principles generally accepted in the United States of America, these financial statements present the City of Brea and its component units, entities for which the City is considered to be financially accountable. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization's governing body and the City is able to impose its will on that organization, or there is a potential for that organization to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered to be financially accountable for an organization if that organization is fiscally dependent (i.e., it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval from the City). In certain cases, other organizations are included as component units if the nature and significance of their relationship with the City are such that their exclusion would cause the City's financial statements to be misleading or incomplete.

Based upon the above criteria, the component units of the City are the Brea Public Financing Authority and the Midbury Assessment Authority.

Since City Council serves as the governing board for these component units, all of the City's component units are considered to be blended component units. Blended component units, although legally separate entities, are in substance, part of the City's operations, so data from these units is combined therein. A brief description of each component unit follows:

**City of Brea Public Financing Authority**

The City of Brea Public Financing Authority was created by a joint exercise of joint powers agreement between the City of Brea and the former Redevelopment Agency of the City of Brea on November 17, 1987. In April 1988, the Brea-Olinda Unified School District became an associate member of the Authority. The purpose of the Authority is to provide, through the issuance of debt, financing necessary for various capital improvements. The Authority is administered by the Board who are the members of the City Council and the Mayor. The Authority's primary source of income will be installment sale, loan and lease payments received from the City and

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

the Successor Agency to the former Brea Redevelopment Agency, which will be used to meet the debt service requirements on debt issues. The Authority does not have taxing power.

The Brea Public Financing Authority issues separate component unit financial statements. Upon completion, these component unit financial statements can be obtained at City Hall.

**Midbury Assessment Authority**

The Midbury Assessment Authority was created by a joint exercise of joint powers agreement between the City of Brea, Los Angeles County, and Orange County on May 18, 1999. The purpose of the authority is to provide a means for each party to the agreement to contribute money to street improvement projects, to form an assessment district and to levy an assessment to finance the balance of the projects. The Authority is administered by the Board who are the members of the City Council and the Mayor. The Authority's primary source of income will be from new assessments that result in additional taxes. Separate financial statements are not prepared for the Midbury Assessment Authority.

**b. Government-Wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

**c. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The fund financial statements provide information about the government's funds, including its fiduciary funds and blended component units. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, with the exception of sales tax revenue, which are considered available if collected within 90 days of year end. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City's fiduciary funds consist of agency funds and a private purpose trust fund. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. Private purpose trust funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

The City reports the following major governmental funds:

- The **General Fund** is the City's primary operating fund. It accounts for all general revenues of the City not specifically levied or collected for other City funds, and for expenditures related to the rendering of general services by the City. The General Fund is used to account for all resources not required to be accounted for in another fund.
- The **Housing Successor Special Revenue Fund** accounts for the housing assets as a result of the dissolution of the former Brea Redevelopment Agency. Resources generated from these assets are to be used for low to moderate income housing purposes.
- The **Capital Improvements Capital Projects Fund** accounts for the costs of constructing street improvements, parks and other public improvements not normally included within the other Capital Projects Funds. Financing is provided by federal, state and county grant revenues and interfund transfers from the General Fund, and Special Revenue Funds.



NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014

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**Note 1: Summary of Significant Accounting Policies (Continued)**

The City reports the following major proprietary funds:

- The **Water Utility Fund** accounts for the City's water utility operations, which are financed and operated in a manner similar to a private enterprise. The cost (expenses, including depreciation) of providing these services to the general public on a continuing basis is financed or recovered primarily through user charges.
- The **Sewer Utility Fund** accounts for the operations of the City's sewer distribution lines, which are operated in a manner similar to a private enterprise. The costs (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

Additionally, the City reports the following fund types:

- **Internal Service Funds** account for financial transactions related to repairs, replacement, and maintenance of City-owned buildings and vehicles and to account for the City's self-insurance programs. These services are provided to other departments or agencies of the City on a cost reimbursement basis.
- **Agency Funds** account for assets held by the City in a custodial capacity as a trustee or as an agent. These assets include deposits from assessment district's property owners. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.
- **Private-Purpose Trust Fund** accounts for the assets and liabilities of the former redevelopment agency and the allocated revenue to pay estimated installment payments of enforceable obligations until the obligations of the former redevelopment agency are paid in full and assets have been liquidated.

The City adopted GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which established accounting and financial reporting standards for financial statements of state and local governments.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Residual net position balances in internal service funds are allocated back to the governmental and enterprise funds that they originally charged.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

The principal operating revenues of the Enterprise Funds and of the Internal Service Funds are charges to customers for sales and services. Operating expenses for Enterprises Funds and Internal Service Funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

**d. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position**

**Cash and Investments**

Cash includes demand deposits, certificates of deposits and savings account balances. The California Government Code and the City of Brea's investment policy permit the City of Brea to invest in various instruments and pools. Investments are reported in the accompanying balance sheet at fair value, except for investment contracts that are reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rates. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

The City reports its investments at fair value in the balance sheet according to GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*. Interest earnings, realized gains and losses and, changes in the fair value of investments are recognized as revenue from the use of money and property in the operating statement.

The City pools cash and investments of all funds except for assets held by fiscal agents. Each fund's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on each fund's average cash and investment balance.

For purposes of the statement of cash flows, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Cash equivalents also represent the proprietary funds' share in the cash and investment pool of the City of Brea. Cash equivalents have an original maturity date of three months or less from the date of purchase. For financial statement presentation purposes, cash and cash equivalents are shown as both restricted and unrestricted cash.

**Restricted Cash and Investments**

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. In addition, funds have been restricted for future capital improvements by City resolution.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

**Receivables and Payables**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

The amounts recorded as a receivable due from other governments include sales taxes, property taxes and grant revenues collected or provided by federal, state, County and City governments and unremitted to the City as of June 30, 2014. The County of Orange assesses bills and collects property taxes for the City.

All trade and tax receivables are shown net of an allowance for uncollectibles.

**Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Inventories**

Inventories of materials and supplies are carried at cost. The City records inventory using a first-in-first-out (FIFO) basis and the consumption method.

**Land Held for Resale**

The former Brea Redevelopment Agency has acquired land as part of its primary purpose to develop blighted properties. The Successor Agency to the former Brea Redevelopment Agency records these parcels as land held for resale in its financial statements. The property is being carried at cost or, if lower, the estimated net realizable value upon entering into an agreement to sell the property. Values recorded on the balance sheet are net of allowances for decline in value.

**Capital Assets**

Capital assets, which include property, plant, equipment, intangible assets and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$3,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Infrastructure assets, once determined that they are not ordinary maintenance, are capitalized in their entirety and do not have a set capitalization threshold. The City elected to use the Basic Approach as defined by GASB Statement No. 34 for infrastructure reporting.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period.

Property, plant and equipment of the primary government and its component units are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Structures and improvements	30 - 50
Equipment	5 - 10
Infrastructure	50 - 99

**Deferred outflows/inflows of resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City only has one item that qualifies for reporting in this category. It is the deferred charge on refunding reported in the proprietary statement of net position and the statement of fiduciary net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet.

**Compensated Absences**

It is the government's policy to permit employees to accumulate earned but unused vacation and sick benefits. Permanent City employees earn from 10 to 20 vacation days a year, depending upon their length of employment, and 12 sick days a year. Employees can carry forward unused sick leave indefinitely. Upon termination or retirement, permanent employees are entitled to receive compensation at their current base salary for all unused vacation leave. Any unused sick leave is forfeited upon termination of employment. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

**Long-Term Obligations**

In the government-wide financial statements, proprietary fund types in the fund financial statements and in the fiduciary financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, proprietary fund type statement of net position, or the statement of fiduciary net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

**Claims and Judgments**

The City records a liability for litigation, judgments and claims when it is probable that an asset has been impaired or a liability has been incurred prior to year-end and the probable amount of loss (net of any insurance coverage) can be reasonably estimated. This liability is recorded in the Internal Service Funds that account for the City's self-insurance activities.

**Fund Balances**

In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable Fund Balance – This amount indicates the portion of funds balances which cannot be spent because they are either not in spendable form, such as prepaid items, inventories, land held for resale or loans/notes receivable, or legally or contractually required to be maintained intact, such as the principal portion of an endowment.

Restricted Fund Balance – This amount indicates the portion of fund balances which has been restricted a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – This amount indicates the portion of fund balances which can only be used for specific purposes pursuant to formal resolution of the City Council.

Assigned Fund Balance – This amount indicates the portion of fund balances which is constrained by the City's intent to be used for specific purpose, but is neither restricted nor committed. The Administrative Services Director is authorized to determine and define the amount of assigned fund balances, which was established by City Council through resolution.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

Unassigned Fund Balance – This amount indicates the portion of fund balances that do not fall into one of the above categories.

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to the adoption of a resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the adoption of another resolution. City Council action to commit fund balance needs to occur within the fiscal reporting period; however the amount can be determined subsequently.

**Fund balance flow assumptions**

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

**Net Position**

In the governmental-wide financial statements and proprietary fund financial statements, net position are classified as follows:

Net Investment in Capital Assets – This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Net Position – This amount is all net position that do not meet the definition of "net investment in capital assets" or "restricted net position."

**Net position flow assumption**

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 1: Summary of Significant Accounting Policies (Continued)**

**e. Property Tax**

Property tax revenue is recognized on the modified accrual basis, that is, in the fiscal year for which the taxes have been levied providing they become available. Available means when due, or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. The County of Orange collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January the preceding fiscal year for which the taxes are levied. Taxes are levied on both real and personal property, as it exists on that date. The tax levy covers the fiscal period July 1 to June 30. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent, if unpaid, on August 31.

**f. Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Note 2: Cash and Investments**

As of June 30, 2014, cash and investments are classified in the accompanying financial statements as follows:

	Statement of Net Position	Statement of Fiduciary Net Position	Total
Cash and Investments	\$ 49,904,126	7,357,733	\$ 57,261,859
Restricted assets:			
Cash and Investments with Fiscal Agents	5,507,390	35,378,055	40,885,445
Total Cash and Investments	<u>\$ 55,411,516</u>	<u>42,735,788</u>	<u>\$ 98,147,304</u>

Cash and investments as of June 30, 2014, consist of the following:

Cash on Hand	\$ 9,906
Deposits with Financial Institutions	4,660,841
Investments	52,591,112
Cash and Investments with Fiscal Agent	<u>40,885,445</u>
Total Cash and Investments	<u>\$ 98,147,304</u>

The City of Brea maintains a cash and investment pool that is available for use for all funds. Each fund type's position in the pool is reported on the combined balance sheet as cash and investments. The City has adopted an investment policy, which authorizes it to invest in various investments.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 2: Cash and Investments (Continued)**

**a. Cash Deposits**

The carrying amount of the City's cash deposits was \$4,660,841 at June 30, 2014. Bank balances were \$5,210,390 at that date. The \$549,549 difference represents outstanding checks and other reconciling items. The total amount of which was collateralized or insured with securities held by the pledging financial institutions in the City's name as discussed below:

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure a City's deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits that are fully insured up to \$250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

**b. Investments**

Investments Authorized by the California Government Code and the City's Investment Policy

Under provision of the City's investment policy, and in accordance with the California Government Code, the following investments are authorized:

Funds of the City, other than bond proceeds held in restricted accounts, 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 its 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 Instrumentalities of Government Sponsored Corporations, including a maximum of 5% in callable bonds issued by such agencies
- Banker's Acceptances
- Commercial Paper
- Repurchase Agreements
- Certificates of Deposit
- Negotiable Certificates of Deposit
- Passbook Savings Accounts



**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 2: Cash and Investments (Continued)**

- Interest Bearing Investment 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 are to 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 and must pass the Federal Financial Institution Examination Council (FFIEC) liquidity test;
- 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 referenced in the preceding paragraph refers to the maturity value of the portfolio at the time of purchase.

Prohibited Investments

The City does not invest any funds in derivatives, inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. The City does not invest any funds in any security that could result in a zero interest accrual if held to maturity.

Investments Authorized by Debt Agreements

The above investments do not address investment of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements rather than the general provisions of the California Government Code or the City's investment policy.

Investments in State Investment Pool

The City is a voluntary participant in the California Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 2: Cash and Investments (Continued)**

GASB Statement No. 31

The City adopted GASB Statement No. 31, *Accounting and Financial Reporting for certain investments and for External Investment Pools*, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

**c. Risk Disclosures**

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

Investment Type	Minimum legal rating	Rating as of Year-End			Total Market Value
		Not Rated	AAA	AA	
U.S. Treasury obligations	N/A	\$ -	\$ 9,896,710	\$ -	\$ 9,896,710
U.S. government sponsored enterprise securities	N/A	-	-	17,306,749	17,306,749
Corporate bonds	A	-	-	14,921,150	14,921,150
Money market mutual funds	N/A	54,471	-	-	54,471
California local agency investment fund	N/A	10,412,032	-	-	10,412,032
Cash and investments with fiscal agents:					
Money market mutual funds	N/A	31,335,227	-	-	31,335,227
U.S. Treasury obligations	N/A	-	2,248,760	-	2,248,760
U.S. government sponsored enterprise securities	N/A	-	-	7,301,458	7,301,458
Total		<u>\$ 41,801,730</u>	<u>\$ 12,145,470</u>	<u>\$ 39,529,357</u>	<u>\$ 93,476,557</u>

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

The City uses a third party investment manager to manage their investments. The third party investment manager has authority from City Council to execute purchases and sales of investments according to the parameters in their investment policy without the approval of management.

CITY OF BREA

NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014

**Note 2: Cash and Investments (Continued)**

Concentration of Credit Risk

The City's investment policy imposes restrictions for certain types of investments with any one issuer. In addition, GASB 40 requires a separate disclosure if any single issuer comprises more than 5% of the total investment value.

Investments in any one issuer that represents 5% or more of the total City's investments are as follows:

Issuer	Investment Type	Amount
FHLB	U.S. Government Sponsored Enterprise Securities	\$ 6,613,809
FHLMC	U.S. Government Sponsored Enterprise Securities	7,200,120
FNMA	U.S. Government Sponsored Enterprise Securities	7,133,874

Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment policy states that at least 25% of the City's portfolio will mature in one year or less. The only exception to these maturity limits will be the investment for the bond proceeds for the Reserve Fund, and funded/ capitalized interest fund. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

As of June 30, 2014, the City had the following investments and original maturities:

	Investment Maturities (in Years)			Total Market Value
	12 months or less	13 to 24 Months	25 to 60 Months	
U.S. Treasury obligations	\$ 624,945	\$ 759,262	\$ 8,512,503	\$ 9,896,710
U.S. government sponsored enterprise securities	2,139,396	2,609,989	12,557,364	17,306,749
Corporate bonds	6,079,906	1,207,754	7,633,490	14,921,150
Money market mutual funds	54,471	-	-	54,471
California local agency investment fund	10,412,032	-	-	10,412,032
Cash and investments with fiscal agents:				
Money market mutual funds	31,335,227	-	-	31,335,227
U.S. Treasury obligations	-	-	2,248,760	2,248,760
U.S. government sponsored enterprise securities	-	-	7,301,458	7,301,458
	<u>\$ 50,645,977</u>	<u>\$ 4,577,005</u>	<u>\$ 38,253,575</u>	<u>\$ 93,476,557</u>

**Note 3: Other Investments**

At June 30, 2014, the City holds 2,190.55 shares of Class A Preferred Stock in California Domestic Water Company valued at cost of \$32,375,424. In addition, the City holds 1,811.50 shares of Common Stock in California Domestic Water Company valued under the equity method at \$5,085,332. The City's total investment in California Domestic Water Company amounts to \$37,460,756 at June 30, 2014. The investments were made to secure water supply for the City of Brea.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**


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**Note 4: Notes, Loans, and Deferred Loans Receivable**

Notes and loans receivable consist of rehabilitation loans made from Community Development Block Grant ("CDBG") and HOME grant funds to low income individuals that need assistance in rehabilitating their homes or mobile homes to meet current code standards. Amounts are due from the proceeds only upon the sale or transfer of the property. Loans made to mobile home owners are forgiven if the owner lives in the property 5 years or more. Repayments received by the City from homeowners are paid to the County. Thus, the City has offset the notes and loans receivable balance with a liability due to other governments on the accompanying balance sheet. Notes and loans receivable from each of these funds are comprised of the following at June 30, 2014:

CDBG Grant funds	\$ 1,719,705
HOME Grant funds	35,241
Total notes and loans receivable	<u>\$ 1,754,946</u>

The City (through the former redevelopment agency) has made long term loans to various developers and organizations to stimulate low and moderate income housing projects and to low or moderate income individuals to rehabilitate their homes to meet current code standards or to assist them in purchasing a home. Some assistance given gave the City rights to receive "silent seconds" on property when sold to a low and moderate income individual. These "silent seconds" gave the City the right to a portion of the proceeds from the sale of the property. In these cases, if the property has been sold by the developer, the Successor Agency has recorded their portion of the proceeds as notes receivable and deferred revenue. Collection terms of these loans vary and range from 5 years to 55 years. The majority of loans made to developers will be repaid from residual receipts and from monies earned on the property once they are built. Home buyer assistance loans begin repayment after 5 years and will be repaid over a 30 year period. For the remainder of loans and notes receivable, the Agency has classified fund balance as "nonspendable" indicating that these resources are not current available resources.

The outstanding balance of these notes and loans are reported in the Housing Successor Fund and are comprised of the following at June 30, 2014:

Home Buyer Assistance Loans	\$ 5,758,624
Rehabilitation Loans	214,079
Developer/ Organization Loans:	
Acacia Apartments	1,550,000
Birch Hills Affordable Apartments	4,750,000
Bonterra Apartments	1,200,000
Imperial Apartments	2,853,000
La Habra Housing	637,000
South Walnut Bungalows	826,000
Olen Point Apartments	<u>1,332,000</u>
Total notes, loans and deferred loans receivable	<u>\$ 19,120,703</u>

The City made loans funded under its Homebuyer Assistance Program for the Summerwind residential development. The balance at June 30, 2014, amounts to \$68,000.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 5: Interfund Receivables, Payables and Transfers**

The composition of interfund balances as of June 30, 2014, is as follows:

**Due To/From Other Funds**

Due To Other Funds	Due From Other Funds			Total
	General Fund	Capital Improvements Fund	Sewer Utility Fund	
Other Governmental Funds	\$ 22,483	\$ -	\$ -	\$ 22,483
Water Utility Fund	8,000,000	11,000,000	1,443,520	20,443,520
Other Enterprise Funds	589,020	-	-	589,020
Total	<u>\$ 8,611,503</u>	<u>\$ 11,000,000</u>	<u>\$ 1,443,520</u>	<u>\$ 21,055,023</u>

During the fiscal year, the General Fund, the Capital Improvements Fund and the Sewer Utility Fund made short-term loans in the amount of \$8,000,000, \$11,000,000 and \$1,443,520 respectively to the Water Utility Fund for the purchase of shares of stock in California Domestic Water Company. These loans will be repaid by issuance of Water Revenue Bonds, see Note 16 for more information.

The other interfund balances were a result of routine transactions not cleared prior to the end of the fiscal year.

**Advances To/From Other Funds**

Advances To Other Funds	Advances from Other Funds		Total
	Water Utility Fund	Other Governmental Funds	
General Fund	\$ 1,060,455	\$ 36,210	\$ 1,096,665
Internal Service Funds	2,583,621	-	2,583,621
Total	<u>\$ 3,644,076</u>	<u>\$ 36,210</u>	<u>\$ 3,680,286</u>

The General Fund and the Internal Service Funds advanced \$3,644,076 to the Water Utility Fund in order to purchase water rights.

The General Fund advanced Other Governmental Funds \$36,210 to fund street improvements.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 5: Interfund Receivables, Payables and Transfers**

**Transfers In/Out from Other Funds**

Transfers Out:	Transfers In:			
	General Fund	Capital Improvements	Internal Service Funds	Total Transfers In
Governmental Activities				
General Fund	\$ -	\$ 366,635	\$ 302,000	\$ 668,635
Other Governmental Funds	593,000	3,672,614	-	4,265,614
Internal Service Funds	310,000	56,064	-	366,064
Business-type Activities				
Water Utility	5,000	178,667	-	183,667
Sewer Utility	5,000	74,523	-	79,523
Other Enterprise Funds	621,100	7,949	-	629,049
Total Transfers Out	<u>\$ 1,534,100</u>	<u>\$ 4,356,452</u>	<u>\$ 302,000</u>	<u>\$ 6,192,552</u>

- a. The General Fund transferred \$366,635 to the Capital Improvements Fund for reimbursement of capital improvement program projects.
- b. The General Fund transferred \$302,000 to the Internal Service Funds for risk management purposes.
- c. Other Non-major Governmental Funds transferred \$593,000 to the General Fund for general purposes.
- d. Other Non-major Governmental Funds transferred \$3,672,614 to the Capital Improvements Fund for reimbursement of capital improvement program projects.
- e. The Internal Service Funds transferred \$310,000 to the General Fund for general purposes.
- f. The Internal Service Funds transferred \$56,064 to the Capital Improvements Fund for reimbursement of capital improvement program projects.
- g. The Water Utility Fund transferred \$5,000 to the General Fund for general purposes.
- h. The Water Utility Fund transferred \$178,667 to reimburse the Capital Improvements Fund for capital improvement program projects that are not subject to being capitalized.
- i. The Sewer Utility Fund transferred \$5,000 to the General Fund for general purposes.
- j. The Sewer Utility Fund transferred \$74,523 to reimburse the Capital Improvements Fund for capital improvement program projects that are not subject to being capitalized.
- k. The Other Enterprise Funds transferred \$621,100 to the General Fund which the majority of this transfer was from the Sanitation Fund for franchise fees collected from our contract refuse hauling company.
- l. The Other Enterprise Funds transferred \$7,949 to reimburse the Capital Improvements Fund for capital improvement program projects that are not subject to being capitalized.

**CITY OF BREA**

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 6: Capital Assets**

Summary of changes in capital assets for the governmental activities for the year ended June 30, 2014, is as follows:

	Beginning Balance	Transfers	Additions	Disposals	Ending Balance
<b>Governmental Activities:</b>					
Capital assets, not being depreciated:					
Land	\$ 45,669,235	\$ -	\$ -	\$ -	\$ 45,669,235
Construction-in-progress	4,667,311	(7,368,935)	6,409,911	-	3,708,287
Total Capital Assets, not being depreciated	50,336,546	(7,368,935)	6,409,911	-	49,377,522
Capital assets, being depreciated:					
Structures and improvements	83,985,785	1,723,726	-	-	85,709,511
Equipment	24,725,004	275,926	507,439	(1,695,918)	23,812,451
Infrastructure	115,943,167	5,369,283	-	-	121,312,450
Total Capital Assets, being depreciated	224,653,956	7,368,935	507,439	(1,695,918)	230,834,412
Less accumulated depreciation:					
Structures and improvements	(35,996,568)	-	(2,745,635)	-	(38,742,203)
Equipment	(17,733,450)	-	(1,602,332)	1,679,622	(17,656,160)
Infrastructure	(48,809,266)	-	(3,324,572)	-	(52,133,838)
Total Accumulated depreciation	(102,539,284)	-	(7,672,539)	1,679,622	(108,532,201)
Total capital assets, being depreciated, net	122,114,672	7,368,935	(7,165,100)	(16,296)	122,302,211
Governmental Activities Capital Assets, Net	<u>\$ 172,451,218</u>	<u>\$ -</u>	<u>\$ (755,189)</u>	<u>\$ (16,296)</u>	<u>\$ 171,679,733</u>
<b>Business-Type Activities:</b>					
Capital assets, not being depreciated:					
Land	\$ 2,074,536	\$ -	\$ -	\$ -	\$ 2,074,536
Construction-in-progress	8,885,293	(5,884,904)	1,295,933	-	4,296,322
Total Capital Assets, not being depreciated	10,959,829	(5,884,904)	1,295,933	-	6,370,858
Capital assets, being depreciated:					
Equipment	316,357	-	-	(27,583)	288,774
Infrastructure	99,554,650	5,884,904	30,622	-	105,470,176
Total Capital Assets, being depreciated	99,871,007	5,884,904	30,622	(27,583)	105,758,950
Less accumulated depreciation:					
Equipment	(309,405)	-	(4,316)	26,203	(287,518)
Infrastructure	(44,103,339)	-	(2,409,951)	-	(46,513,290)
Total Accumulated depreciation	(44,412,744)	-	(2,414,267)	26,203	(46,800,808)
Total capital assets, being depreciated, net	55,458,263	5,884,904	(2,383,645)	(1,380)	58,958,142
Business-Type Activities Capital Assets, Net	<u>\$ 66,418,092</u>	<u>\$ -</u>	<u>\$ (1,087,712)</u>	<u>\$ (1,380)</u>	<u>\$ 65,329,000</u>

**CITY OF BREA**

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 6: Capital Assets (Continued)**

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:

City:

General government	\$ 1,342,636
Public safety	569,718
Community development	20,022
Community services	543,527
Public works	4,441,391
Total City	<u>6,917,294</u>

Internal service:

Vehicle maintenance	663,051
Building occupancy	92,194
Total internal service	<u>755,245</u>
Total Governmental Activities	<u>\$ 7,672,539</u>

Business-Type Activities:

Water utility	\$ 2,021,787
Sewer utility	390,467
Urban runoff	938
Information Technology External Support	1,075
Total Business-Type Activities	<u>\$ 2,414,267</u>

**Note 7: Long-Term Debt**

**a. Governmental Activities Long-Term Debt**

A summary of changes in governmental activities long-term debt for the year ended June 30, 2014, is noted below:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Lease Revenue Bonds					
2010 lease revenue bonds	\$ 2,760,000	\$ -	\$ -	\$ 2,760,000	\$ -
Capital leases payable	4,659,564	-	(490,155)	4,169,409	516,719
Compensated absences payable	2,706,077	3,158,994	(3,266,395)	2,598,676	1,949,007
Other post employment benefits obligation	3,690,010	1,385,000	(811,722)	4,263,288	-
Claims and Judgments (Note 10)	5,071,498	629,798	(1,418,889)	4,282,407	1,198,119
	<u>\$ 18,887,149</u>	<u>\$ 5,173,792</u>	<u>\$ (5,987,161)</u>	<u>\$ 18,073,780</u>	<u>\$ 3,663,845</u>



**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 7: Long-Term Debt (Continued)**

**Lease Revenue Bonds**

2010 Lease Revenue Bonds

The \$2,835,000 principal amount of the 2010 Lease Revenue Bonds was issued by the Brea Public Financing Authority in April 2010. The proceeds will be used to finance a portion of the costs of the installation of photovoltaic energy systems and energy efficient improvements on city property. The Authority elected to treat the bonds as "Build America Bonds" under Section 54AA(g)(2) of the Tax Code which made the Authority eligible for cash subsidy payments from the United States Treasury equal to 35% of the interest payable on the bonds. These are referred to as "refundable credits" in the bond indenture and are recorded as intergovernmental revenue in the accompanying basic financial statements. These refundable credits are pledged for the payment of the bonds.

Bonds maturing on April 1, 2011 are serial bonds payable in one annual installment of \$75,000 bearing interest of 1.31 %. Bonds maturing on April 1, 2030, in the amount of \$1,260,000 are term bonds and bear interest at 6.734%. Installments are \$380,000, \$420,000 and \$460,000 and are due in 2028, 2029 and 2030. Bonds maturing on April 1, 2036, in the amount of \$1,500,000, are term bonds and bear interest at 6.884%. Installments range from \$165,000 to \$510,000 every year from 2031 to 2036.

Bonds are payable from the lease payments to be made by the City of Brea for the leasing of certain real property pursuant to the lease agreement dated April 1, 2010. The required reserve for the 2010 lease revenue bonds is \$261,807. As of June 30, 2014, the reserve amount was \$263,162.

The outstanding balance at June 30, 2014, was \$2,760,000.

The debt service schedule of the 2010 Lease Revenue Bonds are as follows:

<u>Fiscal Year Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ -	\$ 188,108	\$ 188,108
2016	-	188,108	188,108
2017	-	188,108	188,108
2018	-	188,108	188,108
2019	-	188,108	188,108
2020-2024	-	940,542	940,542
2025-2029	800,000	914,953	1,714,953
2030-2034	1,510,000	406,843	1,916,843
2035-2036	450,000	47,155	497,155
Total	<u>\$ 2,760,000</u>	<u>\$ 3,250,033</u>	<u>\$ 6,010,033</u>

**Capital Leases**

In February 2006, the City entered into a lease agreement with LaSalle National Leasing Corporation to acquire new energy management equipment. Per the lease agreement, the semi-annual payments of \$87,091 are due in February and August of each year with the final payment due in February 2018. The outstanding balance at June 30, 2014, was \$629,409.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**


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**Note 7: Long-Term Debt (Continued)**

In April 2010, the City entered into Equipment Lease Purchase Agreement with Banc of America Leasing & Capital, LLC to finance the Brea Civic and Cultural Center Project, the Brea Community Center Project and Berry Street Reservoir Project. Per the lease agreement, semi annual payments ranging from \$11,467 to \$492,288 are due in April and October with the final payment due in April 2027. The outstanding balance at June 30, 2014, was \$3,540,000.

The gross amount of assets acquired through capital lease is as follows:

Land	\$ 924,850
Equipment	9,549,414
Total	<u>\$ 10,474,264</u>

Total capital leases payable outstanding at June 30, 2014, was \$4,169,409.

The debt service schedules of these leases are as follows:

Fiscal Year Ending June 30,	
2015	\$ 772,866
2016	773,964
2017	488,447
2018	499,726
2019	340,531
2020-2024	1,854,165
2025-2027	<u>1,187,275</u>
Total minimum lease payments	5,916,974
Less: amount representing interest	<u>(1,747,565)</u>
Present value of minimum lease payment	<u>\$ 4,169,409</u>

**Compensated Absences**

The City's policies relating to compensated absences are described in Note 1. The Governmental Activities' liability, at June 30, 2014, will be paid in future years from the General Fund, Vehicle Maintenance Fund, and Building Occupancy Fund in amounts of \$2,516,515, \$34,391 and \$47,770, respectively. Total compensated absences at June 30, 2014, were \$2,598,676.

**Other Post Employment Benefits Obligation**

Other post employment benefits obligation will be repaid in future years from the general fund. See Note 9 for more information. The amount of other post employment benefits obligation at June 30, 2014, was \$4,263,288.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**
**Note 7: Long-Term Debt (Continued)****b. Business-Type Activities Long-Term Debt**

A summary of changes in business-type activities long-term debt for the year ended June 30, 2014, is noted below:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Water Revenue Bonds					
2009 Water Revenue Bonds	\$ 24,460,000	\$ -	\$ (520,000)	\$ 23,940,000	\$ 535,000
2010 Water Revenue Bonds	11,865,000	-	(455,000)	11,410,000	480,000
Compensated absences payable	211,399	308,344	(258,008)	261,735	196,301
<b>Totals</b>	<b>\$ 36,536,399</b>	<b>\$ 308,344</b>	<b>\$ (1,233,008)</b>	35,611,735	<b>\$ 1,211,301</b>
			Bond discount	(310,666)	
			Bond premium	39,390	
			<b>Total long-term debt</b>	<b>\$ 35,340,459</b>	

**Water Revenue Bonds****2009 Water Revenue Bonds**

In May of 2009, the Brea Public Financing Authority issued \$25,800,000 of 2009 Water Revenue Bonds structured into two series. The \$12,855,000 2009 Water Revenue Refunding Bond Series A and the \$12,945,000 2009 Water Revenue Bonds, Series B. The proceeds from Series A bonds was used to current refund all of the remaining outstanding 1998 Water Revenue Bonds and proceeds from the Series B Bonds financed the acquisition of additional water rights and various capital projects relating to the Water System. Proceeds were also used to fund a debt service reserve fund and pay cost of issuance expenses.

Series A bonds consist of \$12,855,000 serial bonds and term bonds. Bonds maturing in the years 2010 through 2027 are serial bonds payable in annual installments of \$335,000 to \$885,000 and bear interest at 2.0% to 4.75%. Bonds maturing July 1, 2029, in the amount of \$1,375,000 are term bonds and bear interest at 4.75%. Series B bonds consist of \$12,945,000 term bonds. Bonds mature from 2029 through 2039 in annual installments of \$525,000 to \$1,495,000 and bear interest at 6.75%.

The required reserve for the 2009 Water Revenue Bonds is \$1,819,094. As of June 30, 2014, the reserve was \$1,882,420 being held in the Water Fund of the City of Brea. The outstanding balance at June 30, 2014, was \$23,940,000.

**2010 Water Revenue Bonds**

In April of 2010, the Brea Public Financing Authority sold \$12,295,000 of water revenue bonds into two series. Both Series A and B were issued to finance a portion of the costs of the installation of photovoltaic energy systems and energy efficient improvements at the City. Proceeds were also used to fund a debt service reserve fund and pay issuance costs and capitalized interest on the bonds through the end of the construction phase.

Series A bonds consist of \$2,410,000 of tax exempt serial bond maturing on July 1 of each year beginning in 2012 through 2016. Annual principal installments range from \$430,000 to \$540,000. Interest is payable July 1 and January 1 of each year and range from 2% to 4%.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 7: Long-Term Debt (Continued)**

Series B bonds consist of \$9,885,000 of federally taxable "Build America Bonds." \$2,195,000 of these bonds are serial bonds maturity on July 1 of each year beginning in 2017 through 2025. Annual principal installments range from \$125,000 to \$385,000. Interest payments are due July 1 and January 1 of each year and range from 4.37% to 5.99%. The remaining \$7,690,000 are term bonds due maturing on July 1, 2030 and July 1, 2036 in the amounts of \$2,685,000 and \$5,005,000. The Series B bonds are also subject to mandatory sinking fund requirements. These "Build America Bonds" under Section 54AA(g)(1) of the Tax Code make the Authority eligible for cash subsidy payments from the United States Treasury equal to 35% of the interest payable on the bonds. These are referred to as "refundable credits" in the bond indenture and are recorded as federal interest subsidy revenue in the accompanying basic financial statements. These refundable credits are pledged for the payment of the bonds.

The required reserve for the 2010 Water Revenue Bonds, Series A and B is \$233,579 and \$958,060, respectively. As of June 30, 2014, the reserve amount was \$257,291 and \$1,055,210, respectively.

The outstanding balance at June 30, 2014, was \$11,410,000.

**Water Revenue Bonds Debt Coverage Requirement**

The City has covenanted that gross revenues less operation and maintenance costs as defined in the bond document shall be at least 1.25 times the sum of all debt service on all parity obligations. Gross revenues for the year ended June 30, 2014, were \$19,302,802. Operation and maintenance costs for the year ended June 30, 2014, were \$11,873,994, excluding depreciation. This resulted in a debt coverage ratio of 2.47 for the year ended June 30, 2014.

**Pledged Revenues**

Future net revenues of the Water Utility Fund for each year's debt service payment are pledged until the extinguishment of the debt in 2040 and are not available for other uses. Remaining principal and interest payments on this debt as of June 30, 2014, is \$68,445,776.

The debt service schedules of these Water Revenue Bonds are as follows:

<u>Fiscal Year Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ 1,015,000	\$ 2,003,652	\$ 3,018,652
2016	1,060,000	1,970,508	3,030,508
2017	1,110,000	1,930,614	3,040,614
2018	715,000	1,896,041	2,611,041
2019	760,000	1,866,558	2,626,558
2020-2024	4,635,000	8,784,762	13,419,762
2025-2029	6,420,000	7,470,641	13,890,641
2030-2034	8,865,000	5,190,836	14,055,836
2035-2039	9,275,000	1,931,708	11,206,708
2040-2041	1,495,000	50,456	1,545,456
Total	<u>\$ 35,350,000</u>	<u>\$ 33,095,776</u>	<u>\$ 68,445,776</u>

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 7: Long-Term Debt (Continued)**

**Compensated Absences**

The City's policies relating to compensated absences are described in Note 1. This liability at June 30, 2014, will be paid in future years by the enterprise funds. Total compensated absences at June 30, 2014, were \$261,735.

**c. Debt Without Government Commitment**

**Assessment District Bonds**

The special assessment bonds are secured by valid assessment liens upon certain lands within the special assessment district and are not direct liabilities of the City and, accordingly, are not included in the accompanying general purpose financial statements. The City has no obligation beyond the balances in the designated agency funds for any delinquent assessment district bond payments. If delinquencies occur beyond the amounts held in the reserve funds created from bond proceeds, the City has no duty to pay the delinquency out of any available funds of the City. Neither the full faith and credit nor taxing power of the City is pledged to the payment of the bonds. The City acts solely as an agent for those paying assessments and for the bondholders.

In December 1997, the City issued for and on behalf of the Community Facilities District No. 1996-1 (Downtown Brea Public Improvements) \$3,235,000 aggregate principal amount of 1997 Special Tax Bonds to finance the acquisition of certain public improvements with appurtenant work and incidental expenses within the District. The Bonds were issued pursuant to the Mello-Roos Community Facilities Act of 1982 and are payable from proceeds of annual special tax levied on property within the District. Bonds maturing in the years 1999 to 2012 are serial bonds payable in annual installments of \$60,000 to \$145,000 while bonds maturing in the year 2016, in the amount of \$670,000, and in the year 2021, in the amount of \$1,095,000 are term bonds. The interest rates on the bonds range from 4.20% to 6.00%. The outstanding balance was paid in full as of June 30, 2014.

In December 1999, the City borrowed for and on behalf of the Community Facilities District No. 1990-1 (Imperial Center East) \$1,478,000 principal amount of 1999 Special Tax Refunding Note to current refund the District's 1990 Special Tax Bonds. The money borrowed was pursuant to the Mello-Roos Community Facilities Act of 1982 and is payable from the proceeds of an annual special tax levied on the property within the District. The note matures from 2000 to 2015, with annual installments ranging from \$99,000 to \$122,000 per year. The interest rate on the note is 5.780%. The outstanding balance at June 30, 2014, was \$244,000.

In September 2003, the City issued for and on behalf of the Community Facilities District No. 1988-1 (Fairway Center) \$2,580,000 aggregate principal amount of 2003 Special Tax Refunding Bonds to current refund in full the Community Facilities District No. 1988-1 (Fairway Center) 1997 Special Tax Refunding Bonds. The bonds were issued pursuant to the Mello-Roos Community Facilities Act of 1982 and are payable from the proceeds of an annual special tax levied on property within the District. The bonds mature from 2004 through 2026, with annual installments ranging from \$65,000 to \$190,000 per year. The interest rates on the bonds range from 1.75% to 6.10%. The outstanding balance was paid in full as of June 30, 2014.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 7: Long-Term Debt (Continued)**

In June 2005, the Brea Public Financing Authority issued \$15,405,000 Brea Public Financing Authority 2005 Series A Local Agency Revenue Bonds for and on behalf of the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) and the Brea Olinda Unified School District Community Facilities District No. 95-1 (Olinda Heights). The Brea Olinda Unified School District Community Facilities District Bonds are not part of the City; therefore, additional information is not provided. \$6,665,000 of the City of Brea Community Facilities District Bonds were to current refund in full of the Community facilities District No. 1997-1 (Olinda Heights Public Improvements) 1998 Special Tax Bonds. The bonds were issued pursuant to the Mello-Roos Community Facilities Act of 1982, and are payable from the proceeds of annual special tax to be levied on property. The bonds mature from 2006 to 2028, with annual installments ranging from \$195,000 to \$430,000 per year. The interest rates on the bonds range from 2.500% to 4.125%. The outstanding balance at June 30, 2014, was \$4,925,000.

In December 2009, the City of Brea on behalf of the City of Brea Community Facilities District No. 2008- 2 issued \$8,145,000 in bonds known as the Brea Plaza Area Public Improvements 2009 Special Tax Bonds to finance acquisition and construction of certain public capital improvements in Brea Plaza. Proceeds will also be used to pay administrative expenses of the Community Facilities District, bond issuance costs, and capitalized interest on the bonds through the end of the construction. These bonds are not obligations of the City and will be paid solely from special tax revenues levied on certain property within the Community Facilities District. The bonds mature from 2012 to 2039, with annual installments including sinking fund requirements range from \$50,000 to \$765,000 per year. The interest rates on the bonds range from 4% to 7%. The outstanding balance at June 30, 2014, was \$8,040,000.

In February 2014, the City issued for and on in behalf of the Community Facilities District No. 1996-1 (Downtown Brea Public Improvements) \$1,630,000 aggregate principal amount of 2014 Special Tax Refunding Bonds to current refund in full the Community Facilities District No. 1996-1 (Downtown Brea Public Improvements) 1997 Special Tax Bonds. The bonds were issued pursuant to the Mello-Roos Community Facilities Act of 1982 and are payable from the proceeds of an annual special tax levied on property within the District. The bonds mature from 2014 to 2021, with annual installments ranging from \$165,000 to \$225,000 per year. The annual interest rate on the bonds is 2.580%. The outstanding balance at June 30, 2014, was \$1,630,000.

**Note 8: Defined Benefit Pension Plan**

**Plan Description**

The City of Brea contributes to the California Public Employees Retirement System ("PERS"), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statutes and City ordinance. Copies of PERS' annual financial report may be obtained from their executive office: 400 P Street, Sacramento, California 95814.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 8: Defined Benefit Pension Plan (Continued)**

**Funding Policy**

Participants are required to contribute 7% (9% for safety employees) of their annual covered salary. As of July 1, 2011, employees covered under the miscellaneous plan and the safety plan were required to contribute 1.125% and 2.250%, respectively, of the required employee contributions. The City contributes the remaining employee portions on behalf of employees covered under the safety and miscellaneous plans of 5.875%, and 6.750%, respectively. For the year ended June 30, 2014, the amount contributed by the City on behalf of the employees was \$856,356. The City is required to contribute at an actuarially determined rate calculated as a percentage of covered payroll. The employer's required contribution rate for the year ended June 30, 2014, was 13.066% for miscellaneous employees and 32.336% for safety employees. Separately funded plans have been established for each employee group. Benefit provisions and all other requirements are established by state statute and City contract with employee bargaining groups.

**Required Contribution**

For the year ended June 30, 2014, the City's annual pension cost (employer contribution) of \$3,764,571 for safety and \$2,031,511 for miscellaneous employees was equal to the City's required and actual contributions. The required contribution was determined as part of the June 30, 2013, actuarial valuation using the entry age normal actuarial cost method.

A summary of principle assumptions and methods used to determine the annual required contribution is shown below:

Valuation Date	June 30, 2011
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization Method	Level Percent of Payroll
Average Remaining Period	25 Years as of the Valuation Date for Miscellaneous Employees 32 Years as of the Valuation Date for Safety Employees
Asset Valuation Method	15 Year Smoothed Market
Actuarial Assumptions	
Investment Rate of Return	7.50% (net of administrative expense)
Projected Salary Increases	3.30% to 14.20% depending on age, service and type of employment
Inflation	2.75%
Payroll Growth	3.00%
Individual Salary Growth	A merit scale varying by duration of employment coupled with an assumed annual inflation component of 2.75% and an annual production growth of 0.25%

Initial unfunded liabilities are amortized over a closed period that depends on the plan's date of entry into CalPERS. Subsequent plan amendments are amortized as a level percent of pay over a closed 20-year period. Gains and losses that occur in the operation of the plan are amortized over a 30 year rolling period, which results in an amortization of 6% of unamortized gains and losses each year. If the plan's accrued liability exceeds the actuarial value of plan assets, the amortization payment on the total unfunded liability may not be lower than the payment calculated over a 30-year amortization period.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 8: Defined Benefit Pension Plan (Continued)**

Safety Plan			
Three-Year Trend Information			
Fiscal Year	Annual Pension Cost (APC) (Employer Contribution)	Percentage of APC Contributed	Net Pension Obligation
6/30/2012	\$ 4,588,912	100%	\$ -
6/30/2013	3,994,912	100%	-
6/30/2014	3,764,571	100%	-

Miscellaneous Plan			
Three-Year Trend Information			
Fiscal Year	Annual Pension Cost (APC) (Employer Contribution)	Percentage of APC Contributed	Net Pension Obligation
6/30/2012	\$ 1,673,190	100%	\$ -
6/30/2013	1,863,614	100%	-
6/30/2014	2,031,511	100%	-

**Funded Status and Funding Progress**

Safety Employees – As of June 30, 2013, the most recent actuarial valuation date, the plan was 69.0 percent funded. The actuarial accrued liability for benefits was \$202,767,046, and the actuarial value of assets was \$140,001,347, resulting in an unfunded actuarial accrued liability (“UAAL”) of \$62,765,699. The covered payroll (annual payroll of active employees covered by the plan) was \$11,359,365, and the ratio of the UAAL to the covered payroll was 552.5 percent.

Schedule of Funding Progress for PERS  
Safety Plan

Actuarial Valuation Date	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Annual Covered Payroll	Unfunded Liability as % of Payroll
6/30/2011	\$ 186,247,711	\$ 146,056,253	\$ 40,191,458	78.4%	\$ 15,035,741	267.3%
6/30/2012	191,751,750	152,827,533	38,924,217	79.7%	14,695,318	264.9%
6/30/2013	202,767,046	140,001,347	62,765,699	69.0%	11,359,365	552.5%

Miscellaneous Employees – As of June 30, 2013, the most recent actuarial valuation date, the plan was 75.1 percent funded. The actuarial accrued liability for benefits was \$108,204,735 and the actuarial value of assets was \$81,221,226 resulting in an UAAL of \$26,983,509. The covered payroll (annual payroll of active employees covered by the plan) was \$15,024,118, and the ratio of the UAAL to the covered payroll was 179.6 percent.

Schedule of Funding Progress for PERS  
Miscellaneous Plan

Actuarial Valuation Date	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Annual Covered Payroll	Unfunded Liability as % of Payroll
6/30/2011	\$ 97,834,352	\$ 83,443,780	\$ 14,390,572	85.3%	\$ 14,691,017	98.0%
6/30/2012	102,226,046	87,360,704	14,865,342	85.5%	14,569,909	102.0%
6/30/2013	108,204,735	81,221,226	26,983,509	75.1%	15,024,118	179.6%



**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 9: Other Post Employment Benefits**

**Plan Description**

In addition to providing pension benefits, the City provides medical insurance for certain employees after they separate from the City, through a single-employer defined benefit plan as provided under the City's contractual agreements with members from each unit. Members who retire from the City on or after attaining the age of 50 with at least five years of service are eligible for these benefits. A separate annual financial report is not available for this plan.

**Funding Policy**

Currently the City funds retiree healthcare benefits on a pay-as-you-go basis, paying a maximum of \$350 per month for retiree benefits from the City funds as they are due with no pre-funding for future years. The City recognizes expenditure for its share of the annual premiums as these benefits become due. For fiscal year ended June 30, 2014, the City paid \$811,722 for benefits of 211 retired employees.

**Annual OPEB Cost and Net OPEB Obligation**

The City's annual other post-employment benefit ("OPEB") cost is calculated based on the annual required contribution of the employer ("ARC"), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation:

Annual required contribution (ARC)	\$ 1,523,000
Interest on net pension obligation	131,000
Adjustment to ARC	<u>(269,000)</u>
Annual OPEB cost	1,385,000
Contribution made	<u>811,722</u>
Increase (decrease) in net OPEB obligation	573,278
Net OPEB obligation - July 1, 2013	<u>3,690,010</u>
Net OPEB obligation - June 30, 2014	<u><u>\$ 4,263,288</u></u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year ended June 30, 2014, and the two preceding years were as follows:

Fiscal Year	Annual OPEB Cost	OPEB Cost Contributed	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
6/30/2012	\$ 1,523,000	\$ 697,610	45.80%	\$ 3,142,728
6/30/2013	1,324,000	776,718	58.66%	3,690,010
6/30/2014	1,385,000	811,722	58.61%	4,263,288

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 9: Other Post Employment Benefits (Continued)**

**Funded Status and Funding Progress**

The required contribution is based on projected pay-as-you-go financing requirements with additional amount to prefund benefits as determined annually by the City under an actuarial valuation. Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trends.

Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress below presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. This is the latest information available:

Actuarial Valuation Date	Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability	Funded Ratio	Annual Covered Payroll	Unfunded Liability as % of Payroll
6/30/2007	\$ 17,585,000	\$ -	\$ 17,585,000	0.0%	\$ 28,856,000	60.9%
6/30/2009	17,269,000	-	17,269,000	0.0%	27,603,000	62.6%
6/30/2011	18,197,000	-	18,197,000	0.0%	24,983,000	72.8%

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point.

The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The actuarial valuation, dated June 30, 2011, used the Entry Age Normal actuarial cost method, a discount rate of 4.00% which is the long-term expected rate of return on the City's investment fund, an annual general inflation rate of 3.00%, and an annual aggregate payroll increase of 3.25%. Annual healthcare cost trend 8.5% to 8.9%, reduced by decrements of 0.5% per year to an ultimate rate of 5% after 2021. The unfunded accrued actuarial liability (UAAL) is being amortized over a closed 26-year period as a level percentage of payroll. As of the actuarial valuation date, the City had 252 active participants and 201 retirees receiving benefits.

**Note 10: Self-Insurance Program**

The City is a member of the California Insurance Pool Authority ("CIPA"). CIPA, a consortium of 12 cities in Los Angeles County and Orange County, California, that was established to pool resources, share risks, purchase excess insurance and to share costs for professional risk management and claims administration.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 10: Self-Insurance Program (Continued)**

At June 30, 2014, the City was self-insured for workers' compensation up to \$400,000 per occurrence and general liability and auto liability insurance up to \$350,000 per occurrence. The coverage for general and auto liability extends to \$20,000,000 per occurrence with a \$20,000,000 annual pooled aggregate. Member agencies may be assessed the difference between funds available and the \$20,000,000 annual pooled aggregate in proportion to their annual premium. Settled claims have not exceeded this commercial coverage in the past three years.

The Governing Board is comprised of one member from each participating city and is responsible for the selection of management and for the budgeting and financial management of CIPA. At the termination of the risk pool agreement and after all claims have been settled, any excess or deficit will be divided among the cities in proportion to the aggregate amount of contribution made by each.

At June 30, 2014, \$4,282,407 has been accrued for general liability and workers' compensation claims in the Internal Service Risk Management Fund. These amounts represent estimates of amounts to be paid for reported claims and incurred but not yet reported claims based upon past experience, modified for current trends and information. While the ultimate amount of losses incurred through June 30, 2014, is dependent on future developments, based upon information from the City Attorney, the City's claims administrators and others involved with the administration of the programs, City management believes the accrual is adequate to cover such losses.

Changes in the claims liability amounted to the following for the years ended June 30:

Fiscal Year Ended	Beginning Balance	Claims and Changes in Estimates	Claim Payments	Ending Balance
2012	\$ 4,342,063	\$ 2,926,186	\$ (1,826,837)	\$ 5,441,412
2013	5,441,412	2,257,620	(2,627,534)	5,071,498
2014	5,071,498	629,798	(1,418,889)	4,282,407

During the past three fiscal years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in pooled or insured liability coverage from coverage in the prior year.

CITY OF BREA

NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014

Note 11: Fund Balance Classifications

Fund balances in the governmental funds at June 30, 2014, have been classified as follows:

	General	Special Revenue Fund Housing Successor	Capital Projects Fund Capital Improvements	Other Governmental Funds	Total
<b>Nonspendable:</b>					
Notes and loans	\$ -	\$ 18,144,052	\$ -	\$ 68,000	\$ 18,212,052
Advances to other funds	1,096,665	-	-	-	1,096,665
<b>Total nonspendable</b>	<b>1,096,665</b>	<b>18,144,052</b>	<b>-</b>	<b>68,000</b>	<b>19,308,717</b>
<b>Restricted:</b>					
Debt service	293,713	-	-	-	293,713
Prop 172	559,767	-	-	-	559,767
COPS	12,504	-	-	-	12,504
Lighting and maintenance districts	295,510	-	-	-	295,510
Low and moderate income housing	-	805,093	-	-	805,093
Capital projects	-	-	13,380,883	-	13,380,883
Gas tax	-	-	-	936,631	936,631
Narcotic enforcement	-	-	-	1,141,393	1,141,393
Air quality improvement	-	-	-	154,765	154,765
Park development	-	-	-	848,016	848,016
Measure M	-	-	-	577,574	577,574
Affordable housing trust	-	-	-	2,095,325	2,095,325
Blackstone CFD	-	-	-	1,773,775	1,773,775
Capital and mitigation improvement	-	-	-	7,078,400	7,078,400
Storm drain	-	-	-	253,475	253,475
<b>Total restricted</b>	<b>1,161,494</b>	<b>805,093</b>	<b>13,380,883</b>	<b>14,859,354</b>	<b>30,206,824</b>
<b>Committed:</b>					
Asset replacement	8,649,210	-	-	-	8,649,210
<b>Total committed</b>	<b>8,649,210</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,649,210</b>
<b>Assigned:</b>					
Community center	800,857	-	-	-	800,857
<b>Total assigned</b>	<b>800,857</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>800,857</b>
<b>Unassigned:</b>					
General Fund	21,046,657	-	-	-	21,046,657
Other Governmental Funds	-	-	-	(89,971)	(89,971)
<b>Total unassigned</b>	<b>21,046,657</b>	<b>-</b>	<b>-</b>	<b>(89,971)</b>	<b>20,956,686</b>
<b>Total</b>	<b>\$ 32,754,883</b>	<b>\$ 18,949,145</b>	<b>\$ 13,380,883</b>	<b>\$ 14,837,383</b>	<b>\$ 79,922,294</b>

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 12: Deficit Fund Balance or Net Position**

The following nonmajor funds have a deficit at June 30, 2014:

Community Development Block Grant	\$ 55,948
Midbury	34,023
Sanitation	216,047

The City expects to eliminate these deficits with anticipated future revenues from grants, special assessments and fee for services.

**Note 13: Construction and Other Significant Commitments**

The following material construction commitments existed at June 30, 2014:

<u>Project Name</u>	<u>Contract Amount</u>	<u>Expenditures to date as of June 30, 2014</u>	<u>Remaining Commitments</u>
Berry Street and Imperial Highway Sewer Main Replacement	\$ 769,848	\$ -	\$ 769,848
Imperial Highway Greenbelt Improvements	797,746	-	797,746
Total			<u>\$ 1,567,594</u>

**Note 14: Contingencies**

The City is a defendant in several pending lawsuits of a nature common to many similar jurisdictions. City management estimates that the potential claims against the City not covered by insurance resulting from such litigation would not materially affect the financial position of the City.

The City incurs various costs under federal and state grant reimbursement programs and records the related revenue and receivables for grant claims. Such grant claims are subject to final audit by federal and state agencies.

**Note 15: California Redevelopment Agency Dissolution**

On December 29, 2011, the California Supreme Court upheld Assembly Bill X1 26 ("the Bill") that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of Brea that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the city or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On August 25, 2011, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with the Bill as part of City resolution number 2011-085.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 15: California Redevelopment Agency Dissolution**

In future fiscal years, successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

The Bill directed the State Controller of the State of California to review the propriety of any transfers of assets between redevelopment agencies and other public bodies that occurred after January 1, 2011. If the public body that received such transfers was not contractually committed to a third party for the expenditure or encumbrance of those assets, the State Controller was required to order the available assets to be transferred to the public body designated as the successor agency by the Bill.

Management believes, in consultation with legal counsel, that the obligations of the former redevelopment agency due to the City are valid enforceable obligations payable by the successor agency trust under the requirements of the Bill. The City's position on this issue is not a position of settled law and there is considerable legal uncertainty regarding this issue. It is reasonably possible that a legal determination may be made at a later date by an appropriate judicial authority that would resolve this issue unfavorably to the City.

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012. After the date of dissolution, the assets and activities of the dissolved redevelopment agency are reported in a fiduciary fund (private purpose trust fund) in the financial statements of the City.

**a. Cash and investments**

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments	\$ 2,890,457
Cash and investments with fiscal agent	<u>33,925,905</u>
	<u>\$ 36,816,362</u>

**b. Loans Receivable**

The City (through the former redevelopment agency) has made long term loans to various developers and organizations to stimulate development in the City and remove blight in designated project areas. The outstanding balance at June 30, 2014, is as follows:

Rehabilitation Loans	\$ 35,290
Developer/ Organization Loans:	
Brea Improv	444,186
Brea Olinda Unified School District	<u>2,172,593</u>
Total notes, loans and deferred loans receivable	<u>\$ 2,652,069</u>

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 15: California Redevelopment Agency Dissolution (Continued)**

**c. Long-Term Debt**

A description of long-term debt outstanding (excluding defeased debt) of the Successor Agency as of June 30, 2014, follows:

	Beginning Balance	Defeased	Additions	Repayments	Ending Balance	Due Within One Year
Tax Allocation Bonds						
2001 Tax Allocation Refunding Bonds, Series A	\$ 38,735,000	\$ (36,205,000)	\$ -	\$ (2,530,000)	\$ -	\$ -
2003 Tax Allocation Bonds	98,966,628	(68,390,000)	511,781	(4,340,000)	26,748,409	-
2008 Tax Allocation Bonds Series A	15,790,000	-	-	(815,000)	14,975,000	855,000
2008 Tax Allocation Bonds Series B	1,765,000	-	-	(70,000)	1,695,000	75,000
2011 Tax Allocation Bonds Series A	20,605,913	-	1,195,135	(30,000)	21,771,048	22,816
2011 Tax Allocation Bonds Series B	10,295,000	-	-	(85,000)	10,210,000	85,000
2013 Tax Allocation Bonds	-	-	96,620,000	-	96,620,000	8,170,000
Lease Revenue Bonds						
2004 Refunding Lease Revenue Bonds	2,670,000	-	-	(255,000)	2,415,000	265,000
2010 Refunding Lease Revenue Bonds	7,870,000	-	-	(750,000)	7,120,000	770,000
	<u>\$ 196,697,541</u>	<u>\$ (104,595,000)</u>	<u>\$ 98,326,916</u>	<u>\$ (8,875,000)</u>	181,554,457	<u>\$ 10,242,816</u>
				Unamortized bond discounts and premiums	10,266,390	
					<u>\$ 191,820,847</u>	

**Tax Allocation Bonds**

**2001 Tax Allocation Refunding Bonds, Series A**

In June 2001, the former Brea Redevelopment Agency issued \$56,170,000 principal amount of Brea Redevelopment Agency 2001 Tax Allocation Refunding Bonds, Series A. The proceeds were used in the aggregate to: 1) repay a portion of a loan made to the Agency by the Brea Public Financing Authority in connection with the 1991 Tax Allocation Revenue Bonds, Series A issued by the Authority and to defease a corresponding portion of such bonds, and 2) repay a loan made to the Agency by the Brea Public Financing Authority in connection with the 1991 Tax Allocation Revenue Bonds, Series C and to defease the corresponding outstanding bonds.

The bonds consist of \$41,375,000 serial bonds maturing in the years 2002 to 2020, payable August 1 in annual installments of \$710,000 to \$3,535,000. The bonds bear interest at 4.0% to 5.5%. Bonds maturing after August 1, 2020, in the amount of \$14,795,000 are term bonds and bear interest at 5.0%.

Serial bonds maturing on or after August 1, 2012, are subject to redemption in whole or in part at the option of the Agency from any available source of funds. Term bonds maturing on August 1, 2023, are subject to mandatory redemption in part by lot on August 1, 2021, August 1, 2022 and August 1, 2023, in the amounts of \$3,730,000, \$3,400,000 and \$7,665,000, respectively, from sinking fund payments made by the Agency.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 15: California Redevelopment Agency Dissolution (Continued)**

The bonds are secured by a first pledge on all of the tax revenues on parity with the 2003 and 2011 Tax Allocation Bonds. Bonds are further secured by a financial guarantee insurance policy in an amount equal to the Series A bond reserve requirement; no cash reserve is required to be established.

In December 2013, the Successor Agency issued the 2013 Tax Allocation Refunding Bonds to redeem the outstanding balance of the 2001 Tax Allocation Refunding Bonds, Series A. Upon issuance of the 2013 Bonds, a portion of the sale proceeds of the 2013 Bonds was transferred to the 2001A Escrow Fund. On the redemption date, moneys deposited in the escrow fund was used to pay the redemption price for the refunded bonds. As a result, the liability for 2001 Tax Allocation Bonds, Series A has been removed.

**2003 Tax Allocation Bonds**

In July 2003, the former Brea Redevelopment Agency issued \$120,497,866 principal amount of 2003 Redevelopment Project AB Tax Allocation Bonds. The proceeds were used to: 1) current refund the Agency's Brea Redevelopment Agency 1993 Tax Allocation Refunding Bonds, 2) pay the costs of additional redevelopment activities with respect to Project Area AB, 3) pay the cost of a reserve fund security instrument, and 4) pay costs of issuance related to the bonds.

Bonds in the years 2014 to 2026, are current interest bonds payable with no annual installments, while bonds maturing in the years 2028 to 2030, are capital appreciation bonds payable August 1 in annual installments of \$2,151,714 to \$1,801,707. Bonds maturing in the years 2027, 2031 and 2032, in the amount of \$16,475,000 are term bonds.

The current interest bonds bear interest at 4.450% due February 1 and August 1, of each year. The term bonds bear interest at 4.45% and are due August 1, 2032. The capital appreciation bonds have a face value of \$22,640,000. By their nature, there is no regular interest payments associated with capital appreciation bonds. The "interest" on the debt results from the difference between the amounts paid by the investors when the debt was issued and the significantly larger value at maturity. The \$22,640,000 of face value capital appreciation bonds were initially recorded at the amount of proceeds received, \$5,987,866. Each year, the outstanding balance is increased for the accretion of interest associated with the bonds.

A financial guaranty insurance policy has been issued and, accordingly, no cash reserve balance is required. Bond payments are secured by a first pledge on all of the tax revenues on parity with the 2011 and 2013 bonds.

In December 2013, the Successor Agency issued the 2013 Tax Allocation Refunding Bonds to redeem the current interest bonds and term bonds outstanding balance of the 2003 Tax Allocation Bonds. Upon issuance of the 2013 Bonds, a portion of the sale proceeds of the 2013 Bonds was transferred to the 2003 Escrow Fund. On the redemption date, moneys deposited in the escrow funds was used to pay the redemption price for the refunded bonds. As a result, except for the capital appreciation bonds, the liability for current interest bonds and term bonds has been removed. The outstanding balance of the capital appreciation bonds at June 30, 2014, was \$26,748,409.



**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 15: California Redevelopment Agency Dissolution (Continued)**

2008 Tax Allocation Revenue Bonds, Series A and B

In October 2008, the Brea Public Financing Authority issued its 2008 Tax Allocation Revenue Bonds, Series A and 2008 Tax Allocation Revenue Bonds, Series B in the amount of \$18,900,000 and \$2,025,000 respectively to make three separate loans to the Brea Redevelopment Agency pursuant to three loan agreements dated November 1, 2008. The proceeds of the loans were used to current refund the Agency's outstanding 1997 Senior Lien Tax Allocation Bonds in the amount of \$9,825,000, to current refund the 1997 Subordinate Lien Tax Allocation Bonds in the amount of \$2,235,000, to finance additional projects benefiting the Agency's Project Area C including low and moderate income housing programs.

The Series A Serial Bonds totaling \$9,715,000 have principal repayments ranging from \$710,000 to \$1,070,000 with interest rates ranging from 4.25% to 6.5%. The Series A Term Bonds totaling \$4,710,000 due September 1, 2023, have sinking fund maturities ranging from \$1,060,000 to \$1,300,000 with interest at 7.0%. The Series A Term Bonds totaling \$4,475,000 due September 1, 2026, have sinking fund maturities ranging from \$1,390,000 to \$1,595,000 with interest at 7.125%. The outstanding balance at June 30, 2014, was \$14,975,000.

The Series B Term Bonds totaling \$330,000 due September 1, 2013, have sinking fund maturities ranging from \$55,000 to \$80,000 with interest at 7.25%; the Series B Term Bonds totaling \$445,000 due September 1, 2018, have sinking fund maturities ranging from \$75,000 to \$105,000 with interest at 8.375%; and the Series B Term Bonds totaling \$1,250,000 due September 1, 2026, have sinking fund maturities ranging from \$115,000 to \$205,000 with interest at 9.0%. The outstanding balance at June 30, 2014, was \$1,695,000.

The required reserve for the Series A and Series B bonds is \$1,829,853 and \$202,500, respectively. As of June 30, 2014, the reserve amount was \$1,964,858 and \$214,551, respectively.

2011 Tax Allocation Bonds, Series A

In June 2011, the former Brea Redevelopment Agency issued \$18,839,323 principal amount of Brea Redevelopment Agency 2011 Tax Allocation Bonds, Series A. The proceeds were used to: 1) refund all of the Agency's remaining outstanding 2001 Subordinate Tax Allocation Refunding Bonds, Series B, 2) finance projects benefiting the Agency's Redevelopment Project AB, 3) fund a reserve account, and 4) pay costs of issuance.

Bonds maturing in the years 2031 are current interest bonds payable August 1 in one installment of \$4,315,000, while bonds maturing in the years 2013 to 2036, are capital appreciation bonds payable August 1 in annual installments of \$28,489 to \$1,958,307. The Series A Capital Appreciation Bonds maturing on August 1, 2025 and August 1, 2034 are subject to special mandatory redemption in whole by the Agency on July 1, 2025 and May 15, 2034, respectively, at redemption price equal to 100 percent of the accreted value of the Series A Capital Appreciation Bonds to be redeemed, without premium.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 15: California Redevelopment Agency Dissolution (Continued)**

The current interest bonds maturing on August 1, 2031, are subject to redemption in whole or in part at the option of the Agency from any available source of funds. The capital appreciation bonds maturing on or after August 1, 2022, are subject to redemption in whole or in part at the option of the Agency, from any available source of funds.

The current interest bonds bear interest at 5.00% due February 1 and August 1, of each year. The capital appreciation bonds have a face value of \$57,725,000. By their nature, there is no regular interest payments associated with capital appreciation bonds. The "interest" on the debt results from the difference between the amounts paid by the investors when the debt was issued and the significantly larger value at maturity. The \$57,725,000 of face value capital appreciation bonds were initially recorded at the amount of proceeds received, \$14,524,323. Each year, the outstanding balance is increased for the accretion of interest associated with the bonds.

Series A bonds are secured by a pledge of and lien on all the surplus tax revenues. The bonds are further secured by a required cash reserve of \$1,883,932 deposited with the trustee. As of June 30, 2014, the reserve was \$1,904,336.

Bond payments are secured by a first pledge on all of the tax revenues on parity with 2003 and 2013 bonds.

The outstanding balance at June 30, 2014, was \$21,771,048.

**2011 Taxable Tax Allocation Housing Bonds, Series B**

In June 2011, the former Brea Redevelopment Agency issued \$10,295,000 principal amount of Brea Redevelopment Agency 2011 Taxable Tax Allocation Housing Bonds, Series B. The proceeds were used to: 1) finance projects in the Agency's low and moderating income housing program of benefit to the project area, 2) fund a reserve account, and 3) pay costs of issuance.

Series B bonds consist of \$5,045,000 serial bonds maturing in the years 2013 to 2025, payable August 1 in annual installments of \$85,000 to \$1,735,000. The bonds bear interest at 2.126% to 6.862%. Bonds maturing in the year 2026 to 2029, in the amount of \$5,250,000 are term bonds and bear interest at 7.392%. The Series B Bonds maturing on August 1, 2025 are subjected to special mandatory redemption in whole by the Agency on July 1, 2025, at redemption price equal to 100 percent of the principal amount, together with accrued interest, without premium.

Serial bonds maturing on or after August 1, 2022, are subject to redemption in whole or in part at the option of the Agency from any available source of funds. Term bonds are subject to mandatory redemption in part by lot on August 1, 2026, August 1, 2027, August 1, 2028 and August 1, 2029, in the amount of \$1,410,000, \$1,515,000 \$1,625,000, \$700,000, respectively, from sinking fund payments made by the Agency.

Series B bonds are secured by a pledge of and lien on housing tax revenues. The bonds are further secured by a required cash reserve of \$1,029,500 deposited with the trustee. As of June 30, 2014, the reserve was \$1,040,532.

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

**Note 15: California Redevelopment Agency Dissolution (Continued)**

Bond payments are secured by a first pledge on all of the tax revenues on parity with 2003 and 2013 bonds.

The outstanding balance at June 30, 2014, was \$10,210,000.

**2013 Tax Allocation Refunding Bonds**

In December 2013, the Successor Agency to the Brea Redevelopment Agency issued its \$96,620,000 Successor Agency to the Brea Redevelopment Agency Redevelopment Project AB 2013 Tax Allocation Refunding Bonds to refund the outstanding balance of the Brea Redevelopment Agency 2001 Tax Allocation Refunding Bonds, Series A in the amount of \$36,205,000 and to refund the current interest bonds and term bonds outstanding of the 2003 Tax Allocation Bonds in the amount of \$68,390,000. Upon issuance of the 2013 Bonds, a portion of the sale proceeds of the 2013 Bonds was transferred to the 2001A Escrow Fund and a portion of the sale proceeds of the 2013 Bonds was transferred to the 2003 Escrow Fund. On the Redemption Date, moneys deposited in the Escrow Funds were used to pay the redemption price for the Refunded Bonds.

The refunding resulted in the recognition of an accounting loss of \$1.83 million for the year ended June 30, 2014. The Successor Agency in effect reduced its aggregate debt service payments by almost \$10.47 million over the next 22 years and obtained an economic gain (difference between the present values of the old and new debt service payments) of \$8.85 million.

Bonds Maturing in the years 2014 to 2026 are payable in August 1, of each year with annual installments ranging from \$1,500,000 to \$8,595,000. The interest rates on the bonds range from 4.00% to 5.00%.

A financial guaranty insurance policy has been issued and, accordingly, no cash reserve balance is required. Bond payments are secured by a first pledge on all tax revenues on parity with the 2003 and 2011 Tax Allocation Bonds.

The outstanding balance at June 30, 2014, was \$96,620,000.

Total Tax Allocation Bonds outstanding at June 30, 2014, was \$172,019,457. The debt service schedules of these Lease Revenue Bonds are as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2015	\$ 9,207,816	\$ 7,763,435	\$ 16,971,251
2016	7,748,753	6,792,611	14,541,364
2017	8,082,772	6,457,829	14,540,601
2018	8,416,968	6,080,845	14,497,813
2019	8,804,179	5,695,728	14,499,907
2020-2024	50,069,283	22,856,593	72,925,876
2025-2029	51,333,198	18,170,186	69,503,384
2030-2034	25,086,820	28,722,852	53,809,672
2035-2037	3,269,668	13,407,153	16,676,821
Total	<u>\$ 172,019,457</u>	<u>\$ 115,947,232</u>	<u>\$ 287,966,689</u>

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 15: California Redevelopment Agency Dissolution (Continued)**

**Pledged Revenues**

The Successor Agency pledged, as security for bonds issued, either directly or through the Financing Authority, a portion of tax increment revenue (including Low and Moderate Income Housing set-aside and pass through allocations) that it receives. The bonds issued were to provide financing for various capital projects, accomplish Low and Moderate Income Housing projects and to defease previously issued bonds. Assembly Bill X1 26 provided that upon dissolution of the Redevelopment Agency, property taxes allocated to redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved redevelopment agency. Total principal and interest remaining on the debt is \$287,966,689, with annual debt service requirements as indicated above. For the current year, the total property tax revenue recognized by the Successor Agency for the payment of indebtedness incurred by the dissolved redevelopment agency was \$18,699,064.

**Refunding Lease Revenue Bonds**

**2004 Refunding Lease Revenue Bonds**

The \$4,330,000 principal amount of the 2004 Refunding Lease Revenue Bonds was issued by the Brea Public Financing Authority in November 2004, to advance refund the Brea Public Financing Authority's 1995 Lease Revenue Bonds.

Bonds maturing in the years 2005 to 2021 are serial bonds payable in annual installments ranging from \$165,000 to \$345,000. The bonds bear interest at 3.000% to 4.500%. Bonds maturing on or after July 1, 2015, may be called before maturity and redeemed at the option of the Authority in whole or in part on any date after July 1, 2014, at a redemption price equal to 100% of the principal amount of the bonds redeemed.

Bonds are payable from the lease payments to be made by the City of Brea for the subleasing of certain real property pursuant to a lease agreement dated November 1, 2004. A financial guarantee insurance policy has been issued, and accordingly, no cash reserve balance is required to be established. Simultaneously, the City and the Agency entered into the Fourth Supplement to the Amended and Restated Reimbursement Agreement.

The outstanding balance at June 30, 2014, was \$2,415,000.

**2010 Refunding Lease Revenue Bonds**

The \$9,460,000 principal amount of the 2010 Refunding Lease Revenue Bonds was issued by the Brea Public Financing Authority in December 2010, to current refund the Brea Public Financing Authority's 1998 Lease Revenue Refunding Bonds.

Bonds maturing in the years 2011 to 2021 are serial bonds payable in annual installments ranging from \$865,000 to \$1,015,000. The bonds bear interest at 2 % to 4%, due semi-annually on January 1 and July 1. Bonds maturing on

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**
**Note 15: California Redevelopment Agency Dissolution (Continued)**

July 1, 2021, may be redeemed at the option of the Authority in whole or in part on any date after July 1, 2020, at a redemption price equal to 100% of the principal amount of the bonds redeemed.

Bonds are payable from the lease payments to be made by the City of Brea for the right to use and occupy certain property pursuant to a lease agreement dated December 1, 1998, and further amended by Amended and Restated Sublease Agreement dated December 1, 2010. Simultaneously, the City and the Agency entered into the Fourth Supplement to the Amended and Restated Reimbursement Agreement.

The outstanding balance at June 30, 2014, was \$7,120,000.

Total Refunding Lease Revenue Bonds outstanding at June 30, 2014, was \$9,535,000. The debt service schedules of these Lease Revenue Bonds are as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2015	\$ 1,035,000	\$ 358,770	\$ 1,393,770
2016	1,075,000	317,773	1,392,773
2017	1,120,000	274,769	1,394,769
2018	1,165,000	229,609	1,394,609
2019	1,210,000	182,484	1,392,484
2020-2022	3,930,000	242,575	4,172,575
Total	<u>\$ 9,535,000</u>	<u>\$ 1,605,980</u>	<u>\$ 11,140,980</u>

**Pledged Revenues**

The Successor Agency pledged, as security for the lease revenue bonds issued, direct General Fund contribution and indirect tax increment revenue via a lease reimbursement agreement. The bonds issued were to defease previously issued bonds. Assembly Bill X1 26 provided that upon dissolution of the Redevelopment Agency, property taxes allocated to redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved redevelopment agency. Total principal and interest remaining on the debt is \$11,140,980 with annual debt service requirements as indicated above. For the current year, the General Fund contribution was \$1,400,795 and total property tax revenue recognized by the Successor Agency for the payment of indebtedness incurred by the dissolved redevelopment agency was 18,699,064. The debt service obligation on the lease revenue bonds for the current year was \$1,400,795.

**Multifamily Housing Revenue Bonds**

In July 2010, the Agency on behalf of Tonner Hills Housing Partners, LP (the "Borrower"), was authorized to issue \$5,858,319 and \$7,741,681 Brea Redevelopment Agency Multifamily Housing Revenue Bonds (Tonner Hills Apartment Homes) 2010 Series A-1 and A-2, respectively, for the purpose of providing funding

**NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

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**Note 15: California Redevelopment Agency Dissolution (Continued)**

necessary for the acquisition, construction and equipping of a 94-unit multifamily rental housing project in the City. The Agency and the Borrower also entered into a non-interest bearing loan agreement in amount of \$1,200,000 (See Note 4). These bonds are not the obligations of the Agency and will be paid solely from future rent revenue. The outstanding balance is determined when a construction draw requisition is submitted to the bank for payment, limited up to the authorized amounts for each of the series. Currently, the bonds are only paying interest to bondholder for debt service payment. When the bonds are converted, then the Borrower will pay principal and interest per bond conversion. The outstanding balance at June 30, 2014, was \$3,964,060 and \$0 for Series A-1 and Series A-2, respectively.

**d. Insurance**

The Successor Agency of the former Redevelopment Agency is covered under the insurance policy of the City of Brea at June 30, 2014.

**e. Other Significant Commitments**

**Owner Participation Agreements**

In 1987, the Brea Redevelopment Agency entered into an owner participation agreement with the owners of the Brea Mall. This agreement obligates the Agency to pay the owners 80% of the tax increment revenues generated by the Brea Mall above the 1987-1988 base year tax increment, plus \$15,000. The agreement's term is for 33 years beginning the year ended June 30, 1990. The tax increment revenue sharing payments are senior to bond payments.

The amount paid by the Agency as a result of this agreement for the fiscal year ended June 30, 2014, was \$1,107,287. Future minimum payments for the next 5 years and thereafter are estimated as follows:

2015	\$ 1,107,287
2016	1,107,287
2017	1,107,287
2018	1,107,287
2019	1,107,287
Amount due thereafter	<u>4,429,148</u>
Total	<u><u>\$ 9,965,583</u></u>

**Note 16: Subsequent Events**

**2014 Water Revenue Bonds**

In August 2014, the Brea Community Benefit Financing Authority issued \$18,555,000 Brea Community Benefit Financing Authority 2014 Water Revenue Bonds at a premium to repay the inter fund loans made by the General Fund, Capital Improvements Fund and the Sewer Utility Fund to the Water Utility Fund for the purchase in May 2014 of shares of stock in California Domestic Water Company. See Note 5.

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## **REQUIRED SUPPLEMENTARY INFORMATION**



## CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE BY DEPARTMENT  
 GENERAL FUND  
 YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$32,255,613	\$ 32,255,613	\$32,255,613	\$ -
<b>Resources (Inflows):</b>				
Taxes	33,077,720	34,149,920	34,513,895	363,975
Licenses and permits	491,800	491,800	608,664	116,864
Intergovernmental	3,510,570	3,530,628	3,652,564	121,936
Charges for services	3,890,400	4,325,100	5,557,650	1,232,550
Use of money and property	2,082,994	2,082,994	2,150,747	67,753
Fines and forfeitures	1,137,400	1,137,400	852,821	(284,579)
Miscellaneous	4,177,080	3,053,212	2,774,949	(278,263)
Transfers in	1,496,100	1,539,100	1,534,100	(5,000)
<b>Amounts Available for Appropriations</b>	<b>82,119,677</b>	<b>82,565,767</b>	<b>83,901,003</b>	<b>1,335,236</b>
<b>Charges to Appropriations (Outflow):</b>				
General government				
Management services	2,370,156	2,691,609	2,138,305	553,304
Administrative services	3,140,985	3,565,357	3,248,982	316,375
Public safety				
Police	18,890,570	20,082,512	20,010,912	71,600
Fire	11,361,179	11,430,124	10,895,639	534,485
Community development	2,489,374	2,557,779	2,228,842	328,937
Community services	6,661,641	6,908,990	6,450,201	458,789
Public works	6,079,648	6,422,636	4,715,202	1,707,434
Debt service:				
Principal retirement	350,000	350,000	350,000	-
Interest and fiscal charges	439,402	439,402	439,402	-
Transfers out	560,920	1,361,892	668,635	693,257
<b>Total Charges to Appropriations</b>	<b>52,343,875</b>	<b>55,810,301</b>	<b>51,146,120</b>	<b>4,664,181</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$29,775,802</b>	<b>\$ 26,755,466</b>	<b>\$32,754,883</b>	<b>\$ 5,999,417</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
HOUSING SUCCESSOR  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$21,616,585	\$21,616,585	\$21,616,585	\$ -
<b>Resources (Inflows):</b>				
Investment income	2,600	2,600	7,664	5,064
Rental income	176,250	176,250	148,887	(27,363)
Miscellaneous	100,000	100,000	37,197	(62,803)
<b>Amounts Available for Appropriations</b>	<b>21,895,435</b>	<b>21,895,435</b>	<b>21,810,333</b>	<b>(85,102)</b>
<b>Charges to Appropriations (Outflow):</b>				
Community development	266,297	2,953,122	2,861,188	91,934
<b>Total Charges to Appropriations</b>	<b>266,297</b>	<b>2,953,122</b>	<b>2,861,188</b>	<b>91,934</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$21,629,138</b>	<b>\$18,942,313</b>	<b>\$18,949,145</b>	<b>\$ 6,832</b>

## Budget Information

### General Budget Policies

The City adheres to the following procedures in establishing the budgetary data reflected in its financial statements:

1. In May of each year, the City Manager submits to the City Council a proposed financial plan with an annual operating budget for the upcoming fiscal year commencing July 1. The operating budget includes proposed expenditures and the sources of financing.
2. Public hearings are conducted at City Council meetings to obtain taxpayer comments.
3. On or before July 1, the financial plan for the fiscal year is adopted by Council action.
4. The City Manager is authorized to transfer funds appropriated with respect to those classifications designated as other services and material and supplies within the same department. The City Manager may transfer appropriated funds from any classification within other expenditure categories to the capital outlay classification within the same department only; however, any revisions that alter the total expenditures of any department must be approved by the City Council. Activities of the General Fund, Special Revenue Funds, Capital Projects Funds and Debt Service Funds are included in the annual appropriated budget. As an additional internal control mechanism, project-length financial plans are adopted for the Capital Improvement Program. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the department level within the General Fund and at the fund level for total expenditures and transfers out for all other budgeted funds.
5. Formal budgetary integration is employed as a management control device during the year for the governmental funds.
6. Legally adopted budgets for all governmental funds are established on a basis consistent with generally accepted accounting principles (GAAP). For the current fiscal year, the HOME Program special revenue fund had no adopted budget.

### Excess of Expenditures Over Appropriation

For purposes of evaluating legal compliance at the budgetary level of control (that is, the level at which expenditures cannot legally exceed the appropriated amount), control is established at the department level within the General Fund and at the fund level for total expenditures and transfers out for all other budgeted funds.

## NON-MAJOR GOVERNMENTAL FUNDS

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### Non-major Special Revenue Funds

The **Gas Tax Fund** is used to account for revenues received and expenditures made for street improvements and street maintenance. Financing is provided by the City's share of State gasoline taxes made pursuant to the California State Constitution and authorized by the State Legislature.

The **Narcotics Enforcement Asset Seizure Fund** is used to account for revenues seized by the Police Department during narcotic investigations.

The **Air Quality Improvement Fund** is used to account for revenues received from vehicle registration fees and restricted for improvement of air quality.

The **Park Development Fund** is used to account for revenues received and expenditures made for park development and improvement. The primary source of revenue is park development fees collected from developers under the State of California's Quimby Act.

The **Measure M Fund** is used to account for ½ ¢ sales tax restricted for expenditure for road maintenance and street expenditures.

The **Affordable Housing Trust Fund** is used to account for revenues received and expenditures made for the development of low to moderate income housing. The primary source of revenue is fees collected from developers.

The **Community Development Block Grant Fund** is used to account for the revenues received and expenditures made for the City's Community Development Block Grant Program. Financing is provided under an agreement with the County of Orange whereby the City is a secondary recipient of funds made available from the U.S. Department of Housing and Urban Development under the Housing and Community Development Act of 1974 and 1977.

The **HOME Program Fund** is used to account for the revenues received and expenditures made for housing rehabilitation. Financing is provided under an agreement with the County of Orange whereby the City is a secondary recipient of funds made available from the U.S. Department of Housing and Urban Development.

The **Blackstone Community Facilities District 2008-1 Fund** is used to account for the collection of special taxes and expenditure for police, fire, maintenance and general city services including park maintenance and open space.

## NON-MAJOR GOVERNMENTAL FUNDS

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### Non-major Capital Projects Funds

The ***Capital and Mitigation Improvement Fund*** is used to account for the revenues received and expenditures made for the City Council-designated Capital Improvement projects, as well as the implementation of measures designed to mitigate impacts related to development, and the operation of government facilities, including, but not limited to: traffic, noise, aesthetics, and open space preservation. Financing is provided by the July 14, 2009 Agreement between the City and County of Orange regarding the extension of the Olinda Alpha Landfill.

The ***Storm Drain Fund*** is used to account for the financing and construction of storm drains throughout the City. Financing is provided by storm drain assessment fees.

The ***Midbury Assessment Authority Fund*** is an Agency Fund used to account for the collection and payment of neighborhood street improvements.

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CITY OF BREA

COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
JUNE 30, 2014

	Special Revenue Funds			
	Narcotics			
	Gas Tax	Enforcement Asset Seizure	Air Quality Improvement	Park Development
<b>Assets:</b>				
Cash and investments	\$ 809,471	\$ 1,047,939	\$ 141,429	\$ 848,016
Receivables:				
Taxes	-	-	-	-
Notes and loans	-	-	-	-
Due from other governments	127,160	108,851	13,336	-
<b>Total Assets</b>	<b>\$ 936,631</b>	<b>\$ 1,156,790</b>	<b>\$ 154,765</b>	<b>\$ 848,016</b>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances:</b>				
<b>Liabilities:</b>				
Accounts payable	\$ -	\$ 11,577	\$ -	\$ -
Accrued liabilities	-	3,820	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Advances from other funds	-	-	-	-
<b>Total Liabilities</b>	<b>-</b>	<b>15,397</b>	<b>-</b>	<b>-</b>
<b>Deferred Inflows of Resources:</b>				
Unavailable revenues	-	-	-	-
<b>Total Deferred Inflows of Resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
<b>Nonspendable:</b>				
Notes and loans	-	-	-	-
<b>Restricted for:</b>				
Community development projects	-	-	-	848,016
Public safety	-	1,141,393	-	-
Public works	936,631	-	154,765	-
Capital projects	-	-	-	-
<b>Unassigned</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Fund Balances</b>	<b>936,631</b>	<b>1,141,393</b>	<b>154,765</b>	<b>848,016</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 936,631</b>	<b>\$ 1,156,790</b>	<b>\$ 154,765</b>	<b>\$ 848,016</b>

## CITY OF BREA

COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
JUNE 30, 2014

(CONTINUED)

	Special Revenue Funds			
	Measure M	Affordable Housing Fund	Community Development Block Grant	HOME Program
<b>Assets:</b>				
Cash and investments	\$ 428,576	\$ 2,095,325	\$ -	\$ -
Receivables:				
Taxes	-	-	-	-
Notes and loans	-	68,000	1,719,705	35,241
Due from other governments	157,344	-	55,836	-
<b>Total Assets</b>	<b>\$ 585,920</b>	<b>\$ 2,163,325</b>	<b>\$ 1,775,541</b>	<b>\$ 35,241</b>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances:</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 8,103	\$ -	\$ 33,465	\$ -
Accrued liabilities	243	-	-	-
Due to other governments	-	-	1,719,705	35,241
Due to other funds	-	-	22,483	-
Advances from other funds	-	-	-	-
<b>Total Liabilities</b>	<b>8,346</b>	<b>-</b>	<b>1,775,653</b>	<b>35,241</b>
<b>Deferred Inflows of Resources:</b>				
Unavailable revenues	-	-	55,836	-
<b>Total Deferred Inflows of Resources</b>	<b>-</b>	<b>-</b>	<b>55,836</b>	<b>-</b>
<b>Fund Balances:</b>				
<b>Nonspendable:</b>				
Notes and loans	-	68,000	-	-
<b>Restricted for:</b>				
Community development projects	-	2,095,325	-	-
Public safety	-	-	-	-
Public works	577,574	-	-	-
Capital projects	-	-	-	-
<b>Unassigned</b>	<b>-</b>	<b>-</b>	<b>(55,948)</b>	<b>-</b>
<b>Total Fund Balances</b>	<b>577,574</b>	<b>2,163,325</b>	<b>(55,948)</b>	<b>-</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 585,920</b>	<b>\$ 2,163,325</b>	<b>\$ 1,775,541</b>	<b>\$ 35,241</b>



CITY OF BREA

COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
JUNE 30, 2014

	Special Revenue Funds	Capital Projects Funds		
	Blackstone CFD	Capital and Mitigation Improvement	Storm Drain	Midbury
<b>Assets:</b>				
Cash and investments	\$ 1,774,532	\$ 7,078,400	\$ 253,475	\$ 2,187
Receivables:				
Taxes	3,882	-	-	-
Notes and loans	-	-	-	-
Due from other governments	-	-	-	-
<b>Total Assets</b>	<b>\$ 1,778,414</b>	<b>\$ 7,078,400</b>	<b>\$ 253,475</b>	<b>\$ 2,187</b>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances:</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 1,924	\$ -	\$ -	\$ -
Accrued liabilities	2,715	-	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Advances from other funds	-	-	-	36,210
<b>Total Liabilities</b>	<b>4,639</b>	<b>-</b>	<b>-</b>	<b>36,210</b>
<b>Deferred Inflows of Resources:</b>				
Unavailable revenues	-	-	-	-
<b>Total Deferred Inflows of Resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
<b>Nonspendable:</b>				
Notes and loans	-	-	-	-
<b>Restricted for:</b>				
Community development projects	-	-	-	-
Public safety	-	-	-	-
Public works	1,773,775	-	-	-
Capital projects	-	7,078,400	253,475	-
<b>Unassigned</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(34,023)</b>
<b>Total Fund Balances</b>	<b>1,773,775</b>	<b>7,078,400</b>	<b>253,475</b>	<b>(34,023)</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 1,778,414</b>	<b>\$ 7,078,400</b>	<b>\$ 253,475</b>	<b>\$ 2,187</b>

CITY OF BREA

COMBINING BALANCE SHEET  
 NONMAJOR GOVERNMENTAL FUNDS  
 JUNE 30, 2014

	<b>Total Nonmajor Governmental Funds</b>
<b>Assets:</b>	
Cash and investments	\$ 14,479,350
Receivables:	
Taxes	3,882
Notes and loans	1,822,946
Due from other governments	462,527
	<hr/>
<b>Total Assets</b>	<b>\$ 16,768,705</b>
	<hr/>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances:</b>	
<b>Liabilities:</b>	
Accounts payable	\$ 55,069
Accrued liabilities	6,778
Due to other governments	1,754,946
Due to other funds	22,483
Advances from other funds	36,210
	<hr/>
<b>Total Liabilities</b>	<b>1,875,486</b>
	<hr/>
<b>Deferred Inflows of Resources:</b>	
Unavailable revenues	55,836
	<hr/>
<b>Total Deferred Inflows of Resources</b>	<b>55,836</b>
	<hr/>
<b>Fund Balances:</b>	
<b>Nonspendable:</b>	
Notes and loans	68,000
<b>Restricted for:</b>	
Community development projects	2,943,341
Public safety	1,141,393
Public works	3,442,745
Capital projects	7,331,875
<b>Unassigned</b>	(89,971)
	<hr/>
<b>Total Fund Balances</b>	<b>14,837,383</b>
	<hr/>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 16,768,705</b>
	<hr/> <hr/>

## CITY OF BREA

COMBINING STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2014

	<b>Special Revenue Funds</b>			
	<b>Gas Tax</b>	<b>Narcotics Enforcement Asset Seizure</b>	<b>Air Quality Improvement</b>	<b>Park Development</b>
<b>Revenues:</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	1,299,517	-	51,285	-
Charges for services	-	-	-	29,454
Investment income	18,190	15,786	1,313	10,000
Fines and forfeitures	-	214,772	-	-
Miscellaneous	-	1,458	-	-
<b>Total Revenues</b>	<b>1,317,707</b>	<b>232,016</b>	<b>52,598</b>	<b>39,454</b>
<b>Expenditures:</b>				
Current:				
General government	-	-	-	-
Public safety	-	554,538	-	-
Community development	-	-	-	-
Public works	-	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>554,538</b>	<b>-</b>	<b>-</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,317,707	(322,522)	52,598	39,454
<b>Other Financing Sources (Uses):</b>				
Transfers out	(2,199,724)	-	-	-
Sale of capital assets	-	7,460	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>(2,199,724)</b>	<b>7,460</b>	<b>-</b>	<b>-</b>
Net Change in Fund Balances	(882,017)	(315,062)	52,598	39,454
Fund Balances, Beginning of Year	1,818,648	1,456,455	102,167	808,562
<b>Fund Balances, End of Year</b>	<b>\$ 936,631</b>	<b>\$ 1,141,393</b>	<b>\$ 154,765</b>	<b>\$ 848,016</b>

## CITY OF BREA

COMBINING STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2014

(CONTINUED)

	Special Revenue Funds			
	Measure M	Affordable Housing Fund	Community Development Block Grant	HOME Program
<b>Revenues:</b>				
Taxes	\$ 900,062	\$ -	\$ -	\$ -
Intergovernmental	-	-	171,513	-
Charges for services	-	-	-	-
Investment income	10,607	24,823	-	-
Fines and forfeitures	-	-	-	-
Miscellaneous	-	90,472	-	-
<b>Total Revenues</b>	<b>910,669</b>	<b>115,295</b>	<b>171,513</b>	<b>-</b>
<b>Expenditures:</b>				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Community development	-	-	116,884	-
Public works	28,161	-	-	-
<b>Total Expenditures</b>	<b>28,161</b>	<b>-</b>	<b>116,884</b>	<b>-</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	882,508	115,295	54,629	-
<b>Other Financing Sources (Uses):</b>				
Transfers out	(1,093,709)	-	(7,170)	-
Sale of capital assets	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>(1,093,709)</b>	<b>-</b>	<b>(7,170)</b>	<b>-</b>
Net Change in Fund Balances	(211,201)	115,295	47,459	-
Fund Balances, Beginning of Year	788,775	2,048,030	(103,407)	-
<b>Fund Balances, End of Year</b>	<b>\$ 577,574</b>	<b>\$ 2,163,325</b>	<b>\$ (55,948)</b>	<b>\$ -</b>

## CITY OF BREA

**COMBINING STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2014**

	Special Revenue Funds	Capital Projects Funds		
	Blackstone CFD	Capital and Mitigation Improvement	Storm Drain	Midbury
<b>Revenues:</b>				
Taxes	\$ 199,468	\$ -	\$ -	\$ 7,694
Intergovernmental	-	-	-	-
Charges for services	-	-	22,869	-
Investment income	20,616	-	11,173	48
Fines and forfeitures	-	-	-	-
Miscellaneous	3,479	-	-	-
<b>Total Revenues</b>	<b>223,563</b>	<b>-</b>	<b>34,042</b>	<b>7,742</b>
<b>Expenditures:</b>				
Current:				
General government	-	-	-	520
Public safety	-	-	-	-
Community development	-	-	-	-
Public works	180,940	-	-	-
<b>Total Expenditures</b>	<b>180,940</b>	<b>-</b>	<b>-</b>	<b>520</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	42,623	-	34,042	7,222
<b>Other Financing Sources (Uses):</b>				
Transfers out	-	(180,860)	(784,151)	-
Sale of capital assets	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>-</b>	<b>(180,860)</b>	<b>(784,151)</b>	<b>-</b>
Net Change in Fund Balances	42,623	(180,860)	(750,109)	7,222
Fund Balances, Beginning of Year	1,731,152	7,259,260	1,003,584	(41,245)
<b>Fund Balances, End of Year</b>	<b>\$ 1,773,775</b>	<b>\$ 7,078,400</b>	<b>\$ 253,475</b>	<b>\$ (34,023)</b>

CITY OF BREA

**COMBINING STATEMENT OF REVENUES,  
EXPENDITURES AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS  
YEAR ENDED JUNE 30, 2014**

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	<b>Total Nonmajor Governmental Funds</b>
<b>Revenues:</b>	
Taxes	\$ 1,107,224
Intergovernmental	1,522,315
Charges for services	52,323
Investment income	112,556
Fines and forfeitures	214,772
Miscellaneous	95,409
	<hr/>
<b>Total Revenues</b>	<b>3,104,599</b>
	<hr/>
<b>Expenditures:</b>	
Current:	
General government	520
Public safety	554,538
Community development	116,884
Public works	209,101
	<hr/>
<b>Total Expenditures</b>	<b>881,043</b>
	<hr/>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,223,556
	<hr/>
<b>Other Financing Sources (Uses):</b>	
Transfers out	(4,265,614)
Sale of capital assets	7,460
	<hr/>
<b>Total Other Financing Sources (Uses)</b>	<b>(4,258,154)</b>
	<hr/>
Net Change in Fund Balances	(2,034,598)
	<hr/>
Fund Balances, Beginning of Year	16,871,981
	<hr/>
<b>Fund Balances, End of Year</b>	<b>\$ 14,837,383</b>
	<hr/> <hr/>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
GAS TAX  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ 1,818,648	\$ 1,818,648	\$ 1,818,648	\$ -
<b>Resources (Inflows):</b>				
Intergovernmental	1,110,000	1,110,000	1,299,517	189,517
Investment income	10,000	10,000	18,190	8,190
<b>Amounts Available for Appropriations</b>	<b>2,938,648</b>	<b>2,938,648</b>	<b>3,136,355</b>	<b>197,707</b>
<b>Charges to Appropriations (Outflow):</b>				
Transfers out	2,553,500	2,771,635	2,199,724	571,911
<b>Total Charges to Appropriations</b>	<b>2,553,500</b>	<b>2,771,635</b>	<b>2,199,724</b>	<b>571,911</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 385,148</b>	<b>\$ 167,013</b>	<b>\$ 936,631</b>	<b>\$ 769,618</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
NARCOTICS ENFORCEMENT ASSET SEIZURE  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ 1,456,455	\$ 1,456,455	\$ 1,456,455	\$ -
<b>Resources (Inflows):</b>				
Investment income	24,500	24,500	15,786	(8,714)
Fines and forfeitures	275,000	275,000	214,772	(60,228)
Miscellaneous	-	-	1,458	1,458
Proceeds from sale of capital asset	-	-	7,460	7,460
<b>Amounts Available for Appropriations</b>	<b>1,755,955</b>	<b>1,755,955</b>	<b>1,695,931</b>	<b>(60,024)</b>
<b>Charges to Appropriations (Outflow):</b>				
Public safety	475,518	640,670	554,538	86,132
<b>Total Charges to Appropriations</b>	<b>475,518</b>	<b>640,670</b>	<b>554,538</b>	<b>86,132</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 1,280,437</b>	<b>\$ 1,115,285</b>	<b>\$ 1,141,393</b>	<b>\$ 26,108</b>



CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
AIR QUALITY IMPROVEMENT  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ 102,167	\$ 102,167	\$ 102,167	\$ -
<b>Resources (Inflows):</b>				
Intergovernmental	44,000	44,000	51,285	7,285
Investment income	1,200	1,200	1,313	113
<b>Amounts Available for Appropriations</b>	<b>147,367</b>	<b>147,367</b>	<b>154,765</b>	<b>7,398</b>
<b>Charges to Appropriations (Outflow):</b>				
Transfers out	-	110,000	-	110,000
<b>Total Charges to Appropriations</b>	<b>-</b>	<b>110,000</b>	<b>-</b>	<b>110,000</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 147,367</b>	<b>\$ 37,367</b>	<b>\$ 154,765</b>	<b>\$ 117,398</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
 PARK DEVELOPMENT  
 YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ 808,562	\$ 808,562	\$ 808,562	\$ -
<b>Resources (Inflows):</b>				
Charges for services	720,000	720,000	29,454	(690,546)
Investment income	5,600	5,600	10,000	4,400
<b>Amounts Available for Appropriations</b>	<b>1,534,162</b>	<b>1,534,162</b>	<b>848,016</b>	<b>(686,146)</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 1,534,162</b>	<b>\$ 1,534,162</b>	<b>\$ 848,016</b>	<b>\$ (686,146)</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
MEASURE M  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ 788,775	\$ 788,775	\$ 788,775	\$ -
<b>Resources (Inflows):</b>				
Taxes	665,000	665,000	900,062	235,062
Investment income	5,000	5,000	10,607	5,607
<b>Amounts Available for Appropriations</b>	<b>1,458,775</b>	<b>1,458,775</b>	<b>1,699,444</b>	<b>240,669</b>
<b>Charges to Appropriations (Outflow):</b>				
Public works	21,321	28,151	28,161	(10)
Transfers out	1,258,633	1,247,682	1,093,709	153,973
<b>Total Charges to Appropriations</b>	<b>1,279,954</b>	<b>1,275,833</b>	<b>1,121,870</b>	<b>153,963</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 178,821</b>	<b>\$ 182,942</b>	<b>\$ 577,574</b>	<b>\$ 394,632</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
AFFORDABLE HOUSING FUND  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$2,048,030	\$ 2,048,030	\$ 2,048,030	\$ -
<b>Resources (Inflows):</b>				
Investment income	35,000	35,000	24,823	(10,177)
Miscellaneous	140,000	140,000	90,472	(49,528)
<b>Amounts Available for Appropriations</b>	<b>2,223,030</b>	<b>2,223,030</b>	<b>2,163,325</b>	<b>(59,705)</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$2,223,030</b>	<b>\$ 2,223,030</b>	<b>\$ 2,163,325</b>	<b>\$ (59,705)</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
COMMUNITY DEVELOPMENT BLOCK GRANT  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ (103,407)	\$ (103,407)	\$ (103,407)	\$ -
<b>Resources (Inflows):</b>				
Intergovernmental	180,000	189,143	171,513	(17,630)
<b>Amounts Available for Appropriations</b>	<b>76,593</b>	<b>85,736</b>	<b>68,106</b>	<b>(17,630)</b>
<b>Charges to Appropriations (Outflow):</b>				
Community development	180,000	180,000	116,884	63,116
Transfers out	-	9,143	7,170	1,973
<b>Total Charges to Appropriations</b>	<b>180,000</b>	<b>189,143</b>	<b>124,054</b>	<b>65,089</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ (103,407)</b>	<b>\$ (103,407)</b>	<b>\$ (55,948)</b>	<b>\$ 47,459</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
BLACKSTONE CFD  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ 1,731,152	\$ 1,731,152	\$ 1,731,152	\$ -
<b>Resources (Inflows):</b>				
Taxes	216,000	216,000	199,468	(16,532)
Investment income	27,000	27,000	20,616	(6,384)
Miscellaneous	-	-	3,479	3,479
<b>Amounts Available for Appropriations</b>	<b>1,974,152</b>	<b>1,974,152</b>	<b>1,954,715</b>	<b>(19,437)</b>
<b>Charges to Appropriations (Outflow):</b>				
Public works	189,665	189,665	180,940	8,725
<b>Total Charges to Appropriations</b>	<b>189,665</b>	<b>189,665</b>	<b>180,940</b>	<b>8,725</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 1,784,487</b>	<b>\$ 1,784,487</b>	<b>\$ 1,773,775</b>	<b>\$ (10,712)</b>

## CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
 CAPITAL IMPROVEMENTS  
 YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 13,554,824	\$ 13,554,824	\$ 13,554,824	\$ -
<b>Resources (Inflows):</b>				
Intergovernmental	4,509,607	11,026,236	746,319	(10,279,917)
Charges for services	387,000	387,000	1,806,306	1,419,306
Investment income	200,000	200,000	160,356	(39,644)
Contributions	3,534,000	3,534,000	199,811	(3,334,189)
Transfers in	10,052,053	11,926,897	4,356,452	(7,570,445)
<b>Amounts Available for Appropriations</b>	<b>32,237,484</b>	<b>40,628,957</b>	<b>20,824,068</b>	<b>(19,804,889)</b>
<b>Charges to Appropriations (Outflow):</b>				
General government	96,170	96,170	92,044	4,126
Community development	400	400	-	400
Public works	283,103	283,103	852	282,251
Capital outlay	21,281,520	31,390,292	7,350,289	24,040,003
<b>Total Charges to Appropriations</b>	<b>21,661,193</b>	<b>31,769,965</b>	<b>7,443,185</b>	<b>24,326,780</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 10,576,291</b>	<b>\$ 8,858,992</b>	<b>\$ 13,380,883</b>	<b>\$ 4,521,891</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
CAPITAL AND MITIGATION IMPROVEMENT  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	<u>\$ 7,259,260</u>	<u>\$ 7,259,260</u>	<u>\$ 7,259,260</u>	<u>\$ -</u>
<b>Amounts Available for Appropriations</b>	<b><u>7,259,260</u></b>	<b><u>7,259,260</u></b>	<b><u>7,259,260</u></b>	<b><u>-</u></b>
<b>Charges to Appropriations (Outflow):</b>				
Transfers out	<u>2,025,000</u>	<u>2,170,688</u>	<u>180,860</u>	<u>1,989,828</u>
<b>Total Charges to Appropriations</b>	<b><u>2,025,000</u></b>	<b><u>2,170,688</u></b>	<b><u>180,860</u></b>	<b><u>1,989,828</u></b>
<b>Budgetary Fund Balance, June 30</b>	<b><u>\$ 5,234,260</u></b>	<b><u>\$ 5,088,572</u></b>	<b><u>\$ 7,078,400</u></b>	<b><u>\$ 1,989,828</u></b>



CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
STORM DRAIN  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$1,003,584	\$ 1,003,584	\$ 1,003,584	\$ -
<b>Resources (Inflows):</b>				
Charges for services	-	-	22,869	22,869
Investment income	16,000	16,000	11,173	(4,827)
<b>Amounts Available for Appropriations</b>	<b>1,019,584</b>	<b>1,019,584</b>	<b>1,037,626</b>	<b>18,042</b>
<b>Charges to Appropriations (Outflow):</b>				
Public works	10,000	10,000	-	10,000
Transfers out	875,000	1,004,193	784,151	220,042
<b>Total Charges to Appropriations</b>	<b>885,000</b>	<b>1,014,193</b>	<b>784,151</b>	<b>230,042</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 134,584</b>	<b>\$ 5,391</b>	<b>\$ 253,475</b>	<b>\$ 248,084</b>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE  
MIDBURY  
YEAR ENDED JUNE 30, 2014**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ (41,245)	\$ (41,245)	\$ (41,245)	\$ -
<b>Resources (Inflows):</b>				
Taxes	7,328	7,328	7,694	366
Investment income	100	100	48	(52)
<b>Amounts Available for Appropriations</b>	<b>(33,817)</b>	<b>(33,817)</b>	<b>(33,503)</b>	<b>314</b>
<b>Charges to Appropriations (Outflow):</b>				
General government	500	500	520	(20)
<b>Total Charges to Appropriations</b>	<b>500</b>	<b>500</b>	<b>520</b>	<b>(20)</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ (34,317)</b>	<b>\$ (34,317)</b>	<b>\$ (34,023)</b>	<b>\$ 294</b>

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## NON-MAJOR PROPRIETARY FUNDS

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The ***Urban Runoff Fund*** is used to account for the City's urban runoff operations, which are financed and operated in a manner similar to a private enterprise. The costs (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

The ***Sanitation Fund*** is used to account for the City's refuse collection and street sweeping operations, which are operated in a manner similar to a private enterprise. User charges finance the operations of this fund.

The ***Information Technology External Support Fund*** is used to account for the operations of the Information Technology Division's contractual information technology services to other agencies. The costs (expenses including depreciation) of providing these services to member cities on a continuing basis are financed or recovered primarily through user charges.

## CITY OF BREA

**COMBINING STATEMENT OF NET POSITION  
 NONMAJOR PROPRIETARY FUNDS  
 JUNE 30, 2014**

	Urban Runoff	Sanitation	Information Technology External Support	Total
<b>Assets:</b>				
Current:				
Cash and investments	\$ 506,274	\$ -	\$ 314,458	\$ 820,732
Accounts receivable	55,453	576,004	-	631,457
Due from other governments	-	10,968	226,608	237,576
<b>Total Current Assets</b>	<b>561,727</b>	<b>586,972</b>	<b>541,066</b>	<b>1,689,765</b>
Noncurrent:				
Capital assets - net of accumulated depreciation	5,078	-	4,450	9,528
<b>Total Noncurrent Assets</b>	<b>5,078</b>	<b>-</b>	<b>4,450</b>	<b>9,528</b>
<b>Total Assets</b>	<b>\$ 566,805</b>	<b>\$ 586,972</b>	<b>\$ 545,516</b>	<b>\$ 1,699,293</b>
<b>Liabilities and Net Position:</b>				
<b>Liabilities:</b>				
Current:				
Accounts payable	\$ 1,210	\$ 190,664	\$ 2,750	\$ 194,624
Accrued liabilities	2,213	8,923	22,843	33,979
Due to other funds	-	589,020	-	589,020
Accrued compensated absences, due within one year	-	10,809	63,818	74,627
<b>Total Current Liabilities</b>	<b>3,423</b>	<b>799,416</b>	<b>89,411</b>	<b>892,250</b>
Noncurrent:				
Accrued compensated absences, due in more than one year	-	3,603	21,273	24,876
<b>Total Noncurrent Liabilities</b>	<b>-</b>	<b>3,603</b>	<b>21,273</b>	<b>24,876</b>
<b>Total Liabilities</b>	<b>3,423</b>	<b>803,019</b>	<b>110,684</b>	<b>917,126</b>
<b>Net Position:</b>				
Investment in capital assets	5,078	-	4,450	9,528
Unrestricted	558,304	(216,047)	430,382	772,639
<b>Total Net Position</b>	<b>563,382</b>	<b>(216,047)</b>	<b>434,832</b>	<b>782,167</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 566,805</b>	<b>\$ 586,972</b>	<b>\$ 545,516</b>	<b>\$ 1,699,293</b>

CITY OF BREA

**COMBINING STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN FUND NET POSITION  
NONMAJOR PROPRIETARY FUNDS  
YEAR ENDED JUNE 30, 2014**

	<u>Urban Runoff</u>	<u>Sanitation</u>	<u>Information Technology External Support</u>	<u>Total</u>
<b>Operating Revenues:</b>				
Charges for services	\$ 364,166	\$ 3,216,794	\$ 1,472,730	\$ 5,053,690
Miscellaneous	16,090	100,389	-	116,479
<b>Total Operating Revenues</b>	<b>380,256</b>	<b>3,317,183</b>	<b>1,472,730</b>	<b>5,170,169</b>
<b>Operating Expenses:</b>				
Personnel services	205,418	441,748	1,137,438	1,784,604
Maintenance and operation	105,024	2,421,572	104,570	2,631,166
Depreciation expense	938	-	1,075	2,013
<b>Total Operating Expenses</b>	<b>311,380</b>	<b>2,863,320</b>	<b>1,243,083</b>	<b>4,417,783</b>
Operating Income (Loss)	68,876	453,863	229,647	752,386
<b>Nonoperating Revenues (Expenses):</b>				
Intergovernmental	-	11,371	-	11,371
Interest revenue	5,788	(7,267)	2,888	1,409
<b>Total Nonoperating Revenues (Expenses)</b>	<b>5,788</b>	<b>4,104</b>	<b>2,888</b>	<b>12,780</b>
Income (Loss) Before Transfers	74,664	457,967	232,535	765,166
Transfers out	(9,049)	(470,000)	(150,000)	(629,049)
Changes in Net Position	65,615	(12,033)	82,535	136,117
<b>Net Position:</b>				
Beginning of Year	497,767	(204,014)	352,297	646,050
<b>End of Fiscal Year</b>	<b>\$ 563,382</b>	<b>\$ (216,047)</b>	<b>\$ 434,832</b>	<b>\$ 782,167</b>

CITY OF BREA

**COMBINING STATEMENT OF CASH FLOWS  
NONMAJOR PROPRIETARY FUNDS  
YEAR ENDED JUNE 30, 2014**

	<u>Urban Runoff</u>	<u>Sanitation</u>	<u>Information Technology External Support</u>	<u>Total</u>
<b>Cash Flows from Operating Activities:</b>				
Cash received from customers and users	\$ 378,197	\$ 3,304,896	\$ 1,463,015	\$ 5,146,108
Cash paid to suppliers for goods and services	(104,843)	(2,417,525)	(105,058)	(2,627,426)
Cash paid to employees for services	(208,924)	(439,024)	(1,142,214)	(1,790,162)
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>64,430</b>	<b>448,347</b>	<b>215,743</b>	<b>728,520</b>
<b>Cash Flows from Non-Capital Financing Activities:</b>				
Cash transfers out for noncapital financing activities	(9,049)	(470,000)	(150,000)	(629,049)
Repayment received from other funds	-	17,420	-	17,420
Grant subsidy	-	11,371	-	11,371
<b>Net Cash Provided (Used) by Non-Capital Financing Activities</b>	<b>(9,049)</b>	<b>(441,209)</b>	<b>(150,000)</b>	<b>(600,258)</b>
<b>Cash Flows from Investing Activities:</b>				
Interest received	5,788	(7,267)	2,888	1,409
<b>Net Cash Provided (Used) by Investing Activities</b>	<b>5,788</b>	<b>(7,267)</b>	<b>2,888</b>	<b>1,409</b>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b>61,169</b>	<b>(129)</b>	<b>68,631</b>	<b>129,671</b>
Cash and Cash Equivalents at Beginning of Year	445,105	129	245,827	691,061
<b>Cash and Cash Equivalents at End of Year</b>	<b>\$ 506,274</b>	<b>\$ -</b>	<b>\$ 314,458</b>	<b>\$ 820,732</b>
<b>Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:</b>				
Operating income (loss)	\$ 68,876	\$ 453,863	\$ 229,647	\$ 752,386
<b>Adjustments to reconcile operating income (loss) net cash provided (used) by operating activities:</b>				
Depreciation	938	-	1,075	2,013
(Increase) decrease in accounts receivable	(2,059)	(1,319)	9,922	6,544
(Increase) decrease in due from other governments	-	(10,968)	(19,637)	(30,605)
Increase (decrease) in accounts payable	181	4,047	(488)	3,740
Increase (decrease) in accrued liabilities	(1,031)	1,219	1,085	1,273
Increase (decrease) in compensated absences	(2,475)	1,505	(5,861)	(6,831)
<b>Total Adjustments</b>	<b>(4,446)</b>	<b>(5,516)</b>	<b>(13,904)</b>	<b>(23,866)</b>
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>\$ 64,430</b>	<b>\$ 448,347</b>	<b>\$ 215,743</b>	<b>\$ 728,520</b>

**Non-Cash Investing, Capital, and Financing Activities:**

There was no non-cash investing, capital or financing activities during fiscal year 2013-2014.

## INTERNAL SERVICE FUNDS

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The ***Risk Management Fund*** is used to account for costs of operating a self-insurance program for general liability, workers' compensation, long-term disability and unemployment compensation. Such costs to other departments are billed at a predetermined rate set annually during the budget process.

The ***Vehicle Maintenance Fund*** is used to account for the costs of operating a maintenance facility for automotive equipment used by other City departments. Such costs to other departments are billed at a predetermined cost per mile charge that includes depreciation. This charge is set annually during the budget process. The Vehicle Maintenance Fund is responsible for financing replacement vehicles, as necessary.

The ***Building Occupancy Fund*** is used to account for costs of operating a building maintenance program for City facilities. Such costs to other departments are billed at a predetermined rate set annually during the budget process.



## CITY OF BREA

**COMBINING STATEMENT OF NET POSITION  
INTERNAL SERVICE FUNDS  
JUNE 30, 2014**

	<u>Risk Management</u>	<u>Vehicle Maintenance</u>	<u>Building Occupancy</u>	<u>Total</u>
<b>Assets:</b>				
Current:				
Cash and investments	\$ 2,458,811	\$ 1,396,555	\$ 714,498	\$ 4,569,864
Accounts receivable	-	13,149	-	13,149
Due from other governments	2,000	2,400	-	4,400
<b>Total Current Assets</b>	<b>2,460,811</b>	<b>1,412,104</b>	<b>714,498</b>	<b>4,587,413</b>
Noncurrent:				
Advances to other funds	2,583,621	-	-	2,583,621
Capital assets - net of accumulated depreciation	-	3,749,602	1,139,974	4,889,576
<b>Total Noncurrent Assets</b>	<b>2,583,621</b>	<b>3,749,602</b>	<b>1,139,974</b>	<b>7,473,197</b>
<b>Total Assets</b>	<b>\$ 5,044,432</b>	<b>\$ 5,161,706</b>	<b>\$ 1,854,472</b>	<b>\$ 12,060,610</b>
<b>Liabilities and Net Position:</b>				
<b>Liabilities:</b>				
Current:				
Accounts payable	\$ 14,591	\$ 66,000	\$ 193,314	\$ 273,905
Accrued liabilities	3,924	11,931	14,286	30,141
Accrued interest	-	-	9,957	9,957
Accrued compensated absences, due within one year	-	25,793	35,828	61,621
Accrued claims and judgments, due within one year	1,198,119	-	-	1,198,119
Bonds, notes, and capital leases, due within one year	-	-	146,719	146,719
<b>Total Current Liabilities</b>	<b>1,216,634</b>	<b>103,724</b>	<b>400,104</b>	<b>1,720,462</b>
Noncurrent:				
Accrued compensated absences, due in more than one year	-	8,598	11,942	20,540
Accrued claims and judgments, due in more than one year	3,084,288	-	-	3,084,288
Bonds, notes, and capital leases, due in more than one year	-	-	482,690	482,690
<b>Total Noncurrent Liabilities</b>	<b>3,084,288</b>	<b>8,598</b>	<b>494,632</b>	<b>3,587,518</b>
<b>Total Liabilities</b>	<b>4,300,922</b>	<b>112,322</b>	<b>894,736</b>	<b>5,307,980</b>
<b>Net Position:</b>				
Net investment in capital assets	-	3,749,602	510,565	4,260,167
Unrestricted	743,510	1,299,782	449,171	2,492,463
<b>Total Net Position</b>	<b>743,510</b>	<b>5,049,384</b>	<b>959,736</b>	<b>6,752,630</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 5,044,432</b>	<b>\$ 5,161,706</b>	<b>\$ 1,854,472</b>	<b>\$ 12,060,610</b>

CITY OF BREA

COMBINING STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN FUND NET POSITION  
INTERNAL SERVICE FUNDS  
YEAR ENDED JUNE 30, 2014

	<u>Risk Management</u>	<u>Vehicle Maintenance</u>	<u>Building Occupancy</u>	<u>Total</u>
<b>Operating Revenues:</b>				
Charge for services	\$ 2,882,256	\$ 2,261,170	\$ 2,246,808	\$ 7,390,234
Miscellaneous	59,708	67,319	-	127,027
<b>Total Operating Revenues</b>	<b><u>2,941,964</u></b>	<b><u>2,328,489</u></b>	<b><u>2,246,808</u></b>	<b><u>7,517,261</u></b>
<b>Operating Expenses:</b>				
Personnel services	188,065	542,251	660,339	1,390,655
Maintenance and operation	1,323,781	993,071	1,711,172	4,028,024
Claims and judgments	661,661	-	-	661,661
Depreciation expense	-	663,051	92,194	755,245
<b>Total Operating Expenses</b>	<b><u>2,173,507</u></b>	<b><u>2,198,373</u></b>	<b><u>2,463,705</u></b>	<b><u>6,835,585</u></b>
Operating Income (Loss)	<u>768,457</u>	<u>130,116</u>	<u>(216,897)</u>	<u>681,676</u>
<b>Nonoperating Revenues (Expenses):</b>				
Intergovernmental	-	-	69,290	69,290
Interest revenue	30,891	13,380	6,338	50,609
Interest expense	-	-	(31,810)	(31,810)
Gain (loss) on disposal of capital assets	-	59,441	-	59,441
<b>Total Nonoperating Revenues (Expenses)</b>	<b><u>30,891</u></b>	<b><u>72,821</u></b>	<b><u>43,818</u></b>	<b><u>147,530</u></b>
Income (Loss) Before Transfers	799,348	202,937	(173,079)	829,206
Transfers in	-	-	302,000	302,000
Transfers out	<u>(260,000)</u>	<u>(56,064)</u>	<u>(50,000)</u>	<u>(366,064)</u>
Changes in Net Position	539,348	146,873	78,921	765,142
<b>Net Position:</b>				
Beginning of Year	<u>204,162</u>	<u>4,902,511</u>	<u>880,815</u>	<u>5,987,488</u>
<b>End of Fiscal Year</b>	<b><u>\$ 743,510</u></b>	<b><u>\$ 5,049,384</u></b>	<b><u>\$ 959,736</u></b>	<b><u>\$ 6,752,630</u></b>

## CITY OF BREA

**COMBINING STATEMENT OF CASH FLOWS  
INTERNAL SERVICE FUNDS  
YEAR ENDED JUNE 30, 2014**

	Risk Management	Vehicle Maintenance	Building Occupancy	Total
<b>Cash Flows from Operating Activities:</b>				
Cash received from customers and users	\$ 3,107,165	\$ 2,317,899	\$ 2,252,852	\$ 7,677,916
Cash paid to suppliers for goods and services	(2,146,396)	(1,337,292)	(1,561,709)	(5,045,397)
Cash paid to employees for services	(849,726)	(534,781)	(650,908)	(2,035,415)
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>111,043</b>	<b>445,826</b>	<b>40,235</b>	<b>597,104</b>
<b>Cash Flows from Non-Capital Financing Activities:</b>				
Cash transfers out for noncapital financing activities	(260,000)	(56,064)	(50,000)	(366,064)
Cash transfers in for noncapital financing activities	-	-	302,000	302,000
Advances received from other funds	568,166	-	-	568,166
Grant subsidy	-	-	69,290	69,290
<b>Net Cash Provided (Used) by Non-Capital Financing Activities</b>	<b>308,166</b>	<b>(56,064)</b>	<b>321,290</b>	<b>573,392</b>
<b>Cash Flows from Capital and Related Financing Activities:</b>				
Acquisition and construction of capital assets	-	(333,379)	(16,106)	(349,485)
Proceeds from sales of capital assets	-	62,380	-	62,380
Principal paid on capital debt	-	-	(140,155)	(140,155)
Interest paid on capital debt	-	-	(34,027)	(34,027)
<b>Net Cash Provided (Used) by Capital and Related Financing Activities</b>	<b>-</b>	<b>(270,999)</b>	<b>(190,288)</b>	<b>(461,287)</b>
<b>Cash Flows from Investing Activities:</b>				
Interest received	30,891	13,380	6,338	50,609
<b>Net Cash Provided (Used) by Investing Activities</b>	<b>30,891</b>	<b>13,380</b>	<b>6,338</b>	<b>50,609</b>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b>450,100</b>	<b>132,143</b>	<b>177,575</b>	<b>759,818</b>
Cash and Cash Equivalents at Beginning of Year	2,008,711	1,264,412	536,923	3,810,046
<b>Cash and Cash Equivalents at End of Year</b>	<b>\$ 2,458,811</b>	<b>\$ 1,396,555</b>	<b>\$ 714,498</b>	<b>\$ 4,569,864</b>
<b>Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:</b>				
Operating income (loss)	\$ 768,457	\$ 130,116	\$ (216,897)	\$ 681,676
<b>Adjustments to reconcile operating income (loss) net cash provided (used) by operating activities:</b>				
Depreciation	-	663,051	92,194	755,245
(Increase) decrease in accounts receivable	50,089	(13,149)	-	36,940
(Increase) decrease in due from other governments	115,112	2,559	6,044	123,715
Increase (decrease) in accounts payable	(33,902)	(345,173)	146,741	(232,334)
Increase (decrease) in accrued liabilities	378	952	2,722	4,052
Increase (decrease) in claims and judgments	(789,091)	-	-	(789,091)
Increase (decrease) in compensated absences	-	7,470	9,431	16,901
<b>Total Adjustments</b>	<b>(657,414)</b>	<b>315,710</b>	<b>257,132</b>	<b>(84,572)</b>
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>\$ 111,043</b>	<b>\$ 445,826</b>	<b>\$ 40,235</b>	<b>\$ 597,104</b>

**Non-Cash Investing, Capital, and Financing Activities:**

There was no non-cash investing, capital or financing activities during fiscal year 2013-2014.

## FIDUCIARY FUNDS

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The ***Fairway Center Community Facilities District 1988-1 Fund*** is an Agency Fund used to account for the collection and payment to the holders of the 2003 Special Tax Refunding Bonds. The outstanding balance was paid in full as of June 30, 2014.

The ***Bexley Assessment District 2001-1 Fund*** is an Agency Fund used to account for the collection and payment of neighborhood sewer improvements.

The ***Hillside Open Space Education Coalition*** is an Agency Fund used to account for the funds received to educate the public as to the importance of hillside preservation.

The ***Imperial Center East Community Facilities District 1990-1 Fund*** is an Agency Fund used to account for the collection and payment to the holders of the 1999 Special Tax Note.

The ***Downtown Community Facilities District 1996-1 Fund*** is an Agency Fund used to account for the collection and payment to the holders of the 1997 Special Tax Bonds.

The ***Olinda Heights Community Facilities District 1997-1 Fund*** is an Agency Fund used to account for the collection and payment to the holders of the 2005 Special Tax Bonds.

The ***Brea Plaza Community Facilities District 2008-02 Fund*** is an Agency Fund used to account for the collection and payment to the holders of the 2009 Special Tax Bonds.

The ***Integrated Law and Justice Agency of Orange County (ILJAOC) Fund*** is an Agency Fund used to account for the collection and payment related to a joint venture agreement with several other public agencies of Orange County. The City acts as a treasurer for the ILJAOC.

CITY OF BREA

COMBINING BALANCE SHEET  
 ALL AGENCY FUNDS  
 JUNE 30, 2014

	Fairway Center	Bexley	Hillside Open Space Education Coalition	Imperial Center East
<b>Assets:</b>				
Cash and investments	\$ -	\$ -	\$ 520,216	\$ 274,775
Receivables:				
Accounts	-	30,572	-	-
Taxes	-	-	-	-
Due from other governments	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
<b>Total Assets</b>	<b>\$ -</b>	<b>\$ 30,572</b>	<b>\$ 520,216</b>	<b>\$ 274,775</b>
<b>Liabilities:</b>				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	-	-	520,216	274,775
Deposits payable	-	-	-	-
Due to City of Brea	-	30,572	-	-
Due to external parties/other agencies	-	-	-	-
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ 30,572</b>	<b>\$ 520,216</b>	<b>\$ 274,775</b>

## CITY OF BREA

**COMBINING BALANCE SHEET  
 ALL AGENCY FUNDS  
 JUNE 30, 2014**

	<b>Downtown Community Facilities District</b>	<b>Olinda Heights</b>	<b>Brea Plaza</b>	<b>ILJAOC</b>	<b>Total</b>
<b>Assets:</b>					
Cash and investments	\$ 258,225	\$ 277,229	\$ 343,198	\$ 2,793,633	\$ 4,467,276
Receivables:					
Accounts	-	-	-	24,906	55,478
Taxes	-	10,713	-	-	10,713
Due from other governments	-	-	-	635,580	635,580
Restricted assets:					
Cash and investments with fiscal agents	163,004	459,608	829,538	-	1,452,150
<b>Total Assets</b>	<b>\$ 421,229</b>	<b>\$ 747,550</b>	<b>\$ 1,172,736</b>	<b>\$ 3,454,119</b>	<b>\$ 6,621,197</b>
<b>Liabilities:</b>					
Accounts payable	\$ 1,497	\$ 43	\$ 77	\$ 674,357	\$ 675,974
Accrued liabilities	-	600	319	-	795,910
Deposits payable	-	-	-	262,077	262,077
Due to City of Brea	-	-	-	-	30,572
Due to external parties/other agencies	419,732	746,907	1,172,340	2,517,685	4,856,664
<b>Total Liabilities</b>	<b>\$ 421,229</b>	<b>\$ 747,550</b>	<b>\$ 1,172,736</b>	<b>\$ 3,454,119</b>	<b>\$ 6,621,197</b>

## CITY OF BREA

**COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
 ALL AGENCY FUNDS  
 YEAR ENDED JUNE 30, 2014**

	<u>Balance 7/1/2013</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance 6/30/2014</u>
<b><u>Fairway Center</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 137,361	\$ 1,675,283	\$ 1,812,644	\$ -
Restricted assets:				
Cash and investments with fiscal agents	206,535	1,802,737	2,009,272	-
<b>Total Assets</b>	<b>\$ 343,896</b>	<b>\$ 3,478,020</b>	<b>\$3,821,916</b>	<b>\$ -</b>
<b>Liabilities:</b>				
Accounts payable	\$ 19	\$ 10,085	\$ 10,104	\$ -
Accrued liabilities	261	-	261	-
Due to external parties/other agencies	343,616	1,676,661	2,020,277	-
<b>Total Liabilities</b>	<b>\$ 343,896</b>	<b>\$ 1,686,746</b>	<b>\$2,030,642</b>	<b>\$ -</b>
<b><u>Bexley</u></b>				
<b>Assets:</b>				
Cash and investments	\$ -	\$ 13,176	\$ 13,176	\$ -
Receivables:				
Accounts	39,317	5,378	14,123	30,572
Taxes	1,254	-	1,254	-
<b>Total Assets</b>	<b>\$ 40,571</b>	<b>\$ 18,554</b>	<b>\$ 28,553</b>	<b>\$ 30,572</b>
<b>Liabilities:</b>				
Due to City of Brea	\$ 40,153	\$ 3,585	\$ 13,166	\$ 30,572
Due to external parties/other agencies	418	-	418	-
<b>Total Liabilities</b>	<b>\$ 40,571</b>	<b>\$ 3,585</b>	<b>\$ 13,584</b>	<b>\$ 30,572</b>
<b><u>Hillside Open Space Education Coalition</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 513,885	\$ 6,331	\$ -	\$ 520,216
<b>Total Assets</b>	<b>\$ 513,885</b>	<b>\$ 6,331</b>	<b>\$ -</b>	<b>\$ 520,216</b>
<b>Liabilities:</b>				
Accrued liabilities	\$ 513,885	\$ 6,331	\$ -	\$ 520,216
<b>Total Liabilities</b>	<b>\$ 513,885</b>	<b>\$ 6,331</b>	<b>\$ -</b>	<b>\$ 520,216</b>
<b><u>Imperial Center East</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 274,158	\$ 164,127	\$ 163,510	\$ 274,775
<b>Total Assets</b>	<b>\$ 274,158</b>	<b>\$ 164,127</b>	<b>\$ 163,510</b>	<b>\$ 274,775</b>
<b>Liabilities:</b>				
Accrued liabilities	\$ 274,158	\$ 164,127	\$ 163,510	\$ 274,775
<b>Total Liabilities</b>	<b>\$ 274,158</b>	<b>\$ 164,127</b>	<b>\$ 163,510</b>	<b>\$ 274,775</b>

## CITY OF BREA

**COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
 ALL AGENCY FUNDS  
 YEAR ENDED JUNE 30, 2014**

	<u>Balance 7/1/2013</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance 6/30/2014</u>
<b><u>Downtown Community Facilities District</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 219,038	\$ 323,261	\$ 284,074	\$ 258,225
Restricted assets:				
Cash and investments with fiscal agents	260,954	1,887,168	1,985,118	163,004
<b>Total Assets</b>	<b><u>\$ 479,992</u></b>	<b><u>\$ 2,210,429</u></b>	<b><u>\$2,269,192</u></b>	<b><u>\$ 421,229</u></b>
<b>Liabilities:</b>				
Accounts payable	\$ 243	\$ 21,277	\$ 20,023	\$ 1,497
Accrued liabilities	493	-	493	-
Due to external parties/other agencies	479,256	1,952,226	2,011,750	419,732
<b>Total Liabilities</b>	<b><u>\$ 479,992</u></b>	<b><u>\$ 1,973,503</u></b>	<b><u>\$2,032,266</u></b>	<b><u>\$ 421,229</u></b>
<b><u>Olinda Heights</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 278,689	\$ 488,296	\$ 489,756	\$ 277,229
Receivables:				
Taxes	13,845	10,713	13,845	10,713
Restricted assets:				
Cash and investments with fiscal agents	452,995	447,231	440,618	459,608
<b>Total Assets</b>	<b><u>\$ 745,529</u></b>	<b><u>\$ 946,240</u></b>	<b><u>\$ 944,219</u></b>	<b><u>\$ 747,550</u></b>
<b>Liabilities:</b>				
Accounts payable	\$ 41	\$ 17,339	\$ 17,337	\$ 43
Accrued liabilities	493	600	493	600
Due to external parties/other agencies	744,995	495,199	493,287	746,907
<b>Total Liabilities</b>	<b><u>\$ 745,529</u></b>	<b><u>\$ 513,138</u></b>	<b><u>\$ 511,117</u></b>	<b><u>\$ 747,550</u></b>
<b><u>Brea Plaza</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 359,507	\$ 624,883	\$ 641,192	\$ 343,198
Restricted assets:				
Cash and investments with fiscal agents	819,834	627,805	618,101	829,538
<b>Total Assets</b>	<b><u>\$ 1,179,341</u></b>	<b><u>\$ 1,252,688</u></b>	<b><u>\$1,259,293</u></b>	<b><u>\$ 1,172,736</u></b>
<b>Liabilities:</b>				
Accounts payable	\$ 75	\$ 6,342	\$ 6,340	\$ 77
Accrued liabilities	261	319	261	319
Due to external parties/other agencies	1,179,005	651,305	657,970	1,172,340
<b>Total Liabilities</b>	<b><u>\$ 1,179,341</u></b>	<b><u>\$ 657,966</u></b>	<b><u>\$ 664,571</u></b>	<b><u>\$ 1,172,736</u></b>



## CITY OF BREA

**COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
 ALL AGENCY FUNDS  
 YEAR ENDED JUNE 30, 2014**

	<u>Balance 7/1/2013</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance 6/30/2014</u>
<b><u>ILJAO</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 2,245,467	\$ 1,499,864	\$ 951,698	\$ 2,793,633
Receivables:				
Accounts	26,660	24,906	26,660	24,906
Due from other governments	-	635,580	-	635,580
<b>Total Assets</b>	<b><u>\$ 2,272,127</u></b>	<b><u>\$ 2,160,350</u></b>	<b><u>\$ 978,358</u></b>	<b><u>\$ 3,454,119</u></b>
<b>Liabilities:</b>				
Accounts payable	\$ 96,179	\$ 1,336,407	\$ 758,228	\$ 674,358
Deposits payable	-	262,076	-	262,076
Due to external parties/other agencies	2,175,948	1,103,176	761,439	2,517,685
<b>Total Liabilities</b>	<b><u>\$ 2,272,127</u></b>	<b><u>\$ 2,701,659</u></b>	<b><u>\$1,519,667</u></b>	<b><u>\$ 3,454,119</u></b>
<b><u>Totals - All Agency Funds</u></b>				
<b>Assets:</b>				
Cash and investments	\$ 4,028,105	\$ 4,795,221	\$4,356,050	\$ 4,467,276
Receivables:				
Accounts	65,977	30,284	40,783	55,478
Taxes	15,099	10,713	15,099	10,713
Restricted assets:				
Cash and investments with fiscal agents	1,740,318	4,764,941	5,053,109	1,452,150
<b>Total Assets</b>	<b><u>\$ 5,849,499</u></b>	<b><u>\$10,236,739</u></b>	<b><u>\$9,465,041</u></b>	<b><u>\$ 6,621,197</u></b>
<b>Liabilities:</b>				
Accounts payable	\$ 96,557	\$ 1,391,450	\$ 812,032	\$ 675,975
Accrued liabilities	789,551	171,377	165,018	795,910
Due to City of Brea	40,153	3,585	13,166	30,572
Due to external parties/other agencies	4,923,238	5,878,567	5,945,141	4,856,664
<b>Total Liabilities</b>	<b><u>\$ 5,849,499</u></b>	<b><u>\$ 7,707,055</u></b>	<b><u>\$6,935,357</u></b>	<b><u>\$ 6,621,197</u></b>

## STATISTICAL SECTION

*This part of the City of Brea’s comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City’s overall financial health.*

<b>Contents</b>	<b>Page</b>
<b>Financial Trends</b> <i>These schedules contain trend information to help the reader understand how the city’s financial performance and well-being have changed over time.</i>	125
<b>Revenue Capacity</b> <i>These schedules contain information to help the reader assess the factors affecting the city’s ability to generate its property and sales taxes.</i>	130
<b>Debt Capacity</b> <i>These schedules present information to help the reader assess the affordability of the city’s current levels of outstanding debt and the city’s ability to issue additional debt in the future.</i>	134
<b>Demographic and Economic Information</b> <i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the city’s financial activities take place.</i>	139
<b>Operating Information</b> <i>These schedules contain information about the city’s operations and resources to help the reader understand how the city’s financial information relates to the services the city provides and the activities it performs.</i>	141

**Sources:** *Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*

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**CITY OF BREA**

**NET POSITION BY COMPONENT  
LAST NINE FISCAL YEARS  
(Accrual basis of accounting)**

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14
<b>Governmental Activities</b>									
Net investment in capital assets	\$ 39,535,624	\$ 43,121,285	\$ 44,751,794	\$ 43,350,936	\$ 49,313,284	\$ 40,774,347	\$ 36,846,317	\$ 165,031,654	\$ 164,750,324
Restricted	38,280,689	39,185,059	43,477,959	46,271,092	62,325,348	73,800,755	26,596,796	53,379,627	48,418,876
Unrestricted	(45,118,159)	(35,249,892)	(25,459,519)	(21,203,642)	(34,372,602)	(33,277,968)	157,129,179	29,028,179	30,997,188
Total governmental activities net position	\$ 32,698,154	\$ 47,056,452	\$ 62,770,234	\$ 68,418,386	\$ 77,266,030	\$ 81,297,134	\$ 220,572,292	\$ 247,439,460	\$ 244,166,388
<b>Business-type Activities</b>									
Net investment of capital assets	\$ 36,503,262	\$ 39,952,397	\$ 42,960,060	\$ 44,774,355	45,690,842	27,869,296	36,107,809	36,804,832	31,396,904
Restricted	2,597,925	2,613,592	2,623,071	1,885,573	-	7,028,848	5,217,299	7,411,252	5,213,677
Unrestricted	9,251,051	7,457,416	6,930,527	6,368,112	7,101,987	13,592,110	7,695,077	6,023,885	19,603,041
Total business-type activities net position	\$ 48,352,238	\$ 50,023,405	\$ 52,513,658	\$ 53,028,040	\$ 52,792,829	\$ 48,490,254	\$ 49,020,185	\$ 50,239,969	\$ 56,213,622
<b>Primary Government</b>									
Net investment of capital assets	\$ 76,038,886	\$ 83,073,682	\$ 87,711,854	\$ 88,125,291	\$ 95,004,126	\$ 68,643,643	\$ 72,954,126	\$ 201,836,486	\$ 196,147,228
Restricted	40,878,614	41,798,651	46,101,030	48,156,665	62,325,348	80,829,603	31,814,095	60,790,879	53,632,553
Unrestricted	(35,867,108)	(27,792,476)	(18,528,992)	(14,835,530)	(27,270,615)	(19,685,858)	164,824,256	35,052,064	50,600,229
Total primary government net position	\$ 81,050,392	\$ 97,079,857	\$ 115,283,892	\$ 121,446,426	\$ 130,058,859	\$ 129,787,388	\$ 269,592,477	\$ 297,679,429	\$ 300,380,010

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

**CITY OF BREA**

**CHANGES IN NET POSITION  
LAST NINE FISCAL YEARS  
(Accrual basis of accounting)**

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14
<b>Expenses:</b>									
Governmental activities:									
General government	\$ 15,921,216	\$ 12,437,009	\$ 10,179,967	\$ 11,501,616	\$ 8,516,391	\$ 7,530,948	\$ 9,747,589	\$ 7,495,185	\$ 7,352,190
Public safety	29,615,376	30,785,379	34,611,575	36,993,799	35,756,811	36,221,221	39,166,833	35,849,288	31,408,789
Community Development	11,235,023	10,488,918	7,623,158	9,214,020	17,213,948	11,056,047	2,312,830	2,615,088	5,201,569
Community services	5,374,163	6,316,665	6,659,386	6,907,228	6,154,495	6,106,128	6,623,220	6,622,332	7,023,682
Public Works	3,782,973	4,033,064	8,836,925	10,608,001	7,075,378	19,991,034	15,240,604	9,718,841	10,092,864
Interest on long-term debt	9,795,463	9,379,808	9,142,551	8,779,300	9,607,504	9,228,093	2,414,053	501,265	458,021
Total governmental activities expenses	75,724,214	73,440,843	77,053,562	84,003,964	84,324,547	90,133,471	75,505,129	62,801,999	61,537,115
<b>Business-type activities:</b>									
Urban run-off	-	200,158	174,302	226,256	284,692	244,479	269,518	288,517	310,717
Water utility	9,854,572	11,220,538	11,195,152	11,272,767	14,025,354	14,067,772	15,512,551	14,883,425	16,048,442
Sewer utility	674,799	698,152	758,958	1,307,733	1,073,775	1,080,134	1,227,087	1,353,552	1,525,820
Sanitation	2,201,668	2,289,888	2,348,281	2,444,076	2,486,588	2,565,324	2,706,954	2,789,289	2,849,515
Information Technology External Support	1,245,054	898,850	979,157	1,329,165	1,958,140	1,230,704	1,269,800	1,271,540	1,228,919
Total business-type activities expenses	13,976,093	15,307,586	15,455,850	16,579,997	19,828,549	19,188,413	20,985,910	20,586,323	21,963,413
Total primary government expenses	\$ 89,700,307	\$ 88,748,429	\$ 92,509,412	\$ 100,583,961	\$ 104,153,096	\$ 109,321,884	\$ 96,491,039	\$ 83,388,322	\$ 83,500,528
<b>Program Revenues:</b>									
Governmental activities:									
Charges for services:									
General government	\$ 330,736	\$ 604,856	\$ 1,036,421	\$ 1,013,985	\$ 730,875	\$ 433,932	\$ 2,177,602	\$ 1,890,749	\$ 1,631,098
Public safety	10,955,628	11,192,257	12,201,407	12,624,891	13,651,052	12,878,402	13,155,339	7,315,925	1,533,213
Community Development	861,624	1,041,275	783,633	21,926	604,565	567,237	583,339	1,535,351	1,092,041
Community services	2,833,247	2,856,575	3,015,379	3,074,717	3,304,933	2,248,603	1,737,725	3,638,056	4,672,523
Public Works	686,196	553,802	484,085	490,302	469,533	2,262,329	1,955,188	1,688,142	1,909,409
Operating contributions and grants	4,938,360	6,972,249	8,279,190	6,362,517	5,111,923	3,542,733	6,364,114	4,955,213	3,502,773
Capital contributions and grants	5,062,631	5,480,879	6,941,249	6,761,134	15,640,554	4,501,863	8,472,778	3,495,573	1,187,623
Total governmental activities program revenues	25,668,422	28,701,893	32,741,364	30,349,472	39,513,435	26,435,099	34,446,085	24,519,009	15,528,680
<b>Business-type activities:</b>									
Charges for services:									
Urban run-off	-	196,799	314,762	329,143	333,760	351,123	377,950	361,321	380,256
Water utility	8,717,639	10,302,495	10,456,507	10,565,259	11,344,697	11,834,601	14,085,133	16,401,415	18,813,373
Sewer utility	402,532	1,443,307	1,776,075	1,875,014	1,894,176	2,008,507	1,932,161	2,018,405	2,136,760
Sanitation	2,666,432	2,734,180	2,844,356	2,959,536	3,037,508	3,138,125	3,158,430	3,199,135	3,317,183
I.T. External Support	762,234	759,967	1,026,609	1,679,249	1,546,020	1,642,756	1,676,577	1,499,019	1,472,730
Operating contributions and grants	10,648	-	-	-	-	11,323	11,323	-	11,371
Capital contributions and grants	763,924	358,240	192,527	214,182	389,905	-	-	-	1,209,000
Total business-type activities program revenues	13,323,409	15,794,988	16,610,836	17,622,383	18,546,066	18,986,435	21,241,574	23,490,618	27,340,673
Primary government program revenues	\$ 38,991,831	\$ 44,496,881	\$ 49,352,200	\$ 47,971,855	\$ 58,059,501	\$ 45,421,534	\$ 55,687,659	\$ 48,009,627	\$ 42,869,353

<b>Net (Expense)/Revenue:</b>																				
Governmental activities	\$ (50,055,792)	\$ (44,738,950)	\$ (44,312,198)	\$ (53,654,492)	\$ (44,811,112)	\$ (63,698,372)	\$ (41,059,044)	\$ (38,282,990)	\$ (46,008,435)											
Business-type activities	(652,684)	487,402	1,154,986	1,042,386	(1,282,483)	(201,978)	255,664	2,904,295	5,377,260											
Total primary government net expense	<u>\$ (50,708,476)</u>	<u>\$ (44,251,548)</u>	<u>\$ (43,157,212)</u>	<u>\$ (52,612,106)</u>	<u>\$ (46,093,595)</u>	<u>\$ (63,900,350)</u>	<u>\$ (40,803,380)</u>	<u>\$ (35,378,695)</u>	<u>\$ (40,631,175)</u>											

**General Revenues and Other Changes in Net Position:**

Governmental activities:																				
Taxes																				
Property taxes	\$ 31,303,342	\$ 31,394,371	\$ 34,287,289	\$ 34,580,106	\$ 31,765,514	\$ 35,480,231	\$ 31,974,080	\$ 12,320,889	\$ 13,314,758											
Transient occupancy taxes	1,299,306	1,251,177	1,313,822	1,213,362	1,176,279	1,227,168	1,280,631	1,401,140	1,513,160											
Sales taxes	18,472,370	18,539,330	18,082,988	16,492,209	15,065,207	16,918,523	19,248,771	19,315,104	20,657,918											
Franchise taxes	1,341,242	1,481,163	1,454,010	1,513,468	1,480,286	1,707,497	1,706,631	1,693,964	1,682,274											
Business licenses taxes	1,007,763	1,028,943	1,071,528	1,079,260	1,035,032	948,184	975,742	985,391	1,054,054											
Other taxes	2,116,492	2,156,450	428,933	371,063	396,676	379,639	555,291	690,840	860,520											
Motor vehicle in lieu	320,531	261,414	224,381	183,026	163,475	184,311	70,227	71,847	68,846											
Use of money and property	200,149	1,113,897	1,663,418	1,425,966	2,012,565	4,054,982	1,242,184	603,010	802,974											
Gain on sale of assets	956,682	-	-	-	-	-	-	6,923	76,461											
Contributions to permanent funds	-	-	-	-	-	-	1,322,891	-	-											
Other	1,115,642	2,014,354	1,756,352	1,687,278	567,310	1,675,428	1,177,781	2,820,335	1,812,159											
Extraordinary gain on dissolution of Redevelopment Agency <sup>1,2</sup>	-	-	-	-	-	-	119,686,954	21,522,303	-											
Transfers	729,372	(143,851)	(169,931)	920,557	(3,588)	5,153,514	1,093,019	3,256,862	892,239											
Total governmental activities	<u>58,862,891</u>	<u>59,097,248</u>	<u>60,112,790</u>	<u>59,466,295</u>	<u>53,658,756</u>	<u>67,729,477</u>	<u>180,334,202</u>	<u>64,688,608</u>	<u>42,735,363</u>											

Business-type activities:

Use of money and property	266,605	594,268	485,070	392,553	972,854	1,052,916	415,256	54,871	125,999
Other	340,053	445,646	680,266	-	70,830	-	952,030	1,320,699	1,362,633
Transfers	(729,372)	143,851	169,931	(920,557)	3,588	(5,153,514)	(1,093,019)	(3,256,862)	(892,239)
Total business-type activities	<u>(122,714)</u>	<u>1,183,765</u>	<u>1,335,267</u>	<u>(528,004)</u>	<u>1,047,272</u>	<u>(4,100,598)</u>	<u>274,267</u>	<u>(1,881,292)</u>	<u>596,393</u>
Total primary government	<u>\$ 58,740,177</u>	<u>\$ 60,281,013</u>	<u>\$ 61,448,057</u>	<u>\$ 58,938,291</u>	<u>\$ 54,706,028</u>	<u>\$ 63,628,879</u>	<u>\$ 180,608,469</u>	<u>\$ 62,807,316</u>	<u>\$ 43,331,756</u>

**Change in Net Position:**

Governmental activities	\$ 8,807,099	\$ 14,358,298	\$ 15,800,592	\$ 5,811,803	\$ 8,847,644	\$ 4,031,105	\$ 139,275,158	\$ 26,405,618	\$ (3,273,072)
Business-type activities	(775,398)	1,671,167	2,490,253	514,382	(235,211)	(4,302,576)	529,931	1,023,003	5,973,653
Total primary government	<u>\$ 8,031,701</u>	<u>\$ 16,029,465</u>	<u>\$ 18,290,845</u>	<u>\$ 6,326,185</u>	<u>\$ 8,612,433</u>	<u>\$ (271,471)</u>	<u>\$ 139,805,089</u>	<u>\$ 27,428,621</u>	<u>\$ 2,700,581</u>

<sup>1</sup>During the fiscal year ended June 30, 2012, the assets, liabilities and fund balances of the Brea Redevelopment Agency were transferred to the Successor Agency on February 1, 2012, as a result of the dissolution of Redevelopment Agencies in California.

<sup>2</sup>During the fiscal year ended June 30, 2013, the Successor Agency transferred the affordable housing assets to the City, as a result of the dissolution of Redevelopment Agencies in California.

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

CITY OF BREa

FUND BALANCES - GOVERNMENTAL FUNDS  
LAST NINE FISCAL YEARS  
(Modified accrual basis of accounting)

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11 <sup>1</sup>	Fiscal Year 2011-12 <sup>2</sup>	Fiscal Year 2012-13 <sup>3</sup>	Fiscal Year 2013-14
General Fund									
Reserved	\$ 1,984,229	\$ 2,669,465	\$ 2,322,137	\$ 1,380,677	\$ 785,545	\$ -	\$ -	\$ -	\$ -
Unreserved	18,203,868	19,727,910	19,831,412	20,855,888	21,339,180	-	-	-	-
Nonspendable	-	-	-	-	-	362,049	1,580,778	1,675,150	1,096,665
Restricted	-	-	-	-	-	870,294	926,483	1,191,585	1,161,494
Committed	-	-	-	-	-	7,048,285	6,546,809	7,496,895	8,649,210
Assigned	-	-	-	-	-	798,915	590,613	667,696	800,857
Unassigned	-	-	-	-	-	16,998,367	21,075,761	21,224,287	21,046,657
Total general fund	\$ 20,188,097	\$ 22,397,375	\$ 22,153,549	\$ 22,236,565	\$ 22,124,725	\$ 26,077,910	\$ 30,720,444	\$ 32,255,613	\$ 32,754,883
All Other Governmental Funds									
Reserved	\$ 18,539,691	\$ 39,552,796	\$ 38,414,600	\$ 28,011,213	\$ 47,477,075	\$ -	\$ -	\$ -	\$ -
Unreserved, reported in:									
Special revenue funds	14,873,497	13,300,481	8,441,729	10,753,310	9,623,245	-	-	-	-
Capital projects funds	41,527,667	22,022,416	17,893,745	32,341,656	22,796,432	-	-	-	-
Debt service funds	16,200,927	16,667,790	18,483,272	17,927,243	12,049,980	-	-	-	-
Nonspendable	-	-	-	-	-	21,711,076	-	-	18,212,052
Restricted	-	-	-	-	-	70,255,597	25,670,313	52,188,042	29,045,330
Assigned	-	-	-	-	-	9,915,996	1,705,413	-	-
Unassigned	-	-	-	-	-	(335,374)	(54,141)	(144,652)	(89,971)
Total all other governmental funds	\$ 91,141,782	\$ 91,543,483	\$ 83,233,346	\$ 89,033,422	\$ 91,946,732	\$ 101,547,295	\$ 27,321,585	\$ 52,043,390	\$ 47,167,411

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

<sup>1</sup> During the fiscal year ended June 30, 2011, the City adopted GASB Statement 54 which established new categories for fund balance.

<sup>2</sup> During the fiscal year ended June 30, 2012, the assets, liabilities (current and long-term debt obligations) and fund balances of the former Brea Redevelopment Agency were transferred to the Successor Agency on February 1, 2012, as a result of the dissolution of redevelopment agencies in California.

<sup>3</sup> During the fiscal year ended June 30, 2013, the Successor Agency transferred to the City of Brea the housing assets of the former Brea Redevelopment Agency.

CITY OF BREA

**CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS  
LAST NINE FISCAL YEARS  
(Modified accrual basis of accounting)**

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14
<b>Revenues:</b>									
Taxes	\$ 57,344,895	\$ 57,844,388	\$ 58,184,372	\$ 56,253,190	\$ 55,174,409	\$ 53,658,443	\$ 52,965,161	\$ 33,464,585	\$ 35,621,119
Licenses and permits	463,024	414,587	389,220	496,386	468,491	502,449	468,154	485,113	608,664
Intergovernmental	2,628,195	3,762,077	8,114,101	6,208,976	3,678,295	9,065,309	9,057,154	7,391,599	5,921,198
Contributions	-	-	-	-	13,400,000	-	6,012,024	2,299,568	199,811
Charges for services	12,703,351	13,524,516	13,946,450	15,041,718	14,754,248	17,578,136	16,383,685	12,386,985	7,416,279
Use of money and property <sup>1</sup>	3,679,272	7,393,552	7,647,945	5,219,651	3,833,071	3,625,103	3,212,863	1,797,849	2,580,210
Fines and forfeitures	1,551,306	1,359,796	2,064,038	1,834,868	2,160,058	1,823,981	1,811,929	1,500,354	1,067,593
Miscellaneous	1,252,321	2,509,005	2,549,669	2,612,448	2,566,836	3,431,088	5,032,030	5,377,484	2,907,555
<b>Total revenues</b>	<b>79,622,364</b>	<b>86,807,921</b>	<b>92,895,795</b>	<b>87,667,237</b>	<b>96,035,408</b>	<b>89,684,509</b>	<b>94,943,000</b>	<b>64,703,537</b>	<b>56,322,429</b>
<b>Expenditures:</b>									
General Government	12,081,211	8,514,794	6,680,795	7,125,057	6,302,472	6,199,044	6,889,583	5,569,582	5,479,851
Public Safety	28,389,417	32,344,220	34,381,768	36,548,783	35,669,855	34,916,663	36,925,686	35,270,155	31,461,089
Development Services <sup>2</sup>	9,051,932	8,122,315	7,568,746	9,177,580	5,177,066	-	-	-	-
Community Development <sup>2</sup>	-	-	-	-	-	6,581,513	2,213,502	2,669,989	5,206,914
Community Services	4,811,257	5,729,198	5,982,070	6,470,313	6,108,153	5,808,160	5,930,685	6,141,746	6,450,201
Maintenance Services <sup>2</sup>	3,334,639	3,765,916	4,299,500	6,935,005	4,201,954	-	-	-	-
Public Works <sup>2</sup>	-	-	-	-	-	4,550,487	4,715,759	4,769,385	4,925,155
Capital Outlay	3,049,250	6,940,525	22,321,493	7,601,076	13,152,533	26,027,011	12,901,819	6,896,432	7,350,289
<b>Debt service:</b>									
Principal retirement	7,317,145	7,485,660	7,716,246	7,268,934	8,476,465	8,402,943	9,021,235	368,460	350,000
Interest and fiscal charges	9,133,951	8,968,007	8,800,953	7,900,652	8,899,460	8,980,763	4,246,122	460,878	439,402
Debt issuance costs	-	-	-	720,002	145,961	649,830	-	-	-
Pass-through agreement payments	2,276,832	2,449,524	2,193,506	2,564,792	3,437,854	2,537,558	457,812	-	-
SERAF payment	-	-	-	-	8,983,766	1,849,599	-	-	-
<b>Total expenditures</b>	<b>79,445,634</b>	<b>84,320,159</b>	<b>99,945,077</b>	<b>92,312,194</b>	<b>100,555,539</b>	<b>106,503,571</b>	<b>83,302,203</b>	<b>62,146,627</b>	<b>61,662,901</b>
Excess (deficiency) of revenues over (under) expenditures	176,730	2,487,762	(7,049,282)	(4,644,957)	(4,520,131)	(16,819,062)	11,640,797	2,556,910	(5,340,472)
<b>Other Financing Sources (Uses):</b>									
Transfers in	12,536,427	17,112,729	31,616,075	27,097,193	23,268,409	33,603,347	11,074,821	6,904,709	5,890,552
Transfers out	(11,969,090)	(18,771,512)	(33,120,756)	(25,761,520)	(23,361,808)	(28,816,796)	(10,207,113)	(4,733,798)	(4,934,249)
Sale of capital assets	1,083,330	-	-	-	-	-	-	6,850	7,460
Capital leases	139,500	1,782,000	-	327,376	-	-	-	-	-
Long-term debt issued	-	-	-	20,925,000	7,415,000	38,594,323	-	-	-
Refunded debt redeemed	-	-	-	(12,060,000)	-	(13,185,000)	-	-	-
Bond premium	-	-	-	-	-	351,694	-	-	-
Bond discount	-	-	-	-	-	(174,757)	-	-	-
Total other financing sources (uses)	1,790,167	123,217	(1,504,681)	10,528,049	7,321,601	30,372,811	867,708	2,177,761	963,763
Extraordinary gain on dissolution of Redevelopment Agency <sup>3,4</sup>	-	-	-	-	-	-	(82,091,681)	21,522,303	-
<b>Net change in fund balances</b>	<b>\$ 1,966,897</b>	<b>\$ 2,610,979</b>	<b>\$ (8,553,963)</b>	<b>\$ 5,883,092</b>	<b>\$ 2,801,470</b>	<b>\$ 13,553,749</b>	<b>\$ (69,583,176)</b>	<b>\$ 26,256,974</b>	<b>\$ (4,376,709)</b>
Debt service as a percentage of noncapital expenditures	22.28%	22.21%	21.28%	18.76%	20.05%	20.10%	17.30%	1.52%	1.43%

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

<sup>1</sup> Beginning fiscal year ended June 30, 2010, the amount reported is a combination of investment and rental income.

<sup>2</sup> Effective July 1, 2010, the Development and Maintenance Services Departments were eliminated and the Community Development and Public Works Departments were created due to the City of Brea's

<sup>3</sup> During the fiscal year ended June 30, 2012, the assets, liabilities (current and long-term debt obligations) and fund balances of the Brea Redevelopment Agency were transferred to the Successor Agency as a result of the dissolution of redevelopment agencies in California.

<sup>4</sup> During the fiscal year ended June 30, 2013, the Successor Agency transferred to the City of Brea the housing assets of the former Brea Redevelopment Agency.



CITY OF BREA

**ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY  
LAST TEN FISCAL YEARS**

<b>Fiscal Year Ended June 30</b>	<b>Residential Property</b>	<b>Commercial Property</b>	<b>Industrial Property</b>	<b>Other Property <sup>1</sup></b>	<b>Total Taxable Assessed Value <sup>2</sup></b>	<b>Total Direct Tax Rate</b>
2005	2,583,635,646	991,557,410	647,793,880	1,160,480,511	5,383,467,447	0.17402
2006	2,859,164,791	997,440,500	673,513,691	1,260,261,500	5,790,380,482	0.17402
2007	3,150,677,401	1,121,437,204	725,636,109	1,503,284,513	6,501,035,227	0.17402
2008	3,369,302,387	1,178,077,438	730,088,623	1,528,851,283	6,806,319,731	0.17402
2009	3,420,432,796	1,535,537,061	1,161,803,074	917,687,313	7,035,460,244	0.17402
2010	3,319,962,213	1,554,892,370	1,199,008,537	905,419,292	6,979,282,412	0.17402
2011	3,579,683,419	1,548,534,540	1,135,559,625	753,830,318	7,017,607,902	0.17402
2012	3,637,044,394	1,543,677,299	1,077,624,463	723,537,802	6,981,883,958	0.17402
2013	3,805,741,803	1,544,954,532	1,145,495,173	682,982,424	7,179,173,932	0.17402
2014	3,927,143,843	1,569,625,782	1,112,039,457	839,411,616	7,448,220,716	0.17402

<sup>1</sup> Other property includes recreational, institutional, vacant, and miscellaneous property.

<sup>2</sup> Tax-exempt property is excluded from the total taxable assessed value.

NOTE:

In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Sources: HdL Coren & Cone; Orange County Assessor

**CITY OF BREa**

**DIRECT AND OVERLAPPING PROPERTY TAX RATES  
LAST NINE FISCAL YEARS**

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14
City Direct Rates:									
City of Brea	\$ 0.12902	\$ 0.12902	\$ 0.12902	\$ 0.12902	\$ 0.12902	\$ 0.12902	\$ 0.12902	\$ 0.12902	\$ 0.12902
City of Brea Paramedics Tax <sup>1</sup>	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500
<b>Total City Direct Rate</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>	<b>0.17402</b>
Overlapping Rates:									
Brea-Olinda Unified School District General Fund	0.43988	0.43988	0.44000	0.43990	0.43990	0.43990	0.43990	0.43990	0.43990
Brea-Olinda Unified School District Bonds	0.92436	0.02183	0.02241	0.02270	0.02285	0.02426	0.02367	0.02365	0.02470
NOC Community College General Fund	0.06663	0.06663	0.06700	0.06660	0.06660	0.06660	0.06660	0.06660	0.06660
NOC Community College Bonds	0.01666	0.01444	0.01502	0.01493	0.01662	0.01758	0.01742	0.01902	0.01704
Educational Revenue Augmentation Fund	0.18261	0.18261	0.18300	0.18260	0.18260	0.18260	0.18260	0.18260	0.18260
Orange County Department of Education	0.03908	0.03908	0.03900	0.03910	0.03910	0.03910	0.03910	0.03910	0.03910
Orange County Flood Control District	0.01888	0.01888	0.01900	0.01888	0.01880	0.01880	0.01880	0.01888	0.01888
Orange County General Fund	0.05885	0.05885	0.05900	0.05890	0.05890	0.05890	0.05890	0.05890	0.05890
Orange County Harbors, Beaches & Parks	0.01459	0.01459	0.01460	0.01459	0.01459	0.01459	0.01459	0.01459	0.01459
Orange County Library District	0.01592	0.01592	0.01590	0.01592	0.01592	0.01592	0.01592	0.01592	0.01592
Orange County Sanitation District Two Operating	0.03080	0.03080	0.03100	0.03080	0.03080	0.03080	0.03080	0.03080	0.03080
Orange County Transportation Authority	0.00268	0.00268	0.00270	0.00268	0.00268	0.00268	0.00268	0.00268	0.00268
Orange County Vector Control	0.00106	0.00107	0.00110	0.00107	0.00107	0.00107	0.00107	0.00107	0.00107
Metropolitan Water District	0.00520	0.00470	0.00450	0.00430	0.00430	0.00370	0.00370	0.00350	0.00350
<b>Total Direct Rate</b>	<b>\$ 1.99122</b>	<b>\$ 1.08597</b>	<b>\$ 1.08825</b>	<b>\$ 1.08699</b>	<b>\$ 1.08875</b>	<b>\$ 1.09052</b>	<b>\$ 1.08977</b>	<b>\$ 1.09123</b>	<b>\$ 1.09030</b>

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

<sup>1</sup> The City of Brea Paramedic Tax rate is per \$100 of assessed value.

**NOTES:**

In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of bonded debt and property tax overrides.

The Redevelopment Agency tax rate is not presented above in that property within the project area is subject to a tax rate of 1.0495%, which includes the Proposition 13 property tax rate of 1.00% and the applicable voter approved debt.

Source: HdL Coren & Cone, Orange County Assessor Combined Tax Rolls

CITY OF BREa

PRINCIPAL PROPERTY TAXPAYERS  
CURRENT YEAR AND NINE YEARS AGO

Taxpayer	Fiscal Year 2013-14			Fiscal Year 2004-05		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Retail Property Trust	\$ 230,921,108	1	3.04%	\$ 198,142,792	1	3.60%
Beckman Coulter Inc.	166,592,080	2	2.19%	83,415,183	4	1.52%
ABS CA-O DC2 LLC	105,773,995	3	1.39%			
Acquiport Brea	103,415,758	4	1.36%			
Olen Pointe Brea LLC	101,127,576	5	1.33%	69,142,532	5	1.26%
FW CA-Brea Marketplace LLC	99,241,681	6	1.31%			
Brea Union Plaza II LLC	72,439,050	7	0.95%	34,152,829	10	0.62%
Mills Acquisition Company	71,786,874	8	0.95%			
New Albertson's Inc.	66,782,203	9	0.88%	103,270,577	2	1.88%
ICE Holdings LLC	51,604,049	10	0.68%	44,840,173	8	0.82%
Wells Brea				94,000,000	3	1.71%
Equity Office Properties				51,994,456	6	0.95%
La Floresta				46,320,129	7	0.84%
Centex Homes				36,334,413	9	0.66%
	<u>\$ 1,069,684,374</u>		<u>14.08%</u>	<u>\$ 761,613,084</u>		<u>13.86%</u>

The amounts shown above include assessed value data for both the City and the Redevelopment Agency.

Sources: HdL Coren & Cone, County of Orange Assessor's Office

CITY OF BREA

PROPERTY TAX LEVIES AND COLLECTIONS  
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2005	28,660,066	28,835,353	100.61%	220,797	29,056,150	101.38%
2006	28,914,427	30,893,196	106.84%	410,146	31,303,342	108.26%
2007	31,242,316	30,996,950	99.21%	397,421	31,394,371	100.49%
2008	34,675,457	34,287,289	98.88%	370,616	34,657,905	99.95%
2009	34,655,751	34,504,139	99.56%	354,837	34,858,976	100.59%
2010	33,304,101	32,620,080	97.95%	252,721	32,872,801	98.70%
2011	34,970,273	35,335,027	101.04%	145,204	35,480,231	101.46%
2012	32,242,292	31,678,555	98.25%	295,525	31,974,080	99.17%
2013 <sup>1</sup>	12,449,282	12,125,387	97.40%	195,502	12,320,889	98.97%
2014	13,412,523	13,173,993	93.07%	140,765	13,314,758	99.27%

<sup>1</sup> Beginning February 1, 2012, the property tax revenues of the former Brea Redevelopment Agency are now accounted for in the Successor Agency to the Brea Redevelopment Agency.

NOTE:

The amounts presented include property taxes and Redevelopment Agency tax increment. This schedule also includes amounts collected by the City and Redevelopment Agency that were passed-through to other agencies.

Source: County of Orange Auditor Controller's Office

CITY OF BREa

RATIO OF OUTSTANDING DEBT BY TYPE  
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30	Governmental Activities			Business-Type Activities			Total Primary Government	Percentage of Personal Income <sup>8</sup>	Debt Per Capita <sup>8</sup>
	Tax Allocation Bonds <sup>6,7</sup>	Lease Revenue Bonds <sup>7</sup>	Capital Leases <sup>1,2,4</sup>	Total Governmental Activities	Water Revenue Bonds <sup>3,5</sup>	Total			
	2005	199,366,857	17,560,000	1,691,034	218,617,891	17,180,000			
2006	193,810,364	16,850,000	3,164,387	213,824,751	16,475,000	230,299,751	12.34%	4,883	
2007	187,943,944	16,095,000	4,356,399	208,395,343	15,740,000	224,135,343	11.91%	4,748	
2008	181,975,649	15,310,000	3,552,175	200,837,824	14,975,000	215,812,824	11.17%	4,477	
2009	188,442,073	14,495,000	2,993,624	205,930,697	25,800,000	231,730,697	11.43%	4,592	
2010	178,909,196	16,485,000	6,716,146	202,110,342	38,095,000	240,205,342	11.46%	4,629	
2011	197,967,628	15,360,000	6,106,031	219,433,659	37,760,000	257,193,659	13.10%	5,247	
2012	-	2,760,000	5,161,902	7,921,902	37,265,000	45,186,902	2.21%	906	
2013	-	2,760,000	4,659,564	7,419,564	36,325,000	43,744,564	2.10%	867	
2014	-	2,760,000	4,169,409	6,929,409	35,350,000	42,279,409	1.83%	775	

<sup>1</sup> For the fiscal year ended June 30, 2006, the City of Brea entered into two lease-purchase agreements totaling \$1,729,083.

<sup>2</sup> For the fiscal year ended June 30, 2007, the City of Brea entered into a lease-purchase agreement for \$1,782,000.

<sup>3</sup> For the fiscal year ended June 30, 2009, the Brea Public Financing Authority issued over \$25 million of water revenue refunding bonds.

<sup>4</sup> For the fiscal year ended June 30, 2010, the City of Brea entered into a lease-purchase agreement for \$4,580,000.

<sup>5</sup> For the fiscal year ended June 30, 2010, the Brea Public Financing Authority issued over \$12 million of water revenue bonds.

<sup>6</sup> For the fiscal year ended June 30, 2011, the Brea Redevelopment Agency issued over \$29 million of tax allocation bonds.

<sup>7</sup> For the fiscal year ended June 30, 2012, outstanding long term debts of the Brea Redevelopment Agency were transferred to the Successor Agency on February 1, 2012, as a result of dissolution of redevelopment agencies in California.

<sup>8</sup> See the Schedule of Demographic and Economic Statistics for personal income and population data.

NOTE: Details regarding the outstanding debt can be found in the notes of the financial statements.

CITY OF BREa

**RATIO OF NET GENERAL BONDED DEBT OUTSTANDING  
LAST TEN FISCAL YEARS**

Fiscal Year Ended June 30	General Bonded Debt Outstanding			Restricted for Debt Service <sup>2</sup>	Net Bonded Debt	Percentage of Assessed Value of Property <sup>3</sup>	Per Capita <sup>4</sup>
	Tax Allocation Bonds <sup>1,2</sup>	Lease Revenue Bonds <sup>2</sup>	Total				
2005	199,366,857	17,560,000	216,926,857	3,277,245	213,649,612	3.97%	5,608
2006	193,810,364	16,850,000	210,660,364	3,172,291	207,488,073	3.58%	4,883
2007	187,943,944	16,095,000	204,038,944	3,147,593	200,891,351	3.09%	4,748
2008	181,975,649	15,310,000	197,285,649	3,188,031	194,097,618	2.85%	4,477
2009	185,442,073	14,495,000	199,937,073	3,713,382	196,223,691	2.79%	4,592
2010	178,909,196	16,485,000	195,394,196	3,758,776	191,635,420	2.75%	4,629
2011	197,967,628	15,360,000	213,327,628	6,647,628	206,680,000	2.95%	5,247
2012	-	2,760,000	2,760,000	301,972	2,458,028	0.04%	60
2013	-	2,760,000	2,760,000	291,130	2,468,870	0.03%	60
2014	-	2,760,000	2,760,000	293,713	2,466,287	0.03%	58

<sup>1</sup> For the fiscal year ended June 30, 2011, the Redevelopment Agency issued over \$29 million of tax allocation bonds in June, 2011, which included over \$22 million in new bonds resulting in the increase

<sup>2</sup> For the fiscal year ended June 30, 2012, outstanding long term debts of the Brea Redevelopment Agency were transferred to the Successor Agency on February 1, 2012, as a result of dissolution of Redevelopment Agencies in California.

<sup>3</sup> See schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

<sup>4</sup> Population data can be found in schedule of Demographic and Economic Statistics.

NOTE: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

**CITY OF BREA**

**DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT  
AS OF JUNE 30, 2014**

City Assessed Valuation: \$ 7,480,648,318

	Estimated Percentage Applicable <sup>1</sup>	Debt Outstanding	Estimated Share of Overlapping Debt
<b>Overlapping Debt Repaid with Property Taxes:</b>			
Metropolitan Water District	0.342%	\$ 132,275,000	\$ 452,381
North Orange County Joint Community College District	7.359	201,239,001	14,809,178
Brea-Olinda Unified School District	90.606	19,364,029	17,544,972
Placentia-Yorba Linda Unified School District	1.352	257,071,375	3,475,605
Rowland Unified School District	0.135	208,566,229	281,564
Fullerton Joint Union High School District	1.903	50,237,910	956,027
Fullerton School District	0.009	35,910,458	3,232
La Habra City School District	10.942	17,732,134	1,940,250
City of Brea Community Facilities Districts	100	16,644,000	16,644,000
Brea-Olinda Unified School District Community Facilities District No. 95-1	100	7,060,000	7,060,000
Total overlapping debt repaid with property taxes		946,100,136	63,167,209
<b>Overlapping Other Debt:</b>			
Orange County General Fund Obligation	1.691%	\$ 145,476,000	\$ 2,459,999
Orange County Pension Obligations Bonds	1.691	32,195,288	544,422
Orange County Board of Education Certificates of Participation	1.691	15,500,000	262,105
Municipal Water District of Orange County Water Facilities Corporation	2.022	7,775,000	157,211
North Orange Regional Occupation Program Certificates of Participation	7.569	10,690,000	809,126
Brea-Olinda Unified School District Certificates of Participation	90.606	22,965,000	20,807,668
Placentia-Yorba Linda Unified School District Certificates of Participation	1.352	107,235,670	1,449,826
Rowland Unified School District Certificates of Participation	0.135	5,000,000	6,750
Fullerton Joint Union High School District Certificates of Participation	1.903	22,255,000	423,513
Fullerton School District Certificates of Participation	0.009	6,160,000	554
Total gross and overlapping general fund debt		375,251,958	26,921,174 <sup>2</sup>
Less: MWDOC Water Facilities Corporation (100% supported)			157,211
Total net and overlapping general fund debt			\$ 26,763,963
Total Gross overlapping debt			\$ 90,088,383
Total net overlapping debt			\$ 89,931,172
<b>City of Brea Direct Debt:</b>			
Lease Revenue Bonds			\$ 2,760,000
Capital Leases			4,169,409
Total City of Brea Direct Debt			6,929,409
Combined total gross direct and overlapping debt			\$ 97,017,792 <sup>3</sup>
Combined total net direct and overlapping debt			\$ 96,860,581

<sup>1</sup> Percentage of overlapping agency's assessed valuation located within the boundaries of the City.

<sup>2</sup> Previously classified Orange County Sanitation District certificates of participation have been reclassified as district revenue supported issues and are no longer included as a general fund debt in the debt statement.

<sup>3</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds.

**NOTE:**

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Brea. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Source: California Municipal Statistics, Inc.

CITY OF BREA

LEGAL DEBT MARGIN INFORMATION  
LAST NINE FISCAL YEARS

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14
Assessed value	\$ 5,790,380,482	\$ 6,501,035,227	\$ 6,806,319,731	\$ 7,035,460,244	\$ 6,979,282,412	\$ 6,979,282,412	\$ 7,328,303,022	\$ 7,556,214,577	\$ 7,815,157,069
Debt limit: 3.75% of assessed value	217,139,268	243,788,821	255,236,990	263,829,759	261,723,090	261,723,090	274,811,363	283,358,047	293,068,390
Legal debt margin	<u>\$5,573,241,214</u>	<u>\$ 6,257,246,406</u>	<u>\$ 6,551,082,741</u>	<u>\$ 6,771,630,485</u>	<u>\$ 6,717,559,322</u>	<u>\$ 6,717,559,322</u>	<u>\$ 7,053,491,659</u>	<u>\$ 7,272,856,530</u>	<u>\$ 7,522,088,679</u>
Total net debt applicable to limit									
Total general obligation bonded debt									
Less net assets in debt service fund									
Total amount of debt applicable to debt limit									\$ -
Legal debt margin									<u>\$ 293,068,390</u>

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

NOTE:  
Under state finance law, the City of Brea's outstanding general obligation debt should not exceed 3.75 percent of total assessed property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.



CITY OF BREa

PLEDGED REVENUE COVERAGE  
LAST TEN FISCAL YEARS

Fiscal Year Ended June 30	Tax Allocation Bonds			Coverage <sup>6</sup>	Gross Revenues <sup>1</sup>	Less: Operating Expenses <sup>2</sup>	Water Revenue Bonds			
	Tax Increment <sup>5,6</sup>	Debt Service					Available Revenue	Debt Service		Coverage
		Principal <sup>6</sup>	Interest <sup>6</sup>					Principal <sup>3</sup>	Interest <sup>4</sup>	
2005	24,913,584	6,165,000	9,214,517	1.62	8,560,029	6,634,539	1,925,490	685,000	789,570	1.31
2006	24,805,308	6,260,000	8,923,680	1.63	8,717,639	7,376,311	1,341,328	705,000	763,503	0.91
2007	23,500,001	6,350,000	8,610,256	1.57	10,302,495	8,800,006	1,502,489	735,000	735,775	1.02
2008	23,500,000	6,345,000	7,947,207	1.64	10,410,074	8,774,941	1,635,133	765,000	816,508	1.03
2009	23,500,000	5,795,000	7,132,481	1.82	10,344,771	9,123,214	1,221,557	790,000	552,885	0.91
2010	20,062,146	6,950,000	8,182,916	1.33	11,563,325	10,471,557	1,091,768	-	1,359,105	0.80
2011	19,854,155	6,960,000	7,895,704	1.34	11,874,613	10,510,821	1,363,792	335,000	1,291,835	0.84
2012	-	-	-	-	13,659,142	11,196,371	2,462,771	495,000	1,536,324	1.21
2013	-	-	-	-	15,639,630	10,700,731	4,938,899	940,000	1,548,591	1.98
2014	-	-	-	-	18,204,836	11,873,994	6,330,842	975,000	1,540,597	2.52

<sup>1</sup> Gross revenues exclude connection fees.

<sup>2</sup> Operating expenses do not include interest or depreciation.

<sup>3</sup> In May 2009, the Brea Public Financing Authority issued over \$12.9 million of water revenue refunding bonds, which refunded the 1998 Water Revenue Refunding Bonds resulting in no principal payment due in July 1, 2009.

<sup>4</sup> Interest expense is net of the Build America Bonds interest refund credits.

<sup>5</sup> Beginning fiscal year ended June 30, 2010, tax increment is net of tax increment revenue sharing payments.

<sup>6</sup> For the fiscal year ended June 30, 2012, outstanding long term debts of the Brea Redevelopment Agency were transferred to the Successor Agency on February 1, 2012, as a result of dissolution of redevelopment agencies in California.

NOTE: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

CITY OF BREA

DEMOGRAPHIC AND ECONOMIC STATISTICS  
LAST TEN FISCAL YEARS

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<u>Fiscal Year Ended June 30</u>	<u>Population <sup>1</sup></u>	<u>Personal Income (in thousands)</u>	<u>Per Capita Personal Income <sup>2</sup></u>	<u>Unemployment Rate <sup>3</sup></u>
2005	39,441	1,658,494	42,050	4.0%
2006	39,560	1,865,689	47,161	3.6%
2007	39,870	1,882,223	47,209	3.9%
2008	40,081	1,932,265	48,209	4.1%
2009	40,176	2,027,401	50,463	7.2%
2010	40,377	2,095,324	51,894	6.2%
2011	40,065	1,963,986	49,020	6.6%
2012	40,932	2,040,992	49,863	6.0%
2013	41,394	2,087,913	50,440	5.2%
2014	42,397	2,311,442	54,519	4.2%

Sources:

<sup>1</sup> City Community Development, Planning Division

<sup>2</sup> Per capita income for Orange County; U.S. Department of Commerce, Bureau of Economic Analysis, 2013

<sup>3</sup> State of California Employment Development Department - Labor Market Information Division

**CITY OF BREA**

**PRINCIPAL EMPLOYERS  
CURRENT FISCAL YEAR AND NINE YEARS AGO**

Employer	Fiscal Year 2013-14			Fiscal Year 2004-05		
	Employees	Rank	Percent of Total City Employment <sup>1</sup>	Employees <sup>2</sup>	Rank	Percent of Total City Employment <sup>3</sup>
Bank of America <sup>4</sup>	1,500	1	6.94%	-		-
Mercury Insurance Group	1,500	2	6.94%	1,608	1	7.50%
Beckman Coulter, Inc.	1,200	3	5.56%	1,170	2	5.46%
Kirkhill - TA Company	700	4	3.24%	665	5	3.10%
Albertson's, Inc.	680	5	3.15%	800	3	3.73%
Brea Olinda Unified School District	678	6	3.14%	775	4	3.62%
Veterinary Pet Insurance Co.	460	7	2.13%			
Nordstrom Department Store	419	8	1.94%	571	6	2.66%
Bristol Industries	400	9	1.85%			
Peterson Brothers Construction	300	10	1.39%			
Krystal Koach				515	7	2.40%
Capital Group				513	8	2.39%
Avery Dennison Administrative				400	9	1.87%
Total	<u>7,837</u>		36.28%	<u>7,017</u>		32.75%

<sup>1</sup> Based upon the Employment Development Department's estimate of 21,600 residents employed in 2014 out of a total population of 42,397.

<sup>2</sup> Information from Annual Report for the 1997 Area C Senior Lien Bonds.

<sup>3</sup> Based upon the Employment Development Department's total Orange County employment, and the assumption that a similar ratio of Brea residents was employed in 2004-05 as in 2013-14, the estimated number of employed residents used was 21,427. Note: this methodology was used because City-specific data was not available for this period.

<sup>4</sup> Number of Employees for FY 2013-14 came from data provided by the City's Business License Software.

Source: City of Brea

CITY OF BREA

FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION  
LAST TEN FISCAL YEARS

Function	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Government	59	60	67	68	69	56	57	57	59	58
Public Safety	226	227	226	226	226	211	213	213	212	167
Development Services	31	31	32	32	33	29	-	-	-	-
Community Development <sup>1</sup>	-	-	-	-	-	-	20	20	20	21
Community Services	46	48	50	50	52	48	39	48	52	52
Maintenance Services	37	38	38	38	42	32	-	-	-	-
Public Works <sup>2</sup>	-	-	-	-	-	-	37	39	42	41
Water Utility	16	15	16	16	14	16	16	14	15	17
Sewer Utility	2	3	4	4	4	6	6	6	6	6
Sanitation	3	2	2	2	2	2	2	2	2	2
Mobile Data System	3	3	3	1	1	-	-	-	-	-
External Information Technology <sup>3</sup>	-	-	-	-	-	9	9	9	9	10
Total	423	427	437	437	443	409	399	408	417	374

<sup>1</sup> Prior to FY2011, Community Development was reported under Development Services function.

<sup>2</sup> Prior to FY2011, Public Works was reported under Maintenance Services function.

<sup>3</sup> Prior to FY2010, External Information Technology Services was reported under General Government function.

Source: City of Brea Adopted Budget and Supplements to the Adopted Budget, 2004-05 through 2013-14.

**CITY OF BREA**

**OPERATING INDICATORS BY FUNCTION  
LAST NINE FISCAL YEARS**

	Fiscal Year 2005-06	Fiscal Year 2006-07	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14
Function:									
Police									
Calls dispatched	32,043	20,700	19,334	22,232	22,231	23,071	24,650	22,810	22,412
Crime reports	6,620	9,882	5,585	7,076	5,475	4,726	4,491	4,450	4,207
Moving citations	10,827	16,289	8,335	7,123	9,192	9,024	8,215	5,573	3,272
Parking citations	15,853	14,504	14,836	14,118	20,639	15,469	16,034	10,651	11,178
Water									
Number of customer accounts	11,763	11,893	11,842	11,863	11,953	11,878	12,095	12,258	12,637
Average daily consumption (millions of gallons)	9.87	10.12	10.79	9.26	8.83	8.53	9.39	9.77	10.30
Water samples taken	672	1,830	1,753	624	624	627	672	840	624
Sewers									
Feet of sewer mains root cut/chemically treated	600	4,825	2,410	-	-	-	-	-	-
Development Services <sup>5</sup>									
Permits issued	1,505	1,249	1,096	1,218	979	-	-	-	-
Inspections conducted	5,808	3,994	4,945	4,850	4,628	-	-	-	-
Traffic signals maintained	50	50	50	51	51	-	-	-	-
Infrastructure improvement projects administered	6	9	14	12	13	-	-	-	-
Community Development									
Permits issued	-	-	-	-	-	1,097	1,180	1,404	1,418
Inspections conducted	-	-	-	-	-	4,316	5,030	5,604	7,955
Maintenance <sup>5</sup>									
Square feet of graffiti removal	66,000	7,675	11,232	12,755	15,048	-	-	-	-
Streetsweeping miles	18,304	20,618	26,341	22,943	20,777	-	-	-	-
Trees pruned per year	2,880	2,322	2,642	2,706	2,906	-	-	-	-
Public Works									
Square feet of graffiti removal	-	-	-	-	-	12,528	9,576	10,944	7,713
Street sweeping miles	-	-	-	-	-	20,609	18,398	19,365	19,494
Trees pruned per year	-	-	-	-	-	2,702	2,806	3,136	2,069
Traffic signals maintained	-	-	-	-	-	51	52	52	52
Infrastructure improvement projects administered	-	-	-	-	-	9	17	6	9
Culture and Recreation									
Gallery promotions and mailings	55,815	46,582	42,151	43,962	21,647	26,903	22,934	18,500	18,500
Gallery attendance	6,650	6,624	6,004	7,495	6,934	7,081	11,693	9,596	10,674
Theatre annual program brochures mailed	22,000	20,000	23,313	24,532	35,053	37,848	37,843	10,724	44,517
Theatre attendance	16,956	16,986	16,419	17,742	13,964	11,983	12,829	12,516	12,889
General government									
Accounts payable warrants issued	8,318	8,493	8,624	7,772	6,233	6,043	8,182	7,872	7,829

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

<sup>1</sup> The reporting methodology employed beginning fiscal year 2007-08 was changed; going forward, this methodology will remain consistent for the sake of comparability.

<sup>2</sup> Figure corrected with fiscal year 2011-12 CAFR.

<sup>3</sup> Beginning in fiscal year 2007-08, the reported streetsweeping miles included curb miles from the City's backup sweeper which was not included in the prior fiscal year.

<sup>4</sup> Doesn't include five flashing beacons the City maintains.

<sup>5</sup> Beginning in fiscal year 2010-11, function classified as Public Works or Community Development.

Source: City of Brea

CITY OF BREA

CAPITAL ASSET STATISTICS BY FUNCTION  
LAST TEN FISCAL YEARS

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Function:										
Public Safety										
Police stations	1	1	1	1	1	1	1	1	1	1
Fire stations	4	4	4	4	4	4	4	4	4	4
Highways and streets										
Miles of streets	118	118	119	119	119	119	119	119	119	120
Street lights	3,301	3,301	3,388	3,388	3,388	3,388	3,388	3,388	3,388	3,401
Water										
Number of water wells	1	1	1	1	1	1	1	1	1	1
Number of reservoirs	6	6	6	6	6	6	6	6	6	7
Miles of lines & mains	162	162	167	167	167	167	167	167	167	167
Sewer										
Miles of sanitary sewers	108.50	108.50	110.00	110.00	110.00	110.00	110.00	110.00	110.00	111.00
Miles of storm drains	24.00	24.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	26.00
Culture and Recreation										
Number of parks	10	10	10	10	11	11	11	11	12	13
Number of other facilities	7	7	7	7	7	7	7	7	7	7

Source: City of Brea

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December 15, 2014

To the Honorable Mayor and Members of the City Council  
City of Brea, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brea, California, (the City) for the year ended June 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 2, 2014. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Findings**

#### ***Qualitative Aspects of Accounting Practice***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2014. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

#### ***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### ***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, we detected misstatements as a result of audit procedures which were material, and were subsequently corrected by management. The details of these misstatements are described in a separate letter dated December 15, 2014.





To the Honorable Mayor and Members of the City Council  
City of Brea, California

### ***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated December 15, 2014.

### ***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### ***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### **Other Matters**

We applied certain limited procedures to the management discussion and analysis and budgetary comparison schedules for the General Fund and the Successor Agency Housing Special Revenue Fund, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining individual fund financial statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section and statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.



To the Honorable Mayor and Members of the City Council  
City of Brea, California

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2013-2014, audit:

GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities* - The City early implemented this pronouncement in fiscal year 2012-13.

GASB Statement No. 66, *Technical Corrections* – The City properly implemented this pronouncement.

GASB Statement No. 67, *Financial Reporting for Pension Plans – An Amendment of GASB of GASB Statement No. 25* - The City was not affected by this pronouncement at this time.

GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees* - The City was not affected by this pronouncement at this time.

The following Governmental Accounting Standards Board (GASB) pronouncements are effective in your next fiscal year 2014-2015 audit and should be reviewed for proper implementation by management:

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement no. 27*.

GASB Statement No. 69, *Government Combinations and Disposals of Government Operations*.

GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to Measurement Date*.

**Restriction on Use**

This information is intended solely for the use of City Council and management of the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Brea, California

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council  
City of Brea, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Brea, California, (the City) as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 15, 2014.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies to be material weaknesses:

**Depreciation on Capital Assets**

When performing our procedures on capital assets, we noted that the City is not depreciating its capital assets in accordance with its capital assets policy. This was also reported as a material weakness for the audit for the year ended June 30, 2013. We recommend that the City depreciate its capital assets in accordance with the estimated useful lives established by its policy, or amend the policy to include the estimated useful lives currently used. We also recommend that the policy be adopted by City Council.



To the Honorable Mayor and Members of the City Council  
City of Brea, California

**Management's Response:**

Capital assets are land, buildings, equipment, and infrastructure (streets, traffic signals, curbs and gutters, storm drains, sidewalks and bridges). Governmental Accounting Standards Board Statement No. 34 (GASB 34) required cities to provide a Government-Wide Balance Sheet and a Revenue and Expense Statement. GASB 34 added to the definition of capital assets, infrastructure and the requirement to record depreciation as an expense on the Government-Wide Revenue and Expense Statement for all capital assets (excluding land). Depreciation is the method used to estimate the useful life of a capital asset and to record as depreciation expense the annual amount of the original cost of the capital asset each year. For example, a capital asset has a ten year useful life, therefore, you would record as depreciation expense one-tenth of the cost of the capital asset. The auditors discovered that the annual depreciation for recording depreciation on infrastructure did not appear to agree with our current policy. By May 31, 2015, staff will present to the city council a revised capital asset policy that will have been reviewed by various departments as to reasonable useful lives of capital assets with the focus on infrastructure.

**Material Journal Entries**

When performing our procedures on other investments, we noted that the City didn't record 155 shares of common stock in California Domestic Water Company that were contributed to the City during the fiscal year ended June 30, 2014. A material journal entry was required to correctly state the balance of investment in common stock at June 30, 2014.

**Management's Response:**

It is not usual for California Domestic Water Company common stock to be donated to the City. The La Floresta development agreement provides for 360 shares of California Domestic Water Company common stock to be donated over various phases of the development. During fiscal year 2013-14, 155 shares of the 360 shares of California Domestic Water Company common stock were donated to the City. Since these shares of common stock are deemed "assets" of the Water Utility Fund, the donated value should have been recorded in the financial records of the City as of June 30, 2014. Procedures have been implemented as part of the year-end closing process to include inquiring of donated water stock from the La Floresta development until all 360 shares have been donated and accounted for.

**Reconciliation of Payroll Liability Accounts**

When performing our procedures on payroll liability accounts, we noted that the Brea Finance staff caught an error in the payroll deductions payable account. After researching further, it was discovered that this account was a combined total for various payroll deductions payable accounts that had not been reconciled for many years. As a result, the City incurred an additional expense of \$200,000 in fiscal year 2013-14, and may incur an additional expense in fiscal year 2014-15 to fully reconcile the accounts. We recommend that the City reconcile annually each payroll deductions payable account separately.

**Management's Response:**

During the year end audit, we discovered that our process of collecting and paying for employee medical benefits could be improved and in order to bring all payable accounts current the necessity to record an additional \$200,000 in medical benefit expenditures. Improvements to this process includes (1) moving from a 26 pay benefit deduction to a bi-



To the Honorable Mayor and Members of the City Council  
City of Brea, California

monthly deduction, this facilitates the reconciliation to monthly insurance bills beginning on January 1, 2015; (2) increase comparison between employee deduction/benefit per payroll system and benefit provider statements/bills from an annual review to, at a minimum, quarterly review, unless continued variances require more frequent reviews; (3) consider on an individual basis the need to collect the full insurance premium from a separated employee; (4) timely notifications to COBRA participants of rate changes, (5) perform by the end of March 2015 an additional review of payroll deduction accounts as of December 31, 2014 and record any necessary adjustments to expenditures in order to accurately begin the 2015 calendar year with improved processes; and (6) continue performing the year-end review of all payroll deductions payable.

### **Schedule of Expenditures of Federal Awards**

The City provided the Schedule of Expenditures of Federal Awards to the auditors, but it was determined that material grants were not included and amounts needed to be revised. It was also noted that the City does not reconcile grants on a timely basis. We recommend that grant activities be reconciled quarterly.

#### **Management's Response:**

The City of Brea is required to prepare a Schedule of Expenditures of Federal Assistance (SEFA) whenever the City has federal financial assistance expenditures that exceed \$500,000 in any given fiscal year. The SEFA requires that all expenditures of federal financial assistance be included regardless of the amount spent on any program or activity. The SEFA requires for each program or activity reported, that the Catalog of Federal Domestic Assistance (CFDA) number be included, and when applicable, the specific program or activity number assigned to the City by the administering agency. The SEFA has always been prepared after the fiscal year ended. However, due to Finance staffing shortages, the completion of the SEFA was not completed by the time the auditors have completed their yearend audit work and resulted in management letter comment. In order to insure timely completion of the SEFA, Finance will be having quarterly meetings in order to update the expenditures to date, and obtain the CFDA and program or activity numbers assigned to the City.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Management's Response to Findings**

The City's response to the findings identified in our audit was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.



To the Honorable Mayor and Members of the City Council  
City of Brea, California

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Lance, Soll & Luyhard, LLP*

Brea, California  
December 15, 2014

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**COUNCIL COMMUNICATION**

**Date:** March 17, 2015

To: Honorable Mayor and City Council

From: City Manager

Subject: **BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT 7910 AND APPROPRIATE ADDITIONAL FUNDS**

**RECOMMENDATION**

1. Receive bids and award construction contract to W. E. Construction (WEC) in the amount of \$316,380.00. If WEC does not sign contract within ten (10) working days, then;
2. Award contract to the second lowest bidder, Sean Malek Engineering & Construction, in the amount of \$350,000.00, and
3. Prosecute a claim against WEC's bid bond.
4. Adopt resolution to appropriate additional funds in the amount of \$52,500.

**BACKGROUND**

The American with Disabilities Act (ADA) is a Federal civil rights law that prohibits the exclusion of people with disabilities from everyday activities, such as visiting a local business or public building. The ADA first went into effect on January 26, 1992. The Civic & Cultural Center (CCC) completed construction in 1981 prior to the ADA and has not been significantly upgraded or remodeled to reflect the current ADA public access requirements. Staff makes an effort to remove barriers from our buildings whenever possible.

## **BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT 7910**

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During the design phase of the Council Chamber ADA Improvements, staff has kept the Council informed of the proposed improvements through Finance Committee presentations, Development Committee updates, Council Study Session presentations, and by adding proposed projects to the Capital Improvement Program.

### **DISCUSSION**

The plans and specifications for the ADA construction improvements are complete and have been processed through the Public Low Bid process. This process provides a transparent selection mechanism that ensures a construction contract with the best cost savings for the City of Brea. The Council Chamber ADA improvements will include some of the items below:

- **ADA accessible path to a designated seating and podium area.** A new accessible seating area will be carved out of the current seating layout that will provide equal access to the public. The proposed seating level will be accessed via a new ramp that will start at the front entrance and wrap behind the existing seating area to a new accessible level. The current speaking podium will be altered to remove existing steps and will include two counter levels to provide access to all citizens.
- **ADA Audible enhancements.** Correcting the room acoustics will require the installation of a new center dome and new acoustical panels. These inclusions will create a better environment for the hearing impaired.
- **Updating Council Dias.** The Council Dias currently has substandard voting buttons, input controls, microphone system and limited access to the center of



**BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS,  
CAPITAL IMPROVEMENT PROJECT 7910**

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the presentation area. The proposed update will include a new Dias which will provide compliant controls as well as new technology which will give access to future media equipment and allow for an accessible path to the center of the presentation area.

On January 22, 2015, Brea staff proceeded with the Public Low Bid process and accepted a total of 13 bids. The apparent low bid was \$316,380 from W.E. Construction (WEC) from Santa Fe Springs, California. Subsequently, WEC requested to withdraw their bid based on the fact that one of their subcontractors increased a price quote after the bid process was completed.

Under California Contract Code Section 5100, et seq. and published decisions such as *Diede Construction, Inc. v. Monterey Mechanical Co.* (2004) 125 Cal. App. 4<sup>th</sup> 380, WEC did not meet the criteria to be relieved from its bid without forfeiture of their bid bond. The bid bond amount is ten percent (10%) of their bid or \$31,638. WEC then requested a withdrawal of its bid based upon its own mistake. However, WEC's second request was both substantively and procedurally deficient. If WEC does not sign the contract within ten (10) working days after the City's award, then staff recommends pursuing a claim against WEC's bid bond and awarding the construction contract to the second lowest responsive bidder, Sean Malek Engineering & Construction (SMEC) of Temecula, California. SMEC's bid was \$350,000.00.

SMEC has a valid contractor's license and has been in the construction business for 28 years. SMEC has successfully completed a school building for the San Bernardino Unified School District. References for SMEC have been favorable, and

**BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS,  
CAPITAL IMPROVEMENT PROJECT 7910**

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staff is confident in recommending them for award of the contract.

A summary of the bids received is as follows:

1. W.E. Construction	\$ 316,380
2. Sean Malek Engineering & Construction	\$ 350,000
3. Caltec Corporation	\$ 366,000
4. IBN Construction, Inc.	\$ 399,000
5. Interlog Corporation	\$ 419,000
6. D.L.E. Construction, Inc.,	\$ 439,000
7. DLS Builders	\$ 474,330
8. Kazoni Construction	\$ 476,000
9. Marjami Builders	\$ 498,000
10. Dalke & Sons Construction, Inc.	\$ 509,890
11. Torres Construction	\$ 581,000
12. Harik Construction	\$ 597,000
13. Astra Builders, Inc.	\$ 650,000

Engineer's Estimate \$332,151

If approved, staff is anticipating that construction will commence in April 2015 and will be completed sometime in August 2015. The schedule is in the process of being finalized, pending coordination with Council meetings as well as School District and Planning Commission meetings. The construction contract includes language limiting the relocation of Council meetings to a maximum of two meetings. Therefore, staff

**BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS,  
CAPITAL IMPROVEMENT PROJECT 7910**

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will work with the contractors and the Executive Team to best coordinate the construction period and limit the impact on Council meetings.

CONSTRUCTION ESTIMATE FOR COUNCIL CHAMBER ADA IMPROVEMENTS	
Phase I, ADA Construction	\$ 350,000.00
Contingency 15%	\$ 52,500.00
<b>Rounded Up Maximum Estimate Total</b>	<b>\$ 402,500.00</b>

**OPTIONS**

City Council can elect to forego the CCC Chamber ADA upgrades, and/or reject all bids.

**FISCAL IMPACT**

The amount budgeted in the Capital Improvement Program for FY2014-15 for City Council Chambers ADA Improvement, Project 7910 was \$350,000 with funding coming from FARP. Based on projected construction estimate, Staff is requesting an additional appropriation of \$52,500 from FARP to provide contingency to the project. There are funds available in the Civic Center Improvements, Project 7891 to cover for the funding shortfall. An Appropriation Resolution is attached for City Council approval.

**BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS,  
CAPITAL IMPROVEMENT PROJECT 7910**

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**COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their March 10, 2015 meeting and recommended to proceed.

**SUMMARY**

Public access to the Civic & Cultural Center (CCC) Council Chambers by people with disabilities is a fundamental goal for the City of Brea. To insure that the CCC Council Chambers is upgraded to current ADA requirements, staff recommends approval of a construction contract for completion of ADA Council Chambers improvements.

Respectfully submitted,

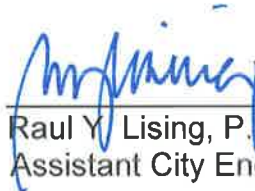


\_\_\_\_\_  
Tim O'Donnell, City Manager

Prepared by:

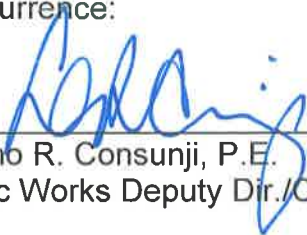


\_\_\_\_\_  
Gabriel Linares P.E., CBO,  
Deputy Director, Community Development



\_\_\_\_\_  
Raul Y. Lising, P.E.  
Assistant City Engineer

Concurrence:



\_\_\_\_\_  
Delfino R. Consunji, P.E.  
Public Works Deputy Dir./City Engineer



\_\_\_\_\_  
Eric Nicoll  
Public Works Director

Attachment: Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2014-15 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE FIXED ASSET REPLACEMENT PROGRAM FUND (182) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7910, COUNCIL CHAMBERS ADA IMPROVEMENTS PROJECT**

**A. RECITALS:**

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Fixed Asset Replacement Program Fund (182), to the Capital Improvement Program Fund (510), for Project 7910 for the fiscal year 2014-15.

(ii) The Capital Improvement Program Budget, Resolution No. 2014-048, and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

**B. RESOLUTION:**

**NOW, THEREFORE**, be it is found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2014-048, as heretofore amended, be further amended to:

1. Increase funding from the Fixed Asset Replacement Program Fund (182) to Capital Improvement Program Fund (510) for Project 7910, Council Chambers ADA Improvements Project, by \$52,500; and
2. Appropriate an additional \$52,500 to the Capital Improvement Program Fund (510) for Project 7910, Council Chambers ADA Improvements Project.

**APPROVED AND ADOPTED** this            day of            2015.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Acting City Clerk

I, Crystal Martinez, Acting City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the    day of            , 2015, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Acting City Clerk

**City of Brea**

**Agenda Item: 23**

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**COUNCIL COMMUNICATION**

**Date: March 17, 2015**

**To:** Honorable Mayor and City Council

**From:** City Manager

**Subject: REQUEST EXTENSION FROM ORANGE COUNTY TRANSPORTATION AUTHORITY FOR BIRCH STREET TRAFFIC SIGNAL SYNCRHONIZATION & BREA MALL BUS STOP IMPROVEMENT PROJECTS**

**RECOMMENDATION**

- 1) Request one-time, one-year extension for the Birch Street/Rose Drive Corridor Regional Traffic Signal Synchronization Project (TSSP) (14-BREA-TSSP-3702) for both primary implementation and maintenance and monitoring phases. More specifically, to extend primary implementation from Fiscal Year (FY) 2014/15 to 2015/16 and maintenance & monitoring phase from FY 2015/16 to 2016-17.
- 2) Request one-time, one-year extension for the Brea Mall Bus Stop Improvement Project – Project W (Safe Transit Stops).

**BACKGROUND**

The Measure M2 Program, administered by the Orange County Transportation Authority (OCTA), includes TSSP and Project W projects. In 2014, the City received grant approvals from OCTA for the following projects:

- Birch Street/Rose Drive TSSP – this project will synchronize traffic signals along Birch Street and Rose Drive between Brea Boulevard and the east City limit. This project will include installation of fiber optic traffic signal interconnect

## **REQUEST EXTENSION FROM ORANGE COUNTY TRANSPORTATION AUTHORITY FOR BIRCH STREET TRAFFIC SIGNAL SYNCRHONIZATION & BREA MALL BUS STOP IMPROVEMENT PROJECTS**

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cables; replacement of traffic signal controllers; and installation of traffic video detection and emergency vehicle pre-emption equipment at 10 intersections. The fiber optic interconnect cables will improve communication capabilities between the master computer at City Hall and signalized intersections along the route.

- Brea Mall Bus Stop Improvements – this project includes installation of bus shelters, benches and trash receptacles along the ring road at the Brea Mall. This location was determined by an OCTA survey as the 14th busiest bus stop in the county. This location was classified as a “high load stop” with an average daily weekday boarding of 487.

### **DISCUSSION**

Both projects have been budgeted in FY 2014-15 and encountered delays due to the following:

- Implementation of the Birch Street/Rose Drive TSSP was delayed due to complications arising from the Kraemer/Glassell/Grand (KGG) TSSP, which is now nearing design completion. The KGG TSSP involves multiple jurisdictions with OCTA serving as the lead agency. During the design phase of the KGG TSSP, it was discovered that the conduit needed for a portion of the fiber optic cable was not in place as had been assumed. The absence of this conduit led to lengthy communication and consideration of possible change orders to the KGG TSSP. Because change orders would necessitate changes to



**REQUEST EXTENSION FROM ORANGE COUNTY TRANSPORTATION AUTHORITY FOR BIRCH STREET TRAFFIC SIGNAL SYNCRHONIZATION & BREA MALL BUS STOP IMPROVEMENT PROJECTS**

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cooperative agreements with all of the participating agencies, other possible solutions were evaluated including inclusion of the needed conduit in the Birch Street/Rose Drive TSSP. The Birch Street/Rose Drive project design contract is scheduled to open bids toward the end of the current fiscal year.

- Implementation of the Brea Mall Bus Stop Improvement was delayed because the proposed improvements will be located on private property and requires lengthy coordination with OCTA and the mall management company. The City is still coordinating with the two entities regarding the proposed improvements. In addition, the City is working with Clear Channel Advertising Agency to determine if they are interested in installing the improvements at this location.

In accordance with the OCTA Comprehensive Transportation Funding Program (CTFP) Guidelines, concurrence from City Council and approval from OCTA staff, Technical Advisory Committee (TAC) and OCTA board are required prior to approving the City's requests for project delays. Staff recommends concurrence from Council to approve requests for delays on both aforementioned projects.

**FISCAL IMPACT**

This action has no fiscal impact to the General Fund. The amount of grant funding allocated for the Birch Street/Rose Drive TSSP and Brea Mall Bus Stop Improvements is \$617,110 and \$30,000, respectively. The required local match

**REQUEST EXTENSION FROM ORANGE COUNTY TRANSPORTATION AUTHORITY  
FOR BIRCH STREET TRAFFIC SIGNAL SYNCRHONIZATION & BREA MALL BUS  
STOP IMPROVEMENT PROJECTS**

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**SUMMARY**

The Birch Street/Rose Drive TSSP and Brea Mall Bus Stop Improvements received Measure M2 grant funding from OCTA. Both projects have encountered delays and the City is requesting one-time, one year extensions for both projects from OCTA. In accordance with the CTFP Guidelines, concurrence from Council is required prior to OCTA approval of these project delay requests.

Respectfully submitted,

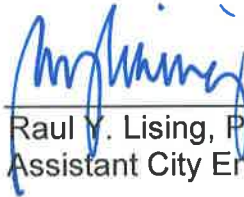


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Tim O'Donnell, City Manager

Prepared by:

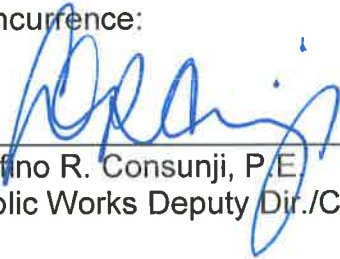


\_\_\_\_\_  
Warren Coleman,  
Senior Management Analyst



\_\_\_\_\_  
Raul Y. Lising, P.E.  
Assistant City Engineer

Concurrence:



\_\_\_\_\_  
Delfino R. Consunji, P.E.  
Public Works Deputy Dir./City Engineer



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Eric Nicoll  
Public Works Director

**City of Brea**

**Agenda Item: 24**

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**COUNCIL COMMUNICATION**

**Date: March 17, 2015**

**To:** Honorable Mayor and City Council

**From:** City Manager

**Subject: PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS**

**RECOMMENDATION**

Approve Professional Services Agreements.

**BACKGROUND**

The City of Brea is anticipated to complete nearly \$13 million of various Capital Improvement Projects for FY 2014-2015. Staff is estimating that over \$20 million will be proposed for FY 2015-2016 with additional funding planned for future years. These Capital Improvement Projects include rehabilitation of arterial highways and residential streets, replacement of undersized and deteriorated sewer and water lines, installation of traffic signals and other traffic safety enhancements, and rehabilitation of City-owned facilities. In addition, there are several ongoing and proposed development projects and third party construction work in the City right-of-way requiring inspection.

**DISCUSSION**

The existing Professional Service Agreements (PSA's) with a number of engineering firms providing construction management and inspection services will expire on April 1, 2015.

**PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS**

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In 2014, staff issued a Request for Proposals (RFP) for construction management and inspection services for these projects. The intent of the RFP was to select seven firms that can provide these services on various Capital Improvement Projects in the City over the next four years. The City administers several construction projects simultaneously, thus, it would be prudent to maintain seven firms on-call that would be available to provide these services. The exact projects to be assigned, budget, and scope of services to be performed will be determined on a case by case basis by the Deputy Director of Public Works/City Engineer. Nine (9) firms obtained the RFP and indicated interest in submitting proposals. On March 25, 2014, proposals were received from the following firms:

1. Caltrop Corporation
2. CivilSource, Inc.
3. GK & Associates
4. Griffin Structures, Inc.
5. Harris & Associates
6. KOA Corporation
7. Onward Engineering
8. Project Dimension, Inc.
9. Willdan Engineering

The proposals were reviewed and evaluated based on the firms' relevant experience, qualifications of proposed project team members, scope of services provided, experience in federally funded projects and cost effectiveness.

**PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS**

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Based on the above criteria, Caltrop Corporation, CivilSource, Inc., GK & Associates, Griffin Structures, Inc., Onward Engineering, Project Dimensions, Inc. and Willdan Engineering were selected as the top seven firms (not necessarily ranked in order). All seven firms have extensive experience with the requested services working for state and local agencies. They have successfully completed their projects on schedule and within budget. Their hourly rates to provide construction management (ranged between \$100 and \$165) and inspection (ranged between \$80 and \$130) services were comparable and competitive.

These hourly rates will be increased based on various factors, such as Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but generally not more than five percent per year.

Staff is recommending that the City Council approve Professional Services Agreements with Caltrop Corporation, CivilSource, Inc., GK & Associates, Griffin Structures, Inc., Onward Engineering, Project Dimensions, Inc. and Willdan Engineering in the amount not to exceed \$250,000 per firm, per fiscal year to provide construction management and inspection services for various Capital Improvement Projects in the City. Each agreement is for a one (1) year term and shall include a provision that the City has the option to extend the agreement under the same terms and conditions for a maximum of three (3) one (1) year terms.

**PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS**

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The inspection costs for on-going and proposed developments and third-party construction in City right-of-way are paid through the Development Service (DS) accounts that are established by private entities, such as developers and utility companies. Since these are pass-through costs, the inspection costs for the private projects are not part of the not-to-exceed amount in these agreements.

**FISCAL IMPACT**

For FY 2014-2015, all costs related to construction management and inspection services are included in the approved budget for these projects. Similarly, for future projects, costs related to construction management and inspection will be included in the proposed budget for City Council consideration. Staff is estimating that these costs will not exceed \$250,000 per fiscal year for each firm. The actual cost will be determined by the work performed on an as-needed basis.

Funding for these projects will come from Gas Tax, Measure M, Proposition 42, Community Development Block Grant, Urban Run-off, Water, Sewer, Capital/Mitigation Improvements, Impact Fees, and Federal and State Grants. There will be no impact to the General Fund.

**COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their March 10, 2015 meeting and recommended to proceed.

**PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS**

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**SUMMARY**

Staff is anticipating completion of an estimated \$13 million of various Capital Improvement Projects for FY 2014-15 and estimating that over \$20 million will be proposed for FY 2015-2016 that would require construction management and inspection services.


Staff is recommending that the City Council approve Professional Services Agreements with Caltrop Corporation, CivilSource, Inc., GK & Associates, Griffin Structures, Inc., Onward Engineering, Project Dimensions, Inc. and Willdan Engineering in the amount not to exceed \$250,000 per firm, per fiscal year to provide construction management and inspection services for various capital improvement and private development projects in the City. The agreements are for a one (1) year term with an option of up to three (3) additional one (1) year terms. There will be no impact to the General Fund.

Respectfully submitted,

  
Tim O'Donnell, City Manager

Prepared by:

  
Hsing Chao, Associate Engineer

  
Raul Lising, P.E.  
Assistant City Engineer

**PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS  
CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS**

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Concurrence:

  
\_\_\_\_\_  
Delfino R. Consunji, P. E.  
Deputy Director of Public Works/City Engineer

  
\_\_\_\_\_  
Eric Nicoll, Public Works Director

Attachments (7) Professional Services Agreements:

Caltrop Corporation  
CivilSource, Inc.,  
GK & Associates  
Griffin Structures, Inc.  
Onward Engineering  
Project Dimensions, Inc.  
Willdan Engineering



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and CALTROP Corporation (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Derich Sukow, P.E.  
Project Manager  
2415 Campus Drive, Suite 265  
Irvine, CA 92612

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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



12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

Alex Hashtroudi

ALEX HASHTROUDI, GENERAL MANAGER

CITY

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014  
RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.



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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

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presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with

the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

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totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

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5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address



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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day

CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

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CITY

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City Manager

**SECTION V**  
**SCOPE OF SERVICES**



## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.

**SECTION VI**

**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.

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

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: \_\_\_\_\_

EXHIBIT "B"



Brea Civic & Cultural C

CURTIS  
BREA ART GALLERY

BREA  
CITY HALL PARK

# PROPOSAL

BREA COMMUNITY CENTER

BREA SPORTS PARK  
3333 EAST BIRCH ST

Professional Consulting Services for  
Construction Management &  
Inspection Services  
FY 2013-2014

March 25, 2014



2415 Campus Drive, Suite 265, Irvine, California 92612 | (949) 337-4280 | www.caltrop.com

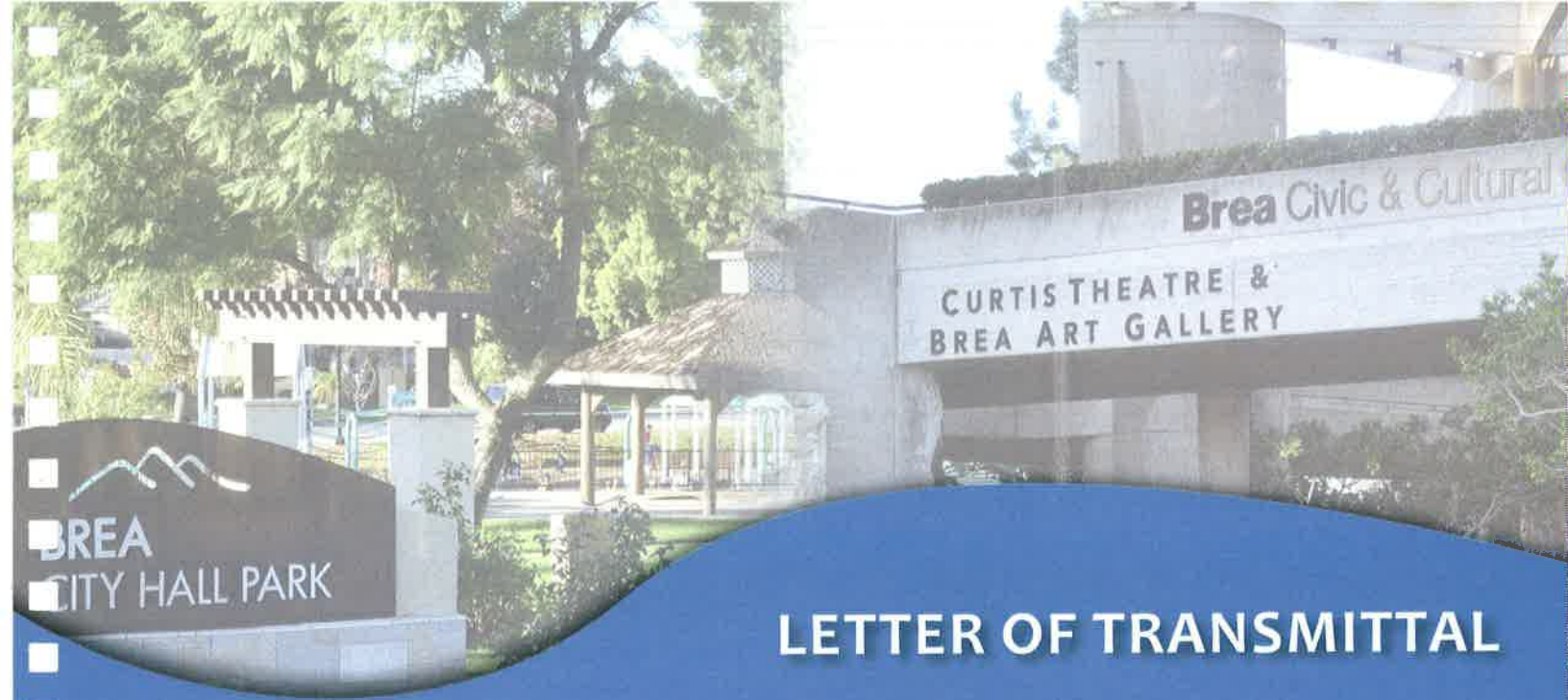




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# LETTER OF TRANSMITTAL





March 25, 2014

Delfino "Chino" Consunji, P.E.

Deputy Director of Public Works / City Engineer

Public Works Department - Engineering Division

City of Brea

1 Civic & Cultural Center

Brea, CA 92821-5732

**Re: Construction Management and Inspection Services for FY 2013-2014 RFP**

Dear Mr. Consunji:

CALTROP is pleased to submit our proposal to the City of Brea (City) to provide Construction Management and Inspection Services for FY 2013-2014. As the City embarks on a more than \$7 million dollar capital improvement program, it is seeking a consultant to provide construction management and inspection services on a wide array of projects ranging from street, water and facility improvements. As a firm that has specialized in construction management for more than 25 years, CALTROP is more than capable of meeting all of your project needs. We have performed the requested services on projects similar in scope for cities throughout Orange County. As such, CALTROP can meet and exceed your goals of completing all projects on time, within budget and with minimum impacts to local residents and businesses.

### **On-Call Specialists**

CALTROP is an "on-call" specialist. We have extensive on-call experience with various public and private clients throughout the state. As a result, we know how to get resources to you when you need them, with no excuses. We are providing construction observation and inspection services to the City of La Mirada for multiple street rehabilitation projects throughout the city. CALTROP provided construction management and inspection services for the City of Irvine on an intersection improvement project involving roadway construction, traffic signal installation and street lighting at the I-5 intersection and Jamboree Road. We have also provided similar services to the City of Laguna Beach and the City of Fountain Valley.

## Qualified and Experienced Team

Our Project Manager Derich Sukow, PE, has more than 20 years of experience working with cities and other entities to deliver construction management and inspection projects from inception to completion. His expertise includes various public works and transportation infrastructure projects such as roadways, utilities, highways, freeways, interchanges, bridges and grade separation projects. Derich will serve as the single point-of-contact to coordinate all efforts with the City and provide constant support to ensure your project needs are met. To supplement our in-house capabilities, we have teamed with Safework, Inc., (UDBE, SBE) a firm specializing in safety inspection and construction management support services. Safework, Inc., will provide safety inspection services on all projects assigned by the City. The legal name of the firm is Safework, Inc., and the main point-of-contact is President Rebecca Jones, located at 21550 Oxnard Street, Suite 570, Woodland Hills, CA 91367. She can be contacted via telephone at (818) 716-0384 or via fax at (818) 703-6486.

## CALTROP Can Deliver

We take great pride in consistently providing a high level of service to our clients in an effort to maintain their trust. Because our primary focus is construction management, we remain up-to-date on the latest trends and practices in the construction industry. Our legal name is CALTROP Corporation and our corporate office is located at 9337 Milliken Avenue, Rancho Cucamonga, CA 91730; (P) (909) 931-9331; (F) (909) 931-0061. Our Irvine office will be the base of operations for your projects; Derich is based in this location. Our firm will have contractual responsibility with the City and we attest that all of the information submitted with our proposal is true and correct. We take no exceptions to the City's agreement or the requirements of the RFP, and have reviewed and can meet all insurance requirements. Our proposal shall remain valid for a period of not less than 90 days from the date of submittal. If you have any questions, please contact Derich via cell phone at (714) 721-4229, via office at (949) 337-4280 or via e-mail at dsukow@caltrop.com.

Sincerely,



Javad Rassouli

Chief Financial Officer



# QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF OFFEROR





## FIRM PROFILE

CALTROP Corporation is a professional project, program and construction management firm with 10 offices located throughout California, including our corporate headquarters in Rancho Cucamonga and our branch offices in **Irvine**, Westlake Village, San Diego, Emeryville, Redding, Sacramento, Santa Rosa, Fresno and Eureka. With more than 250 professional resources, we specialize in providing project management, construction management and inspection services to cities, counties and transportation agencies on public works, infrastructure and transportation projects throughout the state. This allows us to focus on providing our clients with professional, cost-effective and high-quality management services that are tailored to fit their needs. Established in 1988, CALTROP has been servicing the construction management industry in California for more than 25 years. We are committed to quality, the highest integrity and maintaining an in-depth knowledge of today's technologies, all added values we bring to the City of Brea.

### Primary Services

CALTROP has provided program, project and construction management services on locally and federally funded construction and infrastructure projects throughout the state, nationwide and abroad. We have extensive experience in construction management support service, including resident engineering, construction administration, construction inspection, office engineering, CPM scheduling, dispute resolution, public and community relations, traffic and noise management, coordination of agencies, cost innovations and quality control. We have provided full service construction management and inspection services on multiple infrastructure projects funded locally and federally throughout the state. We have extensive experience in providing construction management services on many kinds of projects, including **street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements**. CALTROP completes projects on time and within budget. We have worked on some of the largest public works and infrastructure construction projects in California. Many of these projects included construction management and inspection and were administered based on Caltrans' standards. CALTROP has the expertise and hands-on, relevant experience to provide the City of Brea with construction management and inspection services for your upcoming projects.



Our recent city experience includes:

- Construction Management Services, Jamboree and I-5 Intersection Improvement, City of Irvine
- Construction Management and Inspection Services, Crown Valley Pkwy Widening, City of Laguna Niguel
- Construction Management and Inspection Services, San Antonio Drive and Norwalk Boulevard Rehabilitation, City of Norwalk
- Construction Management and Inspection Services, Avenue I and SR-14 Interchange Improvement, City of Lancaster
- Construction Inspection for the La Mirada Boulevard Rehabilitation, City of La Mirada
- Construction Management and Inspection Services, City of Laguna Beach
- Capital Improvement Program Projects, City of Fontana
- Inspection Services, Rehabilitation and Resurfacing of Bushard Street and Warner Avenue Project, City of Fountain Valley

The hallmark of CALTROP's services is our professionalism, thoroughness and high level of client satisfaction. Our consulting experience includes comprehensive construction planning expertise in specification review and development, construction staging and examination of alternative construction techniques, innovative strategies and materials. As construction professionals, our clients can depend on us to provide expert resources to manage your projects from start-to-finish.

### **Corporate Strength and Financial Stability**

Founded on a solid foundation, CALTROP has grown steadily since its inception. Focusing on providing construction management services to our clients has made us one of very few experts in the construction industry, a key factor to our success. CALTROP is in excellent financial condition. By recognizing the need for providing responsive construction management services to our clients, we will continue our growth for years to come. We can comfortably deploy our personnel and provide the necessary services to all stakeholders for the duration of this project.



## PROJECT EXPERIENCE

# Jamboree and I-5 Intersection Improvement Project

## City of Irvine

*Irvine, CA*

CALTROP performed on-call project management, construction management and inspection services for the Jamboree and I-5 Intersection Improvement Project for the City of Irvine as part of their Consultant Team program.

The project is located at the boundaries of the cities of Irvine, Santa Ana and Tustin. The CALTROP Team reported directly to the City's Administrator for this project, and worked closely with local utility companies, City of Tustin representatives and Orange County Flood Control District Facilities.

The project involved construction of retaining walls, tieback walls, crib wall and installing over head signs spanning more than 100 ft. across Jamboree Road north and south

bound. I-5 north and south bound ramps were widened. Jamboree Road was also widened and new catch basins were constructed from El Camino Real to Michelle. The traffic signal and light posts were replaced, for larger length mast arm to accommodate the widening of the road. The project also included installation of drainage systems, traffic signals, street lighting and utility facilities within the vicinity of the intersection. The I-5 intersection and Jamboree Road eases the traffic flow in the City of Irvine. CALTROP's pre-construction services included facilitating the pre-construction conference. CALTROP provided post-construction services for project closeout.



Project Cost: \$7.7 Million

Staff Involved: Derich Sukow, PE





## Crown Valley Parkway Widening Project City of Laguna Niguel

*Laguna Niguel, CA*

CALTROP provided construction management and inspection services for the Crown Valley Parkway Widening Project from Forbes Road to the I-5 northbound ramps within the Cities of Laguna Niguel and Mission Viejo. The project included the construction of roadway, bridges, landscaping, drainage systems, traffic signals, street lighting and utility facilities within the project limits. The project allowed additional lanes of traffic in the eastbound direction along Crown Valley Parkway to facilitate the movement of vehicles and pedestrians through the area. Various utility relocations and adjustments were required

for roadway or bridge improvements being constructed. As the construction management team, CALTROP coordinated with San Diego Gas and Electric (SDG&E), AT&T, Southern California Gas (SCG) and Moulton Niguel Water District (MNWD) to perform relocation work. In addition, CALTROP worked with SCRRA (Metrolink / OCTA) for the erection of falsework and overall construction of the Crown Valley Parkway Overhead bridge. Our team worked with facility owners to keep the project on schedule and avoid any impacts to the construction of the bridges. This project was on schedule and within budget.



**Project Cost: \$8.5 Million**

**Staff Involved: Derich Sukow, PE,  
Parviz Dizehchi, PE**



## San Antonio Drive and Norwalk Boulevard Rehabilitation Project

### City of Norwalk

*Norwalk, CA*

The street rehabilitation of San Antonio Drive and Norwalk Boulevard from Rosecrans Avenue to Florence Avenue, Project No. 7177 is in the City of Norwalk, California. The project involved a 2 inch grind and overlay with rubberized asphalt, some deep lift paving, striping and traffic signal loop replacement. Concrete repair work includes construction of ADA ramp replacements, a catch basin modification, curb repairs, modifications to median noses and a cross gutter replacement. There was an existing SCE light pole that had to be relocated. Traffic signal work included replacement of poles and controller at the Foster-San Antonio intersection.

The traffic signal work for this intersection included conduit work by directional boring and pulling of conductors for all traffic signal devices of vehicle heads, push buttons, luminaires and lighted signs. Three additional intersections now have conduit and conductor (by directional boring) replacements to accommodate the relocation of pull boxes in conflict with ADA ramp work. The project reached from Rosecrans to Florence and is about 2.3 miles. CALTROP provided construction management and inspection services.



**Project Cost: \$2.3 Million**

**Staff Involved: Phillip Ruiz, Ryan Moore**



## Avenue I and SR-14 Interchange Improvements Project City of Lancaster

*Lancaster, CA*

CALTROP provided construction management services in addition to inspection, scheduling, claims analysis and construction contract administration for the Avenue I and State Route 14 Interchange Improvement Project. Services also included material sampling and testing, construction surveying and other supporting construction management services that follow the Caltrans' Local Assistance Procedures Manual, Construction Manual, Bridge Records and Procedures, Survey Manuals, all other Caltrans

manuals and standard specifications and other accepted professional standards.

The major elements of the work included constructing a new southbound off-ramp, which included a new bridge structure over Avenue I, modifying the existing southbound on- and off-ramps, modifying the existing northbound on- and off-ramps, site improvements, new drainage system, modifying and constructing a new water system, and performing utility and electrical work.



**Project Cost: \$4 Million**  
**Staff Involved: Bijan Salar, PE, CSP,**  
**Phillip Ruiz, Ryan Moore**



## Civil Engineering and Construction Observation, Inspection and Testing Services City of La Mirada

*La Mirada, CA*

CALTROP is providing the City of La Mirada with expert civil engineering, construction observation, inspection and testing services for various street rehabilitation projects. Services, which also include survey, grant administration and labor compliance, extends CALTROP's current street rehabilitation contract with the City until June 2014. The CALTROP Team uses a proven approach to delivering our civil engineering, construction inspection and testing services in completing each assignment accurately and on time.

Our oversight responsibilities include:

- Preparing detailed daily inspector reports
- Performing a review of the contractor's schedule on a weekly basis and track delays in full detail
- Providing status of all current RFIs and pending items
- Reviewing ongoing traffic handling and traffic control plans submitted by the contractor
- Conducting and monitoring labor compliance interviews
- Conducting safety reviews
- Verifying and enforcing the contractor's compliance with approved SWPPP
- Coordinating, implementing and monitoring utility relocations and reviewing the contractor's schedule of values
- Providing comprehensive construction inspection,
- Providing office engineering and preparing for post-construction services
- Reviewing the contractor's submittals
- Monitoring and inspecting the contractor's daily progress



**Project Cost: \$2 Million**

**Staff Involved: Derich Sukow, PE,  
Matthew Price, Safework, Inc.**



## CIP 104-FY 08-09 Street Rehabilitation Project

### City of Laguna Beach

#### *Laguna Beach, CA*

The City of Laguna Beach embarked on their largest street resurfacing project ever undertaken. Resurfacing of 64 residential streets required close coordination of the contractor's activities to minimize the impacts to the traveling public as well as local residents. The project required cold milling, removal and replacement of asphalt pavement, full depth pavement reconstruction, PCC curb and gutter, traffic striping and loop detector replacement and utility adjustments. An estimated quantity of more than 36,000 tons of asphalt concrete was required to complete the project. Both Type B and Type C2 asphalt concrete mix comprised the ultimate pavement structural section. Existing utilities were adjusted-to-grade, including storm drain, sewer, water valves and monitoring well frames and covers. As a result of the required pavement resurfacing, the project reinstalled loop detectors and provided ultimate

thermoplastic pavement delineation. The project also required the construction of 18" RCP to join existing manholes in accordance with Standard Plans for Public Works Construction.

CALTROP proactively addressed project concerns before the work was started. Our support team assisted the City in fully documenting the preexisting conditions of each street area to verify utility locations and identified potential conflicts with the contractor's operations. CALTROP managed the contractor to facilitate delivery of high level quality control and ensure the finished product meets desired results. Our responsibilities included weekly meetings with the contractor and city representatives to discuss the project progress, upcoming activities and coordination efforts required to minimize impacts to the surrounding community.



**Project Cost: \$5.4 Million**

**Staff Involved: Derich Sukow, PE,  
Matthew Price**



## I-405 and SR-55 Interchange Improvements Project OCTA and Caltrans District 12

### *Orange, CA*

The I-405 and SR-55 Interchange is one of the busiest interchanges in the county with the renowned South Coast Plaza located in its northeast quadrant. This project was funded by an FTA grant, Measure M and the City of Costa Mesa.

CALTROP provided contract administration, materials testing, project inspection, surveying, bridge and roadway construction and structures inspection, field inspection, falsework and shoring reviews for the Orange County Transportation Authority and Caltrans District 12. The project was the second part of a major interchange improvement program at I-405 and SR-55. Responsibilities included placing column concrete, falsework, form soffits, pre-stressing bearing plates, bearing pads, deck rebar, pre-stressing, approach slabs, profilographing, deck grinding, joint seals, barrier railing, structure excavation and

embankment, construction staking, CIDH piles, retaining walls, sound walls, box culverts, abutments and wing walls. We also prepared and assisted with contract change orders and prepared monthly progress payment estimates; reviewed plans, specifications and estimates; prepared daily reports; maintained project records and contract files; and performed final inspection and final contract item quantities. We developed the project-specific Manual and Document Control and Project Procedures. CALTROP managed the project in accordance with Caltrans' Construction Manual; Bridge Construction Records and Procedures Manual; California Test Methods; Manual of Traffic Controls for Construction and Maintenance Work Zones; State Standard Specifications and Standard Plans; and PS&E documents. Our project staff was trained in project safety, SWPPP and traffic control through our in-house training program.



**Project Cost: \$60 Million**

**Staff Involved: Derich Sukow, PE,  
Matthew Price**



## On-Call Public Works and CIP Projects City of Fontana

*Fontana, CA*

The City of Fontana's public works and CIP projects include a variety of infrastructure projects such as sewer, storm drain and street widenings.

Managing this contract has produced extremely cost-effective construction projects. Since the program manager involves the construction manager and inspector for constructability and plan review, the intent and history of the

project is learned. Armed with this valuable information, the construction manager and inspector can easily "look ahead" on the current project and incorporate cost savings.

CALTROP is providing program management services including: planning, construction management, project controls, utility coordination, scheduling and cost control.



**Project Cost: Various**

**Staff Involved: Bijan Salar, PE, CSP,**

**Jim Robinson, PE**



## As-Needed Professional and Technical Construction Engineering and Inspection Services Caltrans District 12

*Orange County, CA*

CALTROP is performing professional and technical construction engineering, Critical Path Method (CPM) Analysis services, material testing and construction surveying on an "as needed" basis to support the development and construction of proposed state transportation facilities in District 12. Projects include: SR-91 Widening from SR-55 to Weir Canyon Road, I-5 Slab Replacement at various locations, SR-55 Widening from Edinger Avenue to MacArthur Boulevard, and I-5 and Ortega Highway Widening. CALTROP is performing construction management, construction inspection, contract administration, office engineering and support, materials testing, surveying and quality assurance. We prepare and assist with contract change orders and prepare monthly progress payment estimates. We also review

plans, specifications and estimates; prepare daily reports; maintain project records and contract files; and perform final inspections and final contract item quantities.

Our responsibilities for projects have included the review and implementation of stage construction detours and traffic pattern modification; transition structures, pipe culverts and rock slope protection; earthwork excavations, embankments, backfill and grading; roadway structural section; materials testing including sample preparation of asphalt concrete, aggregate base and PCC; inspection of reinforced concrete retaining walls, pile foundations, footings, headwalls, and wingwalls; safety appurtenances consisting of a concrete barrier, metal beam guard railing, pavement striping, markings and reflective markers; field measurements; and quantity calculations.



**Project Cost: Various**

**Staff Involved: Derich Sukow, PE**





## I-405 and I-605 HOV West County Connectors Project OCTA and Caltrans District 12

*Seal Beach, CA*

The OCTA and Caltrans I-405 / SR-22 / I-605 West County Connectors – West Segment Project in the cities of Long Beach, Seal Beach, Westminster and the community of Rossmore consists of widening the existing interchange and constructing direct High Occupancy Vehicle (HOV) structures to allow for continuous movement of carpool vehicles connecting from one freeway to another.

The I-405 and I-605 HOV Connector Segment is the western segment of the overall I-405 / SR-22 / I-605 project and will:

- Directly connect the northbound I-405 HOV lane to the HOV lane on the northbound I-605 and the reverse movement
- Reconstruct the Seal Beach Boulevard bridge crossing over I-405

- Reconstruct the eastbound SR-22 to the northbound I-405 connector
- Reconstruct the eastbound SR-22 to the northbound I-605 connector
- Reconstruct the northbound I-405 to the westbound SR-22 connector (7th Street)

CALTRIP is providing construction management, inspection, materials testing and public relations services including assistant resident engineering, inspection of roadway and structural elements, establishing and maintaining field offices, project controls and scheduling, office engineering and administration, surveying, claims avoidance and resolution.



**Project Cost: \$160 Million**

**Staff Involved: Derich Sukow, PE,  
Matthew Price, Nicole Bissonette, EIT,  
Kumars Zand-Parsa**



## Hunts Lane Grade Separation Project SANBAG / Cities of Colton and San Bernardino

*Colton and San Bernardino, CA*

The San Bernardino Associated Governments (SANBAG), in cooperation with the City of San Bernardino and the City of Colton, is constructing a new grade separation between Hunts Lane and the Union Pacific Railroad tracks. The existing railroad crossing at Hunts Lane is an at-grade, signalized crossing. The purpose of the proposed grade separation is to eliminate the at-grade crossing, which would enhance safety and relieve existing traffic congestion on Hunts Lane at the railroad crossing.

A key project task was to pothole the Kinder Morgan oil line at the crossing locations with the utility and storm drain facilities identified as part of the work. Special care was given to the Kinder Morgan line and MCI fiber optic cable.

Prior to constructing any roadway improvements (including construction of the detour road) or relocating telephone facilities (to be relocated by SBC California), the water and sanitary sewer mains were relocated to their permanent locations as shown on the contract plans.

CALTROP is providing full construction management services, including source inspection for the Hunts Lane Grade Separation Project. Our source inspection services include quality assurance inspection of precast concrete MSE wall panels. CALTROP Quality Assurance (QA) inspectors are available as needed to provide inspection, sampling and testing support, and structural steel and precast concrete fabrication at the source.



**Project Cost: \$20 Million**

**Staff Involved: John Gentry, PE, QSD**



## Rehabilitation and Resurfacing of Bushard Street and Warner Avenue Project City of Fountain Valley *Fountain Valley, CA*

CALTROP provided inspection services for the City of Fountain Valley's Rehabilitation and Resurfacing Project for Bushard Street and Warner Avenue. The work consisted of cold milling and placement of Asphalt Rubber Hot Mix, replacement of Type A2 curb and gutter, sidewalk and ADA ramps. The project was completed on time and under budget.

The CALTROP Team provided complete inspection services as outlined by the City. CALTROP delivered a smooth initial start-up period and completed all work in compliance with all

federally funded project requirements. CALTROP's services included:

- Preparing detailed daily inspector reports to capture the history of the project as it occurred
- Ensuring compliance with all ARRA reporting requirements
- Developing a daily photo log with accurate detail
- Performing a review of the Contractor's schedule on a weekly basis



**Project Cost: \$689,000**

**Staff Involved: Derich Sukow, PE**



## GOVERNMENT AGENCY EXPERIENCE



### State of California Department of Transportation (Caltrans District 12)

CALTROP has provided similar construction management and inspection services for local agencies throughout Orange County. We are currently providing these services for the State of California

Department of Transportation (Caltrans) District 12 as the only construction management provider to supply inspection staff for various projects in the district throughout Orange County. Our long successful history of providing similar services to Caltrans in districts throughout the state will allow the City to retain a construction management firm that is well versed and extremely knowledgeable in administering construction projects in accordance with Caltrans' Local Assistance Procedures Manual (LAPM). Our Web-based Oracle Construction Manager software system is based on the 63 Category file system established by Caltrans. This established CALTROP process ensures that all project documentation is done in accordance with Section 16.8, Ch. 16, of the Caltrans LAPM for every project from start of construction through project completion.

### Federal Highway Transportation Administration



We have provided similar services for both large and small scale projects utilizing federal funds associated with reporting and filing procedures. Our detailed project documentation is done in accordance with both federal and state requirements. Our experience with routine audits for the Federal Highway Transportation Administration (FHWA) on several large Caltrans and OCTA

projects, such as the I-405 / SR-55 MOS 2 & 3 Project and the I-5 Gateway Project, produced positive results in which both clients emerged from the process successfully. More recently, we have been providing construction management and inspection services for the cities of Irvine and Laguna Niguel for various street improvement projects involving American Recovery and Reinvestment Act (ARRA) funds.





## Orange County Transportation Authority



CALTROP has been retained by the Orange County Transportation Authority (OCTA) to provide construction management and inspection services for several large projects over the past 10 years. We have been entrusted by OCTA to take a lead role in managing and providing inspection services on projects involving street resurfacing and widening improvements, bridges and retaining walls, utility relocations, water and storm drain facilities, sewer improvements and traffic signal management system improvements. We have been selected by OCTA to provide services based upon our commitment to each project and the successful results we deliver as a valuable team member to the agency.

## Orange County Public Works



The Orange County Public Works Department (OCPW) released an RFP for construction support services in 2009 for various projects throughout the county. A total of 42 firms submitted, from which a list of 12 firms were selected and placed on their on-call list. CALTROP was ranked No. 1 out of the 12 firms listed for on-call construction support services. We have been on OCPW's current list for on-call engineering and inspection services since 2012. We are also on the OCPW's current list for cost estimating services for an SOQ submitted in 2013. Our knowledge of working with county standards and specifications, including the Standard Specifications for Public Works Construction ("Green Book"), will provide the City with a construction management firm that offers a complete and thorough background to provide full support services for the scope of work anticipated in this RFP.



## REFERENCES

Nick Renn

Deputy Public Works Director

City of Laguna Niguel

30111 Crown Valley Parkway

Laguna Niguel, CA 92677

(949)-362-4341 - Telephone

Mark Trestik, PE

Associate City Engineer

City of Laguna Beach

505 Forest Avenue

Laguna Beach, CA 92651

(949) 497-0300 - Telephone

Darrell Hartman, PE

Senior Civil Engineer

City of Irvine

One Civic Center Plaza

Irvine CA 92606

(949) 724-7556 - Telephone



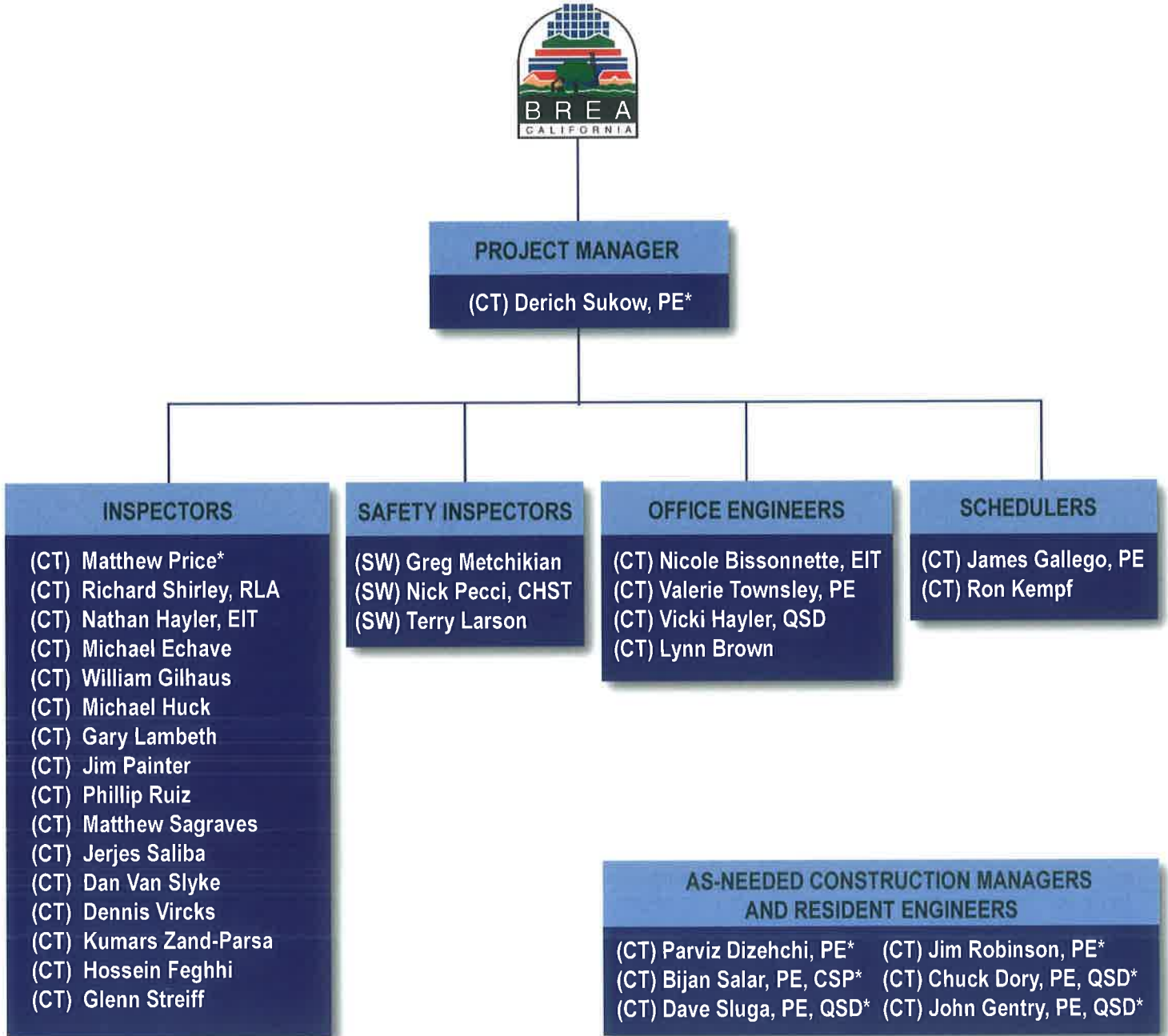
# PROPOSED STAFFING AND PROJECT ORGANIZATION





## Organization Chart

All key personnel will be available to the extent proposed for the duration of the project. No person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.



**Legend**

(CT) CALTROP

(SW) Safework, Inc. (UDBE / SBE)

\* denotes key personnel





## Derich Sukow, PE | Project Manager

Mr. Sukow has more than 20 years of project management, design and construction experience on transportation infrastructure and public works projects, including eight years with Caltrans District 12. His project management experience includes interfacing with other agencies and involved parties, such as city departments, county agencies, area businesses, local residents, and utility companies. Mr. Sukow has been responsible for construction management and inspection of a number of large-sized roadway and bridge projects. He conducts all aspects of construction management and coordinates projects to avoid potential conflicts.

### SELECTED RELEVANT EXPERIENCE

#### **On-Call Engineering and Support Services, OC Public Works, Santa Ana, CA**

*Project Manager.* Mr. Sukow is responsible for overseeing team providing construction management services including, office engineering, construction inspection and construction claims evaluation for various public works construction projects throughout Orange County.

#### **I-405 / I-605 West County Connectors Project, OCTA and Caltrans District 12, Seal Beach, CA**

*Principal (Assistant) Resident Engineer.* Mr. Sukow is responsible for construction management, constructability review, construction inspection, survey and public awareness services for the Connectors project. Services include supporting Caltrans District 12 and OCTA in the delivery of the project.

#### **I-5 Gateway Project, OCTA and Caltrans District 12, Buena Park, CA**

*Project Manager.* Mr. Sukow was responsible for construction management, constructability review, construction inspection, survey and public awareness. Services included supporting OCTA and Caltrans District 12 in the delivery of the project through design, advertisement, award, administration, acceptance and post-construction aspects of the project.

### Education

- BS, Civil Engineering, University of Miami
- BS, Architectural Engineering, University of Miami

### Registration / Certification

- CA, Civil Engineer, No. C57658

### Current Location

- Irvine, CA

### Current Assignment / Commitment

- Engineering and Support Services, OC Public Works; Construction Engineering Services, Caltrans District 12; West County Connectors, OCTA
- 50%

### Availability to City of Brea

- 50%

### Length of Time with Firm

- 12 years



## Parviz Dizehchi, PE | Construction Manager / Resident Engineer

Mr. Dizehchi has more than 25 years of construction experience on roadways, highways, structures, parks and other transportation facilities. His structure and inspection experience encompasses all types of structures, such as conventionally reinforced T-beam box girders; prestressed I-beam box girder and segmented beam bridges. He has been responsible for the inspection of driven piles, review and falsework approval and shoring plans including shop drawings, bridge formwork, reinforcing steel, concrete placement for piles, pile caps, foundation, columns, abutments, superstructures, bridge rail, sidewalks and decks. He has considerable experience with Caltrans standards, methods and procedures.

### SELECTED RELEVANT EXPERIENCE

#### **Crown Valley Widening Project, City of Laguna Niguel, Laguna Niguel, CA**

*Resident Engineer / Structure Representative.* Mr. Dizehchi was responsible for the construction of three bridges, retaining walls and reinforced concrete box, widening of Crown Valley Parkway from Cabot road to northbound I-5 freeway, relocation and widening of the interchange ramps and signaling the intersections within the interchange.

#### **Ramona Avenue Grade Separation, City of Montclair / SANBAG**

##### **Montclair, CA**

*Resident Engineer / Structure Representative.* Mr. Dizehchi was responsible for construction of a pre-stressed concrete box girder bridge on Ramona Avenue over Union Pacific Rail Road tracks. The work included staff supervision, coordination with utility and railroad companies and maintaining the project budget.

#### **SANBAG , Construction Management Services, Early Construction**

##### **Contracts I-210 Segments 9-11 and 11 Mainline**

##### **Cities of Fontana, Rialto, San Bernardino, Redlands, Yucaipa, CA**

*Structures Representative.* Mr. Dizehchi was responsible for contract compliance inspections, prepare and processes construction change orders, daily reports, structural inspections, grade and alignment checks, falsework, as-built drawings and materials sampling and testing.

### Education

- BS, Civil Engineering, California State University, San Jose

### Registration / Certification

- CA, Civil Engineer, No. C58901

### Current Location

- Rancho Cucamonga, CA

### Current Assignment / Commitment

- Not Assigned
- Available

### Availability to City of Brea

- 100%

### Length of Time with Firm

- 13 years



## Chuck Dory, PE, QSD | Construction Manager / Resident Engineer

Mr. Dory has more than 30 years of construction management experience, including 18 years with Caltrans District 1, where he served as a resident engineer for 14 years. He has extensive experience performing duties as a Resident Engineer and Structures Representative on many bridge and roadway projects on state route and interstate highway systems, as well as local streets and roads for Caltrans and local agencies, city and county, in California. Mr. Dory's responsibilities have included preparing correspondence, reports, change orders and estimates; reviewing submittals and plans to include analysis of falsework, shoring and post-tensioning systems; managing RFIs; preparing and reviewing CPM schedules; and providing resolution of potential claims, actual claims and disputes. He has extensive experience on Federal Highway Administration (FHWA) projects as well as structures and bridge projects.

### SELECTED RELEVANT EXPERIENCE

#### **Professional and Technical Construction Engineering Services, Caltrans District 3**

*Contract Manager.* Mr. Dory is responsible for managing the overall scope, cost and schedule for the support of various construction projects throughout the Glenn, Butte, Yuba, Colusa, Sutter and Sacramento Counties of District 3. The scope of the work includes providing construction engineering support, including inspection services, materials testing, plant inspection, office engineering, schedule analysis and claims services.

#### **Professional and Technical Construction Engineering Services, Caltrans District 1**

*Contract Manager.* Mr. Dory is responsible for managing the overall scope, cost and schedule for the support of various construction projects throughout District 1. The scope of the work includes providing construction engineering support, including inspection services, materials testing, plant inspection, office engineering, schedule analysis and claims services.

### Education

- BS, Liberal Arts,  
University of the State of  
New York, Regents College
- Caltrans Resident Engineer's  
Academy

### Registration / Certification

- CA, Civil Engineer, No. C71249

### Current Location

- Rancho Cucamonga, CA

### Current Assignment / Commitment

- Construction Engineering  
Services, Caltrans
- 50%

### Availability to City of Brea

- 50%

### Length of Time with Firm

- 6 years



## John Gentry, PE, QSD | Construction Manager / Resident Engineer

Mr. Gentry has 26 years of experience in project management, contract administration, civil and structural design engineering and inspection on public, commercial and industrial projects. He has administered various infrastructure improvement projects for the United States Department of Interior, The Army Corps of Engineers, NAVFAC, Caltrans and other public agencies. Mr. Gentry has five years of experience sitting as City Engineer for various cities in Northern California, as well as sitting on technical advisory committees for the counties of Lake and Sonoma in California.

### SELECTED RELEVANT EXPERIENCE

#### **Street Rehabilitation, CIP# 245, City of Laguna Beach, Laguna Beach, CA**

*Construction Manager.* Mr. Gentry is responsible for document quantities of various items of work performed by the contractor on a daily basis. Other duties include: field measure all quantities and check subgrade for compliance of new roadway section to be built; field measure all concrete improvements per specifications; check subgrade for compliance of new PCC improvements; document contractor's crew and equipment on the project daily; document which items of work are performed daily, complete with location and quantities; prepare monthly progress estimate and submit to project manager / City for payment. Also track the work on the project, ensure work is performed per specification, field measure all items of work and provide estimate calculations for payment.

#### **Hunts Lane Grade Separation Project, SANBAG, Cities of San Bernardino and Colton, CA**

*Resident Engineer.* Mr. Gentry's duties include managing the construction of a grade separation project over a live Union Pacific Rail track

**Duncan Canyon / I-15 Interchange Improvements, City of Fontana, CA**  
*Structural Materials Representative.* Mr. Gentry is managing independent agency source inspection services contract for the construction of a bridge widening project over Interstate 15.

### Education

- BS, Architectural Engineering, Cal Poly, San Luis Obispo

### Registration / Certification

- CA, Civil Engineer, No. C53247

### Current Location

- Irvine, CA

### Current Assignment / Commitment

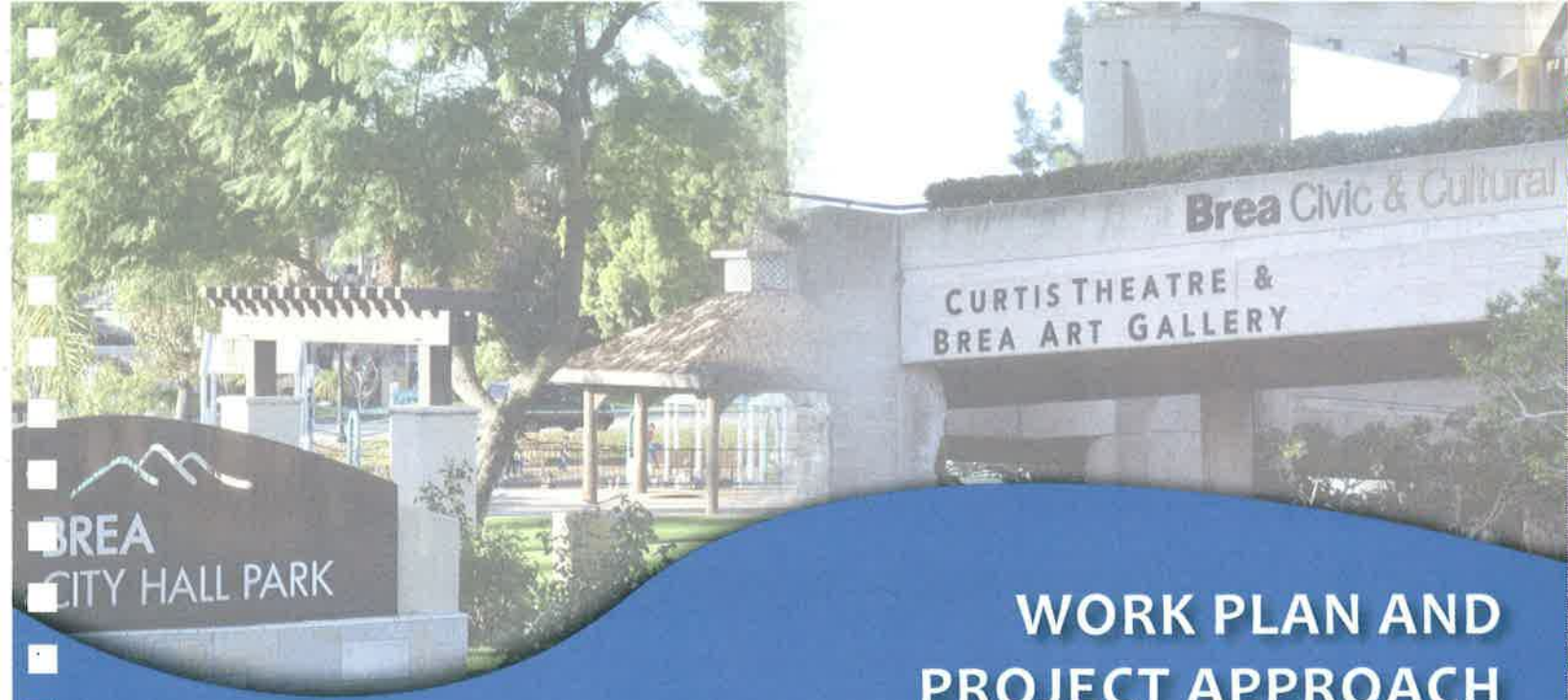
- Street Rehabilitation, CIP #245, City of Laguna Beach
- 50%

### Availability to City of Brea

- 50%

### Length of Time with Firm

- 2 years



# WORK PLAN AND PROJECT APPROACH





## WORK PLAN AND PROJECT APPROACH

### FIRM'S APPROACH AND WORK PLAN TO DELIVER SCOPE OF SERVICES

CALTROP's approach to providing construction management and inspection services is to build upon our successful track record of providing similar services to various local cities and agencies, including the City of Brea, County of Orange, Caltrans District 12 and the Orange County Transportation Authority (OCTA). Our commitment to the City of Brea, is to work collectively with you to clearly identify the needs of each project and assign those individuals with the expertise and experience required to exceed your expectations in a timely and efficient manner.

Our team has extensive construction management knowledge and quality control / assurance expertise. We have performed construction management, scheduling, cost control, contract administration, materials testing, surveying and field inspection. Our role will be to provide services necessary to complete all project delivery activities and to provide individuals to act as a true team member, reporting to the City. Our team will enforce the contract plans and specifications, permit requirements and other agency co-op agreements and provisions. Throughout all phases, CALTROP will fully support the City in the project to produce complete and correct work in a timely manner that will not impact the project's schedule.

CALTROP has been carefully forged to provide a high level of service based upon an understanding and successful history of delivering projects for transportation agencies such as the County of Orange, OCTA, San Bernardino Associated Governments (SANBAG), San Diego Association of Governments (SANDAG), and many local cities and municipalities. It is our commitment to provide a proactive team atmosphere to compliment the City of Brea's staff and all stakeholders involved in the project. Partnering to safely and successfully deliver projects is what we do. We take great pride in positively impacting the team dynamics among all project members and ensuring that every CALTROP Team member on the project is providing a value-added service. CALTROP has demonstrated the ability to provide construction management services by delivering projects for transportation agencies for more than 25 years. It is our win-win attitude and project-focused nature that allows us the ability to successfully provide these services and understand our role in the project. This allows us to foster relationships for a cohesive construction management team that is ready to act as one unit when the project begins and the contractor is on board. The construction management team will be able to fully focus on what is our main objective: safely building





your projects ahead of schedule, under budget and promote a positive image for the surrounding community.

### APPROACH FOR COMPLETING THE SCOPE OF SERVICES

A listing of the necessary services that will be provided for construction management and inspection for the City's upcoming projects identified in the scope of services shall include, but are not limited to the following:

#### PRIOR TO CONSTRUCTION

- Develop and process RFPs for design consultant selection including evaluations and recommendations.
- Prepare project budgets and schedules, bid documents and perform bid analysis.
- Perform value analysis and constructability reviews.
- Prepare and conduct kick-off meetings to formalize working relationships and review project procedures and issues with City staff and design team.
- Perform a pre-construction survey and a comprehensive review of project documents and discuss findings with the design team and City representative prior to start of construction.
- Develop a utility matrix to identify all project utilities and document their status and anticipated impacts.
- Monitor and facilitate the design team's plan checking with all pertinent agencies, utility and property owners. A plan check matrix shall be established to document and track comments and responses.
- With use of an electronic documentation system, all comments and responses developed through the documentation phase will be logged. Each item will be assigned an identifier, which will be tracked to ensure responses are noted and any necessary corrections are made to the plans and specifications prior to bid time.
- Analyze the project design to ascertain alternatives that may concurrently increase or maintain function and reduce cost.
- Provide assistance and prepare recommendations for a public awareness campaign for local area residents and businesses.
- Prepare and conduct pre-construction meeting with the contractor to discuss the project documents and familiarize team members.
- Review contractor's compliance with all permits and agency requirements.
- Review the construction staging and phasing strategy identified in the contract documents and eliminate any





potential conflicts prior to meeting with contractor to coordinate construction schedule.

## DURING CONSTRUCTION

- Review contractor's schedule of values, review and approve submitted quantities, negotiate differences over amounts and recommend payment by the City.
- All inspections shall be conducted to ensure conformance with City codes and ordinances including the City Grading Code and Manual, APWA "Greenbook" Standard Specifications for Public Works Construction, Caltrans Standards and Specifications, applicable City of Brea Standards and Design Manuals and State and Federal Building Codes related to site accessibility.
- Identify scope, recommend, prepare and monitor change orders.
- Coordinate surveying and materials testing as needed by the project.
- Monitor and inspect the contractor's daily progress documented by preparing daily diaries.
- Monitor the construction inspection, surveying and materials testing project budget.
- Review and provide responses to the contractor's RFIs, submittals and shop drawings. This will include any necessary coordination with agencies for final approval.
- Review contractor's SWPPP for compliance and approval. Monitor BMPs and report deficiencies on a daily basis. Follow-up on all outstanding items to ensure timely correction of deficient items.
- Utilize **Virtual Project Manager (VPM) Software** to prepare and maintain matrices to track RFIs, submittals, change orders, request for quotations, correction notices, stop work notices, daily progress reports and other construction-related documents.
- Prepare, coordinate and conduct all related communication, including meetings, related to project issues.
- Facilitate, coordinate and monitor the project utility owners and contractor with regards to utility relocations to reduce the impact to the project costs and schedule.
- Monitor the contractor's labor compliance by means of reviewing the certified payrolls and conducting labor compliance interviews.







- Prepare a photo and video log of project site to monitor and update all progress work.
- Prepare and deliver to the City, weekly progress reports describing key issues, cost and schedule status.
- Review the contractor's safety program and conduct regular safety reviews of the entire project site to ensure full compliance with the safety orders including Cal / OSHA compliance.
- Prepare project punch lists.
- Provide final inspection, testing and release of facilities.
- Coordinate, monitor, log, track and analyze construction claims and recommend action / prepare responses.
- Review contractor's planned schedule for conformance with the specifications and for the reasonableness of sequence and duration of the activities.
- Review work progress as compared to the planned scheduled work and provide schedule analysis.
- Conduct "Time Impact Analysis" for any claimed contractor delays and provide summary report.
- Meet with contractor on a monthly basis to discuss monthly schedule updates.
- Provide timely reviews and immediately report any schedule deviations that require further discussions.
- Review and evaluate any potential claims and work with construction team to prepare position papers.
- Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.



## POST CONSTRUCTION

- Organize and deliver the contract documents to the City for archiving.
- Complete project closeout, including consolidation of punch lists, compilation of record drawing information, item adjustments, final estimates and relief of maintenance.
- Compile detailed "As-built" drawings to be submitted to the City within 30 days of final inspection.

## MANAGING RESOURCES AND SUBCONTRACTORS ROLE

CALTROP has been providing similar services to numerous cities throughout California. Our ability to establish and manage our resources from the start of the project through closeout has been firmly established with successful results. An important step in the process is clearly defining the needs of the project through discussions with the City contract manager



and then implementing and monitoring those resources to ensure the project is covered throughout the construction lifecycle. This RFP identifies the potential for projects involving federal funds and minimum UDBE and DBE requirements. We have included Safework, Inc. (UDBE / SBE) to broaden our depth of resources to provide safety and field inspection services. We have completed similar projects with Safework in the past and have complete confidence in their ability to provide competent and highly qualified individuals to perform the services required on your projects. CALTROP's project manager and construction managers shall be responsible to supervise all work performed by our subcontractor.

#### **METHODS USED TO CONTROL PROJECT QUALITY**

The key to delivering the highest quality product begins at the project inception and continues through project closeout. With this in mind, the CALTROP Team approaches each project from a "lessons-learned" perspective that leads to an enhanced value engineering process.

This process is typically started during the design phase and continues throughout the life cycle of the project with the team constantly looking for ways to improve the end result.



***In line with preparing a quality product, this review process is a valuable tool for owners in releasing buildable and biddable project documents to the contracting community in order to receive accurate and cost-effective bids. Our experience shows us that the pre-construction phase is a critical element in the project delivery system. Early review of designs provides the best opportunity for making changes that result in cost and time savings. As a full-service program and construction management firm, CALTROP is able to obtain the most up-to-date pricing on construction materials. This information is continually checked against the prepared project construction estimate to develop an engineer's estimate that is true to the market conditions and subsequent bidder's results.***

***CALTROP has a documented record of success for our past clients. For instance, during the value engineering review process CALTROP performed on the I-405 Del Amo Overcrossing Project for the City of Carson, we identified solutions, which resulted in a savings of \$1.5 million to the City. On the 5<sup>th</sup> Street Bridge Project for the City of Highland, we saved the City approximately \$40,000 and completed the project two months ahead of schedule.***

CALTROP's review team includes the construction personnel who will be in the field overseeing the work. Our construction



managers, schedule analysts and cost estimators will work together to achieve the correct perspective in reviewing the plans and specifications. Our integrated approach continues throughout the progress of the project in order to determine any upcoming or unforeseen conditions that may potentially cause a cost increase or time delay to the project. Any concerns or recommended plan changes will be brought to the City's attention accompanied by a recommendation for resolving the issue. CALTROP is known throughout the industry to provide careful, thoughtful and logical input to the design team, which is a direct benefit to the client during construction. The City of Brea will be the deciding authority in any and all changes, and no deviation from the plans will be done without the prior written approval of the City.

*Value Engineering Review Objectives:*

- Increase project safety
- Reduce project cost and time
- Reduce impact to area businesses and residents
- Improve traffic control plans
- Improve construction staging
- Reduce project maintenance frequency and cost
- Effectively coordinate all utility relocations
- Avoid duplication and conflicts between contract documents
- Ensure completeness and consistency of plans and special provisions
- Improve biddability and buildability



Value engineering means finding ways for our clients to maintain the integrity of their projects while adhering to their budget and schedule constraints. On roadway projects, improvements to value might include reducing the life-cycle cost of an interchange, enhancing safety in a design or reducing impacts to the public by shortening the duration of a construction project. We believe that a value engineering program is essential to maximize the project benefits to the client. Value engineering will provide all stakeholders an opportunity to look at options to achieve savings and make the project more economical while still delivering a quality final product to the community.

CALTROP uses a combination of creative and analytical techniques to identify alternative ways to achieve objectives, such as Functional Analysis. The use of functional analysis differentiates value engineering from other problem-solving approaches.



The City's objectives in undergoing a value engineering process will be achieved by utilizing this series of five distinct steps:

1. Information and functional analysis of the project objectives.
2. Creative identification of alternative solutions.
3. Evaluation, risk / reward of the alternative solutions.
4. Categorization and recommendations of the preferred alternative solutions.
5. Review and approval of the preferred alternative solution.



To be effective, the value engineering process must be both suitably facilitated and involve the appropriate integrated project team members. Personnel will be encouraged to identify areas where they believe they can provide added value to the project. These areas will be reviewed by the client and CALTROP, and, if approved, will be evaluated for cost or time savings. CALTROP believes that the profile given to this will result in more value engineering input being generated than would normally occur without such a scheme. This philosophy is integral to our design activities and reinforces and complements constructability.

The key features separating value engineering from other cost reduction techniques are functional analysis, use of creativity to develop multiple alternatives and principles of maintaining the quality needed by the user. In value engineering, as in other problem-solving situations, a systematic approach will produce better results than undisciplined ingenuity. It provides:

- A vehicle to carry the work from inception to conclusion
- A convenient basis for maintaining a written record of the effort as it progresses
- Assurance that consideration has been given to facts that may have been neglected in the creation of the original design
- A logical separation of the study into units that can be planned, scheduled, budgeted and assessed

#### **METHODS USED TO CONTROL PROJECT BUDGET**

The ultimate responsibility for cost control rests with our Project Manager Derich Sukow, PE. Derich and the City's Contract Manager will define the scope of work and costs associated with our services. Our services will be monitored on a biweekly basis. Time sheets and field expense reports will be collected every week. Activity reports, costs and any deviation reports will be generated monthly (or as needed) for the manager's and the City's review.



- **Change Control:** CALTROP will diligently manage changes to the project by implementing the following functions and processes: Request for Information / change, document control, design change process, claims management, construction change process, estimating / cost control, submittal tracking / review, configuration control, action item / issue notification / tracking and decisive informed decision making.
- **Requests for Information (RFIs) and Submittals:** CALTROP will manage all contractor RFIs and submittals by logging and tracking when requests are made and submitting to the proper approving party. Submittals with time restraints will be closely monitored and follow-up to prevent delays to the contract time.
- **Estimating:** CALTROP will offer the project construction estimating calculations for every item on the contract and for contract change orders. We will work internally with designers to regularly produce estimates, which are based on the most current construction cost database for construction items. It is required that construction change orders be accompanied by independent estimates to substantiate the contractor's proposed costs. This is often accomplished by a "Force Account Analysis," which is a time and materials takeoff for a piece of work. We also enlist the use of local construction cost database, means estimating software for heavy civil construction, as well as the local equipment rental rates and the Bluebook Equipment Rental Manual.

#### **METHODS USED TO CONTROL PROJECT SCHEDULE**

The CALTROP Team brings the depth of knowledge necessary to keep a project on schedule. The process of developing and maintaining a schedule that incorporates the goals of the project begins during the design phase. Our services include the development of a comprehensive project schedule and budget. The goals and objectives of the project are clearly identified and included in this master schedule, and the activities are established with reasonable durations that can be successfully obtained. By reviewing all project-related documents and ensuring any milestones or commitments are reflected in the construction documents, the Construction Manager will be provided with the right tools to keep the project on schedule.

Our team members have worked with many of the local design and planning firms in the area. This has allowed us to establish working relationships in which the team knows what to expect of each other. This local knowledge has also allowed us to develop relationships with utility companies and other agencies that may be involved in the City's projects. Should the project schedule be impacted by one of these entities, the CALTROP Team firmly believes in constant contact with these individuals to allow for quick response times needed in making decisions that would bring the schedule back



on-track.

***On the I-5 Gateway Project, CALTROP representatives worked effectively with both Southern California Edison and City of Buena Park personnel to relocate utility poles and recover time on the contractor's schedule at no additional cost to the project.***

In the event a project is forecasted to fall behind schedule during the design phase, the CALTROP Team will work with the design team and other agencies to address the issue before it becomes a delay. This proactive approach allows ample time to look into any necessary mitigation measures. It is often identifying potential delay issues before they impact the schedule that leads to any necessary corrections at no additional cost.



As the project moves into the construction phase, the CALTROP Team will review the contractor's baseline schedule and subsequent monthly updates to ensure the project requirements have been fully addressed and progress is being maintained. The team will work ahead of the contractor in planning and forecasting any impacts to the project schedule. This will allow us to identify and resolve issues in the most cost-effective manner.

CALTROP has a comprehensive understanding of construction practices and expertise with finding ways to work around potential delay issues. This has a mitigating effect on the overall project delivery. The CALTROP Team has extensive experience in performing schedule delay analyses. We are often called upon to review alleged delay issues associated with potential schedule impacts presented by a contractor and review these for merit.

Our project scheduler will provide documentation with our methodology for schedule control. We have developed checklists for reviewing contractor-submitted baseline schedules and schedule updates so all relevant aspects of the contractor's schedule are reviewed. The methodology is comprehensive and, at a minimum, includes implementing the following:

- Ensuring all team members are intimately familiar with contract schedule.
- Updating and correlating schedule status with contractor activities.
- Preparing weekly schedule updates and as-built schedule.
- Comparing as-built schedule versus projected schedule on a weekly or biweekly basis and discussing with contractor.



- Looking for delay causes and implementing corrective plans.
- Considering schedule ramifications when contemplating change orders.
- Incorporating contract change orders, which may affect the project delivery date, into the schedule.
- Analyzing potential claim impacts to the project(s) schedule.

## DOCUMENTATION

Accurate diaries are maintained on a regular basis. Complete information protects the City of Brea in the event of an incident on the project. The diary contains sufficient information to facilitate adjustment of items and support the project in the resolution of claims. In addition to the project manager, our quality control officer visits each of our projects periodically to check diaries and pay quantity documents. The diaries are checked for complete information, including daily quantity listings. Pay quantity documents are checked to ensure proper calculation and checking is performed. Pay quantity documents will be compared to material release forms, such that payment is made only for the amount of released material. Contract change order payments are checked to ensure that they concur with the change order. We ensure that all local, state and federal safety rules and regulations are enforced at all times. All Daily Progress Reports and pertinent documentation shall be submitted via the Internet into the City's Virtual Project Manager (VPM) Software. CALTROP is currently working with this system on a project for the City of Brea.

## WORK WITH VARIOUS GOVERNMENT AGENCIES

In addition to the required acceptance criteria, experience with high levels of coordination with various government agencies is necessary.

CALTROP is currently working directly with many of the agencies

within Orange County that will be involved with your projects. We have provided similar Construction Management and Inspection services for Caltrans District 12, OCTA and various cities throughout Orange County. This experience will provide you with a firm that is well versed in responding to project concerns as they relate to regulatory agencies.

CALTROP has been the sole provider for construction management and inspections services for Caltrans District 12 continuously since 2007. In addition, OCTA has entrusted our services on three of their largest projects since 2001.

**Storm Water Pollution Prevention Plan (SWPPP):** Each CALTROP individual assigned to your project has been fully trained to identify storm water deficiencies in the field and the process of reporting and tracking corrective actions. Our resident engineers and inspectors attend an in-house QSP / QSD Certification class. CALTROP has an in-house State





Water Resource Control Boards (SWRCB) Trainer of Record that is responsible for providing these training services throughout California to agencies, contractors and various firms. This in-house expertise allows each individual working on your projects to be up-to-date on the latest NPDES rules and regulations.

**Claims Avoidance and Litigation Support Services:** While every project starts its life with hopes of finishing on time and without claims, this is not always possible. Even the most carefully planned construction project can encounter claims. How those claims are handled, however, can make a difference in the success of the project. CALTROP's claims avoidance methods begin early in the project process with our positive attitude and open communication with contractors and comprehensive documentation process. Our construction inspectors are trained in documenting through the daily diary process any irregularities or substandard conditions they encounter in the field, and our senior resident engineers diligently follow through on these issues with the contractor for resolution.

**Surrounding Community, Stakeholders:** As part of our overall effort to provide an effective team ready to start construction, our CALTROP key team members make it a part of our work plan to listen and fully understand the concerns of the surrounding communities affected by the upcoming project. The better we understand how the surrounding municipality operates on a daily basis, the more successful our team will be in providing a positive image of the project to its neighbors. That will allow us to proactively address project concerns and provide the City of Brea the support needed to minimize impacts to the surrounding community. Our role as requested in this RFP is to provide a construction management support team whose efforts will result in the successful completion of the project and ultimately in the overall positive perception with construction on the project.

## SAFETY

No aspect of the project has greater importance than project safety and injury prevention. All practical steps are taken to maintain a safe and healthy workplace.

Our firm's proposed staff has been through our in-house and state construction safety training program. A safety tailgate meeting is held on a regular basis and meeting minutes of the safety meeting are maintained with the project files.

Furthermore, every inspector and contract administrator has been through our formal Health and Safety and Injury and Illness Prevention Program.

Before commencing any construction activity, our inspectors visit the contractor's yard to verify construction and safety equipment are in good order. CALTROP will have personnel and materials available to assist the team with additional, specific injury prevention and safety instructions and training.





# FEE PROPOSAL





# FEE PROPOSAL

## Schedule of Fees



	Rate / Hr
Principal	\$204 - \$240
Senior Public Relations Agent	\$100 - \$160
Public Relations Agent	\$70 - \$125
Claims Specialist	\$150 - \$185
Senior Claims Analyst	\$125 - \$160
Claims Analyst	\$106 - \$124
Senior Project Manager	\$130 - \$160
Project Manager	\$120 - \$145
<b>Construction Manager - Registered</b>	<b>\$130 - \$150</b>
Construction Bridge Engineer - Registered	\$135 - \$150
Structures Inspector	\$100 - \$120
<b>Construction Inspector</b>	<b>\$95 - \$120</b>
Senior Schedule Analyst	\$130 - \$175
Senior Scheduler	\$110 - \$130
Scheduler	\$85 - \$110
Schedule, Technician	\$75 - \$85
Senior Estimator	\$110 - \$165
Estimator	\$75 - \$110
QA / QC Officer	\$95 - \$145
Project Control Specialist	\$135 - \$165
Administrator II	\$55 - \$68
Administrator I	\$45 - \$65
Clerical II	\$45 - \$60
Clerical I	\$30 - \$45

Overtime rate for field personnel will be charged at 1.5 times the hourly rate

No vehicle charge

Direct project expenses will be charged at cost, plus 10 percent

Invoices will be rendered every four weeks or as arranged with clients

Rates are subject to prevailing wage requirements and changes



	Rate / Hr
Safety Inspector	\$135 - \$173



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and CivilSource, Inc. (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Amy Amirani, P.E.  
Principal  
9890 Irvine Center Drive  
Irvine, CA 92618

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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



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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

Amy Amuan, president  
CivilSource, Inc.

CITY

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**



**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014 RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

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presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with



the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

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totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

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5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day



CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

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CITY

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City Manager

**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

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4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

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including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.



**SECTION VI**

**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.

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

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: \_\_\_\_\_

# EXHIBIT "B"

CivilSource

March 25, 2014

Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
City of Brea  
Public Works Department  
1 Civic and Cultural Center  
Brea, CA 92821-5732

Subject: **Proposal for Professional Consulting Services for Construction Management & Inspection Services FY 2013-2014**

Dear Mr. Consunji;

CivilSource, Inc. (CivilSource) is pleased to present this proposal to the City of Brea (City) for Construction Management & Inspection Services.

CivilSource understands that the City is seeking a professional consulting firm to provide construction management and inspection services for assistance with the completion of several upcoming Capital Improvement Program (CIP) projects, such as the Valencia Landscape Medians and the Imperial Highway Greenbelt Landscape Improvements. Services may include construction observation, public contract administration, attendance at project meetings, utility coordination, construction staking and surveying, material testing, project documentation, and as-built drawings.

As the Principal of CivilSource, I offer my commitment to the City that all issues, questions, and requests will be responded to immediately. I bring to the City over 30 years of public works experience during which I have built professional and personal relationships with several of the City's staff. My technical knowledge and experience combined with an earned trust and respect will ultimately benefit the City's residents and infrastructure.

**Contractual Responsibility:**

**Amy Amirani, Principal**

amy@civil-source.com

**CivilSource, Inc.**

9890 Irvine Center Drive

Irvine, CA 92618

P: 949-585-0477

F: 949-585-0433

The CivilSource team will be led by **Project Manager, Mr. Peter Salgado, P.E.** Mr. Salgado has 17 years of civil engineering experience, providing project and construction management for small- and large-scale construction programs for both public and private agencies. His construction management and design engineering expertise consists of a variety of public works projects including street and highway rehabilitation; vertical construction and tenant improvements; and water, sewer, and storm drain improvements.

CivilSource's proposed subconsultants are: *Hunsaker Land Surveying*, Bruce F. Hunsaker, 429 Marketview, Irvine, CA, 949-243-4645; and *American Geotechnical*, Bob Jones, 22725 Old Canal Road, Yorba Linda, CA, 800-275-4436.

We are committed to meeting the City's needs and offer the following:

- **Project Understanding and Approach.** CivilSource has on-call public works inspection contracts with several Southern California local agencies and has a thorough understanding of how to provide on-call services effectively. Our team has the skills and experience needed to provide the required public works inspection services and has a proven work plan to complete projects on time, within budget. Our quality, cost, and schedule control measures will result in the most cost-efficient delivery of your projects.

- **Qualifications, Capabilities and Experience.** We offer the City a team of unmatched depth, diversity, and experience capable of providing comprehensive planning, engineering, administrative, and construction support services. With CivilSource, the City has access to a full spectrum of professional engineering services. This in turn allows City management to more effectively manage its capital improvement program. The range of disciplines, talent, and expertise on our team allows us to access the necessary resources as needs arise and to complete any assigned task expeditiously.
- **Demonstrated Successful Experience.** We have a proven track record of successfully providing professional services to several cities, special districts, and local agencies, most of which have been repeat clients, including the cities of Brea, Buena Park, Costa Mesa, Culver City, Cypress, Downey, Glendale, Hermosa Beach, Huntington Beach, Irvine, La Habra, Moreno Valley, Norwalk, Pomona, Rancho Santa Margarita, Santa Monica, and Villa Park as well as the Laguna Beach County Water District, Moulton Niguel Water District, Golden State Water Company and the Santa Margarita Water District. We encourage the City to contact our references to confirm our successful track record. Our award winning projects, all completed on schedule and within budget, include:
  - ✓ La Bonita Park Water Facilities, City of La Habra, 2013 DBIA Design-Build Distinction Award
  - ✓ Utility Operations Facility Upgrades, City of Huntington Beach, 2011 APWA Project of the Year Award
  - ✓ Shaw's Cove Lift Station Rehabilitation, City of Laguna Beach, 2009 APWA Project of the Year Award
- **Time Commitment and Response Time.** CivilSource is committed to the timely completion of your projects, and will dedicate our senior, technical and administrative staff to assigned projects and task orders as required. Our Project Scheduling software is designed to incorporate all the tasks involved in planning, design and construction of projects. The critical path for any project will always be the highest priority for CivilSource. All of our project team members are available by cellular phone during and outside normal office hours. We assure you that all task orders and issues will be responded to immediately.
- **Competitive Rates.** We understand the budget constraints clients are often faced with. Our proposed rates are negotiable and our references will attest to our willingness to work within your budget.

This proposal shall remain valid for a period of no less than 90 days from the date of submittal. This letter of transmittal is signed by Amy Amirani, Principal of CivilSource, and is authorized to bind CivilSource to the terms of the proposal. We've received all addenda of the RFP, and all information submitted with the proposal is true and correct.

We believe these strengths make CivilSource uniquely qualified to provide the City with professional services. By selecting CivilSource, the City will benefit from a team with varied and extensive engineering and construction management experience. We thank you for the opportunity to submit our proposal, and we look forward to further discussions with you regarding your project. Should you have any questions or need additional information, please contact me at our office (949) 585-0477 or by email at [aamirani@civil-source.com](mailto:aamirani@civil-source.com).

Respectfully submitted,  
CivilSource, Inc.



Amy Amirani, P.E.  
Principal

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## QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

### FIRM PROFILE AND QUALIFICATIONS

A certified DBE/WBE/SBE, CivilSource was established as a California Corporation in 2006 specializing in program management, engineering design and construction management and inspection of capital improvement projects including streets; traffic systems; drainage and flood control; parks and recreational facilities; water and wastewater systems; vertical construction; and landscaping and irrigation. Offering a large network of professionals with expertise in a broad range of engineering fields, our team includes licensed civil engineers, construction managers, certified inspectors, and experienced public works professionals. All team members are extensively experienced working within the structure of municipal government and public construction policy and will seamlessly integrate into the City of Brea (City).



Operating out of a two-story building located at 9890 Irvine Center Drive in Irvine, California, our 35+ employees have established solid relationships with public agencies and special districts throughout southern California. Given the breadth of our public-sector client base, CivilSource's team members are intimately familiar with the structure of municipal government and public construction policy and will seamlessly integrate into the City. CivilSource is financially viable and there are no conditions that may impede our ability to complete this project.

CivilSource was founded by Amy Amirani, a registered Civil Engineer in the State of California. Her 30+ years of civil engineering experience includes leading teams in providing design engineering, construction management and inspection services for municipalities throughout southern California and formerly serving as the Public Works Director for the cities of Hermosa Beach and San Juan Capistrano. She will be responsible for dedicating our staff identified herein, providing necessary equipment and resources, managing any subconsultants and contractors, and oversight of meeting our high expectations of quality assurance and quality control, responsiveness, documentation, communication, and coordination. ***We assure the City that the CivilSource team led by Ms. Amirani can provide any professional engineering service required.***

Over the years, our successful delivery of products and services has resulted in repeat clients for a broad range of municipal services. CivilSource currently and has recently provided Construction Management and Inspection services to the cities of Huntington Beach, Laguna Woods, Aliso Viejo, Rancho Santa Margarita, Hermosa Beach, Norwalk, Santa Monica, Culver City, Santa Ana, and many more. Our key services include:

- Civil Engineering Design
- Construction Management & Inspection
- Plan Check/Review
- Building and Safety Services
- Constructability Review
- Staff Augmentation
- Project Management
- Federal Funding Management
- Labor Compliance
- Public Outreach

The CivilSource Project Team understands that the successful management of a project requires not only an in-depth knowledge of the design criteria and standards contained within construction documents, but also a detailed knowledge of the construction means and methods used to complete the designed improvements. It further requires a practical, hands-on understanding of the project requirements and objectives. We have built our reputation on the successful delivery of projects within budget and on schedule.

**Additional Municipal Experience**

PROJECT EXPERIENCE SUMMARY									
Agency	Project	Services		Capital Improvement Type					
		Engineering Support	CM/Inspection	Streets & Alleys	Bridges	Facilities & Community	Sewer, Storm Drain & Water	Parks & Parks Facilities, Landscaping/Irrigation	Traffic Signal & Lighting
<b>City of Baldwin Park</b>	Storm Drain Improvements on Corak Street	✓		✓			✓		
<b>City of Brea</b>	Puente Avenue Rehabilitation	✓		✓					
	Glenbrook Tract Water Main Replacement	✓					✓		
<b>City of Buena Park</b>	Franklin & Darlington Improvements	✓		✓					
	SR-91 Freeway E/B On-Ramp Widening		✓	✓					
<b>City of Costa Mesa</b>	Stage Street Rehabilitation	✓		✓					
	Magnolia Avenue/Alley/Parking Lot	✓		✓					
	Tustin Avenue and Alley No. 109	✓		✓					
<b>City of Culver City*</b>	Broadway Street Improvements (SRTS)	✓		✓			✓		
	Sawtelle Boulevard Rehabilitation	✓		✓					
	Four Sewer Pump Station Rehabilitation		✓				✓		
<b>City of Cypress</b>	Demonstration Rain Gardens		✓					✓	
	Cerritos Avenue Widening	✓		✓			✓		✓
<b>City of Downey</b>	Paramount Boulevard Pavement		✓	✓					
	Lakewood Boulevard Improvements		✓	✓					
	Downey Boulevard Improvements		✓	✓					
<b>City of Fountain Valley</b>	Residential Paving Program	✓		✓					
	15 Year Sewer System Improvements	✓					✓		
	TI159 Industrial Streets Rehabilitation		✓	✓					
<b>City of Hermosa Beach</b>	Active South Park	✓						✓	
	Hermosa View SR2S Project	✓	✓	✓					✓
	Pier Avenue Improvements		✓	✓			✓		
<b>City of Huntington Beach</b>	City Hall Modifications	✓				✓			
	Sewer Lift Station #24 & Force Main		✓				✓		
	Utility Operations Center Upgrades		✓			✓			
	Warner Avenue Bridge Preventative	✓			✓				
<b>City of Irvine</b>	Culver/Walnut Widening	✓		✓			✓		✓
	University Drive Rehabilitation	✓		✓					
<b>Irvine Ranch Water District</b>	Portola Hills Lift Station Improvements	✓					✓		
<b>City of La Habra</b>	La Bonita Park Water Facility	✓	✓	✓		✓	✓	✓	

PROJECT EXPERIENCE SUMMARY (Con't)									
Agency	Project	Services		Capital Improvement Type					
		Design	CM/Inspection	Streets & Alleys	Bridges	Facilities & Community	Sewer, Storm Drain & Water	Parks & Parks Facilities, Landscaping/Irrigation	Traffic Signal & Lighting
City of La Habra Heights	Hacienda Park Improvements	✓						✓	
	Playground Equipment Replacement	✓						✓	
	Residential Zone 4 & 5 Pavement Rehabilitation	✓		✓					
City of Laguna Beach	North Laguna Alley Rehabilitation	✓		✓					
	Storm Drain Replacement at City's Dog Park	✓					✓		
	Lift Station and Force Main Improvements		✓				✓		
Laguna Beach County Water District*	Cast Iron Pipe Replacement Project	✓	✓				✓		
	La Brea Area Flow Imps/Viejo St. CIP	✓	✓				✓		
	Palmer Place Flow Improvement Project	✓	✓				✓		
City of Laguna Niguel	Paseo De Colinas Bridge Seismic Retrofit	✓			✓				
	Golden Lantern Roadway Widening		✓	✓					
	Sea County Community & Senior Center		✓			✓			
City of Laguna Woods	On-Call Engineering Services	✓	✓	✓	✓	✓	✓	✓	✓
	On-Call Traffic Engineering Services	✓	✓						✓
	Trabuco Boulevard Street Improvements		✓	✓				✓	✓
City of Lake Forest	Rue De Fortuna Traffic Signal Improvements		✓						✓
	Heroes Snack Bar and Restroom Facility		✓		✓			✓	
	Water Main Replacement on PCH		✓				✓		
City of Lomita	Water Main & Street Improvements		✓	✓			✓		
	Citywide Sidewalk Improvements (SR2S)	✓	✓	✓					
	Lois Lane Alley Improvements	✓		✓					
City of Los Alamitos	Ball/Bloomfield Storm Drain Improvements		✓	✓			✓		
Moulton Niguel Water District	Camino Capistrano Pipe Relocation	✓					✓		
City of Norwalk	I-5 Mitigation at Union and Paddison		✓	✓					
Orange County Public Works	Bayview Drive		✓	✓					
	Foothill Boulevard		✓	✓					
	Moulton Parkway Segment 3 Phase II		✓	✓					
	Crawford Canyon Road		✓	✓					



PROJECT EXPERIENCE SUMMARY (Con't)									
Agency	Project	Services		Capital Improvement Type					
		Design	CM/Inspection	Streets & Alleys	Bridges	Facilities & Community	Sewer, Storm Drain & Water	Parks & Parks Facilities, Landscaping/Irrigation	Traffic Signal & Lighting
<b>City of Pomona</b>	Citywide Alley Improvements		✓	✓					
<b>City of Rancho Santa Margarita</b>	Melinda Road and Los Alisos Slurry Seal		✓	✓					
	Installation of Battery Back Up Systems		✓						✓
	Antonio Parkway Resurfacing		✓	✓					
	Robinson Ranch Road Traffic Calming		✓	✓				✓	✓
<b>City of San Juan Capistrano</b>	Community Center Modifications	✓	✓			✓			
	Public Works Building Modifications	✓	✓			✓			
	Stone Field Soccer Park	✓	✓					✓	
<b>Santa Margarita Water District</b>	Antonio Parkway Forcemain Realignment	✓					✓		
<b>City of Santa Monica</b>	2 <sup>nd</sup> /4 <sup>th</sup> Street Transit Mall Improvements		✓	✓				✓	✓
	Bike Center/Parking Structure Improvements		✓	✓		✓			
	Annual Paving & Sidewalk Repair		✓	✓					
<b>City of Stanton</b>	Western Avenue Sewer Rehabilitation								
<b>City of Villa Park</b>	FY 11/12 Street Improvement Project	✓	✓	✓					
<b>City of Yorba Linda</b>	Savi Ranch Signs Display	✓	✓			✓	✓		
	Yorba Linda Boulevard Street Rehabilitation	✓		✓					
	Bastanchury Road Improvements		✓	✓					✓

## STAFFING AND PROJECT ORGANIZATION

### KEY PERSONNEL/MANAGEMENT TEAM

Key personnel will be available to the extent proposed for the duration of the required services and shall not be removed or replaced without the prior written concurrence of the City.

**Project Director Amy Amirani, P.E., QSP/QSD** brings to the team over 30 years of Public Works civil engineering and project experience. This experience, combined with in-depth knowledge of municipal regulations and procedures, has resulted in the successful completion of many capital improvement projects for clients throughout the region. Her experience includes public facilities engineering with a specific emphasis in the planning, design, construction, and program management of municipal capital improvement projects, including: streets, wastewater, storm drain, and other infrastructure development. She will ensure that proper resources are provided to complete projects on time and within budget.

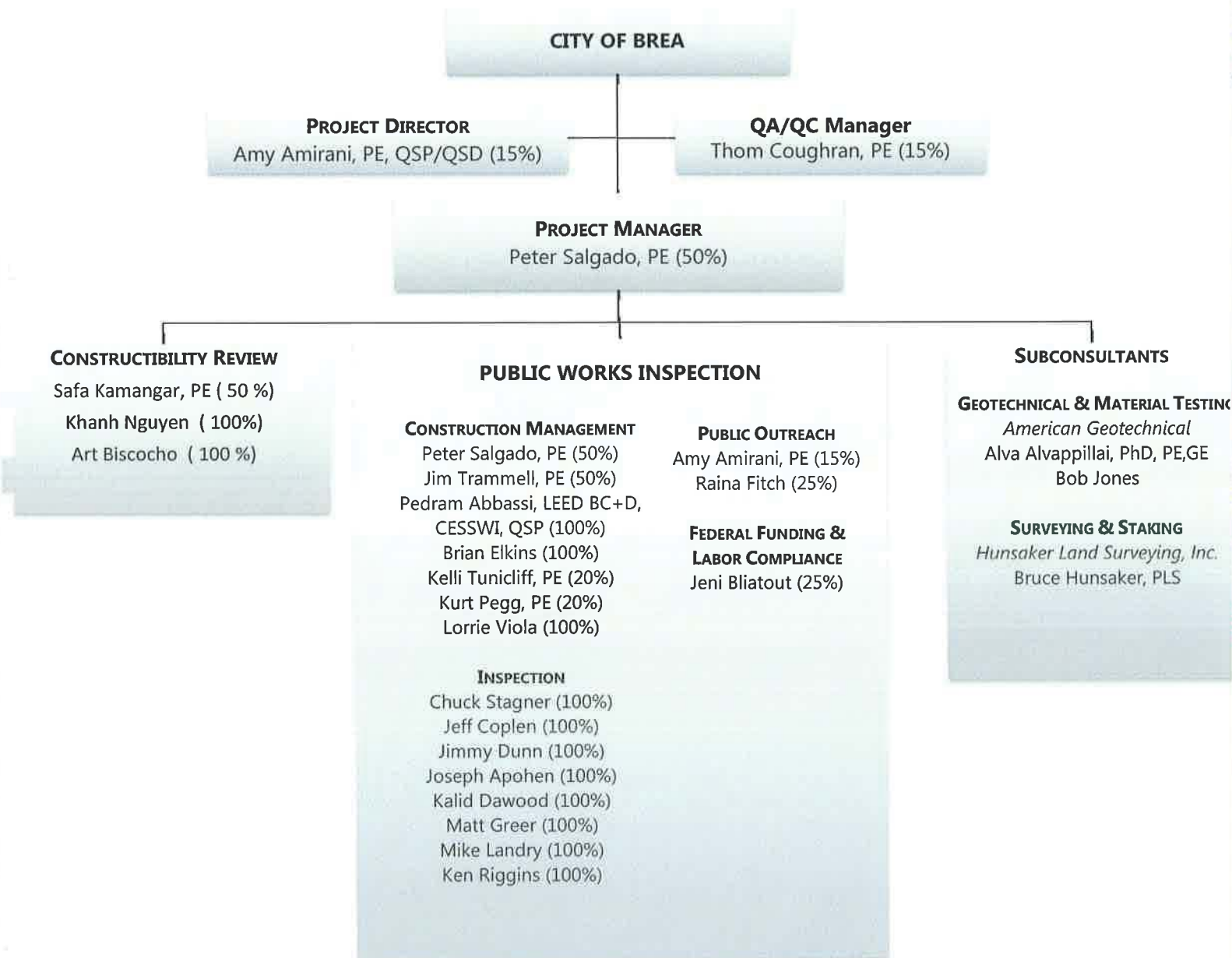
**QA/QC Manager Thom Coughran, P.E.** has over 30 years of experience in civil engineering design & project management and public works management, with a specialization in water services, transportation, and distribution. He is a licensed engineer in the states of California and Arizona and a member of the American Water Works Association (AWWA). His solid network of colleagues has grown with his experience within the engineering divisions of several other cities and districts in the surrounding area, including his position as Principal Water Engineer for the City of Anaheim, Water Resources Manager for the City of Santa Ana, Water Systems Manager for the City of Fullerton, Public Works Director at the City of La Habra, and District Engineer for the Mesa Consolidated Water District. His extensive and varied experience allows him to accept the responsibility of projects of any size or complexity and implement highly successful QA/QC programs for the design of capital improvements.

**Project Manager Peter Salgado, P.E.** has over 17 years of civil engineering experience, providing project management for small- and large-scale construction programs for both public and private agencies. His construction management and design engineering expertise consists of a variety of public works projects including street and highway rehabilitation; vertical construction and tenant improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures. In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; preparing and presenting City Council/Board Staff Reports; facilitating work related to warranties; and managing project closeout.

**Building Construction Manager Jim Trammell, P.E.** is a registered civil engineer with over 28 years of experience in design, construction management, development, and general contracting. As a licensed Civil Engineer, General Contractor and LEED (Environmental Design) Professional, his diverse and professional background brings a unique approach to the construction management process. He understands and manages the balance between sensible design, quality and cost and has a proven track record in the successful development of many large-scale and complex projects with demanding schedules. He has been responsible for the management of the planning, design and construction of several small- and large- scale parks and recreational projects including park facilities, playgrounds, parkway landscaping and irrigation, and community centers. Mr. Trammel is knowledgeable of the public works process in regards to the design, bid, award and construction phases.

### ORGANIZATION CHART & LEVEL OF AVAILABILITY (%)

CivilSource provides an in-house multi-disciplinary staff of professionals who are recognized specialists in their areas of expertise. The staff members have superb technical training and academic backgrounds. CivilSource has adequate personnel available to execute projects as requested by the City, and key staff members will be committed for the duration of the project assignment. The organization chart below shows the key members of the project team. **Each member will be fully committed to their assignment from start to finish.** Levels of availability for this contract are included in the organization chart. All staff are based out of our Irvine office. Resumes are included in the "Appendix".



## SUBCONSULTANTS

CivilSource has established strong relationships with our subconsultants included in this proposal. Over the course of our project experience together, our subconsultants have grown to understand our high-level of expectations and our commitment to meeting and exceeding our client's needs.

**Hunsaker Land Surveying, Inc.** is a full service land surveying firm staffed with surveyors from the International Union of Operating Engineers, Local 12 and has certification pending as a Small Business Enterprise. Hunsaker provides a highly qualified and experienced team that will successfully perform field and office surveying, including field topographic mapping, street cross-sections, and any other additional surveying services required for the project. Hunsaker can supply personnel and equipment to accomplish the timely completion of any task and currently provides surveying services for multiple municipalities and other government agencies such as the City of Irvine, Caltrans, County of Los Angeles, Metropolitan Water District of Southern California, and the County of Orange. Below are some projects for which Hunsaker has collaborated with CivilSource:

- City of Cypress – Meridian at Katella Intersection Design, City of Cypress
- City of Hermosa Beach – Safe Route To School – 16<sup>th</sup> Street Sidewalk Improvements, City of Hermosa Beach
- Portola Hills Lift Station Abandonment and Gravity Sewer, Irvine Ranch Water District

**American Geotechnical, Inc.** provides a full range of professional consulting services specializing in geotechnical, engineering geology, hydrology, hydrogeology, specialty inspection and materials testing. They also maintain a comprehensive soils and materials testing laboratory that offers complete in-house testing services. American Geotechnical was established in 1984 by their CEO, Gregory Axten. Since their inception AG has grown from a mom and pop consulting business to a multi-disciplined engineering and testing firm. AG has provided thousands of clients throughout the southwestern United States solutions to simple and complex engineering problems. AG has received multiple Honorable Mention Engineering Excellence Awards from the California Geotechnical Engineers Association. Their DSA, Caltrans and ACI certified lab and technicians aid our investigation and design teams by providing quality field and lab data. Their construction related services are utilized by school districts, custom and tract home developers, cities/counties, and HOA's. They are successful in teaming with clients to eliminate design failures and reduce liability by leveraging their 27 years of forensic engineering expertise. Below are some projects for which American Geotechnical has collaborated with CivilSource:

- El Toro Road Pavement Rehabilitation, Laguna Woods
- Silverado Canyon Pipeline, Irvine Ranch Water District

### OTHER PROJECT EXPERIENCE:

- On-Call Survey, City of Anaheim
- Alley Rehabilitation, City of Costa Mesa
- On-Call Surveying, City of Irvine
- On-Call Surveying, Southern California, Caltrans District 7

### OTHER EXPERIENCE:

- On-Call Geotechnical and Environmental Consulting Services, Orange County Sanitation District
- On-Call Geotechnical Consulting Services, Orange County Public Works
- Anaheim Citywide Sanitary Sewer System, Group 4, City of Anaheim

## WORK PLAN

### SCOPE OF WORK

CivilSource views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

#### *Project Start-Up, Coordination & Orientation Phase*

This phase is essential to establishing communications, setting protocols, and building the procedural framework for the project. In particular, we establish communications between the project team, including the construction management team, City staff, the engineering design team, the contractor, utility companies, and other essential parties at interest, to the resolution of construction issues.

Our Pre-Construction services can include:

- Perform a constructability review of the project including review of engineers estimate and recommend changes to save cost and increase efficiency. Review project plans and specifications to become fully familiar with the project requirements and notify the City of any design ambiguities. As part of this service and to reduce any future change orders, CivilSource will walk the project with the project designer so that any final revisions to the contract documents can be made prior to bidding.
- In addition to our constructability review, we recommend that the contractor perform an independent constructability review prior to the start of construction. This review will identify many RFIs that would be submitted during the course of construction. By doing this at the outset, each issue can be addressed without the time pressures that only increase later as the project progresses.
- Review funding with the City to affirm the special requirements affecting the work, and identifying accounting and reporting requirements that will be followed.
- Develop a project specific management plan, that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the project. Ensure buy-in from all project members prior to the start of construction.
- Establish and ensure implementation of a coordination plan to coordinate work (e.g. utility facility relocations) and work impact (e.g. traffic and access) with all affected agencies including utilities, police and fire departments, home owner associations and special districts.
- We will prepare a master project schedule and will follow up with contractor on a regular basis to make sure completion is within the scheduled time.
- Perform all related bid advertising tasks necessary for the project including package bid document for advertising, coordinate with architect/engineer, answer questions during bid, review and evaluate bids.
- Work with the Contractor and City staff as required to process any required permits.
- Ensure that each member of our project team will have access to a mobile office which includes a laptop, internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via mobile phone for easy access and continuous communication.

### *Construction Phase*

CivilSource will focus on the daily tasks that are required to ensure the contractor is executing the work according to the accepted CPM baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical and expedient managerial procedures will be a key factor for staying on schedule and within budget. Our Construction Phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. CivilSource will provide opportunities to have the contractor's questions answered and will collect all of the required submittal items at that time. Meeting agendas and minutes will be prepared and distributed to all attendees.
- Coordinate weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, OSHA visits and citations, etc. Coordination shall also include preparation of agendas and meeting minutes. Meeting minutes will be distributed to the contractor and City staff for comments within three days and the final and approved minutes within two working days of receipt of comments.
- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Provide project coordination for project control during the construction period. By monitoring the contractor's work progress, personnel, equipment and materials to ensure that adequate resources are available to meet the project schedule and that the contractor's work is in compliance with the contract documents. Coordination will include ensuring that City activities (such as bus routes, street sweeping and trash pick-up) and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.
- Require the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates shall incorporate modifications and changes from all sources such as submittals, RFIs, field orders, etc.
- Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, Engineer, other agencies). Response to RFIs shall take no longer than 7 calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Ensure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. CivilSource will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule. We will monitor, process, and forward for approval all submittals and ensure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).
- Review, and recommend for approval, the contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.

- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.
- Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow-up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.
- Receive, evaluate for reasonableness and cost effectiveness, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs, differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- Maintain a safe working environment. All CivilSource personnel will wear hard hats, safety vests and rubber-soled shoes at all times while on-site.
- Create and maintain a daily account of all construction activities. Request, review, analyze, and use for reporting, the daily construction reports as generated by the contractor(s). This will be a vital source of information for identifying and reviewing potential delays, weather impacts, labor shortages, untimely deliveries of long lead items, and other factors that can lead to schedule and cost impacts. Adverse findings will be included in weekly status meetings.
- Review, and forward for approval, the contractor Payment Applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted SOV and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.
- Enforce Labor Compliance requirements, including completion of federal Labor Compliance Pre-job checklist. CivilSource will ensure all certified payroll reports are submitted each month with the payment applications. We will use our in-house experts to review these reports, verify payroll amounts against wage reports, and then submit to City for filing. CivilSource will work with the contractor to correct any and all labor compliance violations.
- Ensure compliance with funding requirements set forth in pre-construction phase and assist City as necessary with reimbursement procedures.

### **Inspection**

Detailed and accurate inspection of the contractor's work is required for successful project competition. Our Resident Inspector will discuss any appropriate revisions to the contractor's methods and coordinate with the City's project manager and inspector at all times that work is progressing. Our Inspection services can include:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements; present any concerns during pre-construction meeting.  
 Attend subsequent progress meetings to maintain communication regarding issues or problems. For all projects, maintain correspondence file and copy all contractor communications to City.
- Perform daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials to ensure all conform to the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
- Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on site, and major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be immediately delivered to the contractor for any and all deviations.
- Perform weekly progress photos and a video survey at project initiation. CivilSource will perform and require the contractor to perform, and will review for completeness and quality, the essential photographic logging as required in this project. Documentation will be used for monthly reporting to City, updates for informational websites, and documentation for any potential claims by contractor. Photos and a video survey will also ensure that the site is returned to its original condition at the end of the construction period.
- We will monitor the establishment, maintenance and any requirement modification of the approved SWPPP. Should the provisions for developing the SWPPP in the specifications be inadequate to support development of a comprehensive and timely submitted storm water and erosion control plan necessary to comply with current NPDES requirements, the CivilSource team can work closely with the design consultants to incorporate the required language into the project specifications suitable to meet these goals.
- Monitor utility coordination as set forth in pre-construction meeting reporting conflicts to City and recommending course of action.
- Ensure compliance to coordination plan set forth in project start-up to mitigate construction impacts to business and residents, altering and revising coordination plan as project demands require. As part of the coordination plan, monitor site safety, public safety and convenience, reporting problems to City.
- Ensure implementation of a traffic control plan that is in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements, the City's requirements, and the contract documents.
- Ensure compliance with funding requirements set forth in pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to City. Ensure labor and hours reported by contracts match the daily dairy. Provide complete measurements and calculations to administer progress payments, ensure contractors submit certified payroll reports, and make recommendation for payments.
- Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract as well as times of dispute and notification, and action taken.



- Compile detailed punch-lists with City, Consultants, and contractor. CivilSource will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with contractor for item completion. All punch-lists generated will include schedules for completion.
- Upon project completion, conduct final inspection, close-out permits including encroachment and construction/excavation, and prepare and submit as-built plans to City.

**Federal Funding Administration**

CivilSource will assure all work, materials and records comply with federal contract administration practices and the Caltrans Local Assistance Procedures Manual, and that all appropriate documentation is prepared and retained, including:

- Construction documents maintained and organized per the Project Record Filing System for Locally Administered Federal-aid Projects.
- Daily Report, including description of work, quantities placed, work completed, hours, subcontractors; detailed quantity measurement for each bid item, clearly measurement details, calculations and location; on-site interviews; poster displays; notice of materials; construction claim reports; utilization of DBE subcontractors and suppliers; certificates of compliance; material testing and all other required Federal documentation.
- Enforcement of Quality Assurance Program (QAP) requirements, including coordination of required acceptance and independent assurance sampling and testing.
- Preparation of Award Report, Final Report of Expenditures and Invoices for Reimbursement.
- Monitoring, tracking and verification of proper payment of prevailing wages and labor compliance issues.
  - Timely implementation and continuous posting of all requisite wage, equal opportunity, non-discrimination, DBE and other notifications required by law.
  - Establishing proper federal or state wage rates for each classification anticipated on the project, prior to mobilization.
  - Detailed documentation of Contractor/Subcontractor employees, classifications and hours on inspector daily reports.
  - Employee interviews.
  - Comparison of certified payrolls with employee interviews and inspector daily reports
  - Resolution of apparent discrepancies through appropriate documentation revisions, restitution payments and supplemental certified payroll reports.
- Coordination, inspection notification and monitoring of Caltrans Encroachment permit requirements. Documentation of Caltrans approval /permit close-out.
- Material submittal and delivery synchronization, tracking and documentation.
- Verification and documentation of DBE utilization.
- Subcontractor Prompt payment monitoring.
- Buy America products proper documentation and paper trail – submittals through material delivery tickets.
- Documents control for efficient confirmation of funding requirement compliance at project oversight reviews and/or audits.

### **Post-Construction Phase**

CivilSource is committed to executing an expedient close-out schedule. We have had considerable success in outlining the requirements during the initial start of construction and monitoring progress on a monthly basis with milestones.

Our philosophy on such projects is "Close-Out starts during pre-construction." Our efforts will begin at the outset to outline and anticipate all project close-out deliverables. Financial close-out is a critical activity and it is best to have the contractor negotiate final contract amounts once their subcontractors' scope of work is complete.

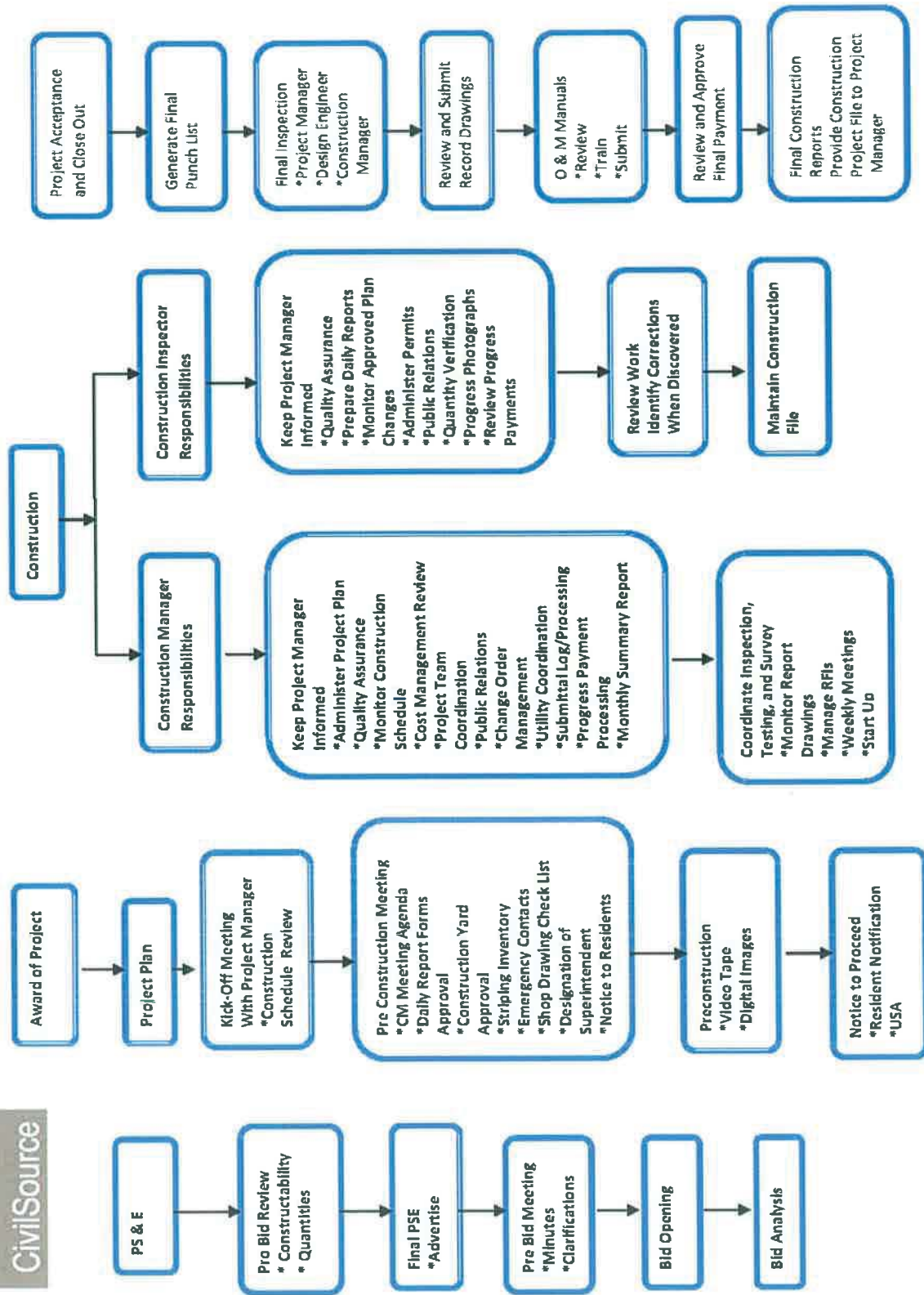


Our Post-Construction Phase services can include:

- Document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- Compile detailed punch-lists with City, Consultants, and contractor. CivilSource will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, the Project Manager will conduct a punch-list walk-through with the Consultants to generate a second punch-list, if required. After completion of the consultant's punch list items, the Project Manager will conduct the official punch-list walk-through with City staff and the Engineer (and all subs if necessary) to generate the official and final punch list. All punch-lists generated will include schedules for completion.
- In the event contractor claims arise, act on behalf of the City to review, evaluate, negotiate and recommend rejection/approval of such claims by our in house expertise. All potential claims will be identified, logged, monitored and reported immediately to the City. We will prepare written explanations of each claim with full background of issues, proposed resolution alternatives, and resolution recommendations for action.
- Monitor the collection and completeness of the close-out packages for all components, and then forward them to the City.
- Investigate any claims for damages by private parties and respond in writing within two calendar days of receipt of claim. Responses will be coordinated with the City's Project Manager and Risk Manager.
- Advise the City when it is appropriate to file the Notice to Completion based on all expired time and other conditions required.
- Review the contractor's Final Application for Payment for completeness and forward to City for approval.
- Maintain all relevant records for a minimum 3 years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.
- Comply with Davis-Bacon Fair Labor Standards Act, the California Labor Code, and the Copeland Anti-Kickback Act.

We have included this **Scope of Work Diagram** to show our overall design and construction management process and deliverables.

### Work Flow Diagram



## APPROACH

CivilSource's approach to construction support services is centered on our established policy of consistent and effective employee oversight. Though Ms. Amy Amirani, Principal of CivilSource and Project Director, will be ultimately responsible for overall management of our resources, she depends on a carefully structured hierarchy to ensure quality control in construction management and inspection. Both Ms. Amirani and Peter Salgado, Project Manager, will monitor projects continuously to verify that all personnel are performing within the guidelines of our established procedures, which are patterned after the Caltrans Construction Manual. CivilSource takes this a step further with implementing a pro-active public relations program and a concerted effort to identify previously unforeseen potential claims.

## Critical Issues

Based on our experience with capital improvement projects, we have identified the following critical issues and provided herein is our suggested approach.

- **Traffic Control. Ensuring the preparation and implementation of traffic control in compliance with local and state applicable standards and procedures.** If not addressed properly, traffic control can become an issue during construction. Traffic control should be set to create a safe working ground for the contractor as well as vehicular and pedestrian traffic. With broad knowledge and experience in preparing traffic control plans for several projects (including within Caltrans ROW), the CivilSource team can ensure that all traffic control devices are set based on the approved traffic control plan as well as the CA MUTCD - 2010 Edition requirements and the Work Area Traffic Control Handbook (WATCH Manual). We will ensure that the Contractor submits a Traffic Control Plan and our team can also provide assistance and support in reviewing the plans. In addition, we will continue to work closely with the Contractor to notify all businesses and residents of ongoing operations.
- **Caltrans Right-of-Way.** If required, CivilSource can assist the City with obtaining encroachment permits for work occurring within Caltrans right-of-way. Our experience includes obtaining encroachment permits on an expedited basis for work occurring within the Caltrans right-of-way.
- **Sensitivity to construction impacts to nearby residential neighborhoods, surrounding schools, and businesses.** The CivilSource team is highly experienced in working with the public, City staff, and stakeholders. Our team members possess the communication skills required to respond effectively to public comments. We will take a proactive approach in working with the public to keep them constantly informed of planned construction activities, and we will maintain consistent communication to ensure their concerns are noted and are immediately addressed.
- **Protocol and Communication.** Timely and concise communication is essential to the successful completion of any construction project. Protocol will be established at the onset of the project and maintained for the project duration. Typically, all project documentation will be scanned and digitized for expeditious distribution via email. All correspondence is logged, tracked, and linked to its respective issues for quick retrieval.
- **Utility Coordination.** We will address the potential for conflicts with existing utilities. If required, CivilSource Inspectors can coordinate potholing for major utility conflicts. Locating utility facilities prior to the start of construction will allow for early coordination with utility agencies for relocation of their facilities. Initial information gathering will result in ease of construction and avoidance of impacting the schedule or budget with unnecessary change orders or stand-by time.

- **Disposal Site and Construction Traffic.** Staging areas, disposal sites, construction access, available space for trenchless methods and other construction related constraints will be analyzed prior to start of construction. Construction traffic can also be a significant issue within residential areas. We will work closely with the Contractor to recommend staging and a detailed construction route to minimize congestion and noise in the community.
- **Construction Site Management.** The CivilSource team is well versed at verifying best management practices (BMP). We will ensure that the Contractor complies with all environmental regulations and the site is maintained in an acceptable manner. BMP monitoring will include visual inspection to ensure that BMPs are implemented and maintained according to an approved SWPPP or other environmental regulations. Typical BMPs to prevent storm water pollution include: consistent removal of debris and trash; placement of gravel bags, straw wattles, silk fences, filter fabric over catch basins, plastic tarp over stock piles; concrete wash down areas secured with gravel bags, etc. At the onset of construction, CivilSource will perform inspection of BMPs on a regular basis as well as before any foreseen storm event to allow for sufficient time for corrections or improvements. As a tracking or follow-up procedure, daily reports will note the date of BMP inspection, weather information, observations, descriptions of inadequate BMPs, and the corrective actions that were taken.
- **Existing Improvements.** CivilSource will ensure that all existing improvements (sidewalks, ADA ramps, catch basins, landscape, irrigation, block walls, etc.) are protected in place.
- **Federal Funds.** For federally funded projects the City must comply with federal reporting requirements. Our team is experienced in complying with state and federal grant reporting and filing requirements, such as Community Development Block Grant, Section 3, Caltrans, EPA, State Water Resources Control Board, Energy Grants, etc. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, that DBE goals are met, and/or good faith efforts documented. Our efforts can include:
  - ✓ Provide all services in compliance with Caltrans Local Programs Manual and the City's QAP;
  - ✓ Completion and submittal of Award Packages, DBE and EEO reports, and Final Reports;
  - ✓ Maintaining quantity calculations to support payments to Contractor;
  - ✓ Using a uniform filing system consisting of change order documentation, material testing reports, Buy America Requirement Reports, DBE reports, daily inspection reports, progress payments, CPM schedules, meeting minutes, SWPPP documents; and labor compliance documents;
  - ✓ Ensuring completion of as-builts;
  - ✓ CivilSource will also be available to assist the City during any project audits conducted by state and/or federal agency personnel.
- **Wage Compliance Monitoring.** CivilSource stays up-to-date with changes in construction-related job classifications and associated wage rates. We offer clients expertise in working with contractors to resolve wage issues through problem solving consultations, show-cause meetings, or if necessary, the labor relations hearing process. Our ultimate goal is to resolve wage issues at the lowest level possible before it evolves into a significant project dispute; thereby protecting the City from any liability of wage restitution. We will assist the City in meeting labor compliance requirements including, but not limited to, ensuring compliance with prevailing wage requirements, auditing certified payroll records and related documentation, and ensuring that all required documentation has been received and work completed. We will also be required to identify potential labor compliance claim issues before they arise and investigate complaints of underpayment. CivilSource will also conduct on-site investigative activities to resolve worker complaints and other identified prevailing wage violations.

- Schedule & Claims Analysis.** CivilSource can provide claims analysis including but not limited to the analysis of project schedules to detect and identify project float, critical path delays, concurrent and non-concurrent delays, compensable and non-compensable delays, forensic as-built schedule analysis and reconstruction, etc. We can also offer the City assistance in the preparation of specification provisions to minimize, mitigate and prevent to the extent practical any project related claims, and analyze claims upon receipt to determine the extent of the City's culpability and thus, liability.

### *Communication*

In order to maintain the highest quality work by our public works inspection staff, the Project Manager will monitor the progress of all inspectors through routine communications. Our Project Manager enforces the need to maintain an orderly and complete project file in conformance with the Caltrans Construction Manual, the basis for our standard filing procedures. The manual is also the basis for general communication and correspondence procedures. These procedures are applied to communication and correspondence with the entire project team. These expectations are well-known by our staff and routine contact provides verification of conformance.



*Ball/Bloomfield Storm Drain  
 City of Los Alamitos*

Although our staff will work directly with the City project manager assigned to the project, all inspectors are required to communicate with our Project Manager any extraordinary circumstances, such as potential claims and issues affecting schedule or budget. This will help ensure that such problems are dealt with expeditiously before a delay or cost impact occurs on the project. In some cases, the Project Manager will consult with our in-house civil engineers to gain a more in-depth perspective on the situation and develop soundly engineered solutions to these special problems.

### *Coordination with Subconsultants*

The subconsultants chosen to assist with this project have worked with West Yost on a large variety of projects. Through this experience, we have established clear lines of communication. Regular updates and inclusion of subconsultant responsibilities in the Action Item Log is expected. In addition, our subconsultants are brought into workshops when necessary to ensure they have a full understanding of the City's needs.

### *Software Capability*

The CivilSource team is "tech savvy" and will be equipped with the software capabilities required for these services. The CivilSource team uses E2020 Project Management Info System and Virtual Project Manager for efficient web based construction management systems. We also have access to the Microsoft Office Suite, Microsoft Project, Primavera, Prolog, Procore, and Adobe Acrobat. In addition, CivilSource uses electronic document control software that allows remote access of all project files to CivilSource Staff and our clients, if requested. This allows for quick retrieval and transfer of documents including daily inspection reports, submittals, photos, etc. We are committed to meeting the City's needs and have the ability to procure and use any software the City requires.

### *Schedule Control*

Our construction inspection team gives considerable attention to monitoring schedules. We will coordinate, review, and make recommendations for changes to the Critical Path Method schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be modified and updated schedules formulated. We will review the Contractor's schedule on a weekly basis. In addition, we will maintain an as-built/working schedule to reflect as-built conditions to date. The as-built/working schedule in turn serves as a powerful tool in analyzing time extension/delay claims.

### **Cost Control & Reporting**

Cost Control is a key element of the project construction phase and must be thoroughly integrated with other control methods (scope change control, schedule control, and quality control) to ensure that the City receives proper value for all funds earmarked for the project. Key elements of our cost control program include: establishment and maintenance of a project budget, value engineering and constructability reviews of project plans, sufficient vetting of owner requested or contractor generated changes, thorough review and evaluation of change order cost proposals, close monitoring of force account work, and regular maintenance of a Change Order Log. CivilSource can provide a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, potential out-of-scope items, and a summary of issues and concerns pending resolution.

### **Quality Assurance/Quality Control (QA/QC)**

QA/QC is a top priority for CivilSource. To ensure contract compliance and avoid surprises, we will implement a comprehensive QA/QC program that will be monitored by Project Director, Amy Amirani. Our process involves the following steps:

1. We will perform a thorough review of the contract document provisions, including submittal requirements. In addition, we will be thoroughly familiar with the City's administrative policies. This responsibility will include: a) checking plans and specifications against requirements with which problems have occurred on similar jobs; b) comparing elevations, grades, details, etc. shown on plans as existing, with those at the actual site; c) reporting all errors, omissions, deficiencies, etc. to the City; d) keeping a marked-up set of plans and specifications convenient for ready reference; and e) anticipating the contractor's operations by reviewing the plans and specifications for each operation before it begins.
2. Before start of construction, we will discuss with the Contractor the definable features of work to ensure that documentation is complete, materials are on hand, and those who are to perform the work understand the scope of work.
3. At the onset of work, we will perform an initial inspection to determine whether or not the Contractor thoroughly understands and is capable of accomplishing the work as specified. Safety is also checked for proper implementation. The Construction Inspector will perform follow-up inspections on a daily basis for the purpose of assuring that the controls established during the initial inspection continue to provide work which conforms to the contract requirements, City ordinances and Standard Specifications for Public Works. Unsatisfactory workmanship, materials, and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the Contractor and corrective and preventive action will be taken to ensure compliance with the contract documents.
4. We will conduct a monthly review of the as-built drawings and ensure that all items are considered in the changes of the Record Drawings including size, type, and location of existing and new utility lines; layout and schematic drawings of electrical circuits and piping; verification of alignment and cross sections; changes in location of equipment; etc.
5. Finally, we will review and approve the as-built drawings to complete the project turn-over and begin the warranty period.



**Golden Lantern Roadway Widening**

City of Laguna Niguel

### **Best Management Practices**

The CivilSource team is well versed in NPDES requirements and is experienced in implementing best management practices. We will monitor the establishment, maintenance and any requirement modification of the approved SWPPP/WQMP. Should the project specifications for developing the SWPPP be inadequate to support the project and meet current NPDES requirements, the CivilSource team can work closely with the design consultants to incorporate the required language into the project specifications to meet these goals. **In addition, our team includes Qualified SWPPP Developers and/or Practitioners (QSP/QSD) certified personnel.**

### **Mobility**

Each member of our project team will have access to a mobile office which includes a laptop, internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone for easy access and continuous communication.

### **Customer Service**

Customer service and public relations are as important to us as project schedule and budget. With demonstrated ability to address public concerns, we are experts in public outreach and community involvement, and are genuinely committed to public participation as a way of planning and completing projects. We routinely perform these services as part of our delivery of public works projects and regard them as a vital component to project success.

Of critical importance to any project's successful completion is an effective and informative public outreach program that informs all affected residents, property owners, and motorists about construction impacts and possible traffic delays. Residents or interested parties have the option to reach us through a 24-hour/day toll-free hotline. When calling our hotline, they will be connected to Amy Amirani, who also serves as our Director of Public Outreach Operations. We can also create a recorded message about project updates, as well as give callers the option to leave a message. Messages will be responded to within 24 hours. We can also post project information and updates on the CivilSource website, which provides links to updates on all of our current projects. Updates and photos are posted on a weekly basis.

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have always proved as a helpful resource in resolving issues in the field.

### **Coordination with all in-house and outside agencies**

CivilSource will coordinate the projects with other agencies having jurisdictional authority or interest on all levels. We ensure work is in accordance with all codes, regulations, and standards including but not limited to other City agencies, County of Orange, state agencies (Caltrans, State Water Board, Coastal Commission), and any federal agency involved. If any projects cross other city boundaries, we will meet with the affected and involved parties and coordinate as required.



## EXCEPTIONS/DEVIATIONS

CivilSource, Inc. does not take any exceptions or request any deviations from the requirements of the RFP.

## FEE PROPOSAL

<u>DESIGN / CONSTRUCTION MANAGEMENT</u>	<u>HOURLY RATE</u>
Principal/Project Director	\$160
Principal/Project Manager	\$145
Principal Engineer	\$120
Senior Project Manager/Senior Construction Manager	\$120
Construction Manager/Resident Engineer	\$110
Certified Construction Manager	\$110
Project Engineer	\$100
Scheduling/Cost Engineer	\$90
Senior Planner/Permit Specialist	\$80
CADD Operator/Drafter	\$80
D5 Certified Engineer/Quality Control	\$105
Quality Control Observer	\$79-98
LEED Certified Observer	\$105
Labor Compliance/Federal Funding Specialist	\$75
Contract Administration	\$65
<u>PUBLIC WORKS SERVICES GROUPS</u>	<u>HOURLY RATE</u>
Technical Support	\$65
Administration	\$65
<u>REIMBURSABLE EXPENSES</u>	<u>COST</u>
Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	\$.565 per mile
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

For projects subject to prevailing wages, CivilSource & its subcontractors will conform to applicable wage rates.

# STATUS OF PAST AND PRESENT CONTRACTS FORM

**CITY OF BREA**  
**Construction Management & Inspection Services RFP, March 2014**

## 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: <i>(none)</i>	
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 *Amy Amirani*  
Name: AMY AMIRANI  
Title: President

Date 3-21-14

## RESUMES

# Amy Amirani, P.E.

## Project Director

### PROFILE

Education	B.S., Civil Engineering
Registration	Civil Engineer, California # 34283
Years of Experience	34

### EXPERIENCE

Ms. Amirani has over 30 years of civil engineering experience in both the private and public sectors. As a former Public Works Director for the cities of Hermosa Beach and San Juan Capistrano, her expertise in public works projects includes general infrastructure, water, wastewater, and storm drain systems. She founded CivilSource in 2005 to specialize in program and construction management services for municipalities in southern California. Her experience, combined with in-depth knowledge of municipal regulations and procedures, has resulted in the successful completion of many capital improvement projects for clients throughout the region.

A former president of the American Public Works Association, Ms. Amirani continues to strive for the promotion of public works, as well as providing mentorship to up-and-coming public works professionals. She volunteered her time with the League of California Cities as a member of their Environmental Quality Policy Committee in 2004 and 2005 and she was awarded the Capistrano Bay Women of Distinction Award in 2005.

Her experience includes overseeing engineering teams of several public works projects, including the **La Bonita Park Water Facility for the City of La Habra** (Design-Build of design and construction of a new well, booster pump station, water reservoir, and support infrastructure). Other projects include:

### STREET IMPROVEMENTS

- **Paul Revere Park, City of Anaheim** – Preliminary Grading and Drainage Plans including pad elevations, site hardscape, contours, drainage inlets paving sections, fencing, and earthwork quantities
- **Broadway Improvements, City of Costa Mesa** – \$1.5M SRTS improvement project to narrow roadways with the installation of medians and chokers. Services also included preparation of PES and E76 documents.
- **Culver Drive and Walnut Avenue Widening and Improvements, City of Irvine** – \$2.5M roadway widening and improvements project.
- **University Drive Improvements, City of Irvine** – \$1.7M roadway improvements project which required coordination of work with the Irvine Companies, Caltrans and multiple utility agencies; an arboricultural evaluation; and construction engineering support.
- **East 19<sup>th</sup> Street Design Improvements, City of Costa Mesa** – SRTS traffic calming project. Project consisted of chokers and median improvements and design of three (3) monument signs
- **Stage Road Rehabilitation, City of Buena Park** – 2 mile primary arterial highway rehabilitation project.
- **North Laguna Alley Rehabilitation, City of Laguna Beach** – Rehabilitation of 13 alleys in North Laguna Beach.
- **Yorba Linda Boulevard Rehabilitation, City of Yorba Linda** – 2 mile primary arterial highway rehabilitation project.
- **Sawtelle Boulevard Rehabilitation, City of Culver City** – \$1M street rehabilitation project.

Amy Amirani, Page 2

### STORM DRAIN IMPROVEMENTS

- **Storm Drain Improvements on Corak Street, City of Baldwin Park** – Installation of 2,500 feet of new storm drain pipes on Ramona Boulevard between Earl Avenue and Francisquito Avenue, and along a drainage easement between Corak Street and Francisquito Avenue. The storm drains consist of reinforced concrete pipe ranging in size from 24-inches to 42-inches in diameter.
- **Hamilton Street and Plumer Street Roadway and Storm Drain Improvements, City of Costa Mesa** – 3000 LF of street and storm drain improvements.
- **Industrial Way Water Quality and Storm Drain Improvements, City of Costa Mesa** – Installation of an underground detention/infiltration facility and construction of a storm drain facility consisting of 1,000 lineal ft. of 10ft. by 3 ft. RCB.
- **Ball Road and Bloomfield Street and Storm Drain Improvements, City of Los Alamitos** – Storm drain and roadway improvements.
- **Paularino, Santa Ana, Shalimar and Orange Roadway and Storm Drain Improvements, City of Costa Mesa** – 10,000 LF of street and storm drain improvements.
- **8th Street & Pier Avenue Street and Storm Drain Improvements, City of Hermosa Beach** – two miles of roadway rehabilitation in densely populated residential areas; curb, gutter, and sidewalk replacement; curb access ramp construction; installation of new striping and markings; asphalt concrete pavement overlay; storm drain improvements; and utility adjustments.

### WATER AND WASTEWATER IMPROVEMENTS

- **La Bonita Park Water Facilities, City of La Habra** – Design-build of a water facility that also included the demolition and reconstruction of a roller hockey rink, restroom/storage facility and parking areas. **2013 DBIA Design-Build Distinction Award**
- **Leahy Avenue Well Drilling and Equipping, Bellflower Somerset Mutual Water Company** – Engineering and hydrogeological services for the preliminary design, final design, construction support and inspection for the abandonment of an existing well, and drilling and equipping of a new high capacity groundwater well,
- **Colinas Bridge Waterline Relocation, Moulton Niguel Water District** – Waterline relocations at the Paseo de Colinas Bridge in the City of Laguna Niguel
- **Shaw's Cove Lift Station Rehabilitation, City of Laguna Beach** – \$1.5M rehabilitation of an existing sewer lift station.
- **Western Avenue Sewer Improvements, City of Stanton** – The project included the replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe.
- **Citywide Sewer Improvements, City of Villa Park** – The project entailed design services to update the City's Sewer Master Plan, implement the recommended improvements, and provide construction management and inspection services during construction.
- **Antonio Parkway Forcemain Alignment, Santa Margarita Water District** – Feasibility analysis for the realignment of a 24" ductile iron forcemain. The alignment studied consisted of adding several thousand feet of length to the forcemain that would be routed across a bridge, along an existing park (baseball fields, skate park and dog park), to a point of connection to an existing 24" forcemain.
- **Portola Hills Lift Station Abandonment, Irvine Ranch Water District** – This project consisted of abandoning the PHSLS, which is located near the intersection of Glenn Ranch Road and Saddleback Ranch Road. As part of the abandonment of the PHSLS, this project included installing approximately 4,000 linear feet of new 12-inch diameter gravity sewer, and increasing capacity of 1,300 linear feet of existing 8-inch sewer.

## Peter Salgado, P.E. Project Manager

### PROFILE

Education	B.S., Civil Engineering
Registration	Civil Engineer, CA #63159
Years of Experience	17

### EXPERIENCE

**Tustin La Palma Intersection Widening, City of Anaheim** – Constructability Review. This project will widen a 1300 foot portion of Tustin Avenue as well as widen the SR 91 on and off ramp at Tustin Avenue. This project also includes street resurfacing a new raised center median, reconstruction of sidewalks and drive approaches, new curb ramps, traffic signal improvements, storm drain and waterline improvements, parkway and median landscaping and irrigation.

**Golden Lantern Roadway Widening, City of Laguna Niguel** – Project Manager for this 1.7-mile, \$5.5 million roadway improvements and widening project which required extensive utility coordination for the relocation and adjustment of several facilities, as well as coordination with surrounding schools to alleviate potential traffic impacts.

**2nd and 4th Streets Pedestrian and Streetscape Improvements, City of Santa Monica** – Project Manager for this \$7 million transit mall improvements project in one of Santa Monica's most frequented commercial areas. Specific issues included compliance with Caltrans requirements and strict scheduling procedures. Project was completed successfully with minimum impact to the surround businesses.

**2008-2009 Annual Street Improvements, City of Santa Monica** – Project Manager for this \$4 million project to improve streets, sidewalks and parking lots citywide. Specific issues included multiple agency and utility coordination. Scope of work included over 50,000 sf of sidewalks; 20 ADA ramps; 10,000 sf of driveways; 12,000 lf of curb and 18,000 lf of gutter plate.

**8th Street and Pier Avenue Improvements, City of Hermosa Beach** – Project Manager for these two ARRA-funded projects to improve vehicular travel and general aesthetics.

**Yorba Linda Boulevard Street Rehabilitation, City of Yorba Linda** – Project Manager for this \$2.5million rehabilitation project. Work included contractor mobilization, traffic control, cold milling, and asphalt concrete overlay, slurry seal, adjusting manholes, survey monument covers and valve covers to grade, pavement striping, and markings for several residential streets, and construction of several ADA Access Ramps.

**As-needed Construction Management & Inspection Services, City of Huntington Beach** – Project Manager for multiple construction projects in Huntington Beach including Street Reconstruction/ Overlay/ Resurfacing, Parkway Improvements, Traffic Signal Modifications and Installations, Pump Station Rehabilitation, Sewer Line Rehabilitation, Cathodic Protection Systems, Reservoir Construction, and Water Main Replacement.

Peter Salgado, Page 2

**On-Call Public Works Inspection Services, City of Downey** – Project Manager overseeing inspectors providing on-call inspection services to supplement and assist city staff in implementing various capital improvement projects and public works permit inspections. Projects include:

- Downey Boulevard Improvements
- Lakewood Boulevard Improvements
- Paramount Boulevard Improvements

**Ball Road and Bloomfield Street Storm Drain and Intersection Improvements, City of Los Alamitos** – Project Manager for this \$1 million project to install 1400 lf of storm drain pipe and rehabilitate adjacent roadway.

**Trabuco Road Street Resurfacing, City of Lake Forest** – Construction Manager for this 1.5-mile, \$573,000, federally-funded ARRA project. Scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

**El Toro Park Renovations, City of Lake Forest** – Construction Manager for this \$600,000 park renovation with improvements including upgrade of existing tot lot, new exercise lot, erosion and sediment control plan, grading, decorative hardscape, block wall construction, drainage, and landscape and irrigation.

**Etnies Skate Park Expansion, City of Lake Forest** – Construction Manager for this \$737,000 skate park expansion with improvements including site grading; installation of a storm water drainage system consisting of drain lines, inlets, trenching, bedding, backfill and outfall connection for entire skate park; concrete improvements for curb, gutter, sidewalk, and skate park equipment; metal fabrication; installation of fencing, gates and signage; and installation of striping and painting.

**Trabuco Streetscape, City of Lake Forest** – Project Manager for one mile streetscape project The improvements include pavement rehabilitation, traffic signal improvements, parkway landscape improvements, raised landscape medians, storm drain modifications, street widening, and a sidewalk and bike lane.

**SR-91 On-ramp Improvements, City of Buena Park** – Project Manager overseeing inspection for the SR-91 freeway eastbound on-ramp widening project located northbound on Beach Boulevard. Work included rough and fine grading; construction of a retaining wall; miscellaneous drainage improvements; miscellaneous concrete improvements; construction of new AC pavement; striping, signage and pavement markings; and, new landscaping and irrigation.

**On-Call Construction Management/Construction Inspection Services, City of Lake Forest** – Project/Construction Manager for several projects as a part of a 3 year contract and 1 year extension for 19 capital improvement projects with an estimated budget of \$14 million. Projects, many which occurred simultaneously include:

- Park Playground Equipment Replacement
- Traffic Signal Preemption
- El Toro Park Renovations
- Trabuco Road Street Resurfacing
- Slurry Seal of Various Streets
- Asphalt Overlay of Residential Streets
- ADA Wheelchair Access Ramp Imps.
- Etnies Skate Park Expansion
- Rue De Fortuna Traffic Signal Installation
- Heroes Park Snack Bar and Restroom
- El Toro and Jeronimo Streetscape Improvements
- Front Street & Orange Street Improvements
- Crack Seal and Slurry Seal of 2 Residential Neighborhoods
- Rockfield Streetscape Improvements
- ADA Access Ramp Improvements, Phase IV
- Whisler Drive Improvement

# Jim Trammell, P.E.

## Building Construction Manager

### PROFILE

Education	B.S., Civil Engineering
Registration	Civil Engineer, CA #46930
Years of Experience	28

### EXPERIENCE

**Marina Park, City of Newport Beach** – Design and bid-phase management and value engineering/cost estimating and scheduling services for this 5 acre active park with playground, fitness circuit, picnic area and marina expansion.

**Rancho Santa Margarita Intergenerational Center, City of Rancho Santa Margarita** – Program Manager at-risk overseeing the design and construction of this passive park in the City of Rancho Santa Margarita which also included an Orange County Sheriff’s sub-station in the adjacent Civic Center.

**Children’s Zoo at Prentice Park, City of Santa Ana** – Program Manager at-risk overseeing the design and construction of this zoo expansion in the City of Santa Ana. The project also included a learning center, trails, picnic area and playground.

**City of Santa Ana Parks and Recreation Program** – Program Manager at-risk overseeing the design and construction of various parks and park-related projects (approximately 15) through-out the City of Santa Ana including baseball field renovations, playground renovations and community center renovations. A total cost of all projects was approximately \$6M.

**Inglewood Senior Center, City of Inglewood** – Owner’s Representative/Construction Manager for the design-build of a 40,000 s.f. two-story senior center with underground parking in the City of Inglewood. The proposed facility will include a main lobby area, multi-purpose rooms, recreational rooms, kitchen and dining facilities, site landscaping and irrigation, garden (floor and roof level), site improvements and more.

**Civic Plaza, City of Watsonville** – Project Executive/Manager for the planning, design and preconstruction phases. Project included the construction of 150,000 sf of new facility and improvements including City Hall, Library, County Courts Facility and Parking Structure. Construction costs totaled \$45M.

**Rancho Santa Margarita City Hall and Community Center, City of Rancho Santa Margarita** – Project Executive/Construction Management for this \$16 million, 50,000 sf civic facility including 5 acres of site/park improvements consisting of a 25,000 sf City Hall and a 25,000 sf Community Center joined by an open atrium. The City Hall includes City offices, City’s Emergency Operations Center and facilities for police services contracted through Orange County Sheriff. As Program Manager, managed the design and construction phases of the projects and obtained all necessary approvals and permits. Attended all City Council meetings for project approvals and bid package approvals. Conducted weekly project meetings and responsible to oversee and manage all on-site activities including inspections, scheduling and project turn-over. Project was completed from start of design to move-in (“turn-key”) in only 24 months including phone equipment, computers and all F. F. & E. Project was delivered utilizing a construction manager at-risk approach with multiple prime bid packages. Project received 2004 American Public Works Association Building of the Year.

*Jim Trammell, Page 2*

**City Hall and Library, City of Hesperia** – Project Executive/Manager for the planning, design and preconstruction phases. Project included the construction of 75,000 sf of new facility and improvements. Construction costs totaled \$35M. Hesperia, Ca.

**Mariners Library, City of Newport Beach** – Project Executive/Construction Management and served as Owner's Representative on behalf of the City for this 15,000 sf, \$5M library project. California Library Grant monies were secured and project integrates library services for an adjacent Mariners Elementary School and it is located in a very active community park.

**City Hall and Library, City of Hesperia** – Project Executive/Manager for the planning, design and preconstruction phases. Project included the construction of 75,000 sf of new facility and improvements. Construction costs totaled \$35M. Hesperia, Ca.

**Fine Arts Complex, University of California Irvine** – Construction Manager, 30,000 sf classroom and dance hall facility, \$6M.

**Residence Hall and Dining Facility, University of California Irvine** – Construction Manager, 240 units, 250,000 sf, \$25M.

**Graduate Student Apartments, University of California Irvine** – Construction Manager, 200 units, 200,000 sf, \$21M, Irvine, CA.

**St. Nicholas Parish Center, Laguna Woods** – Construction Management for this \$4.5M, 20,000 Parish Center including asbestos abatement and demolition of existing building prior to construction.

**Suite and Tender restaurant, San Diego** – Construction Management for this \$6M, 9,000 sf restaurant located at the Se Hotel.

**Se Spa, San Diego** – Construction Management for this \$4M, 7,000 sf spa located at the Se Hotel.

**4020 Scottsdale** – Preconstruction services on this \$9M project to convert an existing office building to mixed-use lofts over street-level retail.



# Brian Elkins

## Construction Manager

### PROFILE

- |                           |  |
|---------------------------|--|
| Education & Certification | <ul style="list-style-type: none"> <li>• B.S., Construction Engineering Management, Cal State University Long Beach</li> <li>• B.S., Civil Engineering, University of Kentucky</li> <li>• Certified Construction Project Manager</li> <li>• LEED Accredited by USGBC</li> <li>• Certified Construction Inspector, Certification No. 6287</li> <li>• Certified Engineering Technician/Civil Engineering Branch-Certificate #01771Y</li> <li>• Radiation Safety Officer: Certificate No. 14459</li> <li>• American Concrete International/Concrete Field Testing Technician: Certificate No. 024063</li> <li>• American Concrete International/Concrete Strength Testing Technician: Certificate No. 024063</li> </ul> |
| Associations              | <ul style="list-style-type: none"> <li>• American Public Works Association</li> <li>• American Society of Certified Engineering Technicians</li> <li>• American Society of Civil Engineers</li> <li>• Association of Construction Inspectors and Project Managers</li> <li>• International Conference of Building Officials</li> <li>• American Water Works Association</li> <li>• United States Green Building Council</li> <li>• American Concrete Institute</li> <li>• Registered Member of the Construction Management Association of America</li> </ul>   |
| Years of Experience       | 14   |

### SAMPLE EXPERIENCE

**Street & Waterline Improvements Phases 1A & 1B; Waterline Improvements along PCH, City of Lomita** - CivilSource provided primary construction inspection services. Work consisted of approximately 10,300 linear feet of water line rehabilitation; 12,300 linear feet total of street rehabilitation including grind and overlay; removal and disposal of existing asphalt concrete; construction of finish course asphalt on base course asphalt on compacted subgrade; removal and replacement of Portland cement concrete improvements such as curb and gutter, cross gutter, etc.; restriping of the new pavement to match the existing striping; adjustment of manholes, utility covers and utility boxes to final grade.

**Corridor Restoration Project, City of Azusa** – Mr. Elkins provided construction management services for this \$6.5 million roadway restoration project. Work consisted of the reconstruction of a 7-mile section of State Highway 39 in Los Angeles County, including; roadway widening; installation of major infrastructure including sewer, water, and storm drain; installation of fiber optic conduit under roadway bed; installation of new traffic signal loops and conductors; construction of medians, sidewalks, and ADA compliant curbs; beautification phase requiring the planting of hundreds of trees and thousands of shrubs and lighting improvements; and utility coordination and adjustment of manholes. Mr. Elkins was responsible for initial design reviews; assisting city council with awards; contractor management; issuing RFIs; coordinating project planning, budgeting, design and building specifications; materials testing; interactions with community leaders and business owners; and managing public relations with local community and local business owners.

Brian Elkins, Page 2

**Metrolink Project, City of Covina** – Mr. Elkins provided construction management services for this \$15 million parking structure project including change order management, RFIs, tracking project budget and schedule. He was also responsible for providing oversight for the entire project from initial design definition to funding, contractor selection and management, execution and delivery. Additionally, Mr. Elkins monitored and supervised all on site activities, contractor payments, reporting cost and progress, building and site inspections and certifications. The project was delivered on time and hundreds of thousands of dollars under budget.

**Civil Center Project, City of Covina** – Mr. Elkins provided construction management and inspection services for this \$10 million Civic Center construction project. His responsibilities included acting as city direct representative; managing all aspects of the contract; and advising city council on design, plan check, bidding processes, contractor selection, budgets, planning and execution strategy. This project won an award for innovative design and construction through Congresswoman Hilda L. Solis congressional office and was LEED certified Silver and profiled in Real Estate & Construction Review Magazine as one of the year's top 100 construction projects in Southern California.

**Citywide Street Rehabilitation Project, City of Covina** – Mr. Elkins provided construction management and oversight for this citywide street rehabilitation project throughout the City of Covina. Project elements included street overlay and slurry seal, installation of water mains and storm drains, and construction of ADA compliant curb ramps, sidewalks, and curb and gutter.

**Various Water Main Replacement Projects, City of Glendora** – Mr. Elkins served as the Construction Manager for the installation of 12-inch water main pipes throughout Glendora. The City replaced and abandoned an existing water main that had met its designed life cycle. The project required coordination with City residents on re-connection of house laterals to location of new water meters. Responsibilities included RFI/submittal/change order processing, reviewing and processing progress pay requests, reviewing baseline and updated schedules, ensuring contract administration, and all other construction manager responsibilities.

**Citywide Street Rehabilitation Projects, City of Seal Beach** – Mr. Elkins provided Construction management oversight for several street rehabilitation projects though Seal Beach. His responsibilities included ensuring completion of daily reports, and accurate accounting of quantities constructed on a daily basis for the improvements which included reconstruction and rehabilitation; construction of sidewalks and ADA compliant curb ramps; traffic control; and signing and striping. His oversight resulted in successful projects that were completed within budget and ahead of schedule.

## Kurt Pegg, P.E. Construction Manager

### PROFILE

Education	B.S., Civil Engineering
Registration	Civil Engineer, CA #54485
Years of Experience	20

### EXPERIENCE

**Tustin La Palma Intersection Widening, City of Anaheim** – Kurt is currently acting as Resident Engineer for the construction of this project. This project will widen a 1300 foot portion of Tustin Avenue as well as widen the SR 91 on and off ramp at Tustin Avenue. This project also includes street resurfacing a new raised center median, reconstruction of sidewalks and drive approaches, new curb ramps, traffic signal improvements, storm drain and waterline improvements, parkway and median landscaping and irrigation.

**State Freeway 10 at Palm Drive/Gene Autry Trail, Bridge Replacement, City of Palm Desert** – Resident Engineer and Structural Representative for this \$26M project. Responsible for overseeing construction administration and management activities; supervising and assigning the activities of staff and consultants; reviewing construction progress payments, costs, budgets, and schedules; and negotiating change orders and enforcing contract requirements. Project scope of work included:

- Demolition of existing overcrossing and replacing with new six-lane overcrossing, including bike lanes on each side
- Modification of on and off-ramps including setting up on-ramps for future metering
  - Westbound I-10*
    - New, one-lane loop on-ramp from northbound Palm Drive
    - Realigned, one-lane on-ramp from southbound Palm Drive
    - Realigned, two-lane off-ramp
  - Eastbound I-10*
    - New, one-lane loop on-ramp from southbound Palm Drive
    - Realigned, one-lane on-ramp from northbound Palm Drive
    - Realigned, two-lane off-ramp
- Realignment of Micro Place and Salvia Road
- Project was combined with the widening of the Gene Autry Trail Bridge over Union Pacific Railroad

**Mission Boulevard Grade Separation, City of Pomona** – Resident Engineer/Structural Representative for this \$40M project. The Mission Boulevard/SR 71 Grade Separation project removed the existing at-grade intersection of Mission Boulevard at SR 71 by constructing an overcrossing of Mission Boulevard over the existing SR 71 expressway. Six through lanes and two turning lanes were constructed for the overcrossing, and a compressed diamond configuration was constructed allowing full uncontrolled ingress and egress on SR 71 using standard freeway type on and off-ramps. Completion of the project improved traffic circulation at this heavily used intersection. Responsible for overseeing construction administration and management activities; supervising and assigning the activities of staff and consultants; reviewing construction progress payments, costs, budgets, and schedules; and negotiating change orders and enforcing contract requirements.

Kurt Pegg, Page 2

**91/215/60 Freeway Interchange Project, Caltrans District 8** – Senior Project Manager for this \$300M project in Riverside, California. The project upgraded the interchange and widened five miles of freeway. The project consisted of the relocation of and construction of on and off ramps to provide new access for the local community from the west side of SR 91 and improve operational efficiency at the interchange; construction of grade separations at railroad crossings to enhance local circulation; freeway widening and addition of auxiliary lanes to facilitate weaving movements and accommodate the future addition of carpool or mixed flow lanes; reconstruction of existing overcrossing bridges to span the new freeway widening; widening existing railroad overhead bridges; construction of truck by-pass connectors; and construction of a concrete barrier. Fully responsible for the overall operation of project and to complete the project to the satisfaction of the owner consistent with cost, schedule and contractual requirements. Primary responsibilities included ensuring plans and specifications were aggressively monitored and requirements enforced; managing project risk; managing cost and schedule; and scheduling and managing contractors and subcontractors.

**5/805 Freeway Interchange Project, Caltrans District 11** – Project Manager for this \$110M project in San Diego, California. The project included construction of a dual freeway/truck bypass, high occupancy vehicle lanes, connections to California 56, and expansion of the number of lanes. Fully responsible for the overall operation of project and to complete the project to the satisfaction of the owner consistent with cost, schedule and contractual requirements. Primary responsibilities included ensuring plans and specifications were aggressively monitored and requirements enforced; managing project risk; managing cost and schedule; and scheduling and managing contractors and subcontractors..

**57/91 Freeway Interchange Project, Caltrans District 12** – Project Manager for this \$50M freeway interchange project in Anaheim, California. The project included constructing a fly over connector from the 57 Freeway to the 91 Freeway for the carpool lanes. Project also includes widening both the 57 and the 91 Freeways to accept the new connector. Fully responsible for the overall operation of project and to complete the project to the satisfaction of the owner consistent with cost, schedule and contractual requirements. Primary responsibilities included ensuring plans and specifications were aggressively monitored and requirements enforced; managing project risk; managing cost and schedule; and scheduling and managing contractors and subcontractors.

**55 Freeway Widening Project, Caltrans District 12** – Project Manager for this \$22M project in Orange, California. The project widened a 1.3-mile segment of the Costa Mesa Freeway, from just south of the 17th Street bridge to the Garden Grove Freeway. The improvements included the addition of two lanes in each direction of the freeway and the reconstruction of several overpasses. Many of the surface streets that intersected the SR-55 along this stretch were significantly upgraded, as well as all their on and off ramps. Fully responsible for the overall operation of project and to complete the project to the satisfaction of the owner consistent with cost, schedule and contractual requirements. Primary responsibilities included ensuring plans and specifications were aggressively monitored and requirements enforced; managing project risk; managing cost and schedule; and scheduling and managing contractors and subcontractors.

# Chuck Stagner

## Construction Inspector

### PROFILE

Education	Associate Degree, General Education & Accounting , Community Colleges, Orange County, CA
Years of Experience	25

### EXPERIENCE

**El Toro/Jeronimo Streetscape and Street Improvements, City of Lake Forest** – Construction Inspector for a federally funded street improvements project. Work consisted of pavement rehabilitation; concrete repairs; installation of landscape improvements to the existing median, slopes; enhancements to the bridge overcrossing; and construction of raised landscaped medians and parkway.

**El Toro/Aliso Creek Improvements, City of Laguna Woods** – Construction Manager for Phase II of a two phase capital improvement project to widen El Toro Road and accommodate a paved six foot wide Class II Bike Trail and a sidewalk that varies in width from six to nine feet. The work also consists of construction of sidewalk, retaining wall, and associated drainage structures and the relocation of the existing Class II Bike Lane. Construction also includes cold milling the existing curb ADA access ramps, adjusting utilities to finish grade., applying traffic striping with pavement markers and legends (stenciling) and reinstalling traffic detector loops.

**SR-91 On-Ramp Widening, City of Buena Park** – Construction Inspector for the eastbound on-ramp widening project located northbound on Beach Boulevard. Work consisted of Rough and fine grading, construction of a retaining wall, miscellaneous drainage improvements, miscellaneous concrete improvements, construction of new AC pavement, striping, signage and pavement markings, and new landscaping and irrigation.

**FY 2011-2012 Street Improvement Projects, City of Santa Monica** – Construction Inspector for this project. Work consisted of removal and replacement of damaged asphalt; grind and overlay; slurry seal; crack seal; replacement of damaged curb, gutter and sidewalk; striping. Responsibilities included all facets of construction inspection and administration, including utility and multiple agency coordination; traffic management and control; submittal/schedule/RFI/progress payment review and processing; field observation; negotiating and processing change orders; document control; and project close out including warranties, guarantees, recommending notices of completion and release of retention.

**FY 2012-2013 Street Improvement Projects, City of Santa Monica** – Construction Inspector for fiscal year 2012-2013 street improvements. Work consisted of removal and replacement of damaged asphalt; grind and overlay; slurry seal; crack seal; replacement of damaged curb, gutter and sidewalk; striping. Project included public outreach, all facets of construction inspection and administration, including utility and multiple agency coordination; traffic management and control; submittal/schedule/RFI/progress payment review and processing; field observation; negotiating and processing change orders; document control; and project close out including warranties, guarantees, recommending notices of completion and release of retention.

**Irvine Center Drive, City of Irvine** – Superintendent for Irvine Center Drive improvements. Work consisted of on and off-ramp improvements, coordination with Caltrans, roadway widening, and miscellaneous curb, gutter and sidewalk improvements. Also responsible for coordinating utility facility relocations with utility agencies.

*Chuck Stagner, Page 2*

**Garfield Avenue Rehabilitation, City of Huntington Beach** – Construction Inspector for roadway improvements on Garfield Avenue from Newland to Magnolia Streets, and bordering the Cities of Huntington Beach and Fountain Valley. The City's objective was to replace the worn pavement and replace the failed curb and gutter along selected segments on the south side of Garfield Avenue. Improvements primarily consisted of full depth reclamation, rubberized asphalt (RAC) overlay, limited reconstruction of concrete curb and gutter, concrete sidewalk, curb access ramps, landscaping, and installing traffic loops with striping.

**Various Public Works Projects, Los Angeles County Public Works** – Foreman/Superintendent for several public works projects consisting of grading, paving, underground utility relocation & retaining structures. Responsible for scheduling, as-builts, billing, subcontractor oversight, managing employees and other utility agency coordination. Maintained a positive working environment at all levels. Maintained a complete understanding of job specifications, state and county regulations & OSHA requirements.

**Various Public Works Projects, City of Cathedral City** – Forman for several public works projects in the City of Cathedral City totaling approximately \$11M in construction costs. Responsible for scheduling, wet & dry underground utility installation, subcontractors and managing over 25 employees. Also responsible for implementing Storm Water Pollution Prevention Plan (SWPPP) along with maintaining dust control.

# Jeff Coplen

## Construction Inspector

### PROFILE

Education & Certification	A.A., Architecture, Criss College AWWA Certified Grade II Water Distribution Operator AWWA Certified Grade I Water Treatment Operator APWA Certified Public Works Inspector Certified Inspector of Sediment and Erosion Control
Years of Experience	25

### EXPERIENCE

**I-5 HOV/Empire Avenue Interchange Water and Sewer Pipeline Relocations, City of Burbank Department of Water and Power** – Construction Inspector for this \$1,387,000 project which was necessitated due to Metrolink’s plan to raise rail lines. Construction included relocating high pressure mains using open trench and jack & bore technology, manholes, tie-ins, air vacs, butterfly and gate valves, blow-offs, and pavement restoration. Mr. Coplen’s ability to identify unforeseen conditions minimized the construction cost and impact to the Client.

**Bissell Plant Well #3 Equipping, Golden State Water Company** – Construction Inspector on this \$1,004,473 Proposition 50 funded project. The work involved equipping Well #3; relocating the SCE transformer; installing a new switchboard, 2 new MCC’s, all required instrumentation for Well #3, and all associated piping and electrical facilities. Mr. Coplen’s duties encompassed reviewing RFI’s and submittals; change management; coordination with GSW and SCE; coordination with MWH for the process control engineering; providing public relations; monitoring the Contractor’s schedule and safety plan; preparing daily construction reports and digital photos; and assisting with testing and start-up.

**Sewer Cement Pipe Rehabilitation/Replacement Gp. 13 & 15 WD-04-11, Long Beach Water Department** – Construction Inspector on this \$566,539 project for the LBWD which involved: the rehabilitation or relining, using CIPP, for 6,363 LF of 8” cement sewer line, 997 LF of 10” sewer line; 191 service reconnections, and 352 LF of removal and replacement of 8”, 10”, and 12” cement sewer line. Mr. Coplen’s duties included: providing construction inspection; verifying quantities and ensuring quality control; providing public relations and monitoring site safety; coordinating survey and material testing; scheduling and coordinating temporary shut-downs; and monitoring project schedules; and preparing and processing control documents such as RFI’s, submittals, work change directives, progress payments, change orders, daily construction reports, digital photos, and the final punch list.

**Sewer Cement Pipe Rehabilitation/Replacement Group 8 WD-14-09, Long Beach Water Department** – Construction Inspector on this \$386,798 project for the LBWD which involved: the rehabilitation or relining, using CIPP, for 7,632 LF of 8” cement sewer lines, 734 LF of 10” sewer line; installation of 2 sectional liners, and 81 LF of point repairs. The primary work site was bounded by PCH, Temple, Anaheim, and Grand. Other locations included: Ximeno between 9th and 8th, E. 4th east of Roswell, Alley between Whitewood and Faculty intersecting Harvey and Los Altos near 8th and PCH.

**Large Valve Replacement Project, Long Beach Water Department** – Construction Inspector for this \$186,953 project which involved replacing two large valves along Stearns Street, one at Redondo Avenue and one at Lakewood Boulevard. The work included: installing 30” butterfly and gate valves, fittings, couplings, connections, spools, chlorine injection ports, and blow-off assemblies; reconnecting existing service lines; and restoring the roadway surface.

Jeff Coplen, Page 2

**Anode Bed and Test Station Replacement Project, West Basin Municipal Water District** – Construction Inspector for this project which involved the replacement of 18 anode beds and 7 test stations located in various cities in the District. Mr. Coplen's duties encompassed: construction inspection to verify that the connection work was implemented in accordance with the contract documents, industry standards, and applicable codes; quality assurance; daily construction reports; digital photography; verification of record drawings; monitoring of the Contractor's schedule and safety program; and public relations.

**Mariposa and Dominguez Laterals, West Basin Municipal Water District** – Construction Inspector for these projects which were a part of the Harbor South Bay Project, a program which WBMWD and the USACOE have formed a partnership with the objective to provide the South Bay Area with Title 22 Water, a reliable source of water for irrigation and industrial uses as approved by the DHS. The ARRA-funded work included over 12,000 LF of 12" to 6" PVC pipeline, 270 LF of 6" DIP, , valves, blowoffs, hot-taps, disinfection, testing, traffic control and pavement restoration. Mr. Coplen's duties encompassed change management; coordination with WBMWD, USACOE, LACPW, LBWD, MWD, Carson, Compton, El Segundo, Cal Water, and Dominguez Water Company; ARRA funding documentation and reporting; start-up; and project close-out.

**Tapo Canyon Water Treatment Plant, City of Simi Valley Ventura County Water Works District 8** – Construction Inspector for this \$5 million, 1 MGD membrane treatment plant project. The work involved piping, filters, chlorination equipment, controls, and tanks.

**Coachella Canal Improvements, City of Indio** – Construction Inspector for this canal improvement project. The work was located along the CVWD Coachella Canal and north of Avenue 50 and Madison Street and included a temporary diversion channel, RCB culvert, excavation, backfill, steel sleeving for a future water main, and chain link fencing and gates.

**Downtown Indio Phase I Improvements, City of Indio** – Construction Inspector for this downtown improvement project. The work was located along Miles Avenue and along Towne Street and included potholing, excavation, sawcutting, AC, curb and gutter, storm drains, sewer and water lines, manholes, traffic signals, street lighting, traffic control, and landscaping and irrigation.

**Sidewalk and Landscaping Improvements, City of Rialto** – Construction Inspector for this \$104,138 street improvement project located in Rialto. The work involved demolition, clearing and grubbing, grading, compaction, potholing, concrete and AC placement, landscaping, and irrigation.

**Ashwood Park Recycled Water Lateral, West Basin Municipal Water District** – Construction Inspector for this project which included installing 2,700 LF of 4" PVC, laterals, resilient gate valves, blow-off assemblies, sampling station, service line, curb and gutter, sidewalk, cross gutters, and AC restoration.

**Facilities Upgrade at Plant No. 1, Indio Water Authority** – Construction Inspector for this \$10 million project which involved the demolition of an existing 2 MG gallon steel tank, constructing a 5 MG cast-in-place reinforced concrete reservoir consisting of 7,000 cy of concrete, booster pump station with 3 200 hp motors and pumps with 1,200 gpm capacity, chlorine treatment facilities, motor controls, electrical improvements, paving, grading, drainage facilities, 5' of over-excavation, and re-compacted fill.



# Kalid Dawood, QSP

## Construction Inspector

### PROFILE

Education	A.A., Construction Management and GIS Mapping/Surveying
Years of Experience	25

### EXPERIENCE

Mr. Dawood has over 25 years of experience in the construction of public works projects in the areas of resident engineering and field oversight. His diversity ranges from experience in roadways, bridges, pump stations, buildings, grading and wet and dry utilities. He possesses a thorough knowledge of the Caltrans Standard Plans and Standard Specifications, Greenbook, Caltrans Construction Manual, Manual of Tests, and Manual of Traffic Controls for Construction and Maintenance Work Zones. He has participated in all aspects of construction including bid phase management; submittal, RFI, and change order processing; daily field inspection; and project closeout.

**Algonquin Sewer Lift Station No. 10 Replacement and Force Main Replacement, City of Huntington Beach** – Construction Manager. \$1.3million sewer lift station project which included abandonment and demolition of an existing sewer lift station, installation of a new sanitary sewer lift station, installation of 8-inch and 12-inch sewer force mains, asphalt paving and removal, and restoration of existing public and private improvements.

**Springdale Street 36" Watermain Corrosion Control and Arterial Street Rehabilitation, City of Huntington Beach** – Construction Manager. \$5.8 million 36-inch and 42-inch steel water transmission main and street rehabilitation project.

**Camino Capistrano Widening, Caltrans District 12** – Resident Engineer for a project that covered a one mile stretch of the Interstate 5 between the SR-74 onramp to ½ mile south of San Juan Creek Road in the City of San Juan Capistrano. The project included constructing a sound wall/retaining wall; widening of San Juan Creek Bridge; adding an auxiliary exit lane on southbound I-5 at Camino Capistrano southbound off ramp; widening Camino Capistrano on and off ramps; constructing a retaining wall between San Juan Creek Road bridge and San Juan Creek bridge; widening of San Juan Creek Road bridge; and widening of Camino Capistrano from San Juan Creek Road for 2,200 feet to the south.

**Riverside Viaduct Bridge, City of Los Angeles/LADWP** – Resident Engineer for a project consisted of rerouting 600 LF of existing 48" cement mortar coated welded steel pipe for the construction of a new bridge over the Los Angeles River. Project also included dewatering, river diversion, wet and dry utilities, grading, demolition of the existing bridge, and traffic control. Duties included but not limited to submittals; shoring design; RFI's and arrange meeting with LADWP for shut-off a water line that supplied water to most of downtown Los Angeles; verify the pipe lay-out and location; SWPPP implementation and inspection; inspect trenching and shoring operations; inspect welding procedure and coating of pipe following welding; monitor the flushing and chlorination procedures and the final connection. Total project cost \$40M.

**Van Buren Bridge Over Santa Ana River, County of Riverside** – Project consisted of construction of new bridge including installation of 1200 LF of new 4-12" PVC irrigation and potable water. Duties included but not limited to submittal; procurement of material; shoring and traffic control design; safety implementation and procedures; RFI's; SWPPP implementation and inspection; traffic control implementation and daily inspection; verify the pipe lay-out and location; inspect trenching and shoring operations; monitor the flushing and chlorination procedures and the final connection. Total project cost \$28M.

*Kalid Dawood, Page 2*

**1st Street Bridge Retrofit, City of Los Angeles and Los Angeles Metropolitan Transit Authority** – Construction Inspector for retrofitting the existing concrete girder box bridge and replacing the bridge deck with light concrete.

**Vincent Thomas Bridge Resurfacing. Caltrans District 7** – Project consisted of resurfacing the existing bridge with polyester concrete and installing a new drainage system and pump station.

**Antonio Parkway Widening, County of Orange/ Santa Margarita Water District \$40M** – Project consisted of widening Antonio Parkway from 400' S. of Ortega Hwy to 2000' N. of Ortega Hwy. Project also included the installation of 3000 LF of 4"-12" PVC irrigation and landscaping. Total project cost \$38M.

**Bradley's New International Terminal and Taxi Lane "S", Los Angeles World Airports** – Project consisted of the construction of new Taxi lane and installation of 4000 LF of 24" steel pipe with megalug joints, flanges and fittings for domestic and fire water. Project also included shoring, grading, concrete paving and striping. Total project cost \$102M.

**Vista Del Mar Bulkhead, City of Playa Del Rey** – The project included precast concrete lagging panels, piles back filling, pavement repairs, and pedestrian (42 inch high) and vehicular (18 inch) guardrails. The project area was landscaped with native and non-invasive vegetation. The bulkheads were colored and textured to match the surrounding sandy bluffs and the roadway was repaired to its original condition.

**Santa Ana River Bike Trail, County of San Bernardino** – Construction Inspector for the construction of 30 miles of paved bike trail along the Santa Ana River. Project also consisted of grading, excavation, and utility improvements.

**San Clemente Pedestrian Trail, City of San Clemente** – Construction Inspector for a \$6M pedestrian trail. Responsible for overseeing civil & structural work.

**Foothill Boulevard over San Gabriel River Retrofit, County of Los Angeles** – Construction Inspector for the retrofitting of an existing concrete girder bridge by utilizing steel tie back and reinforced concrete.

**Carlsbad Municipal Golf Course, City of Carlsbad** – Project consisted of construction of new 18 hole public golf course that included 4-12" PVC irrigation and potable water for the club house building. Total project cost \$18M.

**Secondary Effluent and Recycled Water Tank, City of Escondido** – Project consisted of construction of reinforced concrete tank and water line and mechanical attachments. Total project cost \$12M.

**Chino Basin Phase I, Inland Empire Utilities Agency** – Construction Inspector for the construction of concrete lined channels and detention basin. Project consisted of excavation, grading, storm drain line installation, concrete lining of channel and hydro seeding.

**Oxnard Civic Center, City of Oxnard** – Construction of a new 2 story building and site improvements. Duties included but not limited to submittals; procurement of materials; safety implementation; RFI processing; SWPPP implementation and inspection. Total project cost \$3M.

# Ken Riggins

## Construction Inspector

### PROFILE

Education

Asphalt Paving School  
Traffic Signal Technician, Electrical Workers Union, IBEW  
Journeyman Wireman School, Electrical Workers Union, IBEW  
Construction Safety and Health Training Course, OSHA  
International Brotherhood of Electrical Workers Union  
American Construction Inspectors Association

Years of Experience

35

### EXPERIENCE

**2007 / 08 Residential and Arterial Streets Slurry Seal Project (Cypress, CA) 2008** – Provided construction management and inspection services to the City of Cypress on this slurry seal project. The work encompassed: grinding, crack sealing, asphalt removal and replacement, slurry sealing with 2.5% polymer modified (rubber latex), and thermoplastic traffic striping and markings. Mr. Riggins served as Construction Inspector.

**Asphalt Rehabilitation Project 17c on Various Streets (Lake Forest, CA) 2009** – Construction Inspector. Selected by the City of Lake Forest to perform CM management and inspection services on this \$3,129,823 asphalt rehab project which included: crack sealing; 738,903 SR of cold milling; 119,756 SF of cement treated base; 119,756 SF of Petromat; 7,309 tons of ARHM; 14,962 tons of AC overlay; adjusting valve boxes, manhole frames, and survey monuments to grade; loops; pavement markers, and striping. Duties encompassed: constructability review; contract administration; construction management; inspection; quality control and quantity verification; public relations, construction schedule, and material testing monitoring; utility coordination; and processing control documents such as submittals, progress payments, change order, daily and weekly reports, digital photos, and the final punch list.

**Muirlands Boulevard Pavement Resurfacing (Lake Forest, CA) 2008** – Construction Inspector. Selected by the City of Lake Forest to perform CM and inspection services on this \$1,075,445 pavement resurfacing project which included: 652,317 SF of cold milling; 8,557 tons of ARHM overlay; adjusting pull boxes, manholes, water valves, and survey monuments to grade; ramps; curb and gutter; loops, striping, and markings. Duties encompassed: contract administration; construction management; inspection; quality control and quantity verification; public relations, schedule, and material testing monitoring; utility and survey coordination; and processing control documents such as submittals, progress payments, daily and weekly reports, digital photos, and the final punch list.

**On-Call Construction Management and Inspection Services (Lake Forest, CA)**– As Construction Inspector serving the City of Lake Forest, Mr. Riggins has provided on-call inspection services for various public works projects including storm drains, ADA ramps, street improvements, slurry seals, asphalt repairs, intersection improvements, rail road access road surfacing and landscaping, universally accessible playgrounds, park improvement projects, and traffic signals.

Ken Riggins, Page 2

**On-Call Construction Management and Inspection Services (Cypress, CA)**– selected by the City of Cypress to provide on-call construction management and inspection services. Mr. Riggins has served as Construction Inspector and the various projects have included sewer relocations, slurry seals, street improvements, water line upgrades, SCE system upgrades, and ADA ramps.

**City of West Hollywood, La Cienega Street Improvement.** Resident Inspector for the \$600,000 reconstruction of La Cienega Boulevard, from Santa Monica Boulevard to Sunset Boulevard. The project consisted of A.R.H.M. overlay of La Cienega Boulevard, and the installation of curb, gutter, sidewalk, handicap ramps, and the installation of a new traffic signal at La Cienega Boulevard and Hollaway Street.

**City of West Hollywood, Fountain Avenue (La Cienega to La Brea).** Resident Inspector for the \$1.5 million reconstruction of Fountain Avenue, from La Cienega to La Brea. Mr. Riggins was responsible for the inspection of A.R.H.M. overlay, handicap ramps, curb, gutter, sidewalk replacement, and the modification of 8 traffic intersections.

**City of Paramount, Alondra Boulevard.** Resident Inspector for the \$1.5 million reconstruction of Alondra Boulevard, from Paramount Boulevard to Lakewood Boulevard. The project consisted of the installation of new landscaped medians, handicap ramps, curb, gutter, sidewalk, installation of a new traffic signal at Alondra and Georgia Boulevards; and the asphalt overlay of Alondra Boulevard.

**City of Agoura Hills, Roadside.** Mr. Riggins was the resident inspector for the widening of Roadside Drive; which included the installation of new retaining walls, curb, gutter, sidewalk, and the overlay of Roadside Drive. The project also included minor work on Kanan Road; which included, retaining walls, handicap ramps, and relocation of utilities.

**Oso Parkway (Laguna Hills, CA) 2008** –selected by Richard Fisher Associates to provide construction inspection services for this project located in Laguna Hills. The work included clearing and grubbing, tree removals, grading, drainage systems, wood trail fencing, and landscaping and irrigation. Mr. Riggins served as Construction Inspector and his duties included documenting the work of the Contractor via daily construction reports and digital images.

**City of La Habra, Beach/Imperial Boulevards Subdivision.** Provided inspection for a subdivision at the intersection of Beach Boulevard and Imperial Boulevard. The project included full street improvements and architectural hardscape, construction of a 10 million gallon reservoir, installation of two electric pumps, modification to control panels and other appurtenant work, a 96" storm drain, a reinforced concrete storm drain box, 6" to 10" waterline, 8" to 15" sewer line, full underground dry utilities, and extensive retaining walls up to 25 feet in height.

**Suburban Water.** Mr. Riggins provided construction management and public works inspection services for several reservoir projects. The projects involved the installation of new steel tanks, upgrading of the existing control panels, installation of new underground piping, and construction of CMU walls with self-activating gates, and other appurtenant work.

American Geotechnical, Inc

| KEY STAFF

## PRINCIPAL GEOTECHNICAL ENGINEER

**Arumugam (Alva) Alvappillai, Ph.D., PE, GE**  
Principal Geotechnical Engineer  
Contact: (714) 685-3900 / Fax (714) 685-3909

Email: [alvappia@amgt.com](mailto:alvappia@amgt.com)

Mr. Alvappillai manages and works on various civil public works projects and geotechnical engineering projects in southern California. He also has experience in structural analysis and design, particularly in the area of foundation engineering.

Alva's primary responsibilities include project management, seismic hazard assessments, project planning/scoping, planning of field investigations, analytical and computer analysis of a wide range of projects, budget management, and report writing.

Geotechnical experience includes projects related to settlement and expansive soils, foundation engineering, slope stability, landslide and earthquake engineering.

He has experience and knowledge of the latest computer methods of analyzing complex problems using numerical methods. He also designs various structural systems such as mat slab and pile foundations and tieback systems for slope stability.

Mr. Alvappillai has a reputation for excellence in the geotechnical industry with public agency contracts and continuance of excellent service to municipal Public Works Engineers and Planning Managers.

Mr. Alvappillai has managed geotechnical

engineering projects for the following local clients:

- **County of Orange Public Works Department** (earthwork, foundation, paving and utility projects)
- **County of Orange Healthcare Agency** (earthwork, utilities, and paving projects)
- **Midway City Sanitary District** (geotechnical engineering, utility, earthwork, paving project)
- **Saddleback College** (structural upgrade/modifications, utilities, bridges, earthwork projects)
- **Saddleback Memorial Hospital** (earthwork, foundation, paving and utility projects)
- **Irvine Valley College** (earthwork and foundation projects)
- **City of San Dimas** (geotechnical engineering, earthwork and foundation project)

**As Principal Engineer, Alva is responsible for contract management and technical peer review/quality assurance of field testing/inspection services for our projects.**

### EDUCATION

BS. University of Peradeniya, 1984  
MS. Asian Institute of Technology, 1988  
PhD. University of Oklahoma, 1992



### STATEMENT OF QUALIFICATIONS

Geotechnical Engineering, Civil Engineering, Materials Inspection and Testing Services

## OPERATIONS MANAGER

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**Bob Jones**  
Operations Manager  
Contact: (714) 685-3900 / Fax (714) 685-3909

Email: [bjones@amgt.com](mailto:bjones@amgt.com)

Mr. Jones has 25 years of construction, inspection, and management experience and 17 years of geotechnical QA/QC experience performing as Operations Manager, Project Manager, Field Services Manager, Laboratory Manager, and Inspector of Record, Radiation Safety Officer.

Mr. Jones specific responsibilities include Laboratory and Field Services over-site; assures compliance with CDPH, AASHTO, AMRL, CCRL, DSA and Caltrans accreditations; provides training, supervision and review of laboratory and field staff; client interaction; proposal preparation and cost estimates.

Mr. Jones has provided geotechnical and materials testing/inspection field services for the following local school districts and municipalities:

- **County of Orange Healthcare Agency** (earthwork, utilities, and paving projects)
- **Eastern Transportation Corridor, State Route 241 & 261** (paving project)
- **Orange County Water District** (paving and utility projects)
- **Orange County Sanitation District** (sewer trunk backfill, asphalt and PCC paving)

- **City of Irvine** (multiple paving & utility trench projects)
- **Irvine Ranch Water District** (paving project)
- **Lake Elsinore Water District** (sewer lift stations)
- **Veterans Administration** (materials testing and inspection oversight)
- **Saddleback College Library Renovations** (structural upgrade/modifications, earthwork)
- **Anaheim Unified School District** - School Modernization and New Construction (earthwork, foundation and retaining structures, utilities, and paving projects)
- **Norwalk-La Mirada School District** - School Modernization (earthwork, foundation and retaining structures, utilities, and paving projects)

As Operations Manager, Mr. Jones is responsible for scheduling/coordination of field testing/inspection services for construction projects.



### STATEMENT OF QUALIFICATIONS

Geotechnical Engineering, Civil Engineering, Materials Inspection and Testing Services

## Bruce F. Hunsaker, PLS - Resume

# HUNSAKER

LAND SURVEYING, INC.

### YEARS OF EXPERIENCE

Total Years 35

### EDUCATION

B.A. Geography, California State University Fullerton, 1984

### REGISTRATION

1988/Professional Land Surveyor #5921/CA

1995/Licensed Land Surveyor #8078/ID

1996/Licensed Land Surveyor #31155/CO

1997/Licensed Land Surveyor 34669/WA

### SPECIALIZED EXPERTISE

- Project Management
- Extensive experience in **boundary determinations, construction staking** and legal descriptions
- Strong Orange County regional knowledge
- Has managed over 30 field crews
- Recent Project Manager for On-Call contracts with The City of Irvine, Caltrans District 7, the County of Orange and others

### PROFESSIONAL AFFILIATIONS

American Congress on Surveying and Mapping  
National Society of Professional Surveyors  
National Association of Home Builders  
California Land Surveyors Association

### SUMMARY

Mr. Hunsaker has over 33 years of surveying experience. He specializes in construction staking, topographic surveys, boundary analysis and the preparation, processing and recordation of all maps of record. In addition, he has been involved with the processing and overseeing of GPS survey calculations and reports. He most recently managed the day-to-day operations of over 30 field crews. He has overseen the development of countless projects throughout Southern California from the development side as a consultant to many large development companies and on public works projects working alongside City staff. Mr. Hunsaker has most recently served as Project Manager for on-call contracts with the City of Anaheim, the City of Irvine, the County of Orange and Caltrans District 7—Southern Region. His experience includes:

**City of Cypress – Meridian at Katella Intersection Design:** As a sub-consultant to CivilSource, Mr. Hunsaker was the survey lead for this contract to improve the intersection and create ADA compliant crossings and ramps. Work was performed on Sunday to minimize traffic disruption on this busy arterial street and survey locations were obtained on a pre-calculated grid to expedite design and to enable accurate staking of changes in elevations during construction.

**City of Hermosa Beach – Safe Route To School – 16<sup>th</sup> Street Sidewalk Improvements:** As a sub-consultant to CivilSource, Mr. Hunsaker was the survey lead for this contract to provide sidewalks, ADA compliant ramps and crossings along 16<sup>th</sup> Street from Pacific Coast Highway to Hermosa View Elementary School. Cross-Section survey was performed in very confined areas throughout the busy residential area of this beach community.

**Irvine Ranch Water District (IRWD) Portola Hills Lift Station Abandonment and Gravity Sewer:** As a sub-consultant to CivilSource, Mr. Hunsaker was the survey lead for this contract which involved cross-sections and locations along an alignment of over 7,000 lineal feet. Particular attention was paid to appurtenant devices to be abandoned as well as several crossings, including the crossing of the proposed gravity sewer over the Edison Riding and Hiking Trail Underpass.

**City of La Habra – Portola Well and Pipeline Project:** As a sub-consultant to CivilSource, Mr. Hunsaker was the survey lead for this contract to provide cross-section survey information along the alignment of approximately 4,000 lineal feet. The alignment passed through Parks, Residential Areas and several street crossings as well as abutting a long standing railroad easement.

**City of Stanton – Western Avenue Sewer Project:** As a sub-consultant to CivilSource, Mr. Hunsaker was the survey lead for this contract to provide cross section surveys along the alignment for sewer line replacement. This alignment encompassed nearly 1,700 lineal feet including a major intersection and many Storm Drain and Sewer manhole inverts to acquire.

**City of Baldwin Park – Corak Street Storm Drain Improvements:** As a sub-consultant to CivilSource, Mr. Hunsaker was the survey lead for this contract to provide Aerial Mapping and Cross Section surveys. The Aerial encompassing over 30 acres of drainage area and the cross-sections covering over 1,650 lineal feet of proposed storm drain alignment. The cross sections covering busy arterial roadways as well as existing drainage swales and alleys.

**City of Anaheim On-Call Surveying Contract, Anaheim, CA** (Project Manager)—Mr. Hunsaker has served as project manager providing surveying services for the City of Anaheim Department of Public Works, working directly with Ian Easton, the City Surveyor on several sites: Serrano Avenue Improvements, a construction staking and monument preservation project; Control Establishment along Katella

Avenue at the Honda Center, and along Riverdale from Lakeview to the 91 Freeway. Monument Preservation projects throughout the city.

**City of Irvine On-Call Surveying Contract, Irvine, CA** (Project Manager)—Mr. Hunsaker has served as project manager over the past 4 years in providing surveying services for the City of Irvine Department of Public Works on several sites: Turtle Ridge Runoff, a construction staking and monument preservation project along Shady Canyon Road; Culver Drive Pavement Rehabilitation, a monument preservation project along Culver Drive from I-405 to Barranca Parkway; and Jeffrey Road at Smoketree, another monument preservation project, Culver Drive at Walnut improvements, Barranca/Dyer/Red Hill Improvements, and the 2011 Pavement Rehabilitation Project.

**County of Orange On-Call Surveying Contract, Southern California** (Project Manager)—Mr. Hunsaker has served as project manager over the past 3 years in providing surveying services for the County of Orange on several sites: Seven Oaks Dam, deformation surveys. Deformation Surveys of Villa Park Dam, Peters Canyon Dam and Sulphur Creek Dam. Monument Preservation Corner Records throughout the areas of Cowan Heights and Panorama Heights.

**Caltrans District 7, South, On-Call Surveying Contract, Southern California** (Project Manager)—Mr. Hunsaker has served as project manager over the past 3 years in providing surveying services for the California Department of Transportation, District 7, South. Work included staff augmentation for the Norwalk field office as well as two separate task orders to locate utilities and potholes along the I-5 and to locate drainage facilities along state route 710.

**Metropolitan Water District (MWD) of Southern California, On-Call Surveying Services, Southern California:** Mr. Hunsaker was the Project Manager for this on-call contract which involved a series of task orders from MWD. The scope of work for each task was similar; i.e., records research, boundary survey, aerial control survey, topographic mapping, boundary and encroachment determination, and final monumentation which culminate in Records of Surveys to be filed in San Bernardino, Riverside, Orange and Los Angeles Counties.

**University of California at Irvine Student Housing Expansion, Irvine, CA:** Mr. Hunsaker was the Project Manager supervising base mapping, as-built surveys, and construction staking for American Campus Communities and Benchmark Contractors. All preliminary mapping for the East Campus Housing, which has just recently begun construction, and preliminary mapping and construction staking for the Vista del Campo Norte Student Apartments, completed in 2006, was performed under his close direction. Sites ranged from raw land to existing parking lots which will be reused. All utility locations and drainage devices were located throughout the course of the survey; for some no records existed. Existing records on varying datums were combined, corrected and translated to fit in to the base maps.

**Newport Coast—Newport Ridge, Newport Beach, CA:** Mr. Hunsaker supervised topographic surveys and aerial control surveys, and organized photogrammetric efforts through a consultant for both the Newport Coast and Newport Ridge developments for the Irvine Company. The site encompasses nearly 1,500 acres of retail, park site and luxury homes. Monthly flights were arranged to document the construction progress. Because the photography was occurring on a once-a-month interval, care was taken to minimize the amount of field time required to control the photography.

**North Orange County Community College District, CA:** Mr. Hunsaker served as Project Manager and supervised topographic surveys and as-built surveys for both Fullerton College and Cypress College prior to redevelopment activity. This included surveys of utility tunnels, many of which had never been mapped previously (Fullerton College). Surveys were to support both engineering and architectural design. Work was performed to minimize interference with students and school activities. The surveys on the two campuses were very tightly constrained to allow for new construction to tie in seamlessly.

**Santa Ana River Mainstream Project, Reaches 5 and 6, Orange County, CA:** As Survey Project Manager, Bruce provided field surveys to establish horizontal and vertical control. Horizontal and vertical controls were set along the Santa Ana River between 17th Street and Glassell Street (6.3 miles) for future design, construction and mapping purposes and location and direction of piers consisting of 16 bridges, seven street crossings, three freeway bridges, and three railroad bridges. Construction bench marks of third-order accuracy were established at a minimum interval of one mile along the project area.

**Prado Basin Cadastral Survey, Riverside/Orange/San Bernardino Counties, CA:** Mr. Hunsaker was the Project Manager for this contract. The survey portion of the project consisted of resurveying seven record subdivisional lines, including recovering horizontal control monuments sufficient in density to search for, and to set or re-set, the monumentation necessary to establish boundaries. The work was performed, for the most part, in accordance with the Bureau of Land Management's Manual of Surveying Instructions, inasmuch as the majority of the project fell within sectionalized lands or Ranchos (land grants). Three Records of Survey were prepared during the course of the project and included a listing of California Coordinate System coordinates in three separate zones and/or datum for every cadastral point shown on the maps. The survey encompassed 40 miles of marking and posting boundary lines, nine miles of which were along the Riverside/San Bernardino and Orange County lines. The right of way portion of the project consisted of preparing maps, legal descriptions and Title Report investigations for over 120 parcels within the basin.



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and GK & Associates (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Ghazala Khan  
President  
3333 Brea Canyon Road, 120  
Diamond Bar, CA 91765

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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



12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

Glenn Kwan

President

ECM Inc.

CITY

DBA  
GKA Associates.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014  
RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.



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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

### B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with

the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

CITY OF BREA  
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totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address



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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

CITY OF BREA

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day

CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

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

CONSULTANT

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CITY

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City Manager

**SECTION V**  
**SCOPE OF SERVICES**



## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.

**SECTION VI**

**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.

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

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: \_\_\_\_\_

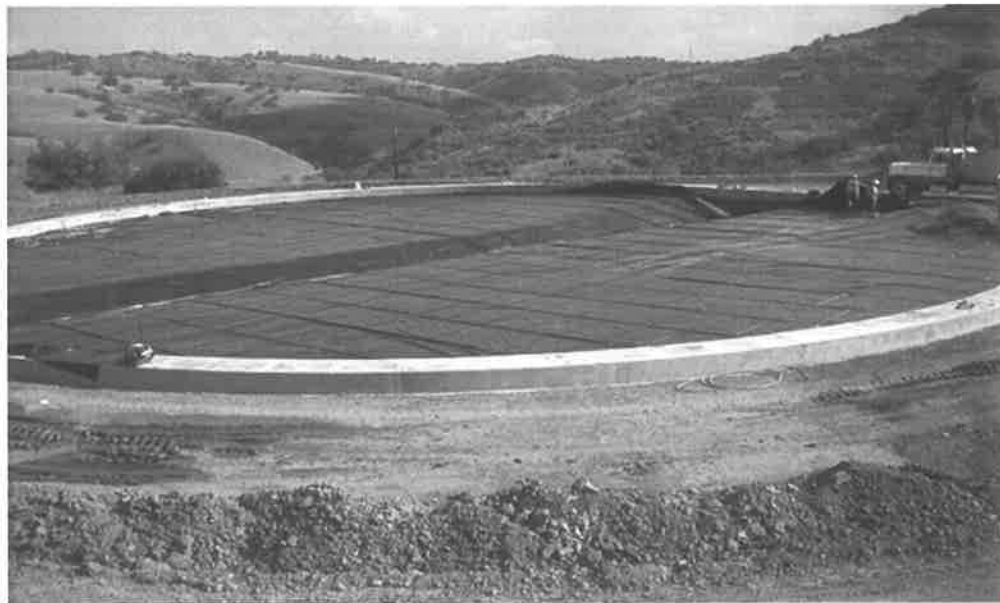
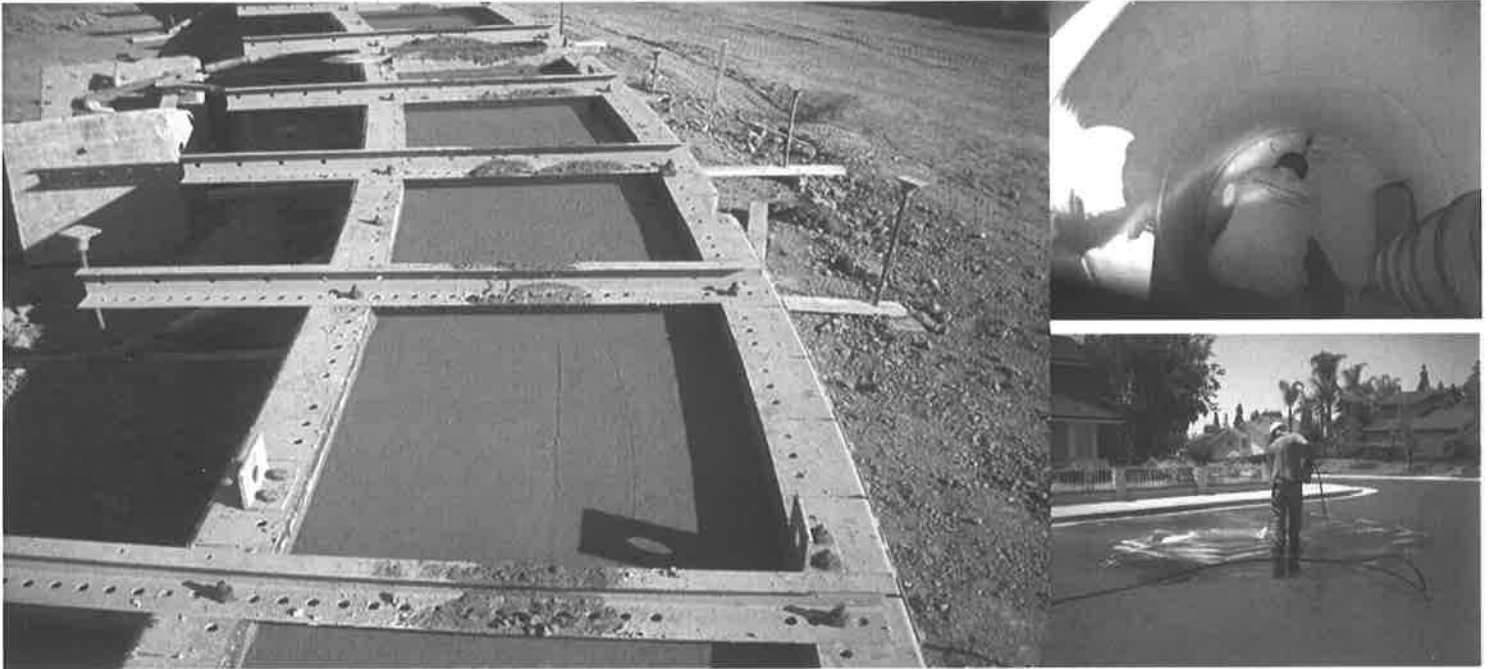
Title: \_\_\_\_\_

Prepared For

**EXHIBIT "B"**

# CITY OF BREA

Proposal for  
Construction Management & Inspection Services  
For FY 2013-2014



3333 Brea Canyon Road · Suite 120 · Diamond Bar CA 91765  
(909) 595-1940 · [www.gkandassociates.com](http://www.gkandassociates.com)





March 25, 2014

3333 Brea Canyon Road, 120  
Diamond Bar, CA 91765  
[www.gkandassociates.com](http://www.gkandassociates.com)

Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works / City Engineer  
Public Works Department – Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

RE: Proposal to Provide Construction Management & Inspection Services

Dear Mr. Consunji:

Thank you for allowing us the opportunity to, once again, submit our proposal to provide Construction Management and Inspection Services for City of Brea's Capital Improvement Program. GK & Associates is uniquely qualified to assist the City with construction management of their street improvements, traffic operations and safety, public facilities, potable and recycled water systems, sewer, storm water and community services projects.

Our CMs and Inspectors bring tremendous depth of knowledge, experience and understanding of Public Works construction projects. They are well aware of the challenges and are prepared to take them on and deliver the project on time, within budget and keeping all stake holders informed; and working collaboratively as a team ensuring that any challenges and complexities are managed ahead of time and in a manner that will keep public safety and the City's interest foremost in mind; while at the same time keeping residents informed as the projects proceed per plans and specs.

We would like to emphasize that based on our track record with the City in managing projects at the City of Brea we have saved the City substantial budgets, keeping effective management of time, budget and schedules. We assure you that we will perform the services in a professional manner, providing a quality project. GK & Associates is committed to complete the project within schedule and within budget.

I, Ghazala Khan, Principal-in-Charge, will be actively involved in this project. I will serve as client representative as well as participate in the over-all project management of this project to assure good quality control. I will make it imperative to fulfill the requirements of this project. My contact information is as follows

Key Contact: Ghazala Khan, Principal  
3333 Brea Canyon Road, Suite 120  
Diamond Bar, CA 91765  
909.595.1940 Office, 909.964.9932 Mobile  
[Gkhan@gkandassociates.com](mailto:Gkhan@gkandassociates.com)

Mr. Delfino "Chino" Consunji, P.E.  
City of Brea  
March 25, 2014  
Page 2 of 2

All information contained in this proposal is true and correct and shall remain valid for a period of not less than 90 days from the date of submittal. GK & Associates accepts all the terms and conditions outlined in the City's standard consultant services agreement, and can meet all insurance requirements made part of the agreement. We have received no addenda to this proposal – as none were issued.

We are looking forward to working on this prestigious project and we believe we bring the best pool of staff combined with the best service and best value for the contract.

Sincerely,

EC&AM Associates, Inc.  
dba GK & Associates



Ghazala Khan  
President

GK:kjd

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## EXECUTIVE SUMMARY

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GK & Associates, a corporation established in 2002, is a civil engineering, construction management and asset management firm focused on providing services to cities and agencies based in Southern California. Since inception, the firm has primarily and exclusively focused on providing public works construction management, inspection and asset management services. This focus has allowed us to nurture a group of 17 employees who are highly qualified construction managers and inspectors, particularly adept at managing civil works construction, including street rehabilitation projects, highway projects, paving, storm, curb and gutter, parking, and sewer and drainage facilities. Our growing list of clients, many of them repeat, is a testimonial to our qualifications and responsiveness. We have provided municipal services including CIP management, civil engineering, design, construction management, pavement management, inspection, and engineering plan checking services to many public agencies throughout Southern California. Our office is centrally located in Diamond Bar, California. We have no pending litigation, and the firm is financial sound and there are no plans for closure of our office.

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EC&AM Associates Inc. (dba GK & Associates)  
3333 Brea Canyon Road, Suite 120, Diamond Bar CA 91765  
Telephone: (909) 595-1940 Fax: (909) 595-1314  
Website: [www.GKandAssociates.com](http://www.GKandAssociates.com)  
Principal: Ghazala Khan, [GKhan@GKandAssociates.com](mailto:GKhan@GKandAssociates.com)

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GK & Associates prides itself on building a culture of responsiveness and representing clients' best interests. We take pride in representing our respective clients goals and needs. It is for that reason that we have been able to build a very prestigious client list as shown below:

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**Focus on Providing PM, CM and Inspection Services to Cities/Agencies in Southern California**

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<i>Construction Management</i>	<i>Construction Inspection</i>	<i>Staff Augmentation</i>	<i>Asset Management</i>
IEUA	Caltrans District 8	Caltrans District 8	City of Los Angeles
LADWP	City of Irvine	LADWP	City of San Diego
City of South Pasadena	City of Brea	City of South Pasadena	City of San Dimas
City of Downey	City of Norwalk	City of Downey	City of La Habra
City of Compton	City of Compton	City of Compton	City of Banning
City of Downey	City of Pico Rivera	City of Norwalk	City of Garden Grove
City of Norwalk	City of Glendale	IEUA	City of Los Angeles
City of Baldwin Park	City of Chino	City of Irvine	City of Victorville
City of Whittier	City of Downey	LABOE	City of Temecula
	Park Water Company		City of Glendora

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## **QUALIFICATIONS, RELATED EXPERIENCE & REFERENCES**

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### ***Overview of Qualifications***

GK & Associates is an organization of highly skilled and professional staff that has the collective experience of working with municipalities for over 80 years. Our team consists of Construction Managers, Inspectors, Plan Checkers, Civil Engineers, Traffic Engineers, and Infrastructure Asset Managers. We have been delivering excellent services and serving the specialized needs of our clients in a very efficient manner. With our group's diverse and specialized expertise and knowledge, we understand that there is a need to fulfill our obligations to our clients by offering the top quality service at a very reasonable price. As professional consultants we make it our job and responsibility to understand our client's specific needs and to focus on the successful delivery of the project, while keeping in mind community concerns. All of the senior group members at GK & Associates are very familiar with Public Works Projects. Our staff specializes in public works related design, civil engineering, traffic engineering, drainage plan checking, project management, asset management, and construction management services.

### ***Related Experience & References***

**City of Brea** - GK & Associates provides construction management and inspection services for numerous CIP projects throughout City of Brea. Our professional consulting services have included engineering design review, biddability and constructability review and construction management and inspection services for its capital improvement program. These projects have included improvements to Birch Street and Berry Blvd, Carbon Canyon Street Rehabilitation Project, and Lambert Road Rehabilitation project. In addition to street Rehabilitation projects, we have also provided construction and inspection services for several water main installations, and installation of new and existing replacement for wastewater and sewer pipeline projects. Some of the projects include private development in working with developers to build out several new housing communities throughout

Brea which includes installation and rehabilitation of existing and new pipelines, storm drain systems, ADA compliance, permit work, and the construction of a two million gallon reservoir including several pump stations and new sewer lines throughout different locations at the City of Brea.

Participation in such work by key personnel proposed for assignment to this project: Don Smedley, Cesar Ramirez & Craig Jents.

Contact Reference: Mr. Delfino "Chino" Consunji, PE  
Deputy Director of Public Works / City Engineer  
City of Brea  
1 Civic Center Circle, Brea, CA 92821  
(714) 990-7650

**Inland Empire Utilities Agency** - GK & Associates currently provides IEUA construction management, inspection services and has been providing services to the agency for over six years. Our staff provides a full range of services including contract administration, document tracking, monitoring and inspection of daily activities, coordination with design consultants on major re-design, change order tracking and negotiations, dispute resolutions, schedule monitoring, multi-agency coordination, review of payment requests, and construction meetings. RP-1, located in the City of Ontario near the intersection of Highway 60 and Archibald Avenue, is going through several major expansions to bring the facility to a capacity of 114 million gallons per day. The facility serves the cities of Ontario, Rancho Cucamonga, Upland, Montclair, Fontana and an unincorporated area of San Bernardino County. RP-1 plant expansion project includes construction of a new laboratory building, an expansion of the cogeneration facilities, a standby power system, improvements to the digester heating equipment and electric power distribution system and odor control facilities at the plant head works and primary clarifiers. RP-4 is a water reclamation plant which is designed to work in conjunction with RP-1 to provide reclaimed water to users within the service area of Regional Plants No.1 and 4. At this plant, solids are removed during the treatment process which are concentrated and then directed into an

aerobic digester where they become stabilized. Once stabilized, they are dewatered, and then trucked to the Agency's co-composting site by a contractor. In addition, RP-4 has the option of treating the solids off-site by returning the removed solids directly back into the sewer for eventual treatment at RP-1.

Participation in such work by key personnel proposed for assignment to this project: Mark Peterson

Contact Reference: Mr. David Mendez  
Deputy Manager Construction Management Services  
Inland Empire Utilities Agency  
6075 Kimball Avenue, Chino, CA 91708  
(909) 993-1622

**City of South Pasadena** - GK & Associates is currently providing the City of South Pasadena with professional consulting services including Construction Management and Inspection Services for its Capital Improvement Program. Current construction management and inspection efforts include construction of retaining walls on both high and low sides along the roadway, cold milling of existing pavement, construction of curb and gutter where there is no retaining wall, construction of gutterpan along proposed retaining wall on the low side and concrete swale along the high side, installation of Petromat and asphalt overlay, replacement of damaged portion of existing VCP sewer and reconnection of the sewer laterals, and construction of storm drain systems on the Hanscom Drive Street Improvement Project. We have simultaneously provided construction management and inspection services to include grinding and overlay, sidewalk repair, driveways and curb & gutter, cross gutters, raising manholes and utility covers, sign replacement, ADA compliance, striping, reconnection of parkway drains, repair of damaged sewer mains, waterline replacement, and traffic loops on Mound Avenue, Rollin Street and Moffatt Street Rehabilitation Projects.



In addition some of the other key projects have included rehabilitation projects including the Via Del Rey Emergency Project, Mountain View Street Improvement Project, Pasadena Avenue Phase I and Phase II Projects, Raymond Lane Alley Improvement Project, Hawthorne Lane Water Line Repair Project, and Marmion Way Street Improvement Project where GK & Associates lead construction management and inspection personnel have provided construction support for water mains and sewer pipelines, storm drain systems, and ADA compliance to name a few. Our goal is to make sure that these projects remain within budget and schedule as per the City's Plans and Specifications.

Participation in such work by key personnel proposed for assignment to this project: Jim Larrea

Contact Reference: Mr. Paul Toor, P.E.

Public Works Director

City of South Pasadena

1414 Mission Street, South Pasadena, CA 91030

(626) 403-7200

**City of Norwalk** – Approaching our 10<sup>th</sup> year GK & Associates is providing the City of Norwalk with Construction Management and Inspection services and has completed numerous CIP projects for City of Norwalk, including GASB 34 Compliance Valuation Services, Local Street Rehabilitation Projects. These projects were delivered within schedule and budget and keeping all local and federal compliance in place. These projects included citywide Curb & Gutter Repairs, Front Street Rehabilitation Project, Resurfacing at Carmenita Rd. & Rosecrans, LA County at Firestone Bridge Repair Project and Norwalk Arts & Sports Complex. Additional projects that we provided CM and inspection included slurry seal, adjusting valve boxes and manholes to grade, striping, markers and crosswalk, ADA compliance, curb & gutter and sidewalks. We also provided construction management and inspection services for traffic control and notifications, traffic loops, alley improvements, and city wide permit work on regular basis for the last ten years.

Additionally, GK & Associates is providing the City of Norwalk with Construction Management and Inspection services for the City of Norwalk Wellhead Facilities and pipelines, and on-going CIP construction support services. The facilities, which are federally funded, include the installation of Phase II of the Park Well Wellhead Facility and pipeline. The project duration lasted over two years and will significantly reduce the City's reliance on the water purchases from MWD. Our involvement on this project has spanned virtually every aspect of project implementation during construction, including overall project coordination, communication, construction management, scheduling, estimating, contract document reviews, value engineering, bidding and awarding, forecasting, preconstruction conference meetings, contract administration, field inspection, quality control contractor performance, document maintenance, storm water compliance, safety programs, document interpretation and review, permit work, labor compliance, change orders, progress payments, progress reports, material testing, equipment and system testing, start up, trouble shooting, federal funding reporting, and contract closeout.

Contact References:	Mr. Dan Garcia, P.E	Mr. Randy Hillman
	Former City Engineer	Engineer
	City of Norwalk	City of Norwalk
	12700 Norwalk Boulevard	12700 Norwalk Boulevard
	Norwalk, CA 90650	Norwalk, CA 90650
	Phone: 310-968-3067	(562) 929-5719

**City of Downey** – GK & Associates is currently providing a variety of construction management and inspection services for multiple CIP projects in the City of Downey. Past and current projects vary in size from minor traffic signal upgrades and modifications to City-wide Fiber Optic installations to full intersection and roadway widening. These projects include street rehabilitations, storm drain systems, major utility "undergrounding" and ADA compliance elements. When a project involves federal funding, GK & Associates' inspectors are responsible for maintaining field

compliance requirements as well as conducting federally mandated contractor/employee interviews for "end of project" and certified payroll audits. Quality assurance activities involve inspection of the work including Traffic Signal Upgrades, Street Lighting, A.C pavement, dry utilities, water, sewer, storm drain, curb and gutter, and sidewalks.

GK & Associates has worked on multiple projects for the City of Downey, including the Paramount Blvd. Fiber Optic Installation Project - Phase 1 & 2; the Florence Ave Fiber Optic City-Wide Installation Project, the Bellflower/Imperial Hw. Street Improvement and Utility Undergrounding Project and multiple traffic signal modifications and new installation projects.

Participation in such work by key personnel proposed for assignment to this project: Craig Jents and David Alcala.

Contact References: Mr. Edwin "Ed" Norris  
Director Public Works  
City of Downey  
11111 Brookshire Ave., Downey, CA 90241-7016  
(562) 904-7109

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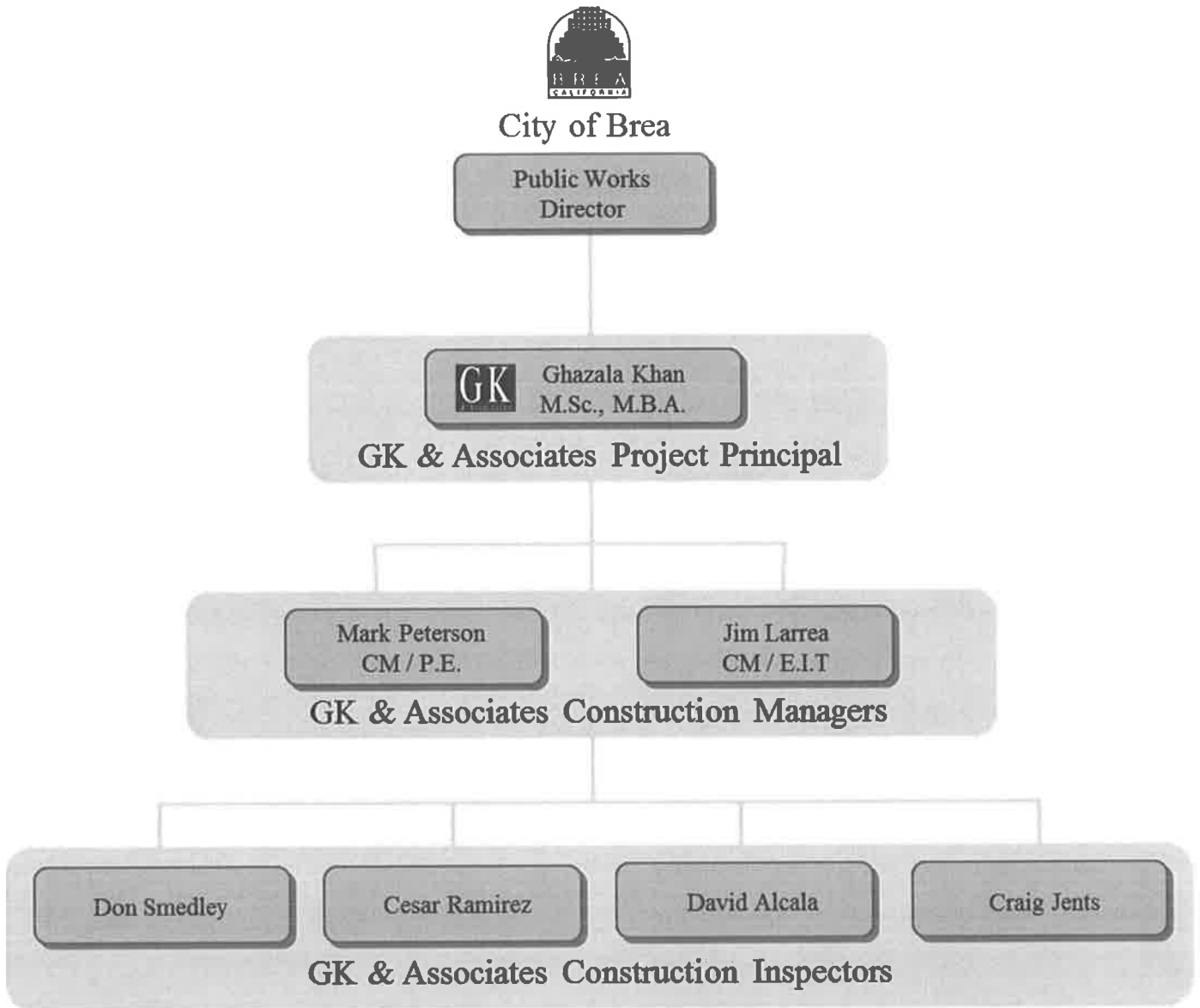
## **PROPOSED STAFFING & PROJECT ORGANIZATION**

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### *Staff Qualifications*

GK&A is pleased to provide an outstanding team and a custom tailored approach to help represent the City of Brea's best interests by providing public works construction management and inspection services for various on-call CIP projects thought City of Brea. GKA's portfolio of key inspection related services includes, but is not limited to construction management, construction cost estimating, constructability reviews, deputy inspection services, scheduling with knowledge of Primavera, VPM and CIPO, change order claims management, value engineering, Caltrans and Means Guide Rate Knowledge, experience with regulatory constraints that govern projects funded by AARA, Davis Bacon and prevailing wages, and experienced on CEQA and NEPA compliance processes.

*Organizational Chart*



Key personnel will be available to the extent proposed for the duration of this project and no person designated as “key” to the project shall be removed or replaced without prior written concurrence of the City.



**Project Principal**

**EDUCATION/TRAINING**

MBA, PKE, Presidential Key Executive Program Business Administration

MSc, Biology/Environmental Sciences

Construction Management Training

**MEMBERSHIPS**

APWA Board Member for Street and Technology

Registered Environmental Assessor

**INDUSTRY TENURE**

29 years

**Summary of Experience**

Ms. Khan has been directly involved in providing Program Management and Construction Management Support Services to municipal clients for over 29 years. These services have typically covered all aspects of construction contract administration for timely and successful project delivery. As such her experience includes: quality control inspection, cost and schedule control, document management, change order estimates and negotiations, claim resolutions, partnering/teambuilding workshops, interagency coordination liaison, community outreach, and dispute resolution.

Ms. Khan is currently working as principal-in-charge for Construction Management and Inspection services to the Inland Empire Utilities Agency which includes providing in providing Construction Managers, Inspectors and Engineers for managing construction of CIP projects at RP4 and RP1. She is also providing asset planning and management, asset valuations, infrastructure condition assessments, and business process improvements for Los Angeles Department of Water and Power. Ms. Khan was also the project manager for City of San Diego, Water Department that includes developing asset hierarchies, updating asset inventories, creating comprehensive asset registers, determining asset criticality and establishing asset replacement values.

**Relevant Project Experience:**

**Inland Empire Utilities Agency:** Construction Management Services which includes their RP-4, RP-1 facilities including pump stations, reservoirs, and several pipelines located in the agency’s jurisdiction.

**City of Brea:** CM and inspection services for reservoir, pump station, and street rehabilitation.

**City of Downey:** CM and inspection for street rehab, traffic signal update and new construction.

**City of Glendale:** Construction management and inspection services for traffic signal updates including installation of fiber optic cameras throughout the City.

**City of South Pasadena:** Currently managing construction management and inspection services for water, sewer, street including curb/gutter and sidewalk projects.

**City of Bradbury:** Asset inventory, condition assessment, asset valuations and replacement planning, and interdepartmental coordination related to GASB 34 compliance work.

**City of Pico Rivera:** Principal-in-Charge for construction and inspection services for infrastructure projects. Provided engineering staff augmentation for Water, Engineering and Maintenance Depts.

**City of Lancaster:** Project management and inspection services for City wide projects including street rehabilitation, development projects and traffic signal updates.

**City of Whittier:** Construction management services for several water and sewer pipeline projects, and construction management services for replacement of water pipeline projects.

**City of Baldwin Park:** CM services for street rehabilitation and construction of Teen Center.

**City of Diamond Bar:** Construction management for the construction of Community Center.

**City of Temecula:** Program/construction management for Temecula Medical Building,

**City of Compton:** CM services for street rehabilitation and traffic signal upgrades.

**City of Norwalk:** Construction management services for street rehabilitation and pump station

**City of Colton:** City Museum constructability review and contract claim review and resolution services, right-of-way negotiation services and field investigation for the widening of Fairway Avenue.

In addition, she has managed construction management and inspection services for Missing Link Project, on several streets involving project design with sidewalk, curb and gutter.

**City of La Habra:** Water and wastewater system inventory and detailed condition assessment.

**City of Whittier:** Construction management services, including contractor claim review.



## MARK PETERSON, P.E.

### Construction Manager / Project Manager

#### EDUCATION/TRAINING

B.S. in Civil Engineering,  
Brigham Young University,  
Utah

Environmental Health  
Specialist, US Army

Licenses/Registrations  
Professional Engineer, Nevada  
& Utah

#### INDUSTRY TENURE

30 years

#### Summary of Experience

Mr. Peterson has more than 30 years of Professional experience in public and private sector facilities, planning, design, and construction management. His public sector design and CM experience includes major streets, water and wastewater treatment facilities, pipelines, and pumping stations. His diverse engineering construction experience has given him great insights into project constructability and biddability issues and challenges faced by owners, engineers, and contractors in completing projects on time within budget, while avoiding construction claims. He is also a Primavera trained scheduler.

His experience includes managing staff, budgets, schedules, design contracts, and construction contracts in both the public and private sectors. He is knowledgeable in the all aspects of construction project management and responding to contractor RFIs, RFD's and submittals, also in processing contractor invoices for payment, ensuring the completion of materials testing as well as other duties. Most every project also involved street resurfacing, the construction of median islands and other concrete improvements, the installation of landscaping and irrigation, street lighting and streetscape enhancements on large water and sewer projects.

#### Relevant Project Experience

**Philadelphia street, City of Ontario:** This project included replacing entire street pavement with asphalt resurfacing, pavement restriping and other affiliated structures due to a new pipeline project, which was roughly 500 feet section of replacement of streets and Curb, Gutter and Sidewalks.



**Pine Street, City of Chino:** Work included reconstruction of street and street replacement, including curb, gutter and sidewalk roughly 80 ft long... along with landscaping, irrigation and bringing in utility lines from underneath the existing medians.

**Euclid Ave, City of Chino:** Work included mile and one half long street replacement from Kimball to Pine; Street resurfacing, pavement restriping markers, medians, landscaping, irrigation, included material testing responsibilities as well.

**Summerland Parkway:** Work included replacement for a total of 5 miles Long Street for a major reclaimed waterline project. Work included replacing and resurfacing an asphalt road, concrete medians and sidewalk and many services off reclaimed waterline went through median. Also included landscaping, irrigation, material testing and street scaping.

**Rampart Blvd.:** New Street. Rampart Blvd. under Summerland park way about 5 miles long, 120 ft wide, \$1.5 billion project.

**Horizon Way, Horizon Ridge Pkwy:** these streets rehabilitation involved reconstruction with asphalt and concrete material with 120 ft. of right of way. The project included curb, gutter and median construction along with landscaping and street lighting. They were existing streets that went through resurfacing/rehabilitation roughly 20 miles long.

In addition he has provided Construction Management for Doha North Sewerage Treatment & Associated Works a \$2.5 billion project involving wastewater treatment facilities. A 20-mile sewer main and 2 major pumping stations. Costs, and cut sheets) services for the McCullough Lateral, a \$1.5 billion project. Project Manager/Technical Leader for construction phase services for a project at the Nevada Test Site that include Requests for Information (RFI's), shop drawing reviews, construction meetings, specialty inspections, and as-constructed drawings for two projects one 22,000 feet and the other 26,000 feet of water line.



**JIM LARREA**  
**Construction Manager / Project Manager**

**EDUCATION/TRAINING**

B.S. - Civil Engineering,  
 California Polytechnic  
 University, Pomona, CA

**MEMBERSHIPS**

Society of Hispanic Engineers  
 ASCE

**INDUSTRY TENURE**

15 years

**Summary of Experience**

Mr. Larrea is a project manager and resident engineer with more than 15 years of experience with civil infrastructure projects. He has served as construction manager, engineer, inspector, estimator, and purchasing agent for commercial, industrial, and public works projects including freeway and bridge rehabilitation, street improvements, water and wastewater systems. His experience includes reviewing plans, documents, specifications, submittals, invoices, RFIs, change Orders, and health and safety plans. Mr. Larrea has been responsible for project documentation from design to

final sign-off, including cost estimates, project scheduling, project set-up, records management, and invoice processing. He has designed, submitted and monitored storm water and water pollution control plans, reviewed and submitted monthly invoicing to Caltrans and other municipalities, and has prepared CPM scheduling using Primavera software

**Relevant Project Experience**

**Contract Title:** Pasadena Avenue Street Improvement

**Agency:** City of South Pasadena

**Project Description:** Street improvement project included 8” PVC sewer, cold milling of existing asphalt, installation of Petromat, AC overlay, removal and replacement of existing curb & gutter, construction of sidewalks, driveways, and bike lane striping.

**Contract Title:** City-wide Traffic Signal Upgrade

**Agency:** City of Compton

**Project Description:** Traffic signal upgrade project: assess signals including the poles and software that controls the signals timing and lights. Rehabilitation and replacement of approximately one-third of the City's over one hundred traffic signals. The upgrade will also provide the capacity to connect with the overall county wide traffic management plan. This is a federally funded project.

**Contract Title:** 10 Fwy at Kellogg Hill Pavement rehabilitation, Covina, Pomona CA

**Agency:** Caltrans

**Project Description:** Remove and replace existing concrete panels with fast setting hydraulic cement.

**Contract Title:** 60 Fwy Rehabilitation, Ontario and Chino, CA

**Agency:** Caltrans

**Project Description:** The project consisted of removing and replacing approach and departure slabs on 12 bridges, removing and replacing concrete panels using fast setting hydraulic cement, removing and replacing asphalt on freeway shoulders and on/off ramps, overlaying bridge decks with methacrylate and grinding existing and newly placed rapid set concrete.



**DON SMEDLEY**  
**Senior Construction Inspector**

**EDUCATION/TRAINING**

Cerritos Community College  
 AA Degree

Los Angeles Trade Tech  
 - Construction focus on  
 masonry and cement

CA B-1 License

**INDUSTRY TENURE**

35 years

**Summary of Experience**

Mr. Smedley brings over 35 years of construction experience: 12 of which he served as Inspector and Construction Manager for public works sewer replacement and water distribution, storage and treatment plant facilities, 18 years as Masonry/Cement Contractor, and 17 as a General Contractor with a California B-1 License. With this breadth of experience comes the ability to supervise others, oversee daily construction, handle material purchases, allocate labor cost, schedule subcontractors, maintain timelines, stay on budget and conduct regular safety

meetings. He has precise document skills, is computer savvy and is mathematically qualified.

During his tenure as an inspector he has overseen numerous public works projects (some Federally Funded) which include sewer installs, water and storm drain piping, curb & gutter PCC paving, irrigation, rehab of sewer and water lines, asphalt paving, water main replacement, sidewalk removal and replacement, pedestrian ramps, street rehab, booster pump & reservoir rehab and water plant treatment facility ISEP and GAC treatment process. His experience includes:

**Relevant Experience**

**City of Brea** - Project Description: Inspection Services for a number of CIP projects throughout the City of Brea that involve inspecting the installation of several water pipelines, wastewater pipelines and water mains. Also because there several new housing communities throughout Brea Mr. Smedley inspection includes installation and rehabilitation of existing pipelines, storm drain systems and the construction of a two million gallon reservoir including several pump stations and new sewer lines throughout different locations in the City of Brea.

**City of Monterey Park** - Project Description: Transit Center at E.L.A.C. Resident inspector for all public works including: installation of new sewer, water and storm drain piping, curb & gutter PCC paving. Provided inspection for several water main replacement projects in the City of Monterey Park: Lincoln Avenue from Langley Way to El Repetto Dr., Garvey Avenue from Electric Avenue to Atlantic Blvd., and Atlantic Blvd. from Garvey Ave. to Newmark Ave.

**City of Alhambra** - Project Description: Inspection of 2500 LF D.I.P. rehab water lines/asphalt paving and 2500 LF rehab sewer lines.

**City of Burbank** - Project Description: (Federally Funded Project) Inspected and oversaw the sidewalk removal, replacement and install of pedestrian ramps.

**City of Duarte** - Project Description: (Federally Funded Project) Provided oversight and inspection services for the Huntington Drive Street Rehabilitation Project.

**Otay Water District** - Project Description: Served as inspector for this 5200 LF D.I.P. 12" transmission pipeline/asphalt paving project.

**City of Arcadia** - Project Description: Provided oversight and inspected the Huntington Drive Rehab Project.

**Suburban Water Systems** - Project Description: Provided inspection service for the booster pump and reservoir rehab, 210 plant & 110 plant.

**City of Chino** - Project Description: Provide inspection services for the Eastside Water Treatment Plant and the Benson Plant Water Treatment Facility, ISEP and GAC treatment process.

**City of Downey Water Department** - Project Description: Built a new pump station facility for the City as a general contractor.

**City of Sonoma** - Project Description: Construction and managing curb and gutter and sidewalk repairs throughout the City.

**City of Avalon** - Project Description: Construction and managing curb and gutter and sidewalk repairs throughout the City.



# CESAR RAMIREZ

## Construction Inspector

### EDUCATION/TRAINING

B.S. Civil Engineering  
Santo Tomas De Aquino  
University

Business Admin. Specialist  
El Rosario University

Geothermal Energy Course  
Kyushu University, Japan

### INDUSTRY TENURE

25 years

### Summary of Experience

Mr. Ramirez has over 25 years of extensive experience in diverse civil engineering projects. He is experienced with the inspection of water mains, pipelines, water tanks, and pressure reducing stations. His experience includes sanitary sewers, sewer lift stations, utilities, grading, street, curb, gutter, sidewalk, reinforced concrete, public improvements projects, and bridges. He has conducted site safety meetings, supervised pavement construction, and reviewed contractor's compaction test procedures, shop drawings, material specifications, and

traffic plans. He is also experienced in budgeting, reviewing and estimating contractor's change order requests, and negotiating change orders prices and schedules.

### Project Experience:

**City of Compton, CA:** Performed inspection of street rehabilitation including grading and sub grade preparation for PCC paving and ARHM paving, bus pads, curb and gutter, street light and traffic signal installation, concrete median installation and irrigation and landscaping installation. Provided coordination with residents, businesses, and utility agencies.

**City of Baldwin Park - Project Description:** Performed inspection of CDBG / ARRA funded Street Improvement projects including inspection of curb, gutter, sidewalk, asphalt, slurry seal, ADA compliant handicap ramps, street lighting, signal loop detectors, and street trees.

**City of Las Vegas - Project Description:** Inspection of highway construction

**City of Lake Forest - Project Description:** Inspected Asphalt Overlay of residential streets

**City of Buena Park - Project Description:** Inspected Pavement Removal & Replacement of driveways, sidewalks, and apartment works.

**City of Ontario** - Project Description: Inspected the installation of 17,440 LF of 24" CML/C water pipe and 5350 FL of 42" CML/C water pipe, including directional drilling under two railroad tracks and the 60 freeway. Inspected the installation of 3,280' of 42" water main and the construction of two pressure reducing stations.

**City of Chino** - Project Description: Inspected College Park CIM Improvements & Relocation Plan including 4,024' of 24" C 900 domestic water line, 7,961' of 18" C 900 domestic water line, and 6,062' of 18" C 900 well line.

**GSWC, West District** - Project Description: Construction inspection of two 1.5 MG Steel tanks, yard piping & demo of existing. Installation of 8" & 12" CI water mains.

**Jurupa Community Services District** - Project Description: Installation of sewer & water mains for at least 30 tracts in Eastvale Gateway.



**DAVE ALCALA**  
Construction Inspector

**EDUCATION/TRAINING**

California State University,  
San Bernardino (pending)

Westech College, Pomona

TSOS, Transportation  
Professional Certification  
Board Operations Specialist

Microsoft Office  
CAD Drafting; AutoCAD

Microstation & TerraModel  
Synchro and SimTraffic

**INDUSTRY TENURE**

23 years

**Summary of Experience**

Mr. Alcala has over 21 years of experience inspecting the construction of electrical systems for street lighting, traffic signals, communication systems and design. His experience includes high and low voltage electrical construction and maintenance, including traffic signal installations and modifications, traffic signage, street improvements, street lighting, and fiber optic cables and conduit. He has attended various MTA and ITS sponsored traffic related classes and workshops in 170 Controllers, Traffic Signal Timing and Traffic Signal Operations.

His experience includes installation of fiber optic communication conduit, cable, splice vaults, pull boxes and field communication facilities. He has been responsible for installing and modifying traffic signals, including video detection systems, fiber optics and other equipment for various cities in LA, Orange, San Bernardino and Riverside Counties.

Mr. Alcala’s past responsibilities have included the review of plans and specifications for code, accuracy, completeness and constructability. He has responded to requests for information (RFI), change orders, shop drawing reviews, schedule observation, and project oversight. His specific projects include:

**City of Downey** – Project Description: Mr. Alcala provided inspection services for projects vary in size from minor traffic signal upgrades and modifications to City-wide Fiber Optic installations



to full intersection and roadway widening. These projects include street rehabilitations, storm drain systems, major utility "undergrounding" and ADA compliance elements. When a project involved federal funding, Dave was responsible for maintaining field compliance requirements as well as conducting federally mandated contractor/employee interviews for "end of project" and certified payroll audits. Quality assurance activities involved inspection of the work including Traffic Signal Upgrades, Street Lighting, A.C pavement, dry utilities, water, sewer, storm drain, curb and gutter, and sidewalks.

**City of Glendale** – Project Description: Multiple CIP and Private Development Projects. Mr. Alcala provided inspection services for multiple projects varying in size from minor traffic signal modifications and roadway widening to larger street improvement and related infrastructure upgrades. These projects include street rehabilitation, storm drain and sewer installation and repair. All of these projects have included utility "undergrounding" and/or relocation as well as ADA compliance elements. Projects include the Metrolink At-Grade Crossing Road Widening and Facility Upgrades at several locations, the Acacia Street Sewer Replacement & Improvement Project, two major repaving projects - Central Avenue and Brand Avenue - and multiple traffic signal modifications and new installation projects.

**County of Riverside** – Project Description: Mr. Alcala inspected and observed the installation of the F/O conduit, vaults, manholes, pull boxes and cable for Riverside County Information Technology. This project connected several county buildings including the DA's office, courthouse and jail. Mr. Alcala has also worked on the construction and modification of numerous intersections within the City of Riverside in coordination with this project.

**City of Irwindale** – Project Description: Mr. Alcala inspected the installation of a new traffic signal system with video detection and CCTV as well as railroad preemption. This project included cabinet setup, timing upload and interconnect system installation.



# CRAIG JENTS

## Construction Inspector

### TRAINING

Courses and Seminars related to Public Works

### INDUSTRY TENURE:

35 years

### Summary of Experience

Mr. Jents has over 35 years' experience of inspection of public works C.I.P. projects. In fact, he retired from City of Anaheim as their Senior Construction Inspector. He is experienced with performing numerous street improvement projects including raising medians, landscaped medians, street resurfacing and sewer/water projects and street widening and signal modifications. Craig has been responsible for many street rehabilitation projects which have included R & R, Slurry type II, asphalt, concrete work

and several new and existing street overlay projects.

Craig has coordinated the scheduling of work between developers, contractors, city departments and private inspection agencies. In his years as Construction Inspector he was responsible for Federal Projects, City contracts, utility permits, all private and public right-of-way, on-site grading, cost effectiveness of a project, progress payments to contractors, keeping daily diaries, corresponding with contractor and other City departments and ensuring public safety on the job site and surrounding streets. Craig also has extensive experience installing new Traffic poles, conduits, signal heads, pedestrian heads and rewiring intersections.

### Relevant Experience

**City of Brea** – Project Descriptions: Multiple Projects Including: Residential Street Rehabilitation Projects, Central Avenue & Brea Boulevard Intersection Improvement & Birch Street Median Improvements. Mr. Jents provided inspection services for right turn pocket construction and intersection signal upgrade and modifications. In addition, he has been responsible for many street rehabilitation projects including remove and replace, ARHM, concrete work, Slurry (REAS type II),

and several street overlay projects. He has also inspected several new home construction tracts for sewer and water main installation, and inspected 12” water transmission line for the City.

**City of Anaheim** – Project Descriptions: Responsible for major City contracts of several million dollars, updating existing traffic signals, inspecting new signal installation. The projects included construction of new streets, (ARHM) Asphalt, REAS type II Slurry and concrete work. Mr. Jents was responsible for Federal Projects, City contracts, utility permits, all private and public right-of-way work, on-site grading, project cost effectiveness, keeping daily reports and interacting with all City departments to ensure public safety on the job site and surrounding streets. His experience at the Lincoln & State College intersection included widening and signal modification, installing new poles, conduits and rewiring the intersection. Craig is experienced in working with contractors as well as public and Federal agencies.

**City of Burbank** – Project Descriptions: Safe Route to School & I-5/SR-134 Congestion Management Project. Mr. Jents was responsible for the inspection of installation of new poles, conduits, signal heads, pedestrian heads and rewiring intersections. This project involved replacing and rehabilitating Street reconstruction as well on sections where the new poles were installed.

**City of Garden Grove** – Project Descriptions: Brookhurst Triangle Sewer Project. Craig provided inspection services for the construction of this project which included construction of 15” to 18” VCP sanitary sewer pipes and replacement of a 14-inch water main. His experience also includes inspection work of the Trask/Haster water and sewer project. Street rehabilitation including grind and overlay replacement of AC in staged lifts.

**City of Whittier** – Project Descriptions: Mr. Jents provided inspection for major City Streets including widening, removal and replacement of AC sections. Slurry seal type I and type II and restriping of streets. In addition to street AC overlay project he also provided inspection for the 8” VCP sewer replacement project.

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## **DETAILED WORK PLAN**

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### ***Project Management ~ Time & Resources***

Every single project at GK & Associates starts with a detailed Project Management Plan (PMP). Among others, major components of the PMP include project schedule, task by task budgets, manpower assignments, project coordination and communication procedures, sub consultant roles and responsibilities, project filing/documentation procedures, QA/QC requirements, and a risk register, which identifies potential risks, risk triggers, and mitigation measures. For construction projects, templates for daily reports and weekly project meeting agendas are also included. We will utilize VPM (Virtual Project Manager) for City of Brea's construction projects, which is a web-based platform for monitoring schedules (Microsoft Office or Primavera P6), budgets, and earned revenue reporting. It can also interface with daily reports, progress photographs and other construction information. This information can be made available electronically to all stake holders.

One major purpose of the planning we do as part of the PMP described above is to assure that adequate time and resources are available to meet project deadlines. If the risk register identifies resource or schedule risks, appropriate measures are also clearly identified to mitigate those risks. Based on our previous experience with the City of Brea staffing we have identified for these services, we are fully dedicated to meeting project demands based on the approach we have outlined. In doing so, we have looked at our workload and resources to assure no conflicts exist to divert staff from this project.

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## PROJECT UNDERSTANDING & APPROACH

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### *Project Understanding*

The City of Brea is seeking a qualified consultant to provide Construction Management and Inspection services to assist with the City's Capital Improvement Program. Such programs will include street improvements, water improvements, storm drain improvements, sewer improvements facility improvements, community facility district improvements, and traffic safety enhancements. Additionally there will be ongoing annual projects such as slurry seal, sewer mainline relining, sidewalk replacement and miscellaneous water improvements.

In summary, the construction management services will include Pre-Construction phase such as constructability review of project plans and specs, prepare and maintain project schedule, packaging bid documents; Construction Phase including arranging preconstruction meetings, prepare meeting minutes and agendas, keeping on schedule, weekly progress meetings, submittals, RFIs, change orders, time & material, develop cost control system, coordinate services and requests for interpretation, implement job safety procedures, track quantities, monitor compliance with prevailing wage regulations and federal and state grant funding requirements; and Post Construction duties including final inspection, prepare punchlists and monitor follow through, secure appropriate documentation as required in contract documents, process final payment and release of retention and, finally deliver project files to the City.

Typical duties and responsibilities of the Construction Inspector shall include, but are not limited to: Provide inspection of street lighting, traffic related work, and public utilities/water projects inspecting workmanship and materials in a variety of projects including pipelines, booster stations, wells and storage reservoirs. Ensure conformance to plans and specs; Review and interpret plans, specs, construction progress schedules, soil compaction and materials testing certifications; keep photographic log of before, during and after construction; Attend and participate in pre-construction

and weekly progress meetings; direct and notify construction contractors regarding non-compliance and corrective compliance; maintain daily reports, data for change orders; Monitor compliance with City's Ordinances and contractor's utility coordination; Coordinate mitigation on construction impacts with contractor, City and others; prepare and provide as-builts, recommendations for progress payments, preliminary and final punch lists; Ensure contractors submit certified payroll reports; and upon project completion conduct final inspection and close-out encroachment and construction/excavation permits.

### ***Scope of Work***

Our scope of work is focused on delivering project management, construction management, and inspection services in accordance with City of Brea's requirements. We are fully prepared to fill all of the City's needs as outlined above and have summarized below some of the elements of our approach which have broader implications in fulfilling your expectations.

### ***Guiding Principles***

In describing our approach to various services required by the City we begin, below, with some of the overriding principles which will guide our services to you.

- Skilled, thorough, and professional management and inspection of construction activities related to the as-needed project management, construction management, and inspection services for improvements identified in the RFP.
- Regular communications with the City's Project Manager, contractors, subcontractors, and other stakeholders.
- A communications directory will be maintained and up-to-date between our staffs, city departments, state, local, federal regulatory agencies, design consultant, city's project manager, contractors, subcontractors, and other involved parties.

- A “preventive” change order and construction claims mitigation process which anticipates construction issues before they surface as problems.
- A change order resolution process which is objective, fair, consistent and efficient and one that maintains a “partnered” approach to problem resolution.
- Timely resolution of all RFIs and identification of their collateral impacts on construction costs and schedule.
- Sensitivity to surrounding community issues and maintenance of needed exchange of information with the developer and City.
- A computerized document management system which allows for ready access to daily reports, construction agenda and meeting minutes, RFIs, change orders review and negotiation documents, and communication with project stakeholders.
- A fully documented quality assurance program which incorporates all applicable construction quality standards.
- Strict adherence to job site safety standards, including safety awareness discussions in all weekly construction meetings.

## *Approach*

### **1. Pre-Bid Procedures and Evaluations**

GK & Associates will conduct pre-bid conferences to familiarize bidders with the bidding documents, management techniques and any special systems, materials or methods. We will establish bidding schedules, prepare and place notices and advertisements to solicit bids, issue bidding documents to bidders.

We will include master schedules in each set of bidding documents. Also we will ensure that all contracts for construction are competitively bid and advertised as required by law. We will be available to answer any questions the City might have related to our review and support the City in selection of the contractor.

## **2. Pre-construction conference**

GK & Associates will lead the preconstruction conference involving the contractor, City staff, design engineer, and other stakeholders to discuss construction schedule, sequencing, construction safety issues and regular communication and coordination topics. At the meetings, our construction manager will provide the contractor with construction management plans and discuss the role, interaction and communication protocol between the construction contractors, the construction manager, the design consultants, the program manager, the City staff, and residents/property owners/business owners.

An agenda will be distributed by GK & Associates to all participants in advance of this conference. The conference will address dispute resolution process, transmittal, cataloging and monitoring of RFIs and project submittals, including requests for substitution. In support of the city staff and the design engineer, GK & Associates will answer any questions by the contractor regarding construction documents, inspection procedures, and job coordination requirements. GK & Associates will also distribute, and seek input on, a proposed standard agenda for weekly construction meetings.

## **3. Project kick-off meeting**

This meeting is intended to introduce GK & Associates project team with the City staff and to address any questions dealing with scheduling, monitoring, progress payment reviews, change order mitigation process, and other topics of importance to the City. At City's request, GK & Associates will submit our detailed construction inspection and jobsite safety plan covering the following elements:

- Identification and role of project staff
- Site safety procedures
- Standard agenda for weekly construction meetings and monthly progress review meetings
- Standard template for daily field notes



- RFI transmittal and review process
- Submittals and substitutions review process
- Dispute resolution process
- Routine coordination and communication requirements
- Earned value reporting and contractor progress payment review process

#### **4. Weekly construction meetings**

GK & Associates will hold weekly construction meetings with contractor to discuss various project activities, job safety issues, construction progress and construction issues. In each of these meetings, construction schedule will be reviewed to chart the progress made to date and to discuss activities for the following week. GK & Associates will prepare minutes of each meeting for distribution to the contractor and the City.

#### **5. Monthly progress meetings**

GK & Associates Project Manager will attend these monthly meetings with the City staff. The purpose of these meetings is to report to the City on-going construction issues including job safety, schedule, project completion, contractor payments requests and potential change orders. Our experience has shown that these meetings are more productive when held immediately following the contractor's monthly payment requests. One of the most critical elements of these meetings will be the discussion of contractor's earned value vs. project schedule. Any topics of importance to other stakeholders would be brought up in these meetings. Minutes of the monthly meetings will be prepared and submitted to the City within 72 hours of each meeting.

#### **6. Progress payments**

On a monthly basis we will review contractor earned value report and progress payment request. We will recommend to the city an appropriate payment based on our assessment of progress to date. Any disagreement between contractor's claims of job progress vs. our assessment will be highlighted and resolved on a timely basis.

## **7. Project management and inspection**

GK & Associates will provide construction management and inspection staff, as noted earlier, for the following activities for the duration of various projects as required by the City.

- Day to day construction management, field inspection, and necessary material testing of all construction activities through the project duration.
- Point of contact to address and resolve all project concerns and requests by residents, property owners, businesses, others, and City
- Preparation and submittal of weekly and monthly reports
- Construction completion and contractor payment request reviews
- Review of project submittals and substitution requests
- Review and preparation of potential change orders
- Provide project's constructability review
- Meetings with the City related to construction inspection and management activities
- Coordination with other project participants
- Preparation of record drawings
- Monitoring of contractors safety and traffic control plans
- Monitoring and certification testing, disinfection tie-ins and start ups
- Provide closeout services
- Maintain daily reports regarding construction activity

## **8. Construction photos**

GK & Associates will be responsible for taking construction photos in digital media, capturing all critical activities. These photos will be properly catalogued and submitted to the City as part of the permanent construction record.

## 9. Contract Record Drawings and Final Report

Based on marked up drawings, capturing all construction related changes by the contractor, GK & Associates will deliver to the City one complete set of Mylar prints depicting as-built conditions. The markups will be kept current as the project proceeds.

We will prepare and submit to the City a final report which will summarize and discuss the performance of the contractor, contract changes including final cost and schedule revisions, and final resolution of significant contract issues.

## 10. Maintenance of Documents

Our construction manager will keep one record copy of all plans, drawings, specifications, and other contract documents for the project including addenda, change orders, submittals, shop drawings, transmittals, technical manuals, and reports on site at all times during the progress of the project. We will make records available to the program manager, design engineer, and city personnel within 48 hours if requested.

## 11. Change Order Management

Change orders are a part of every construction project. However, a quality construction inspection

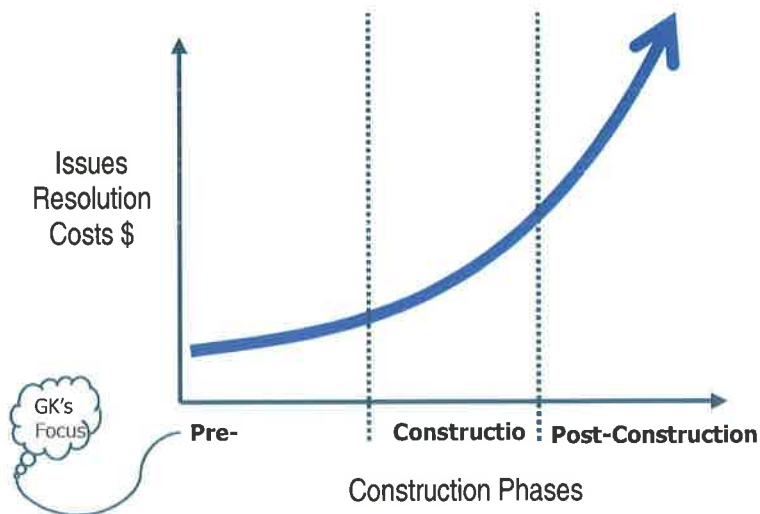


Figure 1. We will resolve issues before they become bigger problems

process, led by a seasoned construction manager, can mitigate the collateral impacts of change orders and eliminate any construction claims.

Our experience tells us that timely issue resolution prevents small construction issues from morphing into bigger problems. Figure 1

demonstrates this reality in

terms of issue resolution costs over various project phases. Our approach to this process is preventive. It is based on anticipation of construction issues before they become bigger problems. We do that through continuous charting of construction activities *before* initiation of these activities; thus staying several steps ahead of the contractor.

Figure 2 illustrates our step-by-step approach graphically.

We also focus heavily on dealing with charge orders with a sense of urgency, because a delayed response can morph small change orders into big ones, with potentially bigger claims. In that context, we will be tracking the project construction schedule diligently so any appropriate time extension requests by the contractor are dealt with in a

timely manner. It is our experience that a predominant number of construction claims result directly from tardiness or inaction in addressing contractors' claims for time extension.

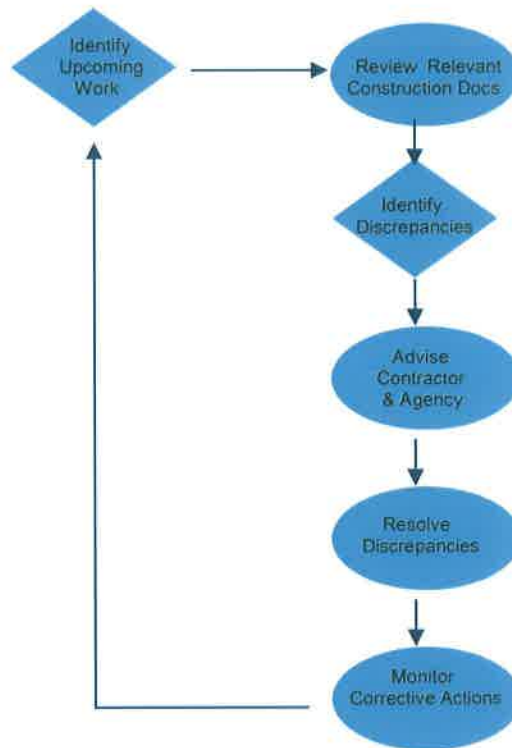


Figure 2. Our Cyclical Inspection Process Anticipates Trouble Spots to Mitigate Construction Claims

For each change order, we will prepare our own independent construction cost estimate for comparison with the contractor’s estimate. These estimates will then become the basis of change order negotiations. Any disagreement on change order pricing will be resolved before we submit our recommendation to the City. Figure 3 shows our approach for the change order review process graphically.

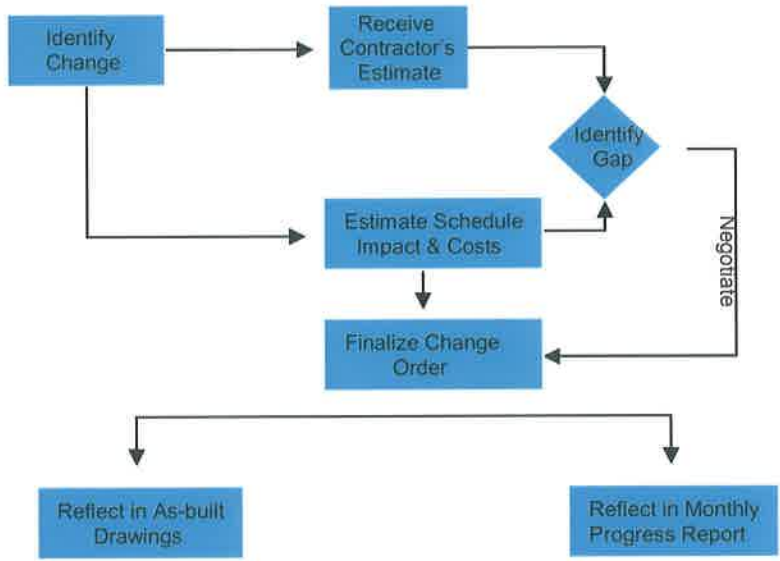


Figure 3. Our Change Order Review Process keeps you in full control

**12. Office Support, Project Management and Administration Assistance**

This task covers all the project management and administrative activities provided by the “home office” staff of GK & Associates. The effort by Ghazala Khan, who will serve as the project manager, and office administrative and clerical staff in support of our field inspector is included in this task. As project manager, and company principal, Ms. Khan will make sure that our field work is being performed, monthly meetings with the city staff, and will support our resident engineer and field inspector in coordination and communication of some of the critical aspects of the project with various stakeholders.

# FEE PROPOSAL – CITY OF BREa



3333 Brea Canyon Road, Ste, 120  
 Diamond Bar, CA 91765  
[www.gkandassociates.com](http://www.gkandassociates.com)

## GK & ASSOCIATES STANDARD HOURLY RATE SCHEDULE FYE 2014

EFFECTIVE FOR ONE YEAR FROM SIGNED CONTRACT DATE

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal	\$191	Senior Building/Inspector	\$111
Project Director	\$155	prevailing wage	
Project Manager	\$145	Building Inspector/Checker	\$105
Project Engineer	\$134	Permit Specialist	\$83
Construction Manager	\$134	Code Enforcement Officer	\$73
Scheduler	\$119		
Designer	\$109	Survey Manager	\$105
Draftsperson (CADD)	\$103	Survey Analyst	\$93
Senior Inspector	\$95	3-Man Survey Crew	\$217
Inspector	\$85 ←	2-Man Survey Crew	\$201
Engineering Aide/Administration	\$78	1-Man Survey Crew	\$181
Expert Witness	\$387		
Financial/Engineering Analyst	\$88	Traffic Engineer	\$140
Sr. Plan Check Engineer	\$105	Associate Traffic Engineer	\$98
Jr. Plan Checker	\$88	Geotechnical Engineer	\$150
Building Plan Check Engineer	\$103	Administrative Professional	\$62
Sr. Contract Administrator	\$93	Construction Office Engineer	\$78
Administrative Assistant	\$88		
Word Processor	\$78		

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## **STATUS OF PAST & PRESENT CONTRACTS FORM**

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The form included in theRFP is not applicable. GK & Associates has never provided services that have ended in termination, settlement or litigation.

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## ATTACHMENTS – RECOMMENDATION LETTERS

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City of Brea

January 17, 2013

To whom it may concern,

GK & Associates is currently providing Construction Management and Inspection services for numerous development and capital improvement projects throughout the City of Brea. As the Deputy Director of Public Works/City Engineer, I personally manage the public works projects and guide the services provided by GK & Associates.

GK & Associates has always provided exceptional service and performance on each of the projects they overseen for the City of Brea. They consistently ensure that deadlines are met, stay in control of the individual projects and budgets, and are flexible and responsive to our needs. The talented team/professionals at GK & Associates has a track record of working closely with City staff, making themselves consistently accessible and available in order to provide high quality professional services and results within budget and in a timely manner.

The City of Brea is pleased with the services provided by GK & Associates and would recommend them on future projects for the City of Brea and others.

Please feel free to contact me by email at [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) or by telephone at (714) 990-7657 if you have any questions or need more information.

Sincerely,

A handwritten signature in black ink, appearing to read "Delfino R. Consunji".

Delfino R. Consunji, P.E.  
Deputy Director of Public Works/City Engineer





**CITY OF SOUTH PASADENA**

PUBLIC WORKS DEPARTMENT  
1414 MISSION STREET, SOUTH PASADENA, CA 91030  
TEL: 626.403.7240 • FAX: 626.403.7241  
WWW.CI.SOUTH-PASADENA.CA.US

January 25, 2013

**Subject:** Construction Management and Inspection services of GK & Associates

To whom it may concern:

It is my pleasure to recommend to you the Construction Management and Inspection services of GK & Associates. As the Public Works Project Manager for the City of South Pasadena, I have personally worked with them on numerous projects for the City.

GK & Associates consistently provides quality Construction Management and Inspection services while also staying in control of the project budgets and schedule milestones. They have a hands-on management style and their skilled and professional staff work closely with the City to provide excellent service. GK & Associates is flexible and responsive to the needs of the City and their results are within budget and on time.

The City of South Pasadena highly recommends GK & Associates and will consider them on future projects.

Sincerely,

A handwritten signature in cursive script that reads "Gabriel B. Nevarez".

Gabriel B. Nevarez  
Public Works, Project Manager

CHERI KELLEY  
Mayor  
LUIGI VERNOLA  
Vice Mayor  
MICHAEL MENDEZ  
Councilmember  
MARCEL RODARTE  
Councilmember  
LEONARD SHRYOCK  
Councilmember  
MICHAEL J. EGAN  
City Manager



---

12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 \* PHONE: 562/929-5700 \* FACSIMILE: 562/929-5773 \* WWW.NORWALK.CA.GOV

January 17, 2013

To whom it may concern,

GK Associates, Inc. is currently providing construction management and inspection services for the Local Street Overlay Project No. 7181 for the City of Norwalk. As the City Engineer, I am responsible for managing the project for the City of Norwalk and overseeing services performed by GK Associates, Inc.

GK is able to meet all project milestone deadlines and consistently provides responsive and timely service to the City. Construction Management and Inspection services performed by GK include documentation of the contractor for the construction of pavement rehabilitation, utility coordination and signing and striping.

The City of Norwalk is very pleased with the service provided by GK and would consider the firm for future projects in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Garcia', is written over a horizontal line.

Dan Garcia, PE, REA, CRP  
City Engineer  
(562) 929-5727



# City of Downey

FUTURE UNLIMITED

February 6, 2013

To Whom It May Concern:

GK & Associates has provided Construction Management and Inspection services for numerous CIP projects throughout the City of Downey. As the Deputy Director of Public Works, I personally manage the Public Works projects and guide the services provided by GK & Associates.

The talented team at GK & Associates has a track record of working closely with City staff, making themselves consistently accessible and available in order to provide highly professional services and results within budget and in a timely manner. GK & Associates has always provided exceptional service and performance on each of the projects they oversee for the City of Downey. They consistently ensure deadlines are met, stay in control of the individual project and budgets and are flexible and responsive to our needs.

The City of Downey is pleased with the services provided by GK & Associates and would recommend them on future projects for City of Downey and others.

Sincerely,

A handwritten signature in black ink, appearing to read "Edwin J. Norris".

Edwin J. Norris, P.E.  
Deputy Director of Public Works

EJN:rg

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 21<sup>st</sup> day of March 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Griffin Structures, Inc. (hereinafter referred to as "CONSULTANT").

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an "as-needed (on-call)" basis ("Tasks" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City's Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit "A" hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Roger Torriero  
CEO  
385 Second Street  
Laguna Beach, CA 92651

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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



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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

Giffin Structures, Inc.

 \_\_\_\_\_

ROGER TORRIERO, CEO \_\_\_\_\_

CITY

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**



**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014  
RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

### B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with



the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

CITY OF BREA

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day



CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

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

CONSULTANT

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CITY

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City Manager

**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

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including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.



**SECTION VI**

**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.

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

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: \_\_\_\_\_



**EXHIBIT "B"**

**PROPOSAL  
TO  
CITY OF BREA**

*Construction Management  
& Inspection Services*

**FOR  
PROFESSIONAL CONSULTING SERVICES  
FY 2013-2014**

**GRIFFIN STRUCTURES, INC.**  
[www.griffinholdings.net](http://www.griffinholdings.net)



# PROPOSAL TO CITY OF BREA



## FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FISCAL YEAR 2013 – 2014

Submitted  
MARCH 25, 2014

Submitted by  
**GRIFFIN STRUCTURES, INC.**



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<b>Status of Past and Present Contracts Form</b> <i>(one copy in Original)</i>	



**IDENTIFICATION OF OFFEROR**

**Firm Name:** Griffin Structures, Inc. (Griffin)

**Corporate Address:**

385 Second Street, Laguna Beach, California 92651

**Telephone & Fax:**

(t) 949.497.9000 / (f) 949.497.8883

**Contract Person:** Roger Torriero, CEO

**Proposed Subcontractors:**

For inspection services, the Griffin Team will include AndersonPenna Partners. An overview of the firm is presented on page 7.

**Receipt of Addenda**

Griffin acknowledges that there were has been no Addenda issued by the city of Brea for this effort.

**Proposal Validity**

Griffin's proposal to the City of Brea for Construction Management and Inspection Services in the Fiscal Year of 2013-2014 will remain valid for 90 days from March 26, 2014.

**Strategic Factors**

During the past three decades, Griffin has performed for more than 30 Southern California communities including Brea. We will provide the city of Brea with a trusted Construction Management (CM) team that

understands your City and will achieve the successful delivery of your capital improvement program through the following three strategic factors:

**Demonstrated Infrastructure Construction**

**Management Capabilities.** Griffin has a long and significant record of performance delivering projects for numerous public agencies since 1981. We have provided these public works services (as outlined in the RFP) on recently completed infrastructure, municipal, transit, and street beautification projects such as the city of Santa Ana City-wide Capital Improvements Program where we completed more than 30 projects designed AND built within 11 months! Throughout our three decades of providing CM services to municipalities, the Griffin team has successfully delivered many public works infrastructure projects through on-call service contracts. Our staff continuously attends training to keep current on the latest Water and Air Quality Management measures. This knowledge and expertise will greatly benefit the City by mitigating delays, cost overruns, and any regulatory citations. Each of these projects, and more, has given us solid credentials to manage the many protocols for municipal interface, effective communications, performance, and accountability.

**A Dedication to and Understanding of Brea.** Our team has worked closely with the City for numerous on several programs. In 2007, our team worked with City staff to develop a concept plan for the renovation of the City Hall complex. In 2009, we compiled a comprehensive Needs Assessment that reviewed City facilities and functions such as City Hall and the Police Department. In addition, in 2008, we completed the award-winning Brea Sports Park and in 2012, the Griffin Team worked closely with City staff to develop concept drawings for the Superblock One parking structure. It is this special relationship with the City and staff that we feel allows us to bypass any of the learning curve time and truly hit-the-ground running

**An Experienced and Flexible Project Team Designed to Provide Fast Response.** Griffin offers a team that you can trust. Headquartered in Orange County within an easy drive to your City's offices, we are easily accessible and readily available to accommodate your needs as they become identified. Griffin understands what it takes to deliver services under tight deadlines, budgets and team structures. In fact, our team has never missed a deadline or gone over budget. Led by Project Manager, Dave Gettel, PE, our team is comprised of construction professionals who have a combined total of more than 100 years of infrastructure experience. This team is committed to the City and this program.



I, Roger Torriero, am the authorized person to bind Griffin Structures, Inc. to the terms of this proposal and attest that the information submitted in this proposal is true and correct.

In addition, as the owner of the firm (Griffin Structures, Inc.), I will be personally available to you on a 24/7 basis at 949.497.9000.

**QUALIFICATIONS, RELATED EXPERIENCE & REFERENCES****FIRM PROFILE**

Griffin is a diversified professional services company serving the public and private sectors. Established in 1981, Griffin's extensive experience with the public and private sector projects allows us to bring the best aspects of each to the other. We offer a wide portfolio of services for projects of all sizes and complexities, including Construction, Project, and Program Management; Integrated Project Delivery; Design-Build; Owner Representation; Public-Private Partnerships; and Needs Assessment, to list a few.

Our mission is to manage our client's risk and streamline project delivery. We serve as your representative—your trusted advisor—to deliver the highest quality project in the most cost-effective and time efficient manner.

**EXPERIENCED TEAM OF EXPERTS YOU CAN TRUST**

Griffin offers a team of leading infrastructure experts in the construction field. We partner with our clients to provide expert advice and strategic solutions at every phase of the construction process to achieve a successful outcome. Each of our highly skilled professionals has a demonstrated record of accomplishment in the delivery of complex

projects—from planning, design, development, and construction, to entitlements through occupancy. Our experienced principals bring a comprehensive, hands on management approach in the following:

- 1) Budget Estimates/ Cost Control; 2) Subcontractor Pre-qualification; 3) Constructability Reviews; 4) Value Engineering; 5) Scheduling/ Schedule Control; 6) Construction Phasing/Staging; 7) Quality Assurance/Quality Control; 8) Weekly Meetings (owner/ architect/contractor); 9) Project Closeout Documentation; and 10) Construction Administration.

**FIRM'S FINANCIAL CONDITION**

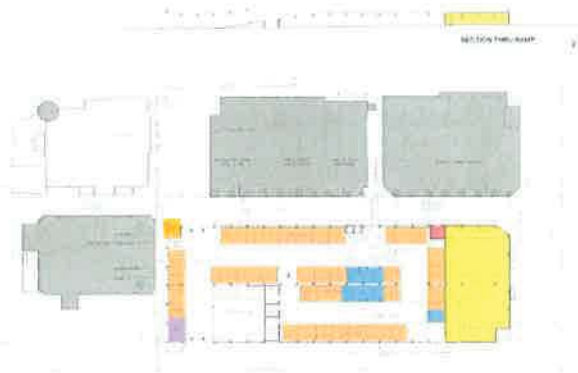
Based in its 33 years in business, Griffin, a privately held corporation, is financially solid. We are not nor ever have been bankrupt, we have no pending litigations, and we are not planning any office closures or impending mergers.

**EXPERIENCE OF SIMILAR NATURE**

Our team's portfolio encompasses infrastructure elements such as storm drains, roadways, sidewalks, curbs and gutters, and lighting. In addition, our projects include public safety facilities, city administration buildings, libraries, community/ senior centers, corporate yards, parks and trails, parking structures, and related infrastructure improvements.

The breadth of experience is considerable, and affects the quality and outcome of all our projects.

## CITY OF BREA SUPER BLOCK ONE PARKING STRUCTURE



Griffin provided Project and Construction Management Services to the City for the preconstruction phase for a parking structure. In 2012, Griffin assisted the City in defining the size and configuration of a much-needed parking solution in the downtown area. The schematic-design solution developed by Griffin team member and parking structure designer, IPD, is a multi-story, 372-stall Super Block One parking structure and approximately 8,700 SF of commercial shell for the mixed-use district. The project will provide much needed parking for the busy retail, restaurant, and residential district and possibly accommodate either retail or City operations. **Key Personnel:** Roger Torriero.

## CITY OF BREA SPORTS PARK



The new 26-acre sports park includes baseball fields for adult baseball, adult softball, and Little League, dedicated soccer/football field, multi-purpose practice field, basketball courts, youth play area, aquatics, passive park area, and a 3,700-SF concession/restroom building. The project also involved paved interior roads, parking lots, sidewalks, curbs and gutters, ADA curb ramps, lighting, landscaping, and utilities.

Sustainable features incorporated in the park are 1) a bioswale treating storm water runoff; 2) native plants/grasses in passive park area promote groundwater recharging; 3) pre-cast pavers used throughout allows water percolation over concrete or asphalt paving; and 4) pathway lights use cut-off fixtures limiting light spill, meeting Dark Sky requirements. One outstanding, cost-effective sustainable feature is that the park is tied into the City's central control irrigation system and incorporates "smart" controllers, which set watering times for the



actual needs of the park and are adjusted on atmospheric requirements. Griffin delivered this park on schedule and within budget in the fall of 2008. Key construction issues included grading of a sloping site and related drainage issues, infrastructure improvements, construction around an "on site" oil producing facility, and coordination of multiple subconsultants and disciplines. **Key Personnel:** Roger Torriero.

**COUNTY OF SAN BERNARDINO LAKE GREGORY DAM REMEDIATION PROGRAM WITH ROADWAY RECONSTRUCTION** in Crestline, California \_\_\_\_\_



Griffin provided initial assessment of the Lake Gregory Dam rehabilitation and related projects including a schedule and budget analysis. Currently Griffin is providing Program Management services to the County of San Bernardino for Phase 2 of the remediation program for the man-made lake. The California Department of Water Resources, Division of

Safety of Dams (DSOD) has placed the lake under restricted use due to insufficient capacity of the outlet valves and unresolved issues regarding dam stability during an earthquake. To resolve the issues raised by DSOD, the project scope encompasses the repair of the outlet valve under Lake Gregory, dredging of various sediment flow locations and the swim beach area, and building a buttress to stabilize the dam. Responsibilities will include coordination with San Bernardino Associated Governments and Caltrans regarding mitigating impacts to Lake Drive, SR 189. The project also will involve Lake Gregory Improvement District coordination. **Key Personnel:** Roger Torriero, Jon Hughes and Dave Gettel.

**CITY OF HESPERIA CIVIC CENTER MASTER PLAN & STREET IMPROVEMENTS** \_\_\_\_\_



Griffin served as Program and Construction Manager for the Hesperia Civic Plaza Master Plan and Street Improvement project. The 30-acre Master Plan

development included the City Hall and Library, Police Department Headquarters, County of San Bernardino High Desert Government Center, and the Civic Center Park with an open-air theater.

Additionally, Griffin managed the extensive street improvements, implementing the surrounding infrastructure with five new streets. The project elements consisted of new roads, curbs, ADA curb ramps, gutters, sidewalks, medians, landscaping, dry utilities, water mains and sewers, and future stubs for street lights. All projects were delivered on schedule and under budget. **Key Personnel:** Roger Torriero.

#### **CITY OF SANTA ANA CIP PROGRAM**

Griffin served as the City's Program Manager with a GMP for projects of varied scope, based on City needs, budget conditions, multiple funding sources facing expiration, and other project requirements, all of which had to be designed and completed within an eleven-month period. The work consisted of 35 projects of varied scope. Work included such projects as Community Center renovations, new playgrounds, playground renovations, fountain re-construction and reinstatement of operational functions, ball fields construction, parking lots construction paving and renovations, on/offsite park related improvements, etc. Many projects involved utility line upgrades, sidewalks, ADA ramps, curbs and gutters, and lighting. Each

project in the program was delivered on time and on or below individual budget.

The project requirements were stringent. The City had assembled a wide varied of multiple sources of funding (federal and state grants, redevelopment funding, general account funding) and the stipulation was that all work must be designed and completed within eleven months as the funding sources had specific expiration dates and the City faced the possibility of loss of grant funding(s). Griffin was brought into the program late in the process, with the specific mandate to manage the design and delivery of the 35 individual projects within the time period and in compliance with the stipulations of each funding source/grant. The advantages to the City were significant. The approach offered the City a single point of responsibility, provided reliable cost analyses, provided comprehensive planning and design services management for each project and related budget management. **Key Personnel:** Roger Torriero.

#### **CALTRANS INTERSTATE 10 (SAN BERNARDINO FREEWAY) WIDENING** in Los Angeles, California

Mr. Gettel's individual experience was as a Resident Engineer on the west half of the widening project involving 6.1 miles of an 8-lane freeway that included extensive grading, paving, and striping per the Caltrans specifications.



The largest structure was Soto-Marengo Street Overcrossing, a 16-span continuous CIP/Pre-stressed box girder bridge where streets intersect above Interstate 10. All existing bridges and roadways were demolished in a two-phase operation with 1-10 traffic maintained throughout phased construction.

**CALTRANS & LOS ANGELES COUNTY MTA EL MONTE BUSWAY TO UNION STATION**



Mr. Gettel's individual experience was serving as a Principal Assistant Engineer overseeing 10.6 miles of shared-use bus corridor (transitway) and high-occupancy-vehicle lane running west in median and along Interstate 10 right-of-way from Interstate 605 and El Monte Bus Station via Cal State Los Angeles

Metro Station, USC Medical Center Metro Station to its terminus at Los Angeles Union Station. The project included 14 bridge structures on Interstate 10 right-of-way in addition to four railroad underpasses. Due to construction on an operating freeway, traffic control plans were imperative to the success of the project.

**AndersonPenna Partners Overview & Experience**

AndersonPenna Partners, Inc. (APP) is a California corporation that has been in business since 2005 and is a woman-owned DBE and Certified SBE.

Headquartered in Newport Beach with more than 50 employees, the APP key staff assigned to this project are experienced in providing inspection services on similar public projects for many local agencies and transportation authorities.

The APP personnel consist of qualified staff that will undertake the inspection services for the proposed improvements using a highly qualified and responsive team. By design, their staff is comprised of professionals with extensive experience working directly for public agencies. Their familiarity and know-how gained by working side-by-side with local agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, delivers successfully completed projects and

services, well-managed budgets, and thoroughly satisfied stakeholders and clients.

### CITY OF TORRANCE DEL AMO BOULEVARD EXTENSION, T-30, PHASES 1 & 2 \_\_\_\_\_



The project site was surrounded by industrial, commercial and manufacturing uses, including the Exxon-Mobil refinery to the north and Dow Chemical to the south, with moderate to densely populated residential areas and retail uses just east and west of the project limits. The overall project was valued at more than \$32 million, including right of way acquisitions.

**Phase 1:** Inspection services rendered to assist City staff with the successful delivery the \$1.5-million reroute of two water and two sewer pipelines to accommodate the future construction of the Del Amo Boulevard extension.

**Phase 2:** Construction support for an estimated \$11-million construction contract to construct a new 4-lane

roadway, widening of an existing segment of Del Amo Boulevard, new and upgraded traffic signals at four intersections, a new street lighting system, a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of off-site facilities, and coordination with SCE and ExxonMobil Oil for utility relocation. American Recovery and Reinvestment Act funds, Regional Surface Transportation Program and MTA funds were used for the project, requiring full federal fund administration, transparency compliance and administration in conformance with the Caltrans Local Assistance Procedures Manual. The project spans approximately 4,700 feet and scope of work included providing contract administration and coordinated all quality assurance oversight, assisted with stakeholder coordination throughout the project, and identified several field solutions to mitigate unforeseen conditions encountered. **Key Personnel:** Tony Plante.

**Reference:** Mr. Craig Bilezerian, Deputy Public Works Director, 310.618.3054

### CITY OF NORWALK PIONEER BOULEVARD PAVEMENT REHABILITATION, IMPERIAL HIGHWAY TO LAKELAND BOULEVARD \_\_\_\_\_

Construction Management and Inspection for the roadway rehabilitation involving traffic signal

modifications and loop installation, curb and gutter, sidewalk removal and replacement of 1,200 SF of sidewalk, 1,500 LF of curb and gutter, commercial driveways, median island repairs, 245,750 SF of cold planning and 3,250 tons of rubberized asphalt.



Services involved coordination and expediting of Caltrans Encroachment Permit and overall management of project, contract administration and quality assurance. **Key Personnel:** Ed Pratt.

**Reference:** Mr. Randy Hillman, Assistant Engineer, 562.929.5727

### **CITY OF ALHAMBRA 2013 STREET REHABILITATION PROJECT & MIDWICK TRACT STREET IMPROVEMENTS**

Inspection for \$3.2-million pavement rehabilitation projects located on various streets including Commonwealth, Garvey, Marengo, Palm, Raymond Avenues; Pine Street, Poplar Boulevard, and Ramona Road.



Improvements consisted of traffic control, survey and monumentation, installation of BMPs, removal of existing curb and gutter, removal of sidewalk, removal of existing pavement, installation of new base course over 6-inch CMB, tapered cold milling, installation of 1-inch leveling course, installation of 2-inch ARMM-GG pavement overlay, adjustment of utility accesses, adjustment to manholes, striping restoration, installation of traffic detector loops, removal and replacement of full depth AC pavement, installation of crack seal and the application of slurry seal. **Key Personnel:** Al Aguilera.

**Reference:** Ms. Amanda Eitel, Project Manager, 626.570.5062

## EXPERIENCE WORKING WITH GOVERNMENT AGENCIES

Significantly, a very large percentage of Griffin Structures, Inc. work (more than 75 percent of our last five years' of Program and Construction Management services value) has been for government agencies. During its history, Griffin's public sector projects in California range from \$1.5 to great than \$100 million. A representative listing is shown in the following graphic.

### City Halls / Government Buildings

Brea City Hall Remodel Needs Assessment  
Hesperia City Hall  
Rancho Santa Margarita City Hall  
San Dimas City Hall Expansion/Renovation  
Santa Ana City Hall Renovation  
Santa Ana Ross Annex Development Services  
Stanton Public Works Maintenance Yard  
West Hollywood City Hall

### Community Centers

Brea Community Center Needs Assessment  
Buena Park Community Center  
Cypress Community Center Renovation  
Environmental Nature Ctr., Newport Beach, *LEED Platinum*  
Fullerton Community Center  
Fullerton Maple Community Center Renovation  
Laguna Beach Community/Senior Center  
Lake Forest Recreation Center at the Sports Park  
Lawndale Community Center  
Rancho Santa Margarita Community Center  
Santa Ana Delhi Community Center

### Libraries

Fullerton Library Renovation  
Hesperia Public Library  
Newport Beach Mariners Branch Library  
Tustin Main Library

### Parks and Recreation

Brea Sports Park  
Compton Greenleaf Parkway Corridor Pocket Parks  
Fullerton Lemon Park Renovation  
Fullerton Tennis Center Renovation  
Hesperia Civic Center Park  
Lake Forest Sports Park  
Newport Beach Marina Park  
Rancho Santa Margarita Civic Plaza Park  
Santa Ana Department of Parks & Recreation Program  
Westminster City Parks Program

### Parking Structures & Transit Centers

Fullerton Transit Center Parking Structure  
Irvine Transportation Center Parking Structure  
OCTA Laguna Niguel/Mission Viejo Metrolink Station Lot  
OCTA & Tustin Metrolink Parking Structure  
Orange & OCTA Metrolink Parking Structures

### Public Safety & Justice

Buena Park Police Department Headquarters  
Irvine CIP Analysis for Civic Center, OSF & Police Facilities  
County of San Bernardino High Desert Government Center & Public Safety Operations Center  
OCFA / Tustin Fire Station No. 37  
Westminster Police Department Headquarters, *LEED Platinum*

## WORK WITH SUBCONTRACTORS

Griffin has a three-decade history of working with subcontractors and with APP since the firm's founding. The Griffin and APP history of project experience includes the following:

**Hermosa Beach CIP On-Call Services** – APP is the Program Manager and Griffin is the Construction Manager.

**Laguna Beach Community & Susi Q Senior Center** – Griffin was the Construction Manager and APP performed inspection services.

**Lake Forest Sports Park** – Griffin is the Construction Manager and APP is performing inspection services.

**Long Beach Belmont Pool Renovation** – APP is the Program Manager / Griffin is the Construction Manager

**OCFA / City of Tustin Fire Station No. 37** – Griffin is the Program and Construction Manager and APP is performing inspection services.

**OCTA Laguna Niguel/Mission Viejo Metrolink Station Parking Lot** – Griffin was the Construction Manager and APP performed inspection services.



## REFERENCES FOR GRIFFIN STRUCTURES

CITY / COUNTY	CONTACT(S)	PROJECT(S)
CITY OF BREA 1 Civic Center Circle Brea, CA 92821	Mr. Charlie View <i>Former Public Works Director</i> Cell: 949.973-5804	City Hall Renovation & Expansion Sports Park Super Block One Parking Structure
CITY OF FULLERTON 303 West Commonwealth Fullerton, CA 92832	Mr. Joe Felz, City Manager 714.738.6583 Mr. Hugo Curiel, Parks & Recreation Director (714) 773-5798	Main Library Expansion & Renovation Community Center Expansion & Renovation Lemon Park & Maple Community Center Expansion & Renovation Transportation Center Parking Facility
CITY OF HESPERIA 9700 Seventh Avenue Hesperia, CA 92345	Mr. Michael Podegracz, PE City Manager 760.947.1025	Hesperia Civic Center Park Hesperia Police Headquarters Hesperia Civic Center
CITY OF IRVINE 6427 Oak Canyon Irvine, CA 92618	Mr. Manuel Gomez, P.E. Public Works Director 949.724.7365	Irvine / OCTA Transportation Center Parking Structure Sand Canyon Grade Separation
CITY OF LAKE FOREST 25550 Commercentre Drive Suite 100 Lake Forest, CA 92630	Mr. Tom Wheeler, Director of Public Works 949.461.3481	Sports Park
COUNTY OF SAN BERNARDINO 385 North Arrowhead Avenue, 3rd Floor San Bernardino, CA 92415	Mr. Carl Alban Director of Architectural & Engineering Department 909.387.5025	Lake Gregory Dam Rehabilitation High Desert Government Center Public Safety Operations Center



*"I would like to take this opportunity to express my gratitude and appreciation for all of the commitment, professionalism, and hard work that was demonstrated by the Griffin Structures team and more specifically, Project Manager Dennis Hatch, for the city of Fullerton. Dennis routinely demonstrates his commitment to the City's projects from their inception through their dedication.*

*During the past several years, the city of Fullerton has enjoyed working with the Griffin Structures staff members as they have provided the City with excellent and responsive service for various projects including the City's main library project.*

*Throughout the entire process, Dennis built excellent relationships with my staff, which made the difficult process of putting together each of these community projects, much easier to deal with on our end. His countless hours of work coupled with the personal interest that he took with the construction and final finishes of our Tennis Center, Lemon Park, and Maple Community Center projects is a testament to the quality and professionalism of Griffin Structures."*

**Mr. Hugo Curiel, Parks & Recreation Director**  
City of Fullerton



City of Fullerton Lemon Park

*"(Griffin Structures, Inc.) GSI's performance for, the City of Hesperia has been more than acceptable. GSI's staff consistently provided outstanding professional services and was instrumental in completing each project ahead of schedule and under budget.*

*Their finished projects are complete and very well done. In addition, GSI has always illustrated the desire to complete their jobs to a very high level of professional standards and have always taken their fiduciary duties very seriously.*

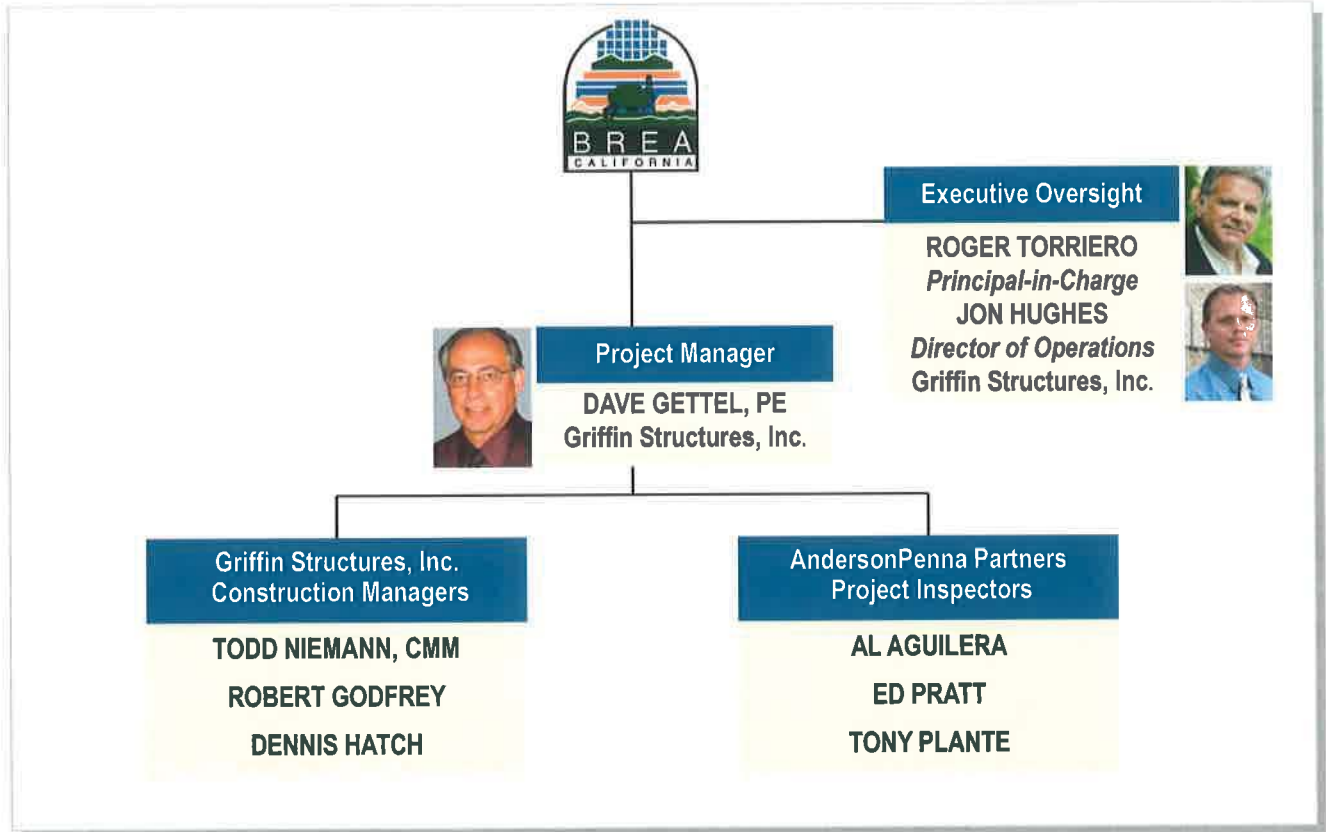
**David R. Burkett**  
**Project Construction Manager**  
City of Hesperia

# PROPOSED STAFFING AND PROJECT ORGANIZATION

## KEY PERSONNEL

### Organization Chart

The organization chart below depicts the clear delineation of communications and reporting relationships.



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

Key Personnel / Proposed Position / Location	Years with Firm	Current Assignment / Availability
<b>Roger Torriero, <i>Principal-in-Charge</i></b> / Laguna Beach	33	All Griffin Projects / 10%
<b>Jon Hughes, <i>Director of Operations</i></b> / Laguna Beach	2	Newport Beach Marina Park & San Bernardino County Lake Gregory Dam Rehabilitation / 20%
<b>Dave Gettel, <i>Project Manager</i></b> / Laguna Beach	1	San Bernardino County Lake Gregory Dam Rehabilitation / 50%
<b>Todd Niemann, <i>Construction Manager</i></b> / Laguna Beach	4	Lake Forest Sports Park / 50%
<b>Robert Godfrey, <i>Construction Manager</i></b> / Laguna Beach	4	Trust of Public Land Parks / 50%
<b>Dennis Hatch, <i>Construction Manager</i></b> / Laguna Beach	4	Discovery Science Center Expansion / 50%

The brief resumes for the key Team members start following this page and highlight the individual's education, experience and applicable credentials.

## **ROGER TORRIERO**

### **PRINCIPAL-IN-CHARGE**

Mr. Torriero's extensive, successful involvement in virtually all aspects of real estate development and construction provides Griffin Structures with the special expertise in both conceptualization and realization of complex and challenging projects. He is considered expert in forward planning, finance, entitlements, public/private ventures, project delivery methodologies, and community-based participatory planning: all critical to success in today's complex political and economic environments.

### **EDUCATION**

Bachelor of Architecture, Syracuse University, New York

Master of Architecture, Accademia de Belli Arti a Firenze, Italy

### **REGISTRATION**

California Contractor License:

#793600, Classes A & B

### **REPRESENTATIVE EXPERIENCE**

**City of Brea Super Block One Parking Structure**

**City of Brea Sports Park**

**City of Brea City Hall and Police Department Needs Assessment**

**City of Hesperia Civic Center Master Plan** (*City Hall, Library, Police Department Headquarters and Community Park*)

**City of Irvine Transportation Center Parking Station**

**City of Lake Forest Sports Park**

**City of Santa Ana CIP Program**

**City of Westminster CIP Parks Program**

**County of San Bernardino Lake Gregory Dam Remediation Program** in Crestline, CA

**County of San Bernardino Public Safety Operations Center (PSOC)** in Hesperia, CA

**Imperial Irrigation District Headquarters Strategic Master Plan** in Imperial County, California

## DAVID GETTEL, PE

### PROJECT MANAGER

Mr. Gettel has more than 40 years of experience with public agency and commercial projects including seven years of Caltrans projects. With extensive infrastructure experience, he has been involved with overseeing the completion of design for numerous PS&E documents as well as with their related construction management.

### EDUCATION

BS, Civil Engineering, North Dakota State University

### REGISTRATION

Professional Engineer (Civil): California, CE23350

### REPRESENTATIVE EXPERIENCE

**County of San Bernardino Lake Gregory Dam Remediation Program** in Crestline, CA

**Los Angeles County MTA El Monte Terminal** in El Monte, CA\* – Resident Engineer as an extension of staff and involved constructability review, staging and phasing, and coordination with the City, MTA, Caltrans, and area businesses.

**California Department of Corrections and Rehabilitation (CDCR), Four New State Prisons\*** –

Mr. Gettel managed the construction of four prisons under the state's new prison program with many similarities in size, layout, construction, and program and bid packaging as follows. All were built as

standalone facilities, a city of its own, on 300 to 500 acres with water and wastewater treatment plants. Contained housing for 3,500 to 5,500 inmates utilizing concrete tilt-up or concrete masonry units for housing and secure support buildings; central kitchens and dining facilities; pre-engineered metal buildings in 100,000 to 200,000 SF; site utilities, finish grading, roads, and paving; metal buildings for non-secure support such as vehicle and building maintenance; and traditional stick-build stucco for administration buildings and site security and communications. Building footage ranged from 800,000 to 1.3 million in 85 to more than 100 buildings

**Chuckawalla Valley State Prison Modernization and New Chilled Water Plant** in Blythe, CA\* –

Served as Construction Manager supervising the new HVAC upgrade, roof replacement, shower renovation and structural involving value engineering and updating cost estimates.

**Riverside County Palm Desert Sheriff Station**★ –

Project Director for oversight of a new \$33-million, 85,000-SF facility, featuring investigation units, burglary units, DARE units, processing and accounting areas, evidence warehouse, vehicle bays, and fueling station.

★ *Individual Experience*

## JON HUGHES

### DIRECTOR OF OPERATIONS

Mr. Hughes' Program and Construction Management experience includes pre-construction services, bid review, contract negotiations, safety protocols, site evaluation, quality control, meeting minute supervision, oversees materials acquisition, schedule review and enforcement, site staging, off-sites and grading, dry utility installation, inter-contractor coordination, punch list, and turnover.

### EDUCATION

BS, Philosophy and History, Westmont College

### REPRESENTATIVE EXPERIENCE

**County of San Bernardino PSOC** in Hesperia, CA – Project Manager for comprehensive program and construction management services (Integrated Project Delivery) of the new \$17-million facility housed within the High Desert Government Center.

**Imperial Irrigation District Headquarters Strategic Master Plan** in Imperial County, California – Program Manager for the multi-phased, multi-year implementation of the \$190-million master plan program, which included planning for consolidation of more than 100 buildings into a central campus for the water/energy agency.

**The Gas Company Base Facility in Monterey Park, CA\*** – Upgrade of the command center control room, involving a multiple signal teleconferencing center on secured network. Services included pre-construction budget development, scheduling, and phasing analysis.

**Pelican Hill Resort Hotel Site Infrastructure** in Newport Coast, CA\* – Infrastructure scope of work included core dry and wet utilities, storm water retention, and grading and retaining walls. The utility elements included medium pressure gas, 8-inch domestic water, looped firewater delivery system, sanitary sewer through the golf course. Storm water retention involved developing, to meet coastal commission requirements of no run-off, a system was designed to capture all surface drainage and divert it through both gravity and force-main networks to strategically located underground storm water basins. The water was then fed into the irrigation system of adjacent golf course. The retaining walls required exporting nearly 1 million cubic yards of soil, the intended use required the development of a 95-foot-high, 235-foot-long shot-crete retaining wall.

★ *Individual Experience*

## **TODD NIEMANN, CMM**

### **CONSTRUCTION MANAGER**

As a Certified Construction Manager with 28 years of diverse experience, Mr. Niemann follows a process of professional management formulated to achieve the successful completion of a construction project from conception through occupancy.

### **REPRESENTATIVE EXPERIENCE**

#### **City of Lake Forest Sports Park – Construction**

**Management of the park** that features five baseball fields with lighting for night play, six soccer and multi-use fields of natural turf and synthetic turf, a rugby field overlay of two soccer fields, and two basketball courts.

#### **City of Dana Point On-Call CM / Inspection Services\***

#### **City of San Clemente On-Call Construction Management/Inspection Services\***

#### **City of Irvine Culver Drive Realignment and Widening\***

### **EDUCATION**

BS, Construction Engineering Management  
CSU, Long Beach

### **PROFESSIONAL CERTIFICATIONS**

Certified Construction Manager CMCI No. A1226  
Registered Construction Inspector ACIA No. 5294

★ *Individual Experience*

## **ROBERT GODFREY**

### **CONSTRUCTION MANAGER**

With 13 years of combined experience in construction management and planning, Mr. Godfrey has been involved during all phases of development and construction. Mr. Godfrey has a proven record communicating with design team members and coordinating consultants, vendors and contractors to assure clients' goals and objectives are achieved.

### **REPRESENTATIVE EXPERIENCE**

#### **Trust for Public Land Six Pocket Parks** in Los Angeles County.

#### **City of El Centro Regional Bus Transfer Terminal –** Served as Construction Manager during closeout.

#### **City of Lawndale Community Center**

#### **Summit Oaks \$36-million Office Building & Parking Structure\*** (*LEED Silver*) in Santa Clarita, CA

#### **City of San Pedro Waterfront and Promenade Planning and Design\***

### **EDUCATION**

BS, Management, The Georgia Institute of Technology, Atlanta, GA

★ *Individual Experience*

## DENNIS HATCH

### CONSTRUCTION MANAGER

Mr. Hatch has more than 25 years of progressively responsible positions in building industry. Beginning his career in the trades, he has successfully advanced to a Project Manager level.

### REPRESENTATIVE EXPERIENCE

**Discovery Science Center Phase 1 Expansion** in Santa Ana, CA – CM for the major \$12-million expansion that adds a new 40,000-SF Discovery Pavilion and remodels 4,000 SF of existing space.

**City of Fullerton Maple Community Center /Lemon Park Renovation** – CM for the extensive renovation involving the addition of a full size basketball court, new restroom facilities, a centralized play area, and the expansion of the small community center. In addition, the scope of work includes preserving existing open space and trees, parking lot and circulation improvements, and an off-site median modification.

### City of Fullerton Tennis Center Renovation

### EDUCATION

Coursework at Tarrant County Community College

## AL AGUILERA

### INSPECTOR

#### *AndersonPenna Partners*

Mr. Aguilera offers more than 45 years of experience performing inspection for public works and Caltrans projects.

**City of Alhambra, Inspection of 2013 City-wide Street Improvements** – Removal and replacement of ADA handicap ramps, remove and replace curb and gutter, 1 ½ miles of asphalt grind and overlay, application of +/- 100,000 Type II slurry seal.

**City of Torrance Residential Slurry Seal** – Inspector for the slurry seal program on residential streets and parking lots at a city park and water pump station facility. The project included crack sealing, 1.4 million square feet type II slurry seal, removal and replacement of 600 feet of curb and gutter, and 50 parking lot wheel stops, as well as appurtenant traffic striping, traffic control and public relations. Responsibilities included quality assurance, project documentation and assistance with contract administration duties.

### CERTIFICATION

Building and Safety, CSU Northridge  
Asphalt and Concrete Estimating, Citrus College  
Public Works Water Certification, Citrus College  
Irrigation Installation, Cal Poly Pomona, Kellogg West



## ED PRATT

### INSPECTOR

#### *AndersonPenna Partners*

With more than 30 years of public works infrastructure construction and inspection experience, Mr. Pratt's scope of services includes pavement construction, overlay and slurry seal, storm drain installation, sewer installation, public parks, community facilities, grading, traffic signal installation, striping, landscape and irrigation installation, reinforced concrete walls and block walls.

**City of Rancho Palos Verdes Sidewalk and Street Repair, Areas 3 & 5, Phases 1 & 2** – Inspector for Phase 1 involving +/- 10,000 LF of curb and gutter remove and replacement, driveway remove and replacement, 150,000 SF of sidewalk remove and replacement, multiple wheelchair ramps, +/- 500,000 SF of asphalt street remove and replacement. Phase 2 was the removal and replacement of more than 100,000 SF sidewalk and driveways.

### CERTIFICATION

OSHA Safety Program Certification

Trench Safety Certification

## TONY PLANTE

### INSPECTOR

#### *AndersonPenna Partners*

Mr. Plante brings more than 30 years of experience in project management and inspection of public works construction and maintenance projects including roadway construction and rehabilitation, slurry seal, concrete sidewalks, curb and gutter, driveways and handicap ramps, utility coordination, and landscaping.

**City of Irvine Public Works Inspection** – Consultant inspector for major arterial roadway improvement projects during a two-year period.

**City of Fountain Valley Recreation Center Master Plan Expansion** – Lead Inspector for the major \$18-million expansion involving rehabilitation of nature trails, eight parking lots, storm drain, sewer system, water, irrigation, landscaping and access roads throughout the facility. Also inspected new curb, gutter, and sidewalk within the park development.

### CERTIFICATION

Certified Arborist – WC1156, International Society of Arboriculture

Pest Control Advisor – 05265

Qualified Applicator – 31203, California Department of Agriculture

A typical project will begin with a quick response to the City's call for assistance and the set-up of an initial project meeting to understand the scope and schedule of the project.

### **PRE-CONSTRUCTION PHASE:**

#### ***1. Perform value engineering and constructability review of project plans and specifications.***

##### **Value Engineering**

For the City of Brea projects, Griffin Structures will approach Value Engineering (VE) in a three-step process. The first step is to conduct a detailed system analysis for each major component of the project (i.e. grading, utilities, landscaping, equipment, lighting, etc). This system analysis is developed by meeting with the A/E team(s) to evaluate selected products specified in the Design Specifications.

The second step is to provide regular and frequent feedback via our constructability review meetings on details and materials. As we conduct these constructability reviews, our team will identify value-engineering opportunities for the City of Brea. This occurs as the A/E teams refine the drawings.

The third step is to provide a comprehensive VE report and proposal to City staff.

The first two steps of this process identify possible budget driven Value Engineering options prior to the A/E team finishing its drawings. This saves substantial design time and ensures the project remains on schedule. All proposed VE will be tracked in our VE Summary Log, which also identifies the status of each proposed VE item and the associated action-item responsibilities.

#### ***2. Review engineer's estimate and approved budget for the project.***

Our CM staff is fully versed on current pricing and maintains a historical database of fair and reasonable costs for public works construction. Due to the on going and working knowledge of current costs, our CM staff can be a valued team member to the City by reviewing the Engineer's estimate to ensure the estimate is tracking against the anticipated bids for any given or specific project.

#### ***3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.***

Our CM staff members are well versed in creating and maintain detailed "Critical Path Method" schedules

using either Microsoft Project or more powerful and sophisticated software such as Primavera. Having managed capital improvement projects "from start to finish" for agencies for more 30 years, our detailed schedules focus on the critical deliverables by the A/E team and approvals required by the agency and their respective departments (e.g. City Manager, City Council, Community Development, Public Works) such that anticipated timelines and milestone completion dates are based on realistic and informative decision making steps with an emphasis on ensuring that City staff members are managing expectations correctly.

#### **4. Package bid documents for advertising.**

Once the plans and specifications are approved by the City's Engineering Department for bidding, Griffin's CM staff will assist the City with how to package the documents for advertising. Generating bidder interest will be enhanced during the public advertising through use of multiple media publications such as the AGC, Reed Construction Data, McGraw Hill (Green Sheet), and Construction Bid Board. Local newspapers will also be used, as required by the Public Contracting Code for bid advertising. Griffin offers also to conduct public information sessions for interested contractors. We will assist the City with language it should post on its website and in local media forums to ensure maximum exposure and competitive bid results.

#### **5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.**

Documentation and control of response to bid inquiries is important both legally and to assure bids are both comprehensive and competitive. Griffin proposes Dave Gettel who will be the key point-of-contact and control for this process. The City departments (Public Works and Engineering specifically) would forward all inquiries to Mr. Gettel as the project's day-to-day Project Manager. He manages and documents the process, and responds back to the contractors who may be soliciting information, based on the status of the bid cycle. This approach maintains clear documentation, provides consistent responses, assures procedural requirements are met, and leaves City counter staff available for their regular activities. If the bid inquiries and their responses warrant the issuing of addenda, then Mr. Gettel will coordinate with City staff to assist with the publishing of documents to all identified plan holders.

#### **6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.**

Griffin Structures has conducted many prime contractors bids on a regular basis and we are very

familiar with the Public Contracting Code and how to review bids for completeness and responsiveness. We will examine and review the City's existing bid forms and other documentation required from the prime contractors. This is especially important in order to mitigate any protests by the second bidder due to violations of the subcontractor listing law, and other common irregularities that may cause bid rejection and re-bidding by the City, which would cause a delay to the construction start and completion dates. The low qualified responsive bidder will be recommended by our team for incorporation into a staff report for the city council agenda and approval.

Additionally, we are well versed in implementing the public bidding process to ensure that the City receives the most competitive bids from the Trade Contractors with an emphasis on eliminating non-responsive bids and the need to process any bid protests. This will be accomplished by performing a thorough review of the City's front end bidding instructions to remove all potential errors in the necessary bid forms that will be required by each of the trade contractors bidding on the projects.

### **CONSTRUCTION PHASE:**

We are prepared to work as a team with the contractor(s) to provide a quality product. This quality product begins with a detailed construction schedule,

which complies with the project specifications and is reviewed by Griffin's Construction Manager (CM). The schedule must identify the critical path and have enough detail to reflect all the construction activities required to facilitate construction. A kick-off meeting with the City's Project Manager (PM) will identify the project goals and objectives and discuss special concerns of the City. At this meeting, our CM will discuss the lines of communication, project controls, frequency of reports, Agency contacts, and the transfer of information. Griffin firmly believes that "how you start will determine how you finish" so our staff will work diligently with all upfront planning items to ensure each project commences with a high level of success.

***1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.***

A pre-construction meeting will be scheduled following approval of the construction schedule. Griffin's CM will chair the meeting, with the support of the City's PM, and follow a detailed agenda highlighting the lines of communication, anticipated start of construction, utility coordination, contract requirements, submittal requirements, interaction with the public, and the goals and objectives of the project. At this meeting, the Contractor will submit a copy of the daily report forms,

emergency contact list, sample of a notice to residents, traffic control plan, materials submittal, and designation of project superintendent. A copy of the minutes generated by the Griffin CM will be distributed the following day to the attendees.

***2. Provide and maintain sufficient field personnel to administer and manage construction contract.***

Griffin will be fully responsible for providing all the day-to-day oversight of the project as well as handle contractors' questions, pay requests, change orders, etc. Our experienced and qualified CM and inspector will establish meeting schedules, notices, agendas, minutes taking, and distribution procedures and provide contract administration, daily construction oversight, assisting with contractors' questions, reviewing pay requests, change orders, etc. under the supervision of the City's Construction PM.

***3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.***

Griffin believes that the term "never being satisfied" applies to the construction industry and it is based on multiple years of experience where there is always a refined and potential better way to do something if you

are constantly revisiting the initial work plan for a project. Oftentimes contractors will assemble schedules without taking a step back or viewing the final plan from a different perspective politically and within the eyes of public sector project management. Because of the years managing projects for public agencies, we can, and will, employ these skills when managing the on-going weekly and monthly operations during construction. If there are more expedient and cost effective measures to overlap and phase the construction sequencing we will make frequent and on-going recommendations for all project team members to consider. Contractors are receptive to refinements that lead to financially enhanced project results and we will constantly seek out the "win-win" opportunities such that all project stakeholders are successful.

***4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.***

Project status meetings between the City staff, Griffin Structures, A/E team, and the Contractor(s) will be held weekly. Griffin Structures will conduct the meetings and prepare and distribute meeting minutes

documenting all action items to be taken during the course of the week. Primary topics of discussion will be:

- RFI review and critical responses due to ensure timely construction progress.
- Three-week look-ahead schedules and impacts to overall critical path completion date.
- Submittal Log review and action items to ensure materials are being ordered per the schedule.
- Change orders and outstanding cost related items.
- Safety compliance and any necessary remediation measures.
- Inspections, quality control, and other related action items.
- Potential design and engineering modifications and required revisions to permitted plans.
- City staff input and coordination for project success.

Griffin will prepare minutes of each meeting and distribute within (24) hours to assure that all project team members are both aware of their action items and that all participants are prepared to attend the next meeting with responses and recommended resolution of pending action items.

### ***5. Process contractor's submittals for project architect's/design consultant's review and approval.***

Our experienced CMs will be tasked with processing all submittals and shop drawings between the Contractor(s) and the A/E teams. We will recommend a management system for developing the Submittal Log during the first (20) days of the project to ensure the Contractor(s) have identified all submittals required by the plans and specifications. The A/E team will then review to acknowledge that the Contractor(s) fully understand the project and their submission requirements. The City can also identify any samples, shop drawings, or product data that will be need to be reviewed for compliance prior to releasing approval to the Contractor(s). We will establish protocols for reviewing and transmitting submittals to the A/E team and back to the Contractors and will use a Submittal register to track all critical deadlines.

### ***6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.***

Griffin's CM's will be an active and key participant in the RFI process. Construction Managers often only serve as a conduit between the Contractors and the Architect, but we take a much more proactive role. Our CM staff will investigate the RFI question prior to issuance of an RFI, and will propose a solution to the

A/E team. RFI logs will be reviewed during the weekly project team meetings and our CM will monitor the status of outstanding RFIs to ensure the A/E team is providing accurate and timely answers to mitigate time extensions and claims. Copies of RFIs that require City approval will be distributed to the Building Official and inspectors so "wet stamped" RFIs can be included with the as-builts and can be used for construction and inspections.

***7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.***

Our proposed CMs are industry experts at validating the entitlement to change orders and the reasonable time and value that should be recommended for extension of schedule and payment for the labor, materials, equipment, and other incidentals associated with each change order. We will assist the City in implementing an efficient process for receiving, reviewing, negotiating, rejecting if required, and processing time extensions and change orders in an expedited manner. The Contractors' performance, and the City's ability to avoid Stop Notices, will be based on the public agencies' abilities to issue contract change orders in a timely manner, such that subcontractors can invoice for legitimate extra work

performed. Change orders are an inevitable element of public works construction. There is a critical need to stay on top of the change order process on a daily basis, and to negotiate successfully and manage it. We will use our proven expertise to protect the City's interest and to ensure performance from the Contractor and subcontractors.

For managing proposed extensions of time on the critical path, Griffin will utilize a computerized software program that compares the original schedule to the proposed new timelines for the purpose of analyzing the true impacts to the overall completion date of the project. We are well versed in this process and will ensure the City of Brea only allows legitimate and accurate extension of schedule to be considered.

***8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).***

Using either the City of Brea preferred forms or Griffin's recommended proven accounting system, our CM staff will set-up project specific accounting spreadsheets and forms for each project with an emphasis on tracking additional work above the original contract award amount. The City can rely upon Griffin's tracking system to depict accurately all lump sum change order work or time and materials

additional cost such that each week the City staff will have a report generated with the most current contract value plus any outstanding anticipated change order work for accurate final project cost accounting.

**9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.**

Griffin is well versed in utilizing public agency cost control systems to track the contractor's original contract amount, change orders issued to date, and pending or anticipated change orders. Griffin will often customize our accounting system to each client we work for such that financial reporting is familiar to the City staff for ease of understanding and reporting. We will initiate a customized report for the City of Brea so all project stakeholders are receptive to the forms, data content, and reports being presented on a weekly or monthly basis.

**10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.**

In conjunction with our site specific quality control plan and code required testing, Griffin Structures will assist in creating the special deputy testing and inspection RFPs that will be issued by the City of Brea. We are well versed in soliciting, contracting, and managing the geotechnical and material testing and inspections and we truly understand how this critical service needs to be executed. Our team will also coordinate the daily activities of the testing and inspection firm to ensure the contractor(s) are not only receiving timely inspections but that the inspections are performed free and clear of any non-conformance issues. The scope and services of the testing and inspection firm must be highly integrated into our project-specific quality control plan. Our team possesses the experience to execute and protect the City and their interests.

**11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.**

This task is similar to managing the request for information (RFI) process discussed under item 6 of Construction Phase Services. To reinforce our strength in managing this process, our firm employs highly experienced "builders" that have been working in the design and construction industry for many years. Our ability to receive a RFI from a contractor, validate



its merit, and provide our recommendation to the A/E team will streamline the process and ensure timely responses to the contractor(s) all in the best interest in saving time and money for the City of Brea.

**12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements.**

**Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.**

Project safety and safe-site working conditions are of obvious importance to the project team and worker welfare, public welfare, an efficient and cost-effective job, liabilities of many parties, and a host of other factors. We give project safety the highest priority possible. Griffin Structures will develop a site-specific safety plan to be incorporated into the Contractors(s) bid instructions and contract requirements. Our on-site Inspector(s) will monitor the specifics of the Contractor(s) safety plan and insure they are integrated into the Griffin safety plan. Griffin Structures will also require that the Contractor and subcontractors form a safety committee for the jobsites with meetings held weekly to discuss the site and any potential violations. Griffin's CM and Inspector will attend these meetings to monitor compliance with OSHA and to ensure any violations are corrected immediately.

**13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.**

Upon Notice of Award to the Contractor(s), Griffin Structures will work closely with the City in requesting that each Contractor generate an initial schedule of values for review and approval. The schedule of values will be the baseline for the Contractor to generate monthly applications for payment against an established value for each subcontractor and their individual value of materials, equipment, and labor. The schedule of values will be required to be broken down into suitably small increments of work so Griffin can review and recommend approval to the city staff each month. Having managed large civic projects for many years, we truly understand the importance of requiring certain important, key information from the Contractors early such that financial control is established on behalf of the agency. The proposed schedule of values will be reviewed by both Griffin and the City, with requested amendments made for final distribution and use for the first month of construction activity.

Current market conditions require greater scrutiny on the behalf of public agencies due to increased risk of

stop notices and contractor default. Griffin will help the City manage this risk in a very detailed and effective manner. Each month the Contractor will submit the "pencil draft" by the 25<sup>th</sup> of the month for review by Griffin and the City. Jobsite walks will be executed by all team members, to verify the work in place and the progress of the site, to validate the percentages complete. After a careful review and approval of the schedule of values, Griffin will then request the Contractor assemble the monthly payment application along with all releases, payroll reports, and other documentation required to substantiate the payment request.

***14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.***

Griffin Structures will assist the City in establishing and performing a Labor Compliance Program. If the City of Brea wishes to have interviews conducted for either Davis Bacon or Prevailing Wage compliance, then Griffin will suggest how the City can perform these interviews during daily and weekly operations. We have experience in this, having performed similar labor compliance programs for other public agencies, and we are familiar with the mechanics and reporting procedures. Our Team will also conduct weekly or monthly Certified Payroll reviews

***15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.***

A project specific Construction Quality Control plan will be developed for each project Griffin Structures manages on behalf of the City staff. Ideally this plan will be incorporated into the Contractors' bid instructions and ultimately into its contract with the City. The initial plan will be developed by our project team during the Pre-construction Phase. Dave Gettel will be the team leader for this effort.

The highest standards of quality are achieved through first establishing uncompromised standards at the beginning of each project, and then by closely monitoring of the work to ensure that those standards are met. To ensure the goals of the City and project team are met by the contractors and subcontractors the following concepts will be brought forth into a project specific plan for review by the City staff and the A/E team during the pre-construction phase:

- Thorough reviews of submittal documentation for conformance with construction documents as well as potential quality issues will be conducted.
- Pre-installation Quality Control "Kick off" meetings to ensure the Contractor and subcontractors understand our Quality Control expectations will be held.

- Control procedures for receiving materials, inspections, documentation, certifications and test reports.
- Materials to be used in fabrication and construction will be closely reviewed to ensure that they comply with contract documents.
- Ample opportunity will be provided for the project team to review work in place and provide input about the existing level of quality.
- Contractor and subcontractors will be required to designate one person to be responsible for the control of the quality of their work.
- Quality and performance standards will be clearly illustrated through mock-ups to avoid any confusion.
- A clean and well-organized project site will be maintained to optimize the quality of the work environment.
- Immediate attention and correction will be given to any substandard work, reinforcing worker awareness of the high priority status of maintaining the high quality standard.
- Procedures will be established to ensure that not only required inspections and testing are performed, but also that additional voluntary inspections and testing are done by the appropriate building inspectors and testing agencies.

- As-builts and other records are documented and will be maintained for historical reference.
- Each individual's work significantly affects the overall quality of the project. This will be clearly communicated to each worker. Work well done will be readily acknowledged, in support of workers' sense of pride in the project.

Griffin is a leader in public sector Construction Management services delivering high quality projects and our experience will benefit the City of Brea from service inception through project closeout and warranty.

***16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.***

Griffin has provided grant funding assistance for public agencies for many years and we are familiar with the various requirements whether they are State of California (e.g. Proposition 84) or Federal (e.g. CDBG). We have assisted with the applications and once funding has been secured we have also monitored all required paperwork and reporting to ensure compliance with funding has been maintained. Our past and current working knowledge of grant funding requirements will be utilized to ensure the City of Brea is in compliance.

**17. Maintain a complete project filing system.**

**Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.**

Griffin Structures is familiar with the Local Assistance Procedures Manual (LAPM) due to using these procedures on past and current projects. Our filing system will be set-up in accordance with the Section 16.8 and our CM and Inspector(s) will keep binders at the jobsite for access by the City staff, A/E team, contractor(s), deputy inspectors, or another team members needing access to our files and records. At the completion of the project all files will be transmitted to the City of Brea via CD for permanent record storage.

**POST-CONSTRUCTION PHASE:**

**1. Evaluate completion of work and recommend to City when work is ready for final inspection.**

Griffin would propose to conduct field walks as part of the regular agenda during our weekly coordination meetings with the contractor(s), City staff, and A/E team. These field observations allow all project team members an opportunity to inspect the work in progress and to become familiar with the completed work as the project nears completion. Quality Control can be an on-going conversation during the field

observations that will also benefit the project during the final inspection once the work is complete.

**2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.**

The Griffin team recommends involving key City facility maintenance staff during the early stages of construction. The benefit of this early involvement is that staff be assigned to maintain the facilities are fluent and informed on all aspects of the project components ahead of having to assume the responsibility of maintaining the projects. This leads to a smooth, "no learning curve" turnover once construction is complete and the maintenance period begins. Our CM and Inspector will schedule and conduct the final inspection and walk-through with the key City staff members and A/E team with the goal of having all stakeholders agree that the project is Substantially Complete.

**3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.**

Griffin will work closely with the Architects, Engineers and City staff in the development, tracking and the final completion of the project punch list. Our CM and Inspector will work closely in the reconciliation of the

initial punch list. The punch list will be transmitted to the contractor(s) and subcontractors. Griffin will conduct daily coordination meetings with the contractor(s) to insure timely completion. Copies of all original punch lists and their sign-offs will be filed in the Closeout manual for record.

**4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating and maintenance manuals, warranties and other documents as stipulated in contract documents.**

Griffin takes an "Early and Often Project Closeout" approach to ensure the contractor(s) and subcontractors submit timely Warranties, Certifications, and Operation and Maintenance Manuals (O&Ms) as required by the contract documents. Our CM will work with the contractor(s) to create a draft O&M manual once all product submittals are reviewed and approved (approximately the 50 percent completion of the project). The O&M manuals will be available for use by the City's facilities and maintenance staff during the balance of construction. They are also key elements of the training sessions and reference specific products and systems being installed. Griffin will assist the City to establish a timely and guaranteed response from the contractor(s) as it relates to warranty issues. We have successfully

implemented warranty response programs for many years and understand the importance of timely responses. The City will be able to notify the contractor(s) by multiple media formats such that the contractor's response to the warranty condition will be quick. Griffin will provide recommended request forms for the City's use along with language that notifies the Contractor the importance of the warranty request along with potential damages and financial recourse if action is not taken within a specific period.

**5. Review and process contractor's request for final payment and release of retention.**

Griffin has extensive experience with validation and processing of contractor(s) final payments. Having managed multiple prime contracts for agencies for many years we are well versed in understanding the importance of both accurate and timely final payment applications such that the Notice of Completion can be filed and retention can be released. Our staff will aggressively manage the contractor and request the final payment application as soon as possible so the project closeout does not continue to be delayed. We firmly believe in expedient project closeout and we will use our proven skills to assist the City in these efforts.

**6. Deliver project files to City.**

Once all of the required closeout documents are assembled and approved by Griffin and the A/E team,

we will then schedule a formal meeting with City staff to transmit the documents. The following documents will be included in the formal submission: 1) Record Drawings (As-builts); 2) Operation and Maintenance Manuals; 3) Warranties and Guarantees 4) Attic Stock (extra materials or equipment for replacement); and 5) Training Manuals, as required

## **CONSTRUCTION INSPECTION SERVICES:**

***1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.***

Griffin believes that the Inspector for the project should be involved as quickly as possible. An experienced Inspector proves invaluable during the constructability review of the project plans, specifications, special provisions, and all other bid documents. Our Inspectors will also be involved in reviewing safety requirements, determining that the plans for the project are in order and signed by the Engineer, acquaint themselves with the special conditions indicated on the plans, and review the standard plans as referenced in the contract documents.

***2. Photograph prior, during, and after construction.***

Prior to construction, the Inspector will conduct a field review to identify existing conditions and to become more familiar with the site. We will document the site before construction utilizing video and digital cameras and by making notes on the plans as it relates to existing conditions. This documentation will be provided to the client on a DVD at the close of the project.

***3. Attend pre-construction meetings and present special concerns, if any.***

Attendance of the pre-construction meeting is mandatory for the Inspector as important issues concerning the construction of the project and organizational methods will be discussed.

***4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.***

The Inspector has the primary function and responsibility to inspect the work for compliance with the plans and specifications and this is a full-time job. Our Inspectors will direct all their attention to the discharge of these responsibilities. We will ensure that our inspectors are familiar with the plans, applicable specifications, all change orders, approved shop

drawings, and all other documentation affecting the work.

**5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.**

The Inspector must be timely, but not hasty to condemn unsatisfactory work. However, once the Inspector is aware of work that endangers the quality, they will be firm in their insistence on corrective action. Our Inspectors keep in mind that an order to “tear it out” is sometimes necessary, but realize such action often is of questionable benefit to the public, which very often pays the cost in delay, inconvenience and eventually in money represented by rising construction costs on future work.

**6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.**

Keeping accurate records and reports is a very important function of the Field Inspector. These records are necessary for a number of reasons including, but not limited to: time and material accountability; production quantities for progress payment, verification of actions and decisions of the

inspector, contractor, or engineer, establish job status and site conditions in the event of an accident or liability claim, clarify the continuity of the project (working days, delays, activities) when the contract time is in dispute, evidence in legal actions, and to document when there is a change of process, procedure, or resources.

**7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.**

The Inspector will assist the CM in the review of the construction schedule, as provided by the contractor, and will provide information regarding updates.

Agencies typically specify the assessment of liquidated damages when the contractor fails to complete the work within the contract time. Therefore, the accuracy and substantiation of work progress and delays must be thoroughly and accurately documented. Our Inspector's records, reports and communications with the contractor during the course of construction are of utmost importance in accomplishing the enforcement of the contract provisions in this regard.

**8. Provide accurate measurements of work completed by contractors in accordance with contract documents.**

The Inspector, for progress payments, will meet with the contractor's representative to accurately measure all work completed to date. The Inspector will prepare and maintain field measurement and calculation sheets for each bid item. The Inspector will also maintain a field file that includes cumulative records of quantities constructed, daily reports, working day reports, change order documentation, photographs and all approved shop drawings and submittals for turnover to the City upon completion of the project.

**9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.**

The Inspector must have the perspective of knowing the role or function and purposes of other organizational elements including quality assurance and quality control providers of the Agency and the relationship they have to their own immediate area of participation and responsibility. With such understanding and cooperation, the Inspector can utilize their support in the process of accomplishing the work of the Agency.

**10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct**

**contractor to take correction measures to achieve compliance.**

The purpose of inspection is to ensure compliance by verifying that the work is in conformance with the plans, specifications and all other requirements of the contract including approved materials submittals and shop drawings. It is essential that the inspector read all the contract documents, and re-read them from time to time to ensure complete familiarity with all of the provisions and requirements.

**11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.**

The importance of protecting existing service utilities from damage in the construction area cannot be too heavily stressed because of the possible hazard to life and property and disruption of other services should damage occur. There is almost no limit to the variety of utility interferences that are likely to occur during construction, especially in older, heavily built-up areas for which records may not exist or are as inaccurate with respect to new improvements as to be practically worthless. At Griffin, we believe that both the contractor and inspector should be on the alert and cooperate with each other to the fullest in order to



minimize the great hazard to life and property, which can ensue from accidental damage to many hidden utility substructures.

**12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.**

Griffin will have an Inspector available for forty (40) hours per week so that constant monitoring of construction materials and methods will be performed and non-conforming items are addressed immediately and well documented. The Inspector will provide constant review of the contractor's performance and any discrepancies with the contractor will be resolved immediately. The Inspector will provide an accurate documentation of the daily activities to assist in the preparation of the weekly accounting of contract time.

**13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.**

Our Inspectors are trained and kept up to date with current labor compliance requirements. The purpose is to ensure workers on Federal Public Works projects are paid properly and to guarantee a level playing field for bidders on public works contracts. We maintain an

updated Labor Compliance Manual so that our inspectors are clear on the procedures for interviewing field employees and for maintaining the required documentation.

**14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.**

Our Inspectors will be proactive in coordinating with the contractor to ensure access is maintained to residents and businesses at all times and that public convenience and safety is a priority. Also, our Inspectors will ensure that access rights of the public will be considered at all times.

**15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.**

The responsibility of safe and proper handling of traffic rests with the contractor. However, the Inspector shall ensure that the contractor provides access for traffic as required by the contract and shall direct the contractor to correct any potentially dangerous situation that exists. If necessary, the Inspector will instruct the contractor in writing to take action to protect and warn the traveling public.

**16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects, including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.**

During construction, the Inspector is responsible for insuring that the work is performed in strict conformance with the plans and specifications, agreements for work, applicable laws and safety regulations. Our Inspectors are qualified and trained experts in their respective fields and possess all of the requisite experience needed to insure this type of strict conformance.

**17. Observe construction safety, public safety and convenience, and report discovered problems to City.**

A primary responsibility of the Agency Inspector is to have a working knowledge of the controlling regulations, codes and directives dealing with public convenience, public safety, and construction safety. Our inspectors are trained to have the ability to apply this knowledge to the construction operations to which they are assigned. In the area of safety, there can be no hesitancy on the part of the Inspector to take immediate action to reduce or eliminate a hazard or an

unsafe practice. Our Inspectors will make a conscientious and diligent effort to eliminate any conditions, which in their judgment would be hazardous to the workers, the public, or to themselves.

**18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.**

Our Inspectors will observe and document the contractor's operations as they relate to the NPDES permit requirements. If there are any violations the inspector will inform the contractor, notify the CM, and document the situation in the daily report. All of our field staff are trained and kept current on NPDES and SWPPP regulations and requirements.

**19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.**

During construction, our Inspector will be responsible for insuring that all the work is performed in strict conformance with the plans and specifications, agreements for work, applicable laws, safety regulations and city ordinances.

**20. Maintain data for change orders and record information regarding time of dispute, time of**

***notification by contractor, and action taken by inspector.***

Claims avoidance is best achieved by the Inspector (and contractor) proactively planning ahead, looking for problems or conflicts that could arise and result in contractor delays or disputes. The contractor will submit documentation to substantiate the claim for additional time and payment for their costs. It becomes immediately apparent how important the Inspector's records are in documenting the field conditions leading up to the incident that initiated the claim, as well as his records of the labor, materials, duration or other factors involved in the disputed portion of the work as it progresses.

***21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.***

The Inspector will meet with the contractor's representative to determine quantities of work completed by taking measurements or dimensions in horizontal planes. The materials and items of work that are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

***22. Ensure that contractors submit certified payroll reports with monthly progress payment requests.***

***Review reports for compliance with federal and***

***state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.***

Our Inspectors are trained and kept up to date with current labor compliance requirements. The purpose is to ensure workers on Federal Public Works projects are paid properly and to guarantee a level playing field for bidders on public works contracts. We maintain an updated Labor Compliance Manual so that our Inspectors are clear on the procedures for interviewing field employees and for maintaining the required documentation.

***23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.***

The Inspector will work closely with the CM in regards to document control and project correspondence filing system. Griffin utilizes a standardized system for document control that is based on the Caltrans Local Assistance Manual outline. All correspondence will be transmitted to the city as the work progresses and a complete copy of the project files will be submitted in digital format at the close of the project.

**24. Coordinate preparation and submittal of as-built plans to City upon project completion.**

The Inspector will review the as-built plans that the contractor maintains on a weekly basis and then again at the end of the month when confirming progress payment quantities. The contractor will be expected to update and maintain these record drawings and submit them for review by the CM and Inspector at close of the project and prior to submitting to the engineer for updating the project plans and filing with the Agency.

**25. Prepare preliminary and final punch list and follow through with contractor until completion.**

After reviewing the entire project, the Inspector will combine and condense their notes with those of the CM and transfer to a preliminary and or final correction list or punch list. Upon completion of the list, the inspector will review it with the contractor to make sure all items are clear and understandable. When all corrections are completed the Inspector and CM will "sign off" the project and provide a letter of conformance.

**26. Upon project completion, conduct final inspection and closeout encroachment and construction/excavation permits.**

When the job is deemed acceptable, the Inspector will make appropriate entries on the applicable permit cards. The dates shown by the Inspector for job completion will indicate, as nearly as can be determined, the date on which the work was completed, including corrections, if any.

## **APPROACH TO MANAGING RESOURCES**

### **Quality Control & Assurance**

**Commitment to Quality.** Quality is part of every process that we employ and every project that we build. Our Quality Assurance Program (QA) provides the means by which defects are avoided, or proactively mitigated, and by which defects are found. In contrast, Griffin's Quality Control Program (QC) is the verification that processes have been followed and specific outcomes have been achieved. Both aspects of Quality Management are essential.

**Quality Assurance.** We concentrate efforts on Quality Assurance and are constantly evaluating and improving our processes, rather than mainly focusing on identifying and catching problems or defects. QA provides for the removal of inadequate or faulty construction processes and provides new and appropriate ones. How this is done depends on the role of QA within the construction organization and the quality framework that is put in place. We develop and implement an extensive series of checklists and may

require a quality control manager to be assigned to the project. In addition, training is an essential component of the QA process, and assures an effective outcome. The QA program relies in significant part on the QA resources and practices established by our Construction Manager, which is reviewed by Griffin as an integral part of team coordination and project orientation. Implementation of the QA program is necessary for every aspect of every project we undertake. The Project Manager is responsible for ensuring that the program is implemented, with the understanding that Quality Assurance requires a team effort and encompasses every project activity.

The framework of the QA process balances the component parts of QA for the project, and defines, prioritizes, quantifies, and measures those processes and techniques throughout the delivery of the facility to permit early detection and corrective actions of deficiencies that significantly reduce impact on cost and schedules.

**Quality Control.** Griffin's Quality Control Program begins with team management, and Griffin has developed a multi-faceted approach to managing, monitoring, and maintaining the highest levels of project quality control. The keys to this approach are summarized in team communications, diligence,

feedback, response, and most importantly, direct and continued project involvement by our principals.

Project construction quality is of foremost importance, and Griffin Structures ensures that the Contractor firm has coordinated, established and implemented an effective QC plan that fully engages the Field Staff and the Subcontractors in the review processes. The coordinated QC plans of the Contractor and its appropriate subcontractors are integrated into Griffin's QC plan, and this is published as a guiding document for execution of the work.

### **Cost Control & Reporting**

Griffin maintains cost control and communicates budget status by utilizing a Contract Management System. Our system is fully integrated modules for cost control, general ledger, payroll, accounts payables and receivables and purchasing. Griffin's cost accounting system has two primary objectives: to provide a tool for budgeting construction operations and to provide detailed cost reports and forecasts to the project team.

From negotiating a fair contract with a fair fee with the City, to offering a transparent open-book approach to this project; from a top down commitment to ensure that everyone in and around your project is protected and safe to building a business that is financially stable and respected throughout the industry, integrity is at

the root of all that we do. We are all committed to bringing our integrity of character, building and business to you on this project.

### **Project Schedule**

Griffin believes that the term “never being satisfied” applies to the construction industry and it is based on multiple years of experience where there is always a refined and potential better way to do something if you are constantly revisiting the initial work plan for a project. Oftentimes contractors will assemble schedules without taking a step back or viewing the final plan from a different perspective politically and within the eyes of public sector project management. Because of Griffin's years of managing projects for public agencies, we can and will employ these skills when managing the on-going weekly and monthly operations during construction. If there are more expedient and cost effective measures to overlap and phase the construction sequencing we will make frequent and on-going recommendations for all project team members to consider. Contractors are receptive to refinements that lead to financially enhanced project results and we will constantly seek out the “win-win” opportunities such that all project stakeholders are successful.

### **A. EXCEPTIONS AND DEVIATIONS**

Griffin Structures, Inc. has reviewed the agreement, especially with regard to the indemnity and insurance provisions, and has no exceptions, technical or contractual, related to the standard contract.

The following hourly rate are for Griffin Structures Team to perform services as specified in RFP Section V.

**HOURLY RATE SCHEDULE**

Effective January 2014 through December 2014

**OFFICE PERSONNEL**

Principal-in-Charge *	\$195.00/hr
Director of Operations	\$195.00/hr
Project Manager	\$185.00/hr
Administration	\$85.00/hr

**CONSTRUCTION MANAGEMENT PERSONNEL**

Construction Managers	\$165.00/hr
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**PROJECT INSPECTOR PERSONNEL**

*Based on Prevailing Wage Rate effective January 1, 2014*

Project Inspector – Straight Time Rate	\$110.00/ hr
Project Inspector – Overtime ( <i>Monday – Friday excluding Holidays</i> )	\$165.00/ hr
Project Inspector – Overtime ( <i>Saturday excluding Holidays</i> )	\$165.00/ hr
Project Inspector – Overtime ( <i>Sundays or Holidays</i> )	\$198.00/ hr

\* City of Brea will not be charge for Roger Torriero's time, as Principal-in-Charge will be included in project overhead, which effectively reduces his rate to \$0 for the stated scope.

Note: *Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost without mark-up.*



**Fee Proposal, continued**

**Overtime Pay:** Overtime pay applies only to non-exempt employees and will be in accordance with current California Prevailing Wage law. Exempt employees will be billed hourly in accordance with the applicable hourly rates as shown.

**Holidays:** The following list of holidays are not considered "normal work hours" and overtime rates for holidays will apply in accordance with the applicable hourly rates as shown.

- |                                   |                         |
|-----------------------------------|-------------------------|
| <b>New Years Day</b>              | <b>Memorial Day</b>     |
| <b>Presidents Day</b>             | <b>Independence Day</b> |
| <b>Labor Day</b>                  | <b>Thanksgiving Day</b> |
| <b>Day after Thanksgiving Day</b> | <b>Christmas Day</b>    |

**Travel Time & Mileage:** Travel time will not be charged and field personnel performing their duties specifically related to the project will only charge mileage.

**HOURLY RATE ADJUSTMENTS**

Griffin Structures Inc. proposes an annual increase to the **Office and Construction Management Personnel** hourly rates based on the CPI for All Urban Consumers (Los Angeles) after the first full year of service.

Hourly rates for **Project Inspectors (Prevailing Wage)** are effective for 2014 and will be adjusted based on the updated Prevailing Wage Rate adjustments effective January 2015.







**GRIFFIN STRUCTURES, INC.**  
Program & Construction Managers  
385 Second Street, Laguna Beach, California 92651  
949.497.9000 | [www.griffinholdings.net](http://www.griffinholdings.net)

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and Onward Engineering (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit “B” Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit “B”. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT’s proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Majdi Ataya, P.E.  
President  
300 S. Harbor Blvd. Suite 814  
Anaheim, CA 92805

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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



CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

Majdi Ataya

Majdi Ataya, President 3/10/2015

CITY

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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



**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014 RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

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presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with

the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

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totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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



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5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day

CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

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CITY

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City Manager



**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

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4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.

**SECTION VI**

**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.

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

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: \_\_\_\_\_



EXHIBIT "B"

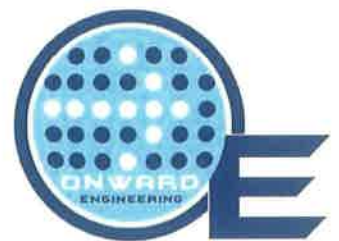
# ONWARD ENGINEERING

*Let OE exceed your expectations, and set the gold standard. Let's build a better tomorrow, today!*



Onward Engineering Proposal for  
Construction Management & Inspection  
Services for FY 2013-2014 in the City of Brea

[www.oe-eng.com](http://www.oe-eng.com)





# ONWARD ENGINEERING

300 S Harbor, Suite 814 Anaheim, CA 92805

Delfino "Chino" Consunji, PE  
Deputy Director of Public Works/City Engineer  
Public Works Department-Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732  
Downey, CA 90241-7016

March 25, 2014

**SUBJECT: Proposal for Construction Management & Inspection Services for FY 2013-2014**

Onward Engineering (OE) is pleased to submit one original and four copies of our proposal to provide Construction Management & Inspection Services in the City of Brea. OE is no stranger to construction management and inspection. In fact, we have provided successfully—and continue to prove to the City's satisfaction—Construction Management & Inspection services to the City of Brea. The most important element on a contract like this is a firm that the City can trust—with OE, you can be sure that you will remain our number one priority for the life of this contract. You can also be sure that we have the technologies and staff on board to ensure positive public perception of your projects.

The City has several upcoming projects, such as the Valencia Landscape Medians and Imperial Highway Greenbelt Landscape Improvements Project for which they require CM and Inspection services. OE understands the City of Brea's expectations, processes, and procedures when it comes to CM and Inspection. Our staff is familiar with the City's document controls system, VPM. Our team has a variety of experience on street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility district improvements, and annual CIP projects such as slurry seal, sidewalk replacement, and sewer mainline relining. In addition, we understand various funding sources including Measure M2, TDA, Measure R, CDBG, ARRA, FHWA, FEMA, STPL, SRTS, and others. Our staff is also very familiar with the surrounding Cities, and can seamlessly provide interagency coordination and Caltrans coordination on any project.

A firm is only as good as its staff, and in that regard, OE is truly a notch above the rest. This starts with our proposed Construction Managers. Our Construction Managers understand the intricacies of Public Works Construction and can truly step in as your advocate in this role. They are intimately familiar working with multiple agencies such as Caltrans, Flood Control Districts, Water Districts, County, Transportation Commissions, and the general public. Our Construction Managers are backed by a deep bench of Construction Inspectors, ensuring that the City of Brea can be served regardless of the workload. Our Inspectors have worked in environments similar to that of Brea's. Their attention to detail and ability to control traffic during construction ensures that a jobsite can remain safe throughout the project.

Our team is extremely responsive; the lines of communication will remain open throughout each project phase. We guarantee the team we propose on each project will in fact be the team you get. Having a consistent team assigned to each project ensures a personable and professional relationship. We do not over-allocate our staff, because we believe in making your projects our priority; this means for the life of the project, our resources are allocated appropriately. OE proposes three sub-consultants for this contract:

**CL Surveying & Mapping Inc. (for monument preservation and surveying)**

Lam Le, Principal

Phone: (909) 484-4200 Fax: (909) 484-4229

1269 Pomona Road, Suite 108, Corona, CA 92882

**Converse Consultants (for geotechnical)**

Hashmi Quazi, Principal

Phone: (909) 796-0544 Fax: (909) 796-7675

185 E. Paularino Ave, Suite B, Costa Mesa, CA 92626

**Saf-r-Dig (for Potholing)**

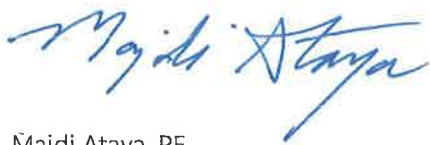
Donald Whitman, Branch Manager, Project Manager

Phone: (909) 370-0930 Fax: (909) 370-3577

12210 Michigan Avenue, Suite 24, Grand Terrace, CA 92313-5475

Majdi will act as the Principal-In-Charge for this contract and the individual responsible for entering OE into agreement with the City of Brea. His time in public works as a former City Engineer and Deputy Director of Public Works means he knows what public sector clients want. Majdi will diligently act as your advocate and as an extension of your staff. This proposal shall remain valid for a period of not less than 90 days from the date of the submittal. All of the information contained in our submittal is true and correct to the best of our knowledge. Our greatest effort goes into the quality of the projects we deliver. We make sure our deliverables surpass the level of quality required of industry and expected by you. OE thanks the City of Brea for the opportunity to submit this proposal. If you have any questions or require additional information, please feel free to contact me at any time on my mobile phone at (714) 457-2994 or by email at [mataya@oe-eng.com](mailto:mataya@oe-eng.com).

Thank you,



Majdi Ataya, PE

President



# QUALIFICATIONS, RELATED EXPERIENCE, & REFERENCES

## Firm Profile

**"Our mission** is to provide the very best engineering and construction management services to public agencies by being a leader in innovation, efficiency, quality, and customer service; in doing so, we wish to improve the quality of life in the communities we serve."

**Type of Corporation:** "C" Corporation

**Year Founded:** 2004

**Number of Employees:** 25

**Office Locations:** 300 S. Harbor Blvd., Suite 814, Anaheim, CA 92805 (2,000 square feet)

**Contact Info:** Phone- (714) 533-3050; Fax-(714) 948-8978; Email- [mataya@oe-eng.com](mailto:mataya@oe-eng.com)

**Services Offered:** Construction Management, Inspection, Project Management, Design Engineering,

## Financial Condition

OE is not owned in any way (fully or partially) by any other business organization or individual. OE maintains a strong financial condition. There is no past or present litigation in which OE is involved. OE's upper-level management structure is hands-on and involved in the day-to-day operations of the company.

## The OE Difference

Onward Engineering (OE) is a full-service civil engineering firm established in 2004 with the primary purpose of providing project management, staff augmentation, construction management, and inspection services to public agencies including municipal, state, and federal government clients. Our goal of providing superb consulting services is aided by our commitment to responsiveness, quality assurance, quality control, and

longstanding relationships with our sub-consultants. Our firm and team are proven, and our track record of providing excessively successful CM & Inspection services covers multiple cities including the City of Brea.

We absolutely love what we do, and we focus on what we know. We understand public agencies, and we understand public agency advocacy while maintaining good communication with City constituents. This is the essence of what we do, and our experience largely falls under this category of work. Whether the work is neighborhood rehabilitation, arterial rehabilitation, reconstruction, intersection or street widening, realignment, traffic calming, parkway improvements, substructure, landscaping, or facility/vertical construction and land development, we put forth a team and strategy that is tailored to that type of work.

The OE difference is in our commitment to the future of your City, our dedication to open lines of communication, and our promise to act as the City's advocate when interfacing with various stakeholders. In summation, the OE difference is in the OE mentality that quality engineering can be attained without sacrificing cost-effectiveness; and by implementing a customized solution to fit your specific needs on every project.

### Value Added Services

OE utilizes highly trained staff and promises to provide ingenuity in its engineering solutions. As a firm, we also believe in offering clients' beneficial tools and resources which make their experience with OE remarkable. A partial list of services we provide as a value added service without an additional charge include:

1. VPM for Document Control: OE has many unique advantages when it comes to construction management and inspection. We have completed multiple projects, and are currently working on more construction projects with the City of Brea using Virtual Project Manager (VPM). All of the construction projects performed by Onward Engineering are either managed using the cloud based systems, VPM or Box. These two systems allow us to easily track the daily logs, RFI's, Submittals, Change Orders, Time Cards, project contacts and all other project related documents.

2. Project Hotlines: OE establishes project hotlines to provide businesses, residents, and City staff 24/7 access to project personnel. This number can be used for general distribution. Callers will be greeted by a short, pre-recorded introduction requesting they dial an extension to gain insightful project information (street closures, schedule changes, street parking, etc.) prior to routing them to a specific project staff member. All calls are addressed by an actual person. This system is completely customizable and can change throughout the course of a project (contact person, disseminated information, etc. can be altered). This means that residents, businesses, visitors, and the like all stay informed over the course of any project. It is our belief that an informed public is a happy public.
3. Project Maps: OE has the tools to build complex and dynamic maps for online access to stakeholders affected by a project. These maps can include project information important to affected stakeholders. We can update this map in real-time to keep the public informed. Phasing, detours, temporary parking, street closures, and basic project limit information can be shown on this map. By providing information through this medium, we are truly giving the City options and alternatives for the dissemination of information.
4. Scheduling Technology: OE utilizes Microsoft Project for performing typical CIP scheduling and resource allocation. Our staff members have practical knowledge working with Microsoft Project and have also attended training specifically for Microsoft Project. Additionally, our staff is ready and able to leverage the power of Primavera P6 on more complex and advanced projects.
5. Resource Allocation & Billing: Our billing system is all about transparency. We use BillQuick software to prepare invoices and reports to the City. This technology allows the City to request OE send billing statements at any time in the billing cycle, in addition to a report of the hours and expenses at any point in time. We can easily compare proposed hours and expenses versus actual hours and expenses billed-to-date to ensure that the budget remains intact.

## Firm Experience

**CITY OF LA HABRA HEIGHTS ON-CALL CM & INSPECTION (2007-2009)**

OE provided a City Engineer and Engineering, Construction Management, and Inspection Support services to the City of La Habra Heights, from 2007 to 2009. Members of our proposed team that were involved in on this contract include: **Robert Parsons and Hernan Pelaez**. In this capacity, OE was responsible for developing standard drawings, ensuring quality on all CIP projects, public coordination, presenting at City Council meetings, project management, and procuring ARRA, FHWA, and FEMA funding for various CIP projects. Support services included design, construction and project management services, public works inspection, CIP inspection, plan check, and counter review services. A partial listing of projects included:

- Las Palomas Drive Street Reconstruction Project (Prop 1B)
- Hacienda Road & East Road Stimulus Street Restoration Project (ARRA)
- Fullerton Rd. Roadway Drainage Improvement & Slope Repair (FHWA)
- Annual Roadway Maintenance Projects (2007, 2008, 2009)
- Hacienda Rd. Realignment, Drainage & Slope Stabilization (FHWA)
- City of La Habra Heights Sewer System Management Plan (SSMP)
- Building Official, Planning, Grading, and Building Plan Check & Inspections

**CITY OF NORWALK CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

OE provided CM & Inspection services which included the management of CIP projects for the City of Norwalk. Members of our proposed team that were involved in on this contract include: **Robert Parsons**. OE's responsibilities included: public coordination, City Council meeting representation and effective project management with an emphasis on maintaining schedules and implementing cost control. We have included a partial list of those CIP projects below:

- Rosecrans Median Improvement Project
- Citywide Bus Stop Improvement Project
- FTA Administered 2010 Bus Shelter Replacement Project



- Traffic Signal Modification and Installation Project
- Orr Park Community Center/Sarah Mendez Park
- 2008 & 2009 Cape/Slurry Seal & Overlay of Various Norwalk Streets
- Studebaker Road & Firestone Blvd. Rehabilitation Projects
- Vista Verde Park Rehabilitation Project
- Phase 1 & 2 Watermain Replacement Project

### CITY OF BELLFLOWER ON-CALL CM & INSPECTION SERVICES

OE handled a breadth of projects for the City of Bellflower requiring stakeholder coordination and working with the community. Members of our proposed team that were involved in on this contract include: **Robert Parsons**. OE's responsibilities included: public coordination, City Council meeting representation and effective project management with an emphasis on maintaining schedules and implementing cost control.

We have included a partial list of CIP projects below:

- Bellflower Blvd. & Woodruff Ave. Rehabilitation (STPL)
- Mapledale/Van Ruiten Water Interconnection Project
- Riverview Park Construction Project
- Palm Park Construction
- Woodruff Avenue & Palo Verde Avenue Rehabilitation Project
- Virginia Avenue Road Widening Project
- Clark Avenue Rehabilitation Project

### LINCOLN BOULEVARD REHABILITATION PROJECT

OE provided full service construction management and inspection services on this project for the City of Santa Monica. **Jim Geyer** was the Construction Manager on this project for the City of Santa Monica & **Carlos Lopez** was the Sr. Construction Inspector. The project limits were on Lincoln Blvd, from the I-10 to the south Santa Monica City limits. The estimated cost was \$2.8 million funded by Federal Transportation

Grant. This portion of Lincoln Boulevard is an undivided arterial roadway which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Blvd. and Ocean Park Blvd., while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX. The work included extensive coordination with businesses and stakeholders. Construction took place at night, and required careful coordination.

### ATLANTIC BOULEVARD & FIRESTONE AVENUE REHABILITATION PROJECT

OE provided full service construction management and inspection services on this project for the City of Santa Monica. **Jim Geyer** was the Construction Manager & **Bill Fernandez** was the Sr. Construction Inspector for the City of South Gate on this \$6 million project. The project limits were on two arterial streets: Atlantic Avenue from Firestone Blvd to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The scope included widening the intersection; concrete approach to intersection; grind and ARHM overlay; 50,000 SF of sidewalk; 1,850 LF of curb and gutter; 2,100 LF of DIP waterline; and 2,840 LF of recycled waterline; 4,656 LF of median island curb with decorative landscaping and a city monument sign. This project was funded with Measure R, MTA and other state funding sources, and required the preparation of an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with the LAPM.

### TELEGRAPH ROAD MEDIAN IMPROVEMENTS & ROADWAY REHABILITATION PROJECT

**Jim Geyer** was the Construction Manager on this project for the City of Pico Rivera. The Telegraph Road Landscape Median Improvements Project [City Project No. 21232 and Federal Project No. HSIPL-5351 (022), EA 07-933969L] is funded by Federal Highway Safety Improvement Program (HSIP) and Proposition C. The construction cost was \$2.1 million dollars. This project included median, landscape, irrigation, roadway, parkway, traffic signal, and peripheral improvements. The work was conducted on the east-west corridor of Telegraph Road, a residential and commercial major thoroughfare

accommodating approximately 26,000 vehicles per day and shared with the City of Downey. The work on Telegraph Road from Lakewood/Rosemead Boulevard to Passons Boulevard included excavation, 21,349 square feet of pavement and concrete removal under the medians, construction of 4,799 square feet of a concrete dowel on median curb, construction of 430 square feet of 4" sidewalk, curb and gutter construction, installation of concrete spandrel, 17 curb ramps, and 21 truncated dome mats. In addition, the work entailed traffic signal modifications at Telegraph Road and Lakewood/Rosemead Boulevard, Telegraph Road and Serapis Avenue, and Telegraph Road and Passons Boulevard. An alternate bid added enhancement/beautification items east from the end of curb at Lakewood Boulevard and Telegraph Road to Passons Boulevard. This included construction of pervious concrete pavers, fine grading, installation of automatic irrigation and a moisture barrier, and placement of 16,976 of landscape mulch, 1,984 shrubs, 84 box trees, and 47 brown trunk palms. Additionally, the work under this alternate item entails all roadway improvements including 136,512 square feet of 2.5" cold mill, ARHM overlay totaling 3,147 tons, and 56,342 square feet of removal and reconstruction of 9" on Telegraph Road and 416 square feet of remove and replace 4" over 8" aggregate at the intersection of Telegraph Road and Lindell Avenue. This bid item also added replacing survey monuments and adjustment of water valve box and manholes and all pertinent signing and striping items. Intersection pavement improvements at Lakewood Boulevard and Telegraph Road included 11,180 square feet of 2.5" cold mill and ARHM overlay totaling 182 tons. The project also covered pavement improvements on Lakewood Boulevard from Telegraph Road to Vista Del Rosa Street including 48,308 square feet of 2" cold mill with 628 tons of ARHM overlay, adjusting water valve box, manholes, traffic signing and striping, and 14 traffic loop detectors (Type "E") on Lakewood Boulevard.

## HARBOR BOULEVARD & ADAMS AVENUE WIDENING PROJECT

OE provided full service construction management and inspection services on this project for the City of Santa Monica. **Jim Geyer** was the Construction Manager on this project for the City of Santa Monica & **Carlos Lopez and Vince Mead** were the Sr. Construction Inspectors. This project was identified in a Memorandum of Understanding (MOU) executed by OCTA, Costa Mesa, Fountain Valley, and Huntington Beach for the Garfield Avenue—Gisler Avenue Bridge over the Santa Ana River. The construction of this project is estimated in the amount of \$2,737,737 dollars. Funding for this project was through Measure M2, State-Local Partnership Program (SLPP), and Traffic Impact Fee funds. Harbor Boulevard and Adams Avenue are heavily travelled arterials providing access to multiple business and shopping centers, (most notably the Mesa Verde Shopping Center) as well as providing to-and-from access for students attending Orange Coast College. Adams Avenue eastbound is a major arterial with two through lanes, one dedicated right-turn lane, and two dedicated left-turn lanes. This project added a third dedicated left-turn lane—requiring minor street widening with major widening along the southerly side of Adams Avenue near the intersection approach. Harbor Boulevard southbound is four through-lanes, two dedicated left-turn lanes, and one right-turn lane. This project added a second dedicated right-turn lane (on Adams). This required widening along the westerly side of Harbor Boulevard near the intersection approach. Harbor Boulevard northbound includes three through-lanes with two dedicated left-turn lanes. This project extended the northbound left-turn lanes due to heavy turning movement. Left-turn lanes northbound were present against a meandering hardscaped median. An existing raised median north of Verde Drive was reconstructed to allow left turn movement into the shopping center. This project also included decorative crosswalks at the Harbor Boulevard—Adams Avenue intersection, traffic signal modifications, decorative crosswalks and sidewalks, median alterations, landscaping, and a general grind and overlay of the roadway. The work involved widening all four corners of the intersection, requiring extensive traffic signal modifications. Major roadway work was done at night.

## CITY OF TORRANCE SIDEWALK/PEDESTRIAN ACCESSIBILITY PROJECT

OE provided construction inspection services on this project for the City of Torrance. **Timothy Stanley** was the Sr. Construction Inspector on this project. The work entails 79,300 square feet of sidewalk removal and construction of a 3 ½" thick PCC sidewalk over 4" CMB, 5,300 lineal feet of curb and gutter removal and replacement to match existing curb heights and gutter widths, restoration of 1' wide AC pavement, 10,900 square feet of driveway replacement, 3,070 square feet of corner radius curb replacement, removal of 11,870 square feet of cross gutter and curb and gutter and replacement with new cross gutter and monolithic curb and gutter, 1,900 square feet of pavement replacement, 285 instances of tree removals and 310 locations of root pruning. Additionally, the work entails periphery parkway improvements and 10 detectable warning surface panels at access ramps.

## City of Brea Experience

OE is currently providing full service engineering services which included the management of CIP projects, including design, construction management services, and construction inspection services for the City of Brea. OE was heavily involved in several large-scale high-profile development projects requiring extensive coordination. Staff members providing services to the City of Brea include **MJ Gestine, Robert Parsons, Bill Stiles, and Timothy Stanley**. OE's responsibilities included: public coordination, and effective project management with an emphasis on maintaining schedules and implementing cost control. We have included a partial list of projects below:

- Public Works Inspectors providing inspection for permit and public works construction
- Capital Improvement Project Inspectors providing inspection on City CIP projects
- City Yard Repaving Project
- La Floresta Village Development Project
- Blackstone Development Project
- Rails to Trails Project

- Bandstand Project
- City Ventures Development Project
- Elm Street Resurfacing and Waterline Replacement Project
- Cinnamon Tract Rehabilitation Project
- Lambert Road Rehabilitation (Phase I) Project
- Master Plan Sewer Upgrades (Phase V) Cherry & Alder Street Project
- State College Blvd. Rehabilitation Project

In addition, OE has worked with the City La Habra, La Mirada, Fullerton, and Placentia. All of those cities are happy with our work and our staff. We can easily coordinate projects which transverse into those cities and require their approval. Additionally, we are very familiar with working on projects requiring heavy Caltrans coordination.

### Sub-consultant History

1. **CL Surveying & Mapping:** On all the following projects, CL Surveying ONLY provided topographic survey and monument preservation.
  - a. Costa Mesa- Placentia Avenue Median Beautification
  - b. Irvine-Alton Left-turn Lane Project
  - c. Torrance- 190<sup>th</sup> Street Rehabilitation
  - d. Placentia-CDBG Pedestrian Accessibility Project
  - e. Brea-Lambert Road Rehabilitation Project
  - f. Commerce-Rosini & Rosewood Neighborhood Rehabilitation
  - g. La Mirada-Escalona Road Rehabilitation
  - h. Bellflower-Palos Verdes Rehabilitation
  - i. Hawaiian Gardens-2011-2012 Residential Rehabilitation Project

- 2. Converse Consultants:** On all the following projects, Converse Consultants ONLY provided geotechnical and materials testing.
- a. Diamond Bar-Morning Canyon Road Reconstruction
  - b. Costa Mesa-Harbor Boulevard & Adams Avenue Intersection Widening
  - c. La Mirada-Area A & B Residential Rehabilitation Project
- 3. Saf-r-Dig** On all the following projects, OE Saf-r-Dig ONLY provided potholing services.
- a. Brea-Berry & Imperial Sewer Design Project
  - b. Brea-Lambert Road Rehabilitation Project
  - c. Costa Mesa- Harbor & Gisler Intersection Widening Project
  - d. Irvine-Irvine Center Drive Pavement Rehabilitation Project

## References

### CITY OF LA HABRA HEIGHTS

Amad Qattan, City Engineer

(951) 232-1790

1245 N. Hacienda Road, La Habra Heights, CA 90631

### CITY OF NORWALK

Randall Hillman, Associate Engineer

(562) 929-5719

12700 Norwalk Blvd., Norwalk, CA 90650

### CITY OF SANTA MONICA

Hany Yanni Demitri, P.E., T.E., Civil Engineer

(310) 458-2201 ext. 5385

1437 4th Street, Suite 300, Santa Monica, CA 90401

### CITY OF PICO RIVERA

Jose Loera, Associate Engineer

(562) 801-4350

6615 Passons Blvd., Pico Rivera, CA 90660

**B**  
SECTION

# PROPOSED STAFFING & PROJECT ORGANIZATION

## Qualifications Chart

The following qualifications chart showcases education, experience, and applicable professional credentials of our project staff. Resumes for our team can be found on the following pages.

Name/Roles	Qualifications
Majdi Ataya (Principal-in-Charge)	-32 years of experience -BS Civil Engineering, CSULB & MPA Coursework, CSULB -Registered Civil Engineer -Former Deputy Director of PW & City Engineer
Douglas Benash Construction Manager	-22 years of experience -BS Civil Engineering, Cal Poly Pomona -Registered Professional Engineer -Qualified SWPPP Developer (#C53935)
"M.J." Geste Construction Manager	-36 years of experience -BS Engineering, Penn State -Registered Civil Engineer -Caltrans Resident Engineers Academy
Jim Geyer Construction Manager	-20 years of experience -MS Civil Engineering, BYU & BS in Civil Engineering, BYU -Registered Civil Engineer -PMP Candidate w/ Direct Caltrans Experience



Name/Roles	Qualifications
Justin Smeets Construction Manager	<ul style="list-style-type: none"> <li>-9 years of experience</li> <li>-BS Civil Engineering, CSUF</li> <li>-Registered Civil Engineer</li> <li>-QSD (Qualified SWPPP Developer)</li> </ul>
Robert Parsons Sr. Inspector	<ul style="list-style-type: none"> <li>-36 years of experience</li> <li>-Former County of Orange Principal Inspector</li> <li>-Licensed Class A &amp; B Contractor</li> <li>-Construction Engineering Coursework, Cal Poly Pomona</li> <li>-AA Drafting &amp; Surveying</li> </ul>
Bill Stiles Sr. Inspector	<ul style="list-style-type: none"> <li>-38 years of experience</li> <li>-Engineer-in-Training (EIT) Certification</li> <li>-Former County of Orange Principal Inspector</li> <li>-Caltrans Certified for Concrete Work</li> </ul>
Tim Stanley Sr. Inspector	<ul style="list-style-type: none"> <li>-30 years of experience</li> <li>-Public Works Inspector, Business Admin, and Computer Tech Coursework</li> <li>-Caltrans Certified CTM-375 AC Pavement In-Place Density</li> <li>-Caltrans Certified CTM-201 Sample Preparation</li> <li>-Caltrans Certified CTM-539 Concrete Sampling</li> <li>-Caltrans Certified CTM-533 Ball Penetration</li> </ul>
Bill Fernandez Sr. Inspector	<ul style="list-style-type: none"> <li>-32 years of experience</li> <li>-ACI Certification</li> <li>-Caltrans Coordination Experience</li> <li>-Deputy Grading Inspector</li> </ul>

Name/Roles	Qualifications
	<ul style="list-style-type: none"> <li>-Deputy Asphalt Inspector (Irvine) &amp; Trench Shoring Safety Certification</li> <li>-Caltrans HC-1 for Test Methods (201, 202, 216, 217, 231)</li> </ul>
<p>Carlos Lopez Sr. Inspector</p>	<ul style="list-style-type: none"> <li>-33 years of experience</li> <li>-Former Supervising Construction Inspector for County of Orange</li> <li>-AA Civil Engineering Technology, Los Angeles College</li> <li>-Drainage Inspection/Flood Control Channel Inspections</li> </ul>
<p>Vince Mead Sr. Inspector</p>	<ul style="list-style-type: none"> <li>-32 years of experience</li> <li>-Former Supervising Construction Inspector for County of Orange</li> <li>-Bridge &amp; Channel Inspection Experience</li> </ul>

# Douglas Benash

## SR. CONSTRUCTION MANAGER

BS Civil Engineering, Cal Poly Pomona • Registered Professional Engineer #53935 • Qualified SWPPP Developer (#C53935)

### PROFILE

Douglas has harnessed over 22 years of municipal engineering, construction management, contract administration, design experience, and regulatory compliance. In working with small jurisdictions, as a City Engineer, he was involved in all aspects of the projects that the City designed and constructed. This included coordinating with the local, county, state and federal agencies, and various utilities to ensure successful project completion. Douglas understands the level of detail and problem solving skills required to complete high profile projects on time and within budget. He brings this level of expertise as projects are developed, designed and constructed. Douglas also manages Capital Improvements to provide quality design and management of public works projects to our client cities. He oversees and review the design, studies, investigations, plan checks, surveys, funding requirements for projects. He also facilitates and assist agencies in the bidding process, award of contract, initiation of construction, construction and project closeout; including proper file documentation, labor compliance, funding administration and project acceptance and provide full construction management.

### WORK EXPERIENCE

#### BEVERLY BOULEVARD PARKWAY & STREET IMPROVEMENTS, Pico Rivera

Douglas managed this project to complete the federally funded street improvements. He coordinated our sub-consultants labor compliance services and worked with Caltrans to successfully address all construction and labor compliance requirements to ensure full project reimbursement by Caltrans to the City. The work included traffic signal upgrades and roadway improvements. The work included ADA improvements in un-improved right-of-way to include the path of travel, access ramps and drive approaches.

#### ROSEMEAD-MINES STREET & PEDESTRIAN ACCESS IMPROVEMENTS, Pico Rivera

Douglas provided design and CM services for the preparation of roadway improvements and traffic signal improvements for Mines Avenue as part of the City's park improvements and County library improvements. The work included ADA improvements coordinated with diagonal roadway parking, landscaped median pop-outs, and access ramps and drive approaches as part the major improvements and new library construction.

#### GRAN PLAZA 2<sup>ND</sup> STREET & PEDESTRIAN ACCESS IMPROVEMENTS, Calexico

Douglas managed this project which entailed widening 2nd Street from 2 lanes to 6 lanes roadway with water, storm drain, sewer, street lights, traffic signals and roadway improvements for the Gran Plaza development project. The work included ADA improvements in un-improved right-of-way and existing improvements from access ramps at intersections and drive approaches with roadway approaches greater than 5% grades.

#### HANDICAP RAMP CONSTRUCTION, Diamond Bar

Douglas provided design and construction management services for the City's CDBG funded ramp construction project within a hillside neighborhood. The roadway slopes provided design challenges in order to comply with the ADA design standards. The project was constructed with minimal change orders and all eligible CDBG funds were utilized.

## PROJECT MANAGER, Montebello &amp; Bell Gardens

Douglas provided design and construction management services to successfully complete numerous federally and locally funded street improvement projects which included complete ADA ramp improvements at intersections with associated coordination with private property improvements.

## CITY ENGINEER/DEPUTY DIRECTOR OF PUBLIC WORKS (2000-2009), Monrovia

Douglas managed the engineering operations for the City inclusive of budget, development and redevelopment projects, capital improvements, regulatory compliance, general and traffic engineering, utilizing the staff to complete the priority projects of the Department. In addition, I have continued and initiated several programs to implement the Environmental Accords focusing on stormwater, flood control, LEED building standards and utility impacts for the City. He performed general engineering duties for the City, these included procuring design professionals to prepare project construction documents, perform plan check services, initiate construction contract procurement procedures, manage the projects to completion, provide analysis of request for information-change orders-time and material verification, and project closeout; projects included building construction and renovation, site designs, integration of private development improvements, heavy and light rail projects, street construction, street improvements, storm drain improvements, underground water and sewer improvements, including coordinating various funding sources, regulatory compliance, and managing the engineering and field staff of the Public Works Department. The following is a partial list of the projects that Douglas played an integral part in, measuring success by completing on time, under or at budget:

- Old Town Theater Streetscape Improvement Project & Old Town Myrtle Streetscape Improvements
- Colorado Commons Redevelopment Project & Street Improvement project
- City Yard Remodel
- Library Project & Parking Structures (including LEED certification)
- Gold Line Foothill Extension
- Transit Village – 80 Acre Transit Orientated Redevelopment Project
- Commercial and Residential Redevelopment Review, Grading/Drainage Plan Check, and Inspection
- Street Resurfacing and Rehabilitation Projects
- Traffic Signal and Street Light Projects
- Water and Sewer Utility Projects, Mainline Replacement and Capital Improvements
- Stormwater regulatory compliance and program implementation

## SR. PROJECT ENGINEER, San Gabriel

Douglas initiated project budgetary analysis, defined the scope of work for the consultants to prepare the construction documents, initiated construction, and provided contract administration through successful project closeout. A partial list of projects taken on by Douglas included:

- City Hall Remodel
- Underground Storage Tank Removal and Site Remediation
- Mission San Gabriel Seismic Retrofit & Mission District Streetscape Improvements
- San Gabriel Civic Auditorium Historic Restoration
- Alameda Corridor East Project
- Street Resurfacing and Rehabilitation projects
- Traffic Signal and Street Light projects

# Mary Jane "M.J." Gestine

## SR. CONSTRUCTION MANAGER

BS Engineering, Penn State • Registered Professional Engineer #57283

### PROFILE

M.J. possesses over 36 years of solid experience in the public works sector. She places emphasis in exceeding our clients' expectations by developing a thorough scope of work prior to contract execution. As Construction Manager, M.J. has gained effective leadership and communication skills in leading projects from inception to completion. M.J. also has extensive experience working with Caltrans and managing project involving multiple stakeholders. As a Construction Manager, M.J. continues to utilize her diversified experience in delivering small and large Capital Improvement Projects.

### WORK EXPERIENCE

#### LAMBERT ROAD REHABILITATION PROJECT (PHASE I&II), City of Brea

M.J. provided design engineering services for this project comprised of 3,900 lf of roadway. The project spanned from Delta Avenue to Tamarack Avenue. This project was required intense focus and acute attention to detail as it is on a major arterial. This project required replacement of damaged curb, gutter, and sidewalk, installing ADA compliant curbs with custom designed reinforcement, stabilizing base material and replacing median island noses. M.J. was able to complete this project with an extensive drivability review and assessed roadway cross-fall s relating to new ramp and driveway construction. Phase 2 of this project includes rehabilitation of the segment of Lambert Road from Tamarack Avenue to State College Boulevard. The work also encompasses reconstruction of curb access ramps, sidewalk improvements, and 2,000 linear feet of storm drain improvements from Cliffwood Avenue to State College Boulevard.

#### MACARTHUR BLVD. WIDENING & REHAB, Fed., State, County of Orange and Caltrans

M.J. had dual role responsibilities on this \$7 million dollar project. Prior to construction, M.J. acted as the Right-of-Way Engineer. M.J. was able to successfully negotiate friendly purchase agreements on 7 of 8 parcels in a 3-month span. During construction, M.J. acted as Chief Project Manager. She quickly and cooperatively resolved underground conflicts with the utility representatives, John Wayne Airport Authority, and the Contractor.

#### CULVER DRIVE & WALNUT AVENUE RESURFACING AT THE I-5 FREEWAY: State (Caltrans)

M.J. Managed both combined road program projects simultaneously. She coordinated the work of 2 different Contractors in adjoining areas. The work was unique due to its close proximity to schools, shopping centers, and residential street outlets. M.J. was able to successfully coordinate with all stakeholders to ensure project delivery.

#### SAND CANYON BRIDGE WIDENING & BIKE TRAIL ACROSS SAN DIEGO CREEK: City of Irvine

As the Project Manager, M.J. acted as a liaison during a standoff between Southern California Edison and the City staff. M.J. was able to negotiate an agreement between the two parties. M.J. was able to manage this project, expediting the design and beating the contract award deadline which gained the City \$150,000 in outside funding. Despite a rain washout of the falsework, the work was completed on schedule and within budget.

**HARVARD/WARNER TRAFFIC SIGNAL MODIFICATIONS:** The Irvine Company & City of Irvine  
M.J. managed this project and completed the work on a critically short deadline, saving a significant amount of money for the City by gaining Contractor cooperation and implementing a rarely-used contract process.

**BARRANCA ROAD WIDENING (AHFP, SLTPP, OCTA, CALTRANS):** City of Irvine & City of Tustin  
As the Project Manager, M.J. amicably resolved the driveway access conflict with the Tustin MCAS commanding personnel on this \$1.6 million dollar project. M.J. saved the City of Irvine considerable amount of money on traffic signal equipment order through negotiations.

**CULVER DRIVE & WALNUT AVENUE RESURFACING AT THE I-5 FREEWAY, STATE (CALTRANS)**  
M.J. Managed both combined road program projects simultaneously. She coordinated the work of 2 different Contractors in adjoining areas. The work was unique due to its close proximity to schools, shopping centers, and residential street outlets. M.J. was able to successfully coordinate with all stakeholders to ensure project delivery.

**MAIN ST. LAND ACQUISITION, WIDENING AND REHAB, Fed., State, County of Orange and Caltrans**  
M.J. Acted in a dual role for this project which has a total cost of \$13 million dollars. Prior to construction, M.J. acted as the Right-of-Way Engineer and successfully negotiated friendly purchases on 32 parcels in only 4 months. (ROW staff had previously closed 2 escrows in 7 months).

**MEADOWBROOK TO LAKE CONNECTION ROAD:** Irvine Unified School District  
As the Project Manager, M.J. was nominated for the City Manager's Cornerstone Award as a result of superior efforts to reduce project cost on this project. M.J. visualized a future need of Irvine Unified School District (IUSD) for water access, initiated meetings, conceived a joint design, and ultimately concluded an agreement with IUSD to share 50%of the waterline construction costs.

**WESTPARK, PHASE I & II - 880 ACRE DEVELOPMENT:** Irvine Company & City of Irvine  
M.J. took the lead role in expediting the Plan Check Process through the various City departments on the \$5 million dollar development project. M.J. worked at an accelerated pace to meet City Council Report deadlines and the developer's aggressive opening schedule.

**SAN DIEGO CREEK OPEN SPACE- 11 ACRE CHANNEL HABITAT RESTORATION**  
As the Project Manager of this 2 mile, 11.5 acre habitat restoration project, M.J. personally found a significant amount of design deficiencies and inaccuracies in the construction drawings that were prepared by a consulting firm for the Developer. Worked extremely persuasively and effectively to correct all problems so as to engage in the project construction during the permitted planting window allowed by Fish & Game. M.J. saved the project from being postponed an additional year, thus saving administration costs on this \$3.2 million dollar project.

**SEWER LINE CONSTRUCTION IN ARTERIAL ROADWAY OF CITY HALL,** City of Irvine  
As the Project Manager, M.J. worked closely with the inspection team to manage construction on this project. The work was accomplished on an accelerated schedule. M.J. intervened for the Contractor with City staff and obtained a rare variance for weekend and night work which reduced construction time and limited the City's liability for this 26 ft. deep sewer located in the travel lanes.

# Jim Geyer

## SR. CONSTRUCTION MANAGER

Registered Civil Engineer (CA & AZ) • BS Civil Engineering w/ Emphasis in Hydraulics and Water Resources, BYU  
MS Civil Engineering w/ Emphasis in Soils, BYU • Certificate in Applied project Management • Direct Caltrans Experience  
Project Management Professional (PMP) Candidate • Familiarity with LAPM

### PROFILE

Jim possesses over 20 years of solid experience in the public works sector. He places emphasis on exceeding our clients' expectations by developing a thorough scope of work prior to contract execution. Jim has a wide range of experience on a variety of construction management projects. His duties have included both on-site and office engineering. An added benefit is his knowledge of the "Greenbook" and Caltrans Standard Specifications and Plans and LAPM. He is proactive in identifying potential obstacles before they occur. Jim is a registered civil engineer and will bring that as an added benefit during construction, ensuring that the design intent is properly understood.

### WORK EXPERIENCE

#### CRENSHAW BOULEVARD RECONSTRUCTION PROJECT, Lomita

Jim was the Construction Manager on this project for the City of Lomita. This project called for approximately 2,325 cubic yards of reconstruct in the intersection of Crenshaw Boulevard and Lomita Boulevard. A small portion of this intersection (west) was within the City of Torrance, so interagency coordination was essential. This project also called for the resurfacing of Crenshaw Boulevard in both directions, south (approximately 1,056 linear feet) and north (approximately 325 feet). The work also included resurfacing on Lomita Boulevard from the Crenshaw Boulevard intersection east to Narbonne Avenue (around 2,700 feet).

#### IRONWOOD AVENUE RECONSTRUCTION PROJECT, Moreno Valley

Jim was the Construction Manager for this nighttime rehabilitation project on Ironwood Avenue from Barclay Drive to Pigeon Pass Road (approximately ¾-mile). This project was federally funded by Measure "A" funds. Ironwood Avenue is a major arterial and required total reconstruction.

#### WASHINGTON AVENUE/"B" STREET RECONSTRUCTION PROJECT, Murrieta

Jim was the Construction Manager on this project for the City of Murrieta with limits on Washington Avenue from Ivy Street to Kalmia Street. This project had an approximate construction cost of \$3.5 million dollars. The project scope included night work, full reconstruction, interlocking decorative pavers in the intersections, construction of new curb and gutter, placement of new storm drains, landscape and hardscape features, and a new traffic signal at Washington Avenue and Kalmia Street, and new curb and gutter along "B" Street. It was the City's vision to rebuild the main street through the business district and bring much needed storm drainage, street lighting, improved utilities and beautification to the area.

#### NEWHOPE/CALLE SAN JUAN DE LOS LAGOS/ALESSANDRO BLVD. PROJECT, Moreno Valley

Jim was the Construction Manager on this project for full construction of a major entry point street and utility project to Moreno Valley City Hall Campus. This project included various improvements on Newhope, Calle San Juan De Los Lagos, and Alessandro Blvd.

**10<sup>TH</sup> STREET WEST AT AMARGOSA CREEK BRIDGE IMPROVEMENTS, Moreno Valley**

Jim served as the Project Manager and Construction Manager for full infrastructure and bridge construction improvements including the channelization of the Amargosa Creek through the Lancaster Auto Mall with a 1,000-foot RCB and inlet. Project included extensive Caltrans (District 7), state public agency oversight interface and coordination for federal funding compliance. Experience included PS&E preparation, right-of-way engineering, bid administration, contract administration, and project and construction management.

**AVENUE H GRADE SEPARATION IMPROVEMENTS, Lancaster**

Jim was the Construction Manager for overpass full infrastructure improvements for grade separation project of Avenue H over Sierra Highway and the Southern Pacific Railroad. The Avenue H crossing is 2,400 feet long and has a bridge that is 290 feet long. The overpass is 100 feet wide, allowing four traffic lanes in each direction. This project had a construction cost of \$8 million dollars.

**RANCHO VISTA BOULEVARD STREET REHABILITATION PROJECT, Palmdale**

Jim served as the Project Manager on this pavement overlay and rehabilitation project for a one mile segment of Rancho Vista Boulevard for the City of Palmdale. Jim was responsible for coordination the work in the field, setting up community coordination meetings, and delivering fully compliant project files to the City upon completion.

**ANNUAL STREET REHABILITATION PROJECTS (2001-2003), Moreno Valley**

Jim was the Construction Manager on this annual roadway rehabilitation project for three years. The work included AC overlay of seven Citywide Arterial Streets, Type I, Type II Slurry Seal, and ARAM applications of residential and collector streets. The project was funded by CDBG funds and required compliance with CDBG requirements. The work required heavy coordination with residents and businesses, utility work and relocations, and careful management of funds.

**ATLANTIC BLVD. & FIRESTONE AVE. REHABILITATION PROJECT, South Gate**

Jim was the Construction Manager on this project for the City of South Gate on this \$6 million project. The project limits were on two arterial streets: Atlantic Avenue from Firestone Blvd to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The scope included widening the intersection; concrete approach to intersection; grind and ARHM overlay; 50,000 SF of sidewalk; 1,850 LF of curb and gutter; 2,100 LF of DIP waterline; and 2,840 LF of recycled waterline; 4,656 LF of median island curb with decorative landscaping and a city monument sign. This project was funded with Measure R, MTA and other state funding sources, and required the preparation of an award package and the continued upkeep of project files, invoices, reports and submittals in accordance with the LAPM.



# Justin Smeets

## DESIGN ENGINEER

BS Civil Engineering • Registered Professional Engineer #78314 • QSD/QSP Certified #00852 • SWPPP Preparer

### PROFILE

Justin has 9 years of experience in Civil Engineering design, municipal engineering and facilities design, construction management, and construction administration. Utilizing AutoCAD Civil 3D Justin is responsible for managing and developing engineering plans and specifications, mapping, executing land development and grading design projects, conducting earthwork calculations, and incorporating typical designs, as well as providing engineering quantities and calculations. He is proficient in Federally funded projects, and is very familiar with the Caltrans Local Assistance Procedures Manual (LAPM). Justin has successfully taken multiple projects from the initial federal funding application, to the Preliminary Environmental Study, to E-76 approval, and all the way through construction of audited federally funded construction projects. Justin has completed multiple SWPPP's and erosion and sediment control plans per the latest Construction General Permit.

### WORK EXPERIENCE

#### ARRA SANTIAGO BOULEVARD & LEMON STREET REHABILITATION, Villa Park

Justin served as Project Engineer and Construction Manager, responsible for developing the PS&E on this 2 mile rehabilitation project. The project included a 2-inch grind and ARHM overlay, as well as installing ADA-compliant ramps. In addition to the design plans, Justin took responsibility for compiling federal documentation, including the preliminary environmental study (PES), the request for authorization, the award package, and the final invoice to Caltrans and managed the construction documents for this federal project. The key to successfully acquiring the federal funding for the city was having good Construction Management. Document control included tracking of all submittals, asphalt tickets, concrete tickets, removal quantities, employee interviews, federal labor compliance, RFI's and extra work request. This project was completed on time, and under budget.

#### TOWNE CENTRE & SANTIAGO BLVD. WIDENING PROJECT, Villa Park

Justin served as Project Engineer on the Design of this project and Construction Manager during construction for this widening project. The design scope included grading and pavement reconstruction; designing right- and left-turn pockets; median improvements; 2,000 LF of curb, gutter, sidewalk realignment along Santiago Blvd; parking lot grading; and drainage improvements. The plan set included Plan and Profile sheets, Signing and Striping sheets, and the site development plan. The project was crucial to the City of Villa Park because the parking lot serves as the only business center within the City of Villa Park. Construction Management of this project involved coordination with multiple business owners, and residents within the city because this project was located at the only business center within the City.

#### ARRA LAKEWOOD BOULEVARD IMPROVEMENT PROJECT PHASE 3A, Downey

Justin served as the Construction Administrator, responsible for document control, reviewing invoices, reviewing and compiling extra work reports into change orders, reviewing submittals, checking for federal Davis Bacon labor compliance, checking quantities against daily work reports, coordinating with inspector and contractor, preparing progress payments, and final payments and field verifying items of work for this \$3 million dollar widening project. This project involve the widening of Lakewood blvd., the construction of a new landscaped median, full depth

pavement reclamation and curb, gutter and sidewalk construction. The project was crucial because it was funded by the American Recovery and Reinvestment Act, and was being audited by Caltrans. The audit meant that document control needed to be perfect in order for the City to receive sufficient funding on such a large scale project.

#### LEMON ST. TRAIL AND MEDIAN IMPROVEMENTS, TE & SRTS PROJECT, Villa Park

Justin served as Project Engineer and Construction Manager for this federally-funded Transportation Enhancement (TE) and Safe Routes to School (SRTS) grant project. The project involved designing a decomposed granite trail, 10 custom DG ADA-complaint ramps, a median, and bike lanes along 1 mile of Lemon Street, from Villa Park Road to Santiago Boulevard. To develop the trail, the roadway was narrowed slightly, still allowing for a 12-foot driving lane, and a 6-foot bike lane in both directions. This project was unique in that it was funded by four different sources, two of which were federal, one from OCTA, and the fourth from the City. This project involved 3 separate applications, and was carried all the way through construction by Justin. During Construction quantities and document control were critical. Each funding source needed to be justified, and there could not be any overlap on top of keeping up with the RFI's, extra work reports, submittals, CCO's and labor compliance. This project was completed on-time and well within the City's and federal budgets.

#### CENTER DRIVE SR2S IMPROVEMENTS PROJECT, Villa Park

Justin served as the Project Engineer and Construction Manager on this state-funded Safe Routes to School (SR2S)-grant project. Justin was responsible for acquiring federal funding through Caltrans, along with designing the PS&E, and completing the construction. The project involved designing an ADA-compliant access path along Center Drive, from Lincoln Street to Serrano Avenue. This involved designing 15 new ADA-compliant ramps, as well as relocating many street signs and power poles to provide sidewalk clearance. Power pole relocations required coordination with Edison to complete the project. The construction was completed within the timeframe necessary, and right on budget.

#### Telegraph Road Improvement Project, Pico Rivera

Justin served as the Design Engineer and Construction Administrator on this federally funded traffic signal upgrade median improvement, and roadway rehabilitation project. Justin was responsible for acquiring federal funding through Caltrans, along with designing the PS&E, and managing the construction submittals, RFIs and any additional construction document. The project involved coordination between Caltrans, County of Los Angeles, Edison, the City of Downey, and the City of Pico Rivera.

#### TAFT AVE. MEDIAN IMPROVEMENTS PROJECT, Villa Park

Justin served as Project Engineer and Construction Manager for this Transportation Enhancement (TE) grant project. Justin was responsible for acquiring federal funding through Caltrans, as well as the PS&E design and development. The project involved design of a 10-foot wide raised, landscaped median and a slurry seal along Taft Avenue, from Lemon Street to Cannon Street. Coordination between the City of Orange, the City of Villa Park, and Caltrans during design and construction was required to effectively complete the project. Document control was essential on this federally funded project because it was audited by Caltrans. Justin was responsible for coordinating with Caltrans auditors and organizing all necessary documents and logs per Caltrans LAPM chapter 16.8 guidelines.

# Bob Parsons

## PRINCIPAL INSPECTOR

36 Years of Inspection for County of Orange • General Contractor's License "A" • Building Contractor's License "B"  
60 Units of Construction Engineering Coursework, Cal Poly Pomona • AA Drafting & Surveying

### PROFILE

Bob is a Principal Construction Inspector with 43 years of experience in public works construction inspection. Bob worked for 36 year as a Construction Inspector to a Principal Construction Inspector for the County of Orange, the highest attainable position in the County's inspection series. Bob continued to work on a variety of public agency projects for OE. His typical duties have included providing daily construction reports, documenting labor and equipment on-site each day and hours worked; measuring, calculating, and recording all construction quantities, and taking work and site photos.

### WORK EXPERIENCE

#### CAPRIANA SENIOR CENTER PEDESTRIAN RAMP RECONSTRUCTION PROJECT, Brea

Bob served as Inspector on this \$250,000 Federally-funded project. Construction included upgrading 8 ramps providing access to the Senior Center to ensure ADA-compliance, replacing 150 feet of sidewalk, curb, and gutter, applying a seal-coat on the center parking lot, and running connections for all wet and dry utilities. In addition to inspections, Bob assisted the City with ensuring the contractor followed certified payroll requirements.

#### CINNAMON TRACT REHABILITATION PROJECT, Brea

Bob provided inspection services on the Cinnamon Tract Street Rehabilitation project. The project included 330,000 SF of grind and overlay on several residential streets in the City of Brea. The project also entailed removing and replacing new sidewalk, curb and gutter, and 49 ADA-compliant curb ramps. Four AC speed humps were removed and replaced. The project also required striping, adjusting 54 manholes and 94 water valve lids to grade and replacing 55 polyethylene water service lines with copper line.

#### STATE COLLEGE BLVD. REHABILITATION PROJECT, Brea

Bob provided Inspection services to the City of Brea on the State College Boulevard Rehabilitation Project. The project spanned State College Boulevard, from Birch Street to the south City limit. The scope included grind and ARHM overlay, crack sealing, replacing curb, gutter, sidewalk, and median-island noses, installing new video detection and a traffic controller at one intersection, traffic loops, and upgrading ramps to be ADA-compliant. Paving was completed at night along with signal work at Birch Street and Imperial, to minimize the impact to motorists.

#### CITY VENTURES DEVELOPMENT PROJECT, Brea

Bob provided Inspection services on the City Ventures Development Project in the City of Brea. The project entailed 3 single family homes, 8 townhomes, and 6 business/living spaces. Work included remedial grading, installing sewer and storm drain systems, a 6-inch domestic waterline and 8-inch fire waterline, and repaving the road. OE coordinated with the City for a full road closure during work hours, with the County Health Department for hazardous waste disposal, and with nearby school and senior living center to minimize impact to students and seniors.

**ELM STREET RESURFACING & WATERLINE REPLACEMENT PROJECT, Brea**

Bob provided Inspection services on the Elm Street Resurfacing and Waterline Replacement project in the City of Brea. Roadway improvements spanned 4,100 LF and included a 2-inch cold mill, 2.75-inch Type III-B2 base course, and a 2-inch ARHM overlay. Street work also included narrowing the street to accommodate 5-foot sidewalks, replacing access ramps to meet ADA compliance, installing 2 new cross-gutters, repairing 2 additional cross-gutters, and replacing several homeowner driveways. Waterline work included abandoning a 6-inch main, connecting 7 side-street water lines to the existing 12-inch water main on Elm Street, installing 42 water valves, ranging in size from 8-inch to 12-inch, connecting 62 existing water services to the 12 inch main, and installing 12 new fire hydrant assemblies. The project required heavy traffic control and coordination with residents.

**BLACKSTONE DEVELOPMENT PROJECT, Norwalk**

Bob provided Inspection services to the City of Brea for the Blackstone Development Project. The development called Blackstone includes approximately 100 acres of land, situated in unincorporated Orange County, just north of the Brea City Limits. Water and sewer systems as well as one traffic signal are supplied by the City of Brea. Blackstone is a master planned community developed by Shea Homes. The development has been divided into six housing tracks, including single-family homes, 97 apartments, and some high density affordable housing.

**2012 ANNUAL PAVEMENT REHABILITATION PROJECT, Brea**

Bob provided Inspection services to the City of Diamond Bar for the Citywide Residential and Arterial Rehabilitation Project in 2012. Bob provided Inspection services for the \$1.07 million Phase 1 (2012). The phase included Residential Area 1A is Northwest of SR-57, consisting of approximately 41,000 LF of roadway, and Zone 6 spanning Golden Springs Drive, from Diamond Bar Blvd. to the northern city limit, a combined total of 13 miles. Improvements entailed residential, collector, and arterial streets, and included slurry seal, chip seals, local R&R, adjusting 152 manholes and 237 valves, and installing 89 traffic loops.

**CITY PUBLIC WORKS YARD, Brea**

Bob served as Inspector on this \$1 million renovation of the City's 6 acre Public Works Yard. Construction included replacing sewer and storm drain lines; installing curb, gutter, and sidewalk; erecting a 21-foot-high permanent canopy for material storage; resurfacing AC and PCC pavement; installing security lighting; and installing a vegetated bioswale, in accordance with City and State storm drain regulations. In addition, two access roads leading to the property were realigned and widened to provide easier access and proper site drainage. Work had to be done while protecting an existing 30 million gallon reservoir onsite.

**CARBON CANYON SLOPE REPAIR, Brea**

Bob served as Inspector on this CIP slope repair project in the City of Brea. The City had an enduring problem with getting vegetation to grow on the slope surrounding the Carbon Canyon Reservoir. The lack of vegetation allowed the slope to continuously destabilize. The applied solution was to grade and compact the slope prior to coating the surface with gunite. The gunite was reinforced with number 5, epoxy-coated rebar at 10-inches-on-center. Bob observed all construction and documented labor and material allocations.

# Bill Stiles

## Sr. Construction Inspector

35 Years of Inspection for the County of Orange • EIT Certification • Former OCPW Inspector • Caltrans Cert. for Concrete Work

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### PROFILE

Bill has harnessed over 35 years of experience in the construction industry including over twenty-one years as a Supervising Construction Inspector and Senior Construction Inspector for the County of Orange. Prior to working with the County of Orange, Bill worked in the private sector, tasked with performing construction inspections for various bridge and structural projects and working with structural concrete. His experience in inspection covers a variety of different projects, and his experience with the County of Orange has been diverse.

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### WORK EXPERIENCE

#### CITY VENTURES DEVELOPMENT PROJECT, Brea

Bill was the Inspector for the City Ventures Development Project in the City of Brea. The project entails 3 single family homes, 8 townhomes, and 6 business/living spaces. The work include remedial grading, sawcutting the street to install a sewer and storm drain system with a 6" domestic waterline and 8" fire waterline, and repaving the road. This necessitates a full road closure during work hours and heavy coordination with nearby school and senior living center. The project also required coordination with the County Health Department for hazardous waste disposal.

#### RAILS TO TRAILS PROJECT, Brea

Bill provided Inspection services for construction of this 1,850-foot bike and foot path in the City of Brea. The project included a 10-foot wide, paved and striped two-way bike path and adjacent semi-permeable specialized DG footpaths, with varying widths of 4.0-5.5 feet. The project also entailed a geotechnical investigation, minimal landscaping, and bringing a connecting path from a nearby parking structure up to ADA standards. An electrical conduit was installed along the length of the project for future use, and two driveways within the limits required a grind and overlay. Work also included raising five manholes and directing runoff water to the natural bio-swale. Caltrans coordination was essential to completing this project, and intensive traffic control at Imperial Highway was also necessary while a new pedestrian signal was installed.

#### SANTA MARGARITA BRIDGE WIDENING PROJECT, County of Orange

Bill was the Construction Inspector on this Santa Margarita Bridge Widening Project for the County of Orange. The work encompassed adding 3 full lanes and 2 turn lanes to a newly constructed 1,250' 3-lane bridge. The bridge deck was 75 to 80 feet above grade. Bill supervised the deck pour and all surface improvements. His duties included a 4 scale layout survey for camber and forms, rebar inspection, electrical conduit install, PCC pour, barrier work, & railing/lighting. The work entailed grout of pre-stressed tubes, construction of approach slabs, hinge installation as well as expansion joints & release of falsework.

**ORTEGA HIGHWAY WIDENING, County of Orange**

Bill was the Construction Inspector on this project for the County of Orange which included mass grading and widening Ortega Highway from two lanes to four lanes with turn pockets. The scope of work also encompassed a 350 foot bridge, traffic signal installation, infrastructure installation, storm drain, and channel work. Bill was required to coordinate with seven stakeholders: Caltrans, City of San Juan Capistrano, OCTA, Santa Margarita Water District, San Diego Gas & Electric, Rancho Mission Viejo and the County of Orange. The paving work was done at night along with the water, sewer and storm drain crossings. The work required Bill to protect-in-place a 50 year old water line and 8" gas line and perform mass grading over it; which meant coming to within 2 feet of top of pipe. This high profile project required coordination with the public and community, along with the high school in that area.

**ANTONIO PARKWAY WIDENING, County of Orange**

Bill was the Construction Inspector on this County of Orange project which entailed the widening of Antonio Parkway's existing 4-lane road by two lanes, northbound & southbound with turn pockets and installing a landscaped center median. The work was completed in 4 Phases. Bill's responsibilities included coordinating the relocation of utilities, reinstallation of sewer lines/gas lines and installation of traffic signals. Most of the work was done at night; this project required heavy traffic control.

**CROWN VALLEY PARKWAY PROJECT (PHASE I AND PHASE II), County of Orange**

Bill was the Construction Inspector for the County of Orange on this project in unincorporated Orange County. The project was on Crown Valley Parkway from the new Crown Valley Bridge to Antonio Parkway. This project was completed in two phases. First, 4-lanes were built; this was followed by a 2-lane widening several years later. The project was intended to alleviate traffic concerns, heavy traffic control during construction was necessary. Bill was responsible for the detour plans, safety plan, installation of all utilities including water, sewer gas, electrical and traffic signal installation. The paving and utility crossings were done at night.

**LENNAR HOMES TRACT ROADWAY RECONSTRUCTION PROJECT, County of Orange**

Bill was the Construction Inspector on this project for the County of Orange which included the rehabilitation of the Lennar Homes Tracts in Coto de Caza. All streets in the 3 tracts had to be reconstructed. The work consisted of a 5' wide cold plane along gutter edges, installation of petromat on full width and repaving using Rubberized AC on approximately 1.2 miles of street. All tracts were occupied during construction. Coordination with residents was accomplished with no unusual disruption.

**BANDSTAND & PARK LANDSCAPE IMPROVEMENT PROJECT, Brea**

OE provided inspection services for the construction of this 48' by 48' pentagonal bandstand stage and roof structure with surrounding improvements. The bandstand included a tiled roof, Mexican floor tiles, stucco columns, and an historical spire installed on the roof. Work included demolishing and extending an existing slab, removal and reconstruction of surrounding sidewalks, and landscaping around the bandstand. This project also included installation of a bark play area, and upgrading an existing electrical transformer to be tied into the new wiring for the bandstand.

# Timothy Stanley

## SR. CONSTRUCTION INSPECTOR

Public Works Inspector Coursework • Business Administration Coursework • Computer Technology Coursework  
Caltrans Certified CTM-375 AC Pavement In-Place Density • Caltrans Certified CTM-201 Sample Preparation  
Caltrans Certified CTM-539 Concrete Sampling • Caltrans Certified CTM-533 Ball Penetration

### PROFILE

Tim is a Public Works Inspector with 30 years of experience working almost exclusively as a Public Works Inspector for a variety of cities including the cities of Anaheim, La Quinta, Murrieta, Mission Viejo, Fremont, and Hawthorne. Tim's experience includes projects of all sizes. His accuracy and efficiency in the field ensures a successful and well-documented project, from construction through closeout. Tim's work will always include making sure that the jobsite is safe and that the contractor is efficient with his time. He has worked on community facilities, and roadway projects including traffic signal, storm drain, sewer and water projects. His experience and familiarity with Caltrans makes him a valuable addition to any Public Works Inspection team.

### WORK EXPERIENCE

#### PUBLIC WORKS INSPECTOR, Anaheim

Tim performed Public Works Inspections for Federally Funded Capital Improvement Projects. Projects included: excavation and cold milling of existing AC, Asphalt Paving, Bus Pad Construction, ADA ramp improvements, traffic control, SWPPP inspections, manhole and water valve adjustments, striping, maintenance and review of project files to include verification of certified payrolls and maintenance of public relations. A partial listing of major projects completed includes:

- ☑ Knott Street Improvements
- ☑ Harbor Blvd. Street Improvements from Chapman to Orangewood
- ☑ Weir Canyon Road Street Improvements from North City Limits to Santa Ana River Bridge
- ☑ State College Blvd. from 500' S/O Ball road to Cerritos Ave.
- ☑ Katella Ave. Street Improvements from Cerritos Ave. to SPRR R/W
- ☑ Kraemer Blvd. Street Improvements from La Palma to Coronado
- ☑ La Palma Ave. Improvements from Blue Gum St. to White Star Ave
- ☑ Jefferson Street Improvements from North City Limits to Mira Loma Ave.
- ☑ Orangewood Avenue Improvements from 150' W/O Mallul Dr. to Harbor Blvd
- ☑ Orangewood Avenue Improvements from 1329' W/O West St. to Ninth St.
- ☑ Gene Autry Way from Betmor Ln. to State College Blvd.
- ☑ Broadway Street Improvements from 153' E/O Mable St. to Manchester Ave.
- ☑ Orange Avenue Street Improvements from Beach Blvd. to Magnolia Ave.
- ☑ Magnolia Ave. Street Improvements from 750' S/O Orange Ave. to 915' N/O Ball Rd,
- ☑ Brookhurst Street Improvements from S/O 91 Fwy. to Falmouth Ave.(s)
- ☑ La Palma Avenue Improvements from Anaheim Blvd. to East St.
- ☑ Katella Ave. Smart Street Project;
- ☑ Inspections for partial building demolition, reconstruction and retrofit

## SR 205 WIDENING, Caltrans District 10

Tim provided on-site inspections for AC paving operations, traffic control and safety, temporary K-rail placement, Earthwork operations, SWPPP monitoring and landscaping on this project which consisted of the widening of 12 miles of SR 205 freeway in Tracy, CA. Tim also assisted the Resident Engineer with CCO preparation and submittals, progress payments and project documentation.

## CRENSHAW BOULEVARD RECONSTRUCTION PROJECT, Lomita

Tim was the Sr. Inspector to the City of Lomita for the Crenshaw Boulevard and Lomita Boulevard Intersection Reconstruction and Lomita Boulevard Resurfacing Project. This project called for approximately 2,325 cubic yards of reconstruct in the intersection of Crenshaw Boulevard and Lomita Boulevard. A small portion of this intersection (west) was within the City of Torrance, so interagency coordination was essential. This project also called for the resurfacing of Crenshaw Boulevard in both directions, south (approximately 1,056 linear feet) and north (approximately 325 feet). The work also included resurfacing on Lomita Boulevard from the Crenshaw Boulevard intersection east to Narbonne Avenue (around 2,700 feet).

## CITY PUBLIC WORKS YARD, Brea

Tim was a Sr. Inspector on this \$1 million renovation of the City's 6 acre Public Works Yard. Construction included replacing sewer and storm drain lines; installing curb, gutter, and sidewalk; erecting a 21-foot-high permanent canopy for material storage; resurfacing AC and PCC pavement; installing security lighting; and installing a vegetated bioswale, in accordance with City and State storm drain regulations. In addition, two access roads leading to the property were realigned and widened to provide easier access and proper site drainage. Work had to be done while protecting an existing 30 million gallon reservoir onsite.

## PUBLIC WORKS INSPECTOR, La Quinta

Tim performed Public Works inspections on development projects for the City of La Quinta. Projects included AC Paving, traffic control, trench safety and AQMD PM-10 inspections. Tim also assisted the City's Construction Management Team with the development of a standard inspection program and procedures for use by the City.

## PUBLIC WORKS INSPECTOR, Mission Viejo

Tim provided Public Works inspections for capital improvement projects, residential and commercial development. The work included rubberized AC overlay on approximately 3 miles of 4-lane roadway on Los Alisos Blvd., PCC curb & gutter and PCC sidewalks with ADA handicap ramps in various locations.

## PUBLIC WORKS INSPECTOR, Fremont

Tim provided miscellaneous Public Works inspections, including the Mission Peak landslide remediation, materials testing, rubberized AC overlay of major roadways, AC paving, PCC curb & gutter construction, and PCC sidewalk construction.

## CONSTRUCTION OF CONCRETE BUS PADS AT VARIOUS LOCATIONS, Arcadia

Tim provided inspections for 24 APWA Standard concrete bus pads. The work included traffic control, clean up, grade inspections for sub-grade and CAB grade, forms inspection, PCC and AC inspection, and traffic loop replacement. Tim also provided inspections for access ramps and curb & gutter construction.



# Bill Fernandez

## SR. CONSTRUCTION INSPECTOR

**ACI Certification • Caltrans Coordination Experience • Deputy Grading Inspector • Deputy Asphalt Inspector (Irvine)  
Trench Shoring Safety Certification • Caltrans HC-1 for Test Methods (201, 202, 216, 217, 231) • Nuclear Soil Gauge Cert.**

### PROFILE

Bill Fernandez brings over 32 years of public works construction observation and special inspection experience on a wide variety of public improvement and infrastructure projects. His accuracy and efficiency in the field ensure a successful and well-documented project, from construction through closeout. Bill Fernandez is a Public Works Inspector with a significant amount of public works Construction Observation and Special Inspection experience over the last 32 years. He maintains daily construction reports for the type and quality of work, quantities of items incorporated, provides photographic documentation, and ensures the work complies with plans and specifications. Bill's experience includes a variety of public works projects, and one of his key strengths is his knowledge of soils conditions. His accuracy and efficiency in the field ensure a successful and well-documented project, from construction through closeout. Additionally, Bill always strives to keep the Client's staff well informed on the project progress. He is experienced in Caltrans requirements for public works pipeline installations; public relations including major shutdowns, as well as public works construction within private property; and is a proficient Public Works inspector ensuring the Contractor meets the requirements of the plans and specifications.

### WORK EXPERIENCE

#### CONSTRUCTION INSPECTOR- CALTRANS & VARIOUS CITIES (6 years)

As the Construction Inspector, Bill worked on major road projects, residential, commercial and school projects. All projects were completed under the supervision of various government agencies including City of Costa Mesa, City of Irvine, City of Huntington Beach, City of Newport Beach, City of Brea, City of Torrance, Orange County Environmental Management Agency/Public Works, Assessment District and Caltrans. Some projects included post-grading, trench backfilling, sewer, water, storm drains and utility trenching. Additionally, Bill supervised the structural section testing for bridges, dams, deep foundations and paved streets with Caltrans. Bill was also the construction Inspector on the Pacific Coast Highway Widening Project. As Senior Field Representative, Bill was also responsible for the supervision and training of other technical personnel.

#### ANNUAL PAVING AND SIDEWALK REPAIR PROJECT, Santa Monica

Bill was a construction observer and special inspector for this paving and sidewalk repair project, which included the following full-depth asphalt repairs (8" deep), Slurry seal (type II) on 5-miles of road pavement, cold-mill and overlay on 2-miles of road pavement, concrete repair on sidewalk, curb & gutter and also cross gutter per APWA standard. Bill also observed the pavement re-striping and legend that needed to be placed according to plans.

#### IRVINE COVE CREST / PELICAN HILL ROADWAY, Irvine

Bill was the Senior Inspector for this \$10 million roadway project which involved coordination for permits ensuring best management practices were performed. The project included curb and gutter, reconstruction of the base, 2 million yards of earthwork and grading and realignment of Barranca Parkway, Jamboree Road, and MacArthur Boulevard. Substantial coordination and documentation of existing pipe encasement was continuously performed with the Metropolitan Water District

ALICIA PARKWAY STREET WIDENING, Laguna Hills

Bill was the public works inspector for this project involving street widening, curb and gutter, utility coordination, traffic control, trench filing, grind and overall, removal and replacement of asphalt patches. He consistently communicated with the City, Contractor, and business owners to work on traffic access to minimize business impact. Bill ensured the contractor's implementation of their SWPPP during construction met the requirements of the plans and specifications.

SLURRY SEAL PROJECTS, Yorba Linda

Bill was a public works inspector for slurry seal projects over a 3 year period. His responsibilities included maintaining daily construction reports of personnel and equipment on the site and hours worked, measuring, calculating and recording all quantities of items removed from or incorporated into the work, taking photos documenting the work, and performing daily observation for compliance with plans and specifications for each project. Duties included observation of traffic control and securing the safety of the public as well as workers on site. Bill also worked on several major roads, residential and commercial projects.

SLURRY SEAL & SIDEWALK REPAIR ON SPRINGDALE STREET PROJECT, Huntington Beach

Bill was a construction observer and special inspector for the paving and sidewalk repair for 3- miles of road pavement. Work included the following depth lift repair on various locations, repairing broken sidewalk, curb & gutter, and ADA ramps as shown on plans, grind and overlay on 2-miles of roadway and slurry seal another 1-mile of street. Also bring all manholes to finish grade, observe pavement re-stripping and legend are place per-plans.

MAIN REPLACEMENT PROJECT SOUTH GRAND OAKS AVENUE & BONITA AVENUE, Los Angeles

Bill was a construction observer and special inspector for installation of 350' of 8" DIP, 3- 6" Fire Hydrant laterals and installation of 110- 1" water service laterals off 8"DIP to meter box. Pressure testing line and disinfecting line, prior to operational. All this work was performed under a County of Los Angeles permit.

INSTALLATION OF 120' FEET OF 20" DIP FOR CAL-AM PROJECT, Duarte

Bill was a construction observer and special inspector on installation of 20" water main on Mountain Avenue in the city of Duarte. Inspection and documentation of pipe line installment, Pressure testing line and disinfecting pipeline. Cut and cap old line up to project closeout. This project took place during night and on Caltrans permit.

ALLEY WATER MAIN CONVERSION – PHASE II, Long Beach Water Department, Long Beach

Bill was the construction observer and special inspector for the conversion of 170 private water mains and four tie-ins within the Caltrans jurisdiction of Pacific Coast Highway on pipelines for final tie-ins. Additional work on Pacific Coast Highway and Caltrans proficiency to ensure project is properly constructed meeting the requirements of the plans and specifications.

WATER MAIN BRIDGE CROSSING PROJECT, Long Beach Water Department

Bill was a construction observer and special inspector for the Water Main Bridge Crossing ensuring that the Contractor meets the requirements of the contract documents including special permit requirements with LACFCD, and coordinating shut-downs with the Port of Long Beach.

# Carlos Lopez

## CONSTRUCTION INSPECTOR

23 years as Supervising Construction Inspector for County of Orange • AA Civil Engineering Technology, Los Angeles College  
Drainage Inspection/Flood Control Channel Inspections • Extensive Utility Relocation Experience

### PROFILE

Carlos is a Construction Inspector with 33 years of experience in public works inspection. Carlos has worked for 23 years as a Construction Inspector for the County of Orange. His knowledge of the County Construction Manual is unmatched, and his experience is on roadway projects and heavy drainage projects. His projects required extensive utility relocations. On each project, he was responsible for performing quality assurance inspections to achieve compliance with the Contract Documents, plans, and specifications on all phases of construction such as drainage, paving, structures, grading, sewer, water, electrical installation, sign installation, and landscaping items. Carlos brings the knowledge and experience necessary to make on-site decisions and to coordinate effectively with the Resident Engineer to ensure that a project is a success.

### WORK EXPERIENCE

#### TUSTIN AVE. WIDENING & BRIDGE WIDENING AT HANDY CREEK, County of Orange

Carlos served as the Senior Construction Inspector on this street and bridge widening project. The project entailed widening Tustin Ave. from Orangethorpe Ave. to 2,000' south and widening the bridge at Handy Creek. Construction included curb and gutter, sidewalk, ADA ramps, bridge piles, abutment extensions, vertical wall reinforced concrete channel at bridge undercrossing, AC bridge approach to BNSF railroad crossing. Carlos performed all duties of inspector, including earthwork, line and grade for street improvements, driving of piles to specified bearing and tip elevation, forms, reinforcing steel bar, concrete placement for bridge structures, relocation of OCSD sewer main, coordination with OCSD Inspection, BNSF for work adjacent to tracks including obtaining BNSF safety card as required, measuring, calculating quantities for progress payments, work site photos for project records, provided Contract Change Order drafts to Resident Engineer for submittal. Carlos coordinated utility relocations to keep the project on schedule. In addition to inspecting the utility relocations to ensure permit requirement compliance and proper horizontal and vertical locations, Carlos effectively coordinated meetings with affected utilities, provided management of construction activities, ensured traffic control, and reviewed utility agreements, and utility relocation plans, and identified critical delivery constraints for all utilities. For the drainage work on this project, Carlos reviewed the Contractor's Haul Plan identifying the Contractor's route for hauling material, traffic control items, and ensured compliance with the Specifications and the MUTCD.

#### BREA CREEK CHANNEL LAMBERT RD TO CENTRAL AVE., County of Orange

Carlos served as the Senior Construction Inspector on this flood control channel project. Construction included replacing the earthen trapezoidal channel with a larger, higher capacity, vertical wall reinforced concrete channel, including transitions at the bridge undercrossing. Carlos performed all duties of inspector, including installation of H-beam steel plate shoring, earthwork, forms, reinforcing steel bar, concrete placement, measuring, calculating quantities for progress payments, and work site photos for project records. Carlos was responsible for performing quality assurance inspections to achieve compliance with the Contract Documents, plans, and specifications on all phases of construction such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical

installation, sign installation, and landscaping items. Carlos coordinated utility relocations to keep the project on schedule. He was charged with coordination of utility relocations being performed by utility companies, chairing regular coordination meetings that were held to discuss the schedule, coordination with construction activities, access, and traffic control, reviewing the Contract Documents, utility agreements, and utility relocation plans, and developing a matrix that includes critical delivery constraints for all utilities.

#### LINCOLN BOULEVARD REPAVING PROJECT, Santa Monica

Carlos served as the Senior Construction Inspector on this project for the City of Santa Monica. The project limits were on Lincoln Blvd, from the I-10 to the south Santa Monica City limits. The estimated cost was \$2.8 million funded by Federal Transportation Grant. This portion of Lincoln Boulevard is an undivided arterial roadway which provides access through commercial portions of Santa Monica, intersecting other major arterials such as Pico Blvd. and Ocean Park Blvd., while also serving as a primary travel route through the City, carrying traffic to multiple points including Marina Del Rey, Pacific Palisades, and LAX.

#### FULLERTON CREEK EMERGENCY CHANNEL, County of Orange

Carlos served as the Sr. Construction Inspector on this emergency flood control channel project of Fullerton Creek on Beach Blvd. downstream of Dale Avenue to Central Avenue. Prior to construction, the site was in an unfinished state with exposed earthen walls. The project was fast-tracked to ensure the protection of public and private property. The work entailed included replacing the earthen trapezoidal channel with a larger, higher capacity, vertical wall reinforced concrete channel, including vertical walls and transitions at the bridge undercrossing, sewer main bypass and relocations at Beach Blvd. Carlos performed all inspection duties, including installation of H-beam steel plate shoring, earthwork, forms, reinforcing steel bar, concrete placement, coordinating with the City Buena Park, and assuring compliance with City permits.

#### GLASSELL STREET BRIDGE WIDENING, County of Orange

Carlos served as the Senior Construction Inspector on this bridge widening project on Glassell Street over the Santa Ana River. Construction included phased traffic detours, curb and gutter, sidewalks, steel piles, pile caps, abutment extensions, precast girders, bridge restrainers, decorative retaining walls, AC bridge approaches, bicycle/pedestrian bridge undercrossing, temporary and final relocation of irrigation main and lines. Carlos coordinated utility relocations to keep the project on schedule. He was tasked with coordination of extensive utility relocations. Carlos inspected the utility relocations being performed by each respective utility company to ensure that they met applicable permit requirements and confirmed that the horizontal and vertical location of the utility was in accordance with the requirements of the utility agreement and the construction contract drawings. Carlos performed all duties of inspector, including diversion of river flows, installation of phased traffic detours, earthwork, line and grade for street improvements, driving of piles to specified bearing and tip elevation, forms, reinforcing steel bar, concrete placement for bridge structures, fabrication of concrete strength test specimens, measuring and calculating quantities for progress payments, coordination with OC Water District for river flow diversions, performing a force account analysis resulting in a savings to the County, and preparing Contract Change Order drafts.

# Vince Mead

## SR. CONSTRUCTION INSPECTOR

32 years of public works experience • 25 years as Public Works Inspector

### PROFILE

Vince has harnessed 32 years of Public Works experience and 25 years of experience as a Public Works inspector. Vince started out in welding trades than quickly became inspector. His typical duties have included providing daily construction reports, documenting labor and equipment on-site each day and hours worked, measuring, calculating, and recording all construction quantities, and taking work and site photos.

### WORK EXPERIENCE

#### MOULTON PARKWAY WIDENING, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of the widening of Moulton Parkway from 700' South of Santa Maria Avenue to El Pacifico Drive, and at Ridge Route Drive at its intersection with Moulton Parkway, in the cities of Laguna Hills and Laguna Woods. The work included removal of existing facilities and vegetation, site clearance, grading, construction of curbs, gutters, sidewalks, road pavement, bus pads and bus turnouts, concrete retaining walls, concrete box culvert extension, soil nail walls, catch basins, modification of existing traffic signals, construction of left and right hand turn pockets, pavement striping and marking, median and parkway landscape and irrigation, and adjusting and relocating utilities and amenities in and around the project site. Vince performed direct coordination with all utilities, and the Cities of Laguna Hills and Laguna Woods.

#### IRVINE WIDENING PROJECT, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of the widening of Irvine Avenue from Southerly of Mesa Drive to SE Bristol Street in the City of Newport Beach, and unincorporated area of the Santa Ana Heights. The work included the removal of existing facilities and vegetation, site clearance, grading, construction of curbs, gutters, sidewalks, curb access ramps, bus turnouts, road pavement, concrete catch basins, storm drains, retaining walls, median landscaping and irrigation, modification of existing traffic signals, striping and markings, and adjusting and relocating utilities and amenities in and around the site. Vince also coordinated with all utility companies, the City of Newport Beach and the County of Orange.

#### BRISTOL STREET WIDENINGPROJECT, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of the widening of Bristol Street East Bound from 1300' West of Irvine Ave. The work included removal of existing infrastructure and relocation of utilities, grading, curb and gutter, sidewalk, concrete catch basins, road pavement, striping, relocation of street lighting and ornamental iron fencing.

#### ATLANTIC AVENUE & FIRESTONE BOULEBARD WIDENING PROJECT, South Gate

Vince was the construction inspector for this project which was funded through Measure R, Metro, and other state funding sources. The project limits included two arterial streets: Atlantic Avenue from Firestone Blvd to Patata St. (~1,300 LF) and Firestone Boulevard, from Dorothy Avenue to Atlantic Ave. (~2,200 LF). The project goal was to provide traffic congestion relief and improve public services. Atlantic Avenue and

Firestone Boulevard were widened at all four corners. Additionally, roadway and public amenity improvements were completed. The project also called for sewer, storm drain, and extensive water system improvements. Traffic signals were a key component of this project. Community coordination was a great focus on this project. Vince coordinated with stakeholders to ensure that complaints were minimized. Finally, the project called for extensive night work,

#### WINTERSBURG IMPROVEMENT PROJECT- EAST GARDEN GROVE, County of Orange

Vince was the lead Senior Construction Inspector for this project. The work consisted of channel excavation 116,670 cubic yards, rip rap revetment 14,420 ton, placement of fill material 14,000 cubic yards, driving sheet piles 15,600 linear feet, installation of concrete cap 11,410 linear feet and fiber reinforced caps 4,190 linear feet, installation of timber fencing and posts, construction of concrete retaining walls 2,000 cubic yards, construction of soil-cement mix columns 6,636 each with a total of 77,450 cubic yards, construction of a park trail with disintegrated granite surface and access ramp. Direct coordination with utility companies, County of Orange personnel, City of Huntington Beach staff, regulatory agencies and adjacent property owners, this was a \$41,000,000.00 project.

#### CATHODIC PROTECTION FOR HUNTINGTON BEACH CHANNEL AND TALBERT CHANNEL-Huntington Beach

Vince was the lead Senior Construction Inspector for this project. The work consisted of underwater arc welding of additional galvanic anodes to the sheet piles 1,010 each, performing continuity welds to each sheet pile 8,000 each, drilling and installing reference electrodes to Cathodic protection test stations; constructing concrete pads; removing existing oil cooled rectifiers, associated power sources, existing anode junction boxes, and capping of anode ground bed vent pipes, abandoning shallow anode wells; repair of electrical continuity welds and coatings, 5,046 linear feet of existing steel pile cap repair, 18,850 linear feet of FRP cap replacement. 18,000 linear feet of guard cable fence replacement with posts; this was a \$4,400,000.00 project.

#### SAN DIEGO CREEK CHANNEL IMPROVEMENT, County of Orange

Vince was the Senior Inspector for this permitted project for the Irvine Company. The work consisted of sheet pile installation on both sides of the channel between Sand Canyon Blvd. and Jeffrey Road. The work included installation of sheet piles to within 3' of the toe and capped with structural concrete and grade stabilization with embedded sheet pile with concrete caps.

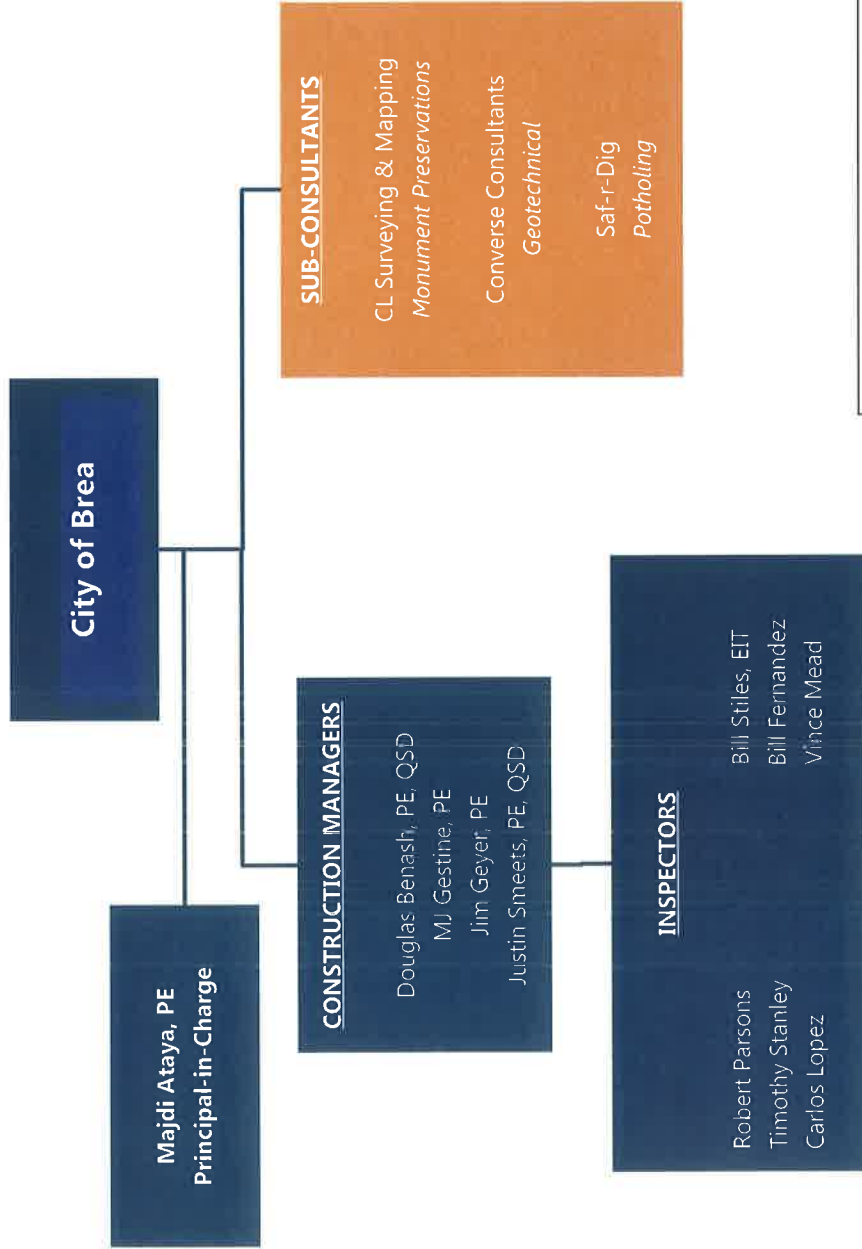
#### SANTA ANA RIVER BIKE TRAIL REACHES 1 & 9, County of Orange

Vince was the lead Inspector for this project. The work took place on reach 1 of the Santa Ana River upstream of PCH to Adams Ave. 2.90 miles. The work included adding an adjacent disintegrated granite path for equestrian use, installation of ornamental boulders, bike trail paving, striping, landscaping, signage, kiosk information locations and drainage. Reach 9 took place downstream of Gypsum Canyon Road to Weir Canyon Road 2.7 miles. The work included adding an adjacent disintegrated granite path for equestrian use, ornamental wood fencing, bike trail paving, asphalt berm, striping, landscaping, drainage, ornamental boulders, kiosk information location, and signage.

#### SAN DIEGO CREEK RIPARIAN HABITAT RESTORATION

Vince was the lead Inspector for this project. The work location was downstream of the 405 frwy. To Campus Drive 1.40 miles. The work involved removal of non-native species of vegetation while working closely with regulatory agencies, State Fish and Game and the Santa Ana Regional Water Quality Board. Strict emphasis was placed on maintaining proper habitat of the least bills vireo and western pond turtle.

### Organizational Chart



\*Key personnel will be available to the extent proposed on any given project. No person designated as key to a project shall be removed or replaced without the prior written concurrence of the City of Brea.



# DETAILED WORK PLAN

## Work Plan

### PUBLIC WORKS PERMIT INSPECTION

OE's team of inspectors are very flexible. Many of them are Former County Principal Inspectors with experience handling more than one project at a time and adjusting to a varying work pace. This is essential for Public Works Inspections, where the Inspector will be requested to move from site to site quickly and seamlessly. OE is currently providing public works inspection to multiple Cities, which means we know what public agencies expect and can efficiently deliver personnel to exceed expectations. They will provide inspections on encroachment permits, public works construction, and related work.

### CAPITAL IMPROVEMENT PROJECT INSPECTION

OE has a team of inspectors to take on any Capital Improvement Project. In summation, our Inspector will be the City's feet on the ground, advocating the best interest of the City while keeping the Contractor on task to ensure safety, quality, and compliance with the contract documents. This ensures active monitoring and documentation of jobsite and project progress. It also provides notes on labor, weather, progress, key items, and field observations and paves the way for clear documentation of existing condition, progress of construction, and final field conditions. The following is a brief description of the roles and responsibilities that the Inspector will have.

1. **Pre-Construction:** The Inspector will review PS&E and become familiar with the Contractor's preliminary schedule while making suggestions to the CM. The Inspector will also attend pre-construction meeting and answer questions as necessary. It is the responsibility of the Inspector to review construction progress schedules regularly, verify



schedules are on track, identify deviations, and ensure corrective actions are taken to bring project back on schedule.

2. **Construction Inspection:** Our team can provide continuous inspections so that a project is constructed according to specifications. Our Inspectors will also prepare Daily Construction Reports and Weekly Statement of Working Days, monitor compliance with City's Construction Demolition & Recycling Ordinance, review soil compaction and materials testing certifications of compliance, and coordinate with City regarding quality of work completed. Our inspectors will take photos and video prior, during, and after construction and will prepare a Daily Photo Diary which will be available with the Daily Report in real-time to the City. Additionally, the inspectors will assist in monthly progress payment recommendations by making measurements of bid items.
3. **Traffic Control & Job Safety:** The Inspector will ensure that all OE personnel are wearing white hard hats, OSHA approved vests, and rubber soled- shoes at all times on the jobsite. Inspector will provide inspection of traffic-related work, monitor traffic control to ensure pedestrian/vehicular safety, minimal disruption, safe access, and provide inspection of all traffic-related work. Additionally, Inspectors are to establish and implement job safety procedures in compliance with CAL-OSHA requirements, monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate, report on accidents, observe construction safety, public safety, and report discovered problems to City.
4. **Project Closeout:** Inspector shall prepare in-progress punch lists at completion of each project phase until completion. The Inspector will direct and notify contractors about non-compliance and correct compliance problems as discovered. At the end of the project, the Inspector must confirm final field quantities to CM and will provide complete measurements and calculations to administer progress payments and make recommendations for payments.

Our inspectors are well-versed in the construction of different projects with varying levels of complexity.

## CONSTRUCTION MANAGEMENT

Our team of seasoned Construction Managers can provide the City with Construction Management services as necessary. The key to a successful construction project is a CM who will manage cost, schedule, and quality. OE's team of construction managers have provided such services on a multitude of projects for many clients. This includes roadway rehabilitation and reconstruction, street widening, traffic signal improvements, storm drain, waterline, sewerline, landscaping, and facilities improvements. This also includes working on projects funded through a variety of methods including ARRA, FEMA, FHWA, CDBG, Measure M, Proposition 1B and others. A listing of typical work items required by the CM during a CIP project include but are not limited to:

1. Bid Assistance & Pre-Construction
2. RFI Coordination
3. Submittal Review
4. Project Schedule Review
5. Community Coordination
6. Traffic Control Review
7. Job Safety Compliance
8. Change Order Preparation and Recommendation
9. Progress Payment Review and Processing
10. As-Built Plan Maintenance
11. Punch-List and Non-compliance Item Oversight
12. Maintain and Submit Project Files

**CM/Inspection Scope**

OE has a versatile construction management and inspection team that is capable of taking on multiple roles. Over the past decade, there has been a large technology shift which has required construction managers and senior inspectors to be much more active in the day-to-day management of projects. Due to our dedication to modernization and commitment to quality, we have a perfectly blended team of technology conscious individuals and well-seasoned construction managers and inspectors. We guarantee that our staff can complete construction from A to Z while staying in communication with the client to ensure full satisfaction. Our team maintains an active QA/QC program that is documented throughout the project. Our construction managers and inspectors of record (IOR) place a high value on quality and safety, and will institute a set of controls to manage scheduling and budgeting efficiently. What follows is a general description of our scope of work during construction:

**Pre-Construction Phase**

<b>CM</b>	Review PS&E to become familiar with the project. Initiation of project control system at this phase as well as reviewing and commenting on Contractor's preliminary schedule, submittals, and notifications to utilities. Arrange/conduct pre-construction meetings, answer questions from the City and businesses.	<p><b>Benefits:</b> Allows our team to convey all project specific information and key items.</p> <p>Allows our team to gain a solid understanding of the project requirements and City goals.</p> <p><b>Deliverables:</b> Meeting agenda, notices, and minutes.</p>
<b>IOR</b>	Will review PS&E and become familiar with the Contractor's preliminary schedule while making suggestions to the CM. Will also attend pre-construction meeting and answer questions as necessary.	

**RFI Coordination**

<b>CM</b>	Review RFI's, samples, shop drawings, and coordinate with project designer for interpretation or clarification. Will also conduct meetings with the Contractor to discuss and resolve any RFIs	<p><b>Benefits:</b> Quick and accurate responses to Contractor to minimize delays.</p>
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<p style="writing-mode: vertical-rl; transform: rotate(180deg);">IOR</p>	<p>Provide assistance for background, clarifications, provide field information for necessary RFI information</p>	<p><b>Deliverables:</b> Assist in RFI review.</p>
<p><b>Submittal Review</b></p>		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">CM</p>	<p>Process/track RFI's, submittals, shop drawings, change orders, revisions, review estimates for reasonableness and cost effectiveness</p>	<p><b>Benefits:</b> Ensures all contractor materials, methods and notices are in compliance with PS&amp;E</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">IOR</p>	<p>File approved submittals in IOR files during construction, ensure material compliance, &amp; prepare/transmit contractor's correspondence.</p>	<p><b>Deliverables:</b> Daily submittal review notes, stamped approved submittals, recommendations.</p>
<p><b>Weekly Progress Meetings (Bi-Weekly)</b></p>		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">CM</p>	<p>Schedule/conduct weekly progress and dispute resolution meetings as necessary to discuss contract issues, procedures, progress, problems, CCOs, submittals, RFIs, deficiencies and schedules. These meetings will be conducted weekly at the initial stages of construction and then may transition to bi-weekly.</p>	<p><b>Benefits:</b> Allows discussion of milestones and issues to ensure compliance with the City's PS&amp;E.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">IOR</p>	<p>Attend weekly and bi-weekly progress meetings to communicate, coordinate and resolve any issues that may arise at the job site.</p>	<p><b>Deliverables:</b> Meeting Agenda, Minutes, and Weekly Statement of Calendar, Working Days Report, and status reports.</p>
<p><b>Project Schedule Review</b></p>		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">CM</p>	<p>Review schedule updates. Will compare work progress with planned schedule and notify Contractor of any slippages and get Contractor back on schedule. Will obtain weekly updates from Contractor that incorporates progress, weather delays, and CCO impacts. Will assist the City in negotiating time extensions and submit monthly progress</p>	<p><b>Benefits:</b> Provides a solid baseline schedule for planning and analysis of project during the construction phase.</p>

	<p>reports to the City with a narrative on the progress and complete Earned Value Analysis.</p>	<p><b>Deliverables:</b> Construction schedule updates.</p>
<p><b>IOR</b></p>	<p>Review construction progress schedules regularly, verify schedules are on track, identify deviations, and ensure corrective actions are taken to bring project back on schedule.</p>	

**Community Coordination**

<p><b>CM</b></p>	<p>CM shall serve as primary contact and authority for this task. Respond to questions and concerns of community, and coordinate with IOR to ensure project update signs. Assist City with coordinating services of other consultants. CM will review Public Notices to ensure accuracy and to avoid business impacts. CM will notify the City's Project Manager with any significant issue. CM will work with IOR to compile a log of all queries and discussions with business community.</p>	<p><b>Benefits:</b> Minimizes construction impact to residents and businesses.</p> <p><b>Deliverables:</b> Community Coordination Records to include business name, contact, phone number, address, discussion notes including the date of discussion, and any action taken.</p>
<p><b>IOR</b></p>	<p>Update signs within project limits. Coordinate with contractor safe and acceptable access to adjacent businesses during construction. Coordinate mitigation of construction impacts with all necessary parties. IOR will ensure all Public Notices are distributed to each business affected by the project.</p>	

**Construction Inspection**

<p><b>CM</b></p>	<p>Will work closely with the Inspector and review Daily Construction Reports (DCRs) provided by Inspector.</p>	<p><b>Benefits:</b> Ensures active monitoring and documentation of jobsite and project progress. Also, provides notes on labor, weather, progress, key items,</p>
<p><b>IOR</b></p>	<p>Will provide continuous inspections so project is constructed according to specifications. IOR will also prepare DCRs and WSWD, monitor compliance with City's Construction Demolition &amp; Recycling Ordinance,</p>	

<p>review soil compaction and materials testing certifications of compliance (COC), and coordinate with City regarding quality of work completed. Take photos and video prior, during, and after construction. IOR will prepare a Daily Photo Diary which will be available with the DCR in real-time to the City. Will prepare field blue-line set of drawings to incorporate Contractor record drawing markups. Additionally, will assist in monthly progress payment recommendations by making measurements of bid items.</p>	<p>and field observations. Clear documentation of existing condition, progress of construction, and final field conditions.</p> <p><b>Deliverables:</b> Daily Reports, Weekly Statement of Working Days, Daily Photo Diary, Raw image files &amp; video.</p>
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**Traffic Control**

<p><b>CM</b></p> <p>Will review and make sure traffic control procedures are being implemented in accordance to plans and coordinate with IOR to ensure proper implementation. CM will check to ensure compliance with Caltrans MUTCD and all other requirements.</p>	<p><b>Benefits:</b> Allows us to maintain safe traffic flows during construction.</p>
<p><b>IOR</b></p> <p>Provide inspection of traffic-related work and installs, monitor traffic control to ensure pedestrian/vehicular safety, minimal disruption, safe access, and traffic control, provide inspection of all traffic-related work.</p>	<p><b>Deliverables:</b> Traffic Control Notes</p>

**Job Safety Compliance**

<p><b>CM</b></p> <p>Establish and implement job safety procedures in compliance with CAL-OSHA requirements, and monitor Contractor's compliance with established safety program per Federal and State requirements. Will also ensure that awareness of safety and health requirements and enforce applicable regulations and contract provisions to ensure protection of the public and project personnel.</p>	<p><b>Benefits:</b> Ensures a safe and successful construction project from inception to completion. Also, ensure full federal, state and local safety standard compliance.</p>
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<b>IOR</b>	<p>Establish and implement job safety procedures in compliance with CAL-OSHA requirements, monitor contractor’s compliance with established safety program, respond to deficiencies and hazards, and investigate, report on accidents, observe construction safety, public safety and convenience, and report discovered problems to City.</p>	<p><b>Deliverables:</b> Safety Infraction Reports</p>
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**Change Orders**

<b>CM</b>	<p>Establish, implement and coordinate systems for processing all contract change orders. Review and evaluate, via an independent cost estimate, cost proposals submitted by the contractor for all contract change orders. Will negotiate CCO and prepare using City’s standard format and give recommendations to City. Quantity and cost analysis will be performed for negotiation of CCOs. Will also analyze any additional claims and perform claims administration including coordinating, monitoring, logging, and tracking claim status.</p>	<p><b>Benefits:</b> Provides clear documentation review and recommendation for change orders to maximize value of contract.</p> <p><b>Deliverables:</b> Change Order</p>
<b>IOR</b>	<p>Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.</p>	<p>Notes and Recommendations</p>

**Progress Payments**

<b>CM</b>	<p>Track quantities of work completed for progress payment, develop &amp; implement procedures for review &amp; process of progress payment applications, assist City with review, certification, and process of payments. Will prepare monthly payment requests and negotiate differences with the Contractor as well as process payment through the City’s Project Manager.</p>	<p><b>Benefits:</b> Provide accurate measurements of work completed by Contractor</p> <p><b>Deliverables:</b> Ensure accurate records are kept of actual quantities installed, provides</p>
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**Labor Compliance**

<b>CM</b>	Establish procedures and monitor compliance with Prevailing Wages, and ensure compliance with Federal Labor Laws & the Davis-Bacon Act	<p><b>Benefits:</b> Ensures full grant funding compliance</p> <p><b>Deliverables:</b> Contractor Certified Payroll Records, CM Payroll review Notes, Employee Interview Forms, Interview reports</p>
<b>IOR</b>	Conduct field construction employee interviews; ensure contractors submit certified payroll reports and that labor/hours reported by Contractor match DCRs. Verify & document job-site posting of wage rate information & labor compliance posters	

**Construction Documentation**

<b>CM</b>	<p>CM will establish job control documents including DCRs, weekly and bi-weekly status reports, monthly construction payments, material receipts, weigh certificates, material submittals, weekly statement of working days, construction change orders, and certified payroll records and labor compliance documents. Our IOR will maintain coordination with the CM for all project records, including but not limited to; DCRs, correspondence, submittals, CCOs, progress payments, Lab and Field Test Reports, Materials Delivery Tickets and Compliance Certification, Progress Reports, Progress Photos, and Meeting Minutes, guarantees, certifications, affidavits, leases, easements, deeds, O&amp;M manuals, warranties, and all other necessary documents. This information is made available to the City in real-time using VPM solution.</p>
<b>IOR</b>	

**Final Walkthrough & Inspection**

<b>CM</b>	Recommend and conduct final inspection with City staff and project design consultant.	<p><b>Benefits:</b> Confirmation to all stakeholders of final completion of work.</p> <p><b>Deliverables:</b> N/A</p>
<b>IOR</b>	Conduct final inspection and close-out encroachment and construction permits.	



**As-Built Plans**

<b>CM</b>	<p>Maintain "As-Built" Work Records and activities during construction. Transmit Contractor and IOR red-lines for incorporation into As-Built Plans, review plans to ensure accuracy and quality, and deliver as-built &amp; electronic drawings to City.</p>	<p><b>Benefits:</b> Representation and documentation of field changes made during construction and accurate records.</p> <p><b>Deliverables:</b> IOR and Contractor Red- Lines, designer coordination records, final as-built documentation</p>
<b>IOR</b>	<p>Will review the Contractor's as-builts daily and ensure the Contractor keeps these records up to date throughout construction. Will coordinate preparation and submittal of as-builts.</p>	

**Water Quality & SWPPP**

<b>IOR</b>	<p>Shall monitor and enforce Contractor compliance with Water Quality Control Plans. Will also oversee Contractor's Storm Water Pollution Prevention (SWPPP) responsibilities.</p>	<p><b>Benefits:</b> Clear communication and records to Contractor.</p>
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**Punch Lists & Non-Compliance Items**

<b>CM</b>	<p>Issue preliminary &amp; final punch list and monitor and follow-through with contractor until completion of punch list items. Review and distribute IOR notes regarding non-compliant work items and recommend mitigating procedures for fixing non-compliance. RE will also finalize the bid items, claims, change orders, punch list items, and correct shop drawings. Additionally, will oversee the completion of record drawings.</p>	<p><b>Benefits:</b> Clear communication and records to Contractor. All non-compliant items are noted and fixed prior to notice of completion.</p> <p><b>Deliverables:</b> Preliminary and Final Punch lists. Inspector's Non-Compliance Notice, Non-Compliance Notes</p>
<b>IOR</b>	<p>Prepare in-progress punch lists at completion of each project phase until completion. Direct and notify contractors about non-compliance and correct compliance problems as discovered.</p>	

**Completion Recommendations**

<b>CM</b>	Evaluate completion of work and recommend final inspection. This includes preparing Report of Expenditures Checklist and necessary attachments. CM will also provide support for construction claims analysis and litigation and will be available for any audits.	<p><b>Benefits:</b> Ensures that work items completed as specified.</p> <p><b>Deliverables:</b> Final Completion Recommendation, Final Report of Completion</p>
<b>IOR</b>	Provide notes and concurrence to CM regarding final completion of all field work.	

**Final Payment Request**

<b>CM</b>	Review and process request for final payment and release retention. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes and identify variances between costs.	<p><b>Benefits:</b> Ensure payment is provided to Contractor, organized cost tracking data for future reference.</p> <p><b>Deliverables:</b> Final Payment Recommendation</p>
<b>IOR</b>	Confirm final field quantities to CM. IOR will provide complete measurements and calculations to administer progress payments and make recommendations for payments.	

**Submit Project Files**

<b>CM</b>	Maintain a project filing system in compliance with Sec. 16.8 of Caltrans LAPM, finalize and deliver all project files, records, exhibits, coordination documentation and submittals to City for final review/archiving.	<p><b>Benefits:</b> Provides a single source location for the entire project's records, active monitoring and documentation</p> <p><b>Deliverables:</b> Final Project Files Per LAPM, Final Project Report, as-built and digital set of drawings, construction files.</p>
<b>IOR</b>	Maintain field notes and provide all field inspection notes, As-builts, pictures, material tickets, permits and other documents.	

## QA/QC

We have provided construction management and inspection service on many high-profile projects. We understand that success comes through a solid QA/QC Plan that is implemented from the onset of the project. A system that is written on the fly results in schedule delays, cost overruns, and poor quality. OE has on file, and implements a detailed QA/QC manual that defines roles, responsibilities, expectations, review requirements, and quality standards of all documents and procedures within the firm.

OE will monitor the contractor's quality control program and will provide quality assurance and inspections to verify the accuracy and compliance of the work. Reports will be kept to track items such as tests performed, samples taken, non-compliance reports, and inspection and testing costs associated with non-compliant work, and submittals. Our Construction Managers and Inspectors will review the contractor's weekly and daily schedules before work begins each day and will closely coordinate with the Contractor to establish an understanding of the critical activities and work to be inspected.

Our team brings considerable experience keeping projects on track — experience gained on some of the largest public works construction projects in Southern California. We believe it is imperative that we have a full understanding of the timeline of each project — from beginning to end. We can personally build CPM schedules and handle the monthly updates with the responsible agencies. Our CMs will hold meetings with the contractor to discuss the current status of the schedule and identify any potential roadblocks or challenges. They will review each monthly update promptly and provide review comments or acceptance after receipt of the submittal from the Contractor.

As a matter of protocol, we make it a point at the start of every project to specifically tailor the QA/QC program and work plan to our clients' specific needs. OE's team approach to project controls is to achieve estimating, cost

**D**  
SECTION

## EXCEPTIONS & DEVIATIONS

OE has no exceptions to or deviations from the requirements of the City's RFP. This includes both technical and contractual exceptions. OE accepts the contract requirements of the Proposed Professional Services Agreement set forth in Section IV of the City's RFP.

**E**  
SECTION

## FEE SCHEDULE

### ONWARD ENGINEERING

#### Schedule of Hourly Rates

**Rates Effective January, 2014**

No.	Classification	Hourly Rate*
1	Construction Manager	\$100
2	Sr. Construction Inspector	\$80

Our rates are now fully burdened. They include all mileage and reimbursable expenses built in.

### 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.

N/A

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

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 Majdi Ataya  
 Name: Majdi Ataya  
 Title: President

Date 3/25/2014

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and Project Dimensions, Inc. (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit “B” Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit “B”. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT’s proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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



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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Direction of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

George E. Peterson  
President  
4 Park Plaza, Suite 700  
Irvine, CA 92614

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT *Project Dimensions, Inc.*  
*[Signature]*  
\_\_\_\_\_  
*George Perseus, President*  
*[Signature]*  
\_\_\_\_\_  
*George Perseus, Secretary*

CITY

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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

**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014  
RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**



## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with

the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;



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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day

CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

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

CONSULTANT

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CITY

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City Manager

**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.



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4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.

**SECTION VI**

**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.

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

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: \_\_\_\_\_

# EXHIBIT "B"



## City of Brea

Proposal for  
Construction Management &  
Inspection Services  
FY 2013-2014 RFP

March 25, 2014



Submitted By:



PROJECT DIMENSIONS<sup>INC</sup>

March 25, 2014

**TO:** Mr. Delfino 'Chino' Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department – Engineering Division  
City of Brea  
1 Civil & Cultural Center  
Brea, CA 92821-5732

**RE: Project Dimensions, Inc.**  
**Proposal for Construction Management & Inspection Services**  
**Fiscal Year 2014-2015**

**a. IDENTIFICATION of OFFEROR**

- Firm (Legal Name): Project Dimensions, Inc.
- Contact Person: Jonathan Conk, Vice President
- Corporate Address: 4 Park Plaza, Suite 700, Irvine, CA 92614
- Telephone: (949) 476-2246
- Fax: (949) 476-8520

**b. SUBCONSULTANTS**

PDI is unique in the project management industry as we have the 'in-house' expertise and resources to lead projects as the clients 'Prime Consultant', without the need for Sub Consultants, and with minimal direction from the City. PDI is not proposing to utilize any Sub Consultants for this assignment.

**c. ADDENDA**

PDI herein acknowledges that the City has not issues any addenda as a part of this request for Proposal.

**d. PROPOSAL VALID 90 DAYS**

PDI's proposal and the information expressed herein shall remain valid for a period of not less than ninety (90) days from the date submitted, March 25, 2014.

**e. AUTHORIZED SIGNATURE**

As indicated below, Mr. George E. Peterson, the President of PDI, is authorized to bind PDI to the terms of the City's proposal.

**f. SIGNED STATEMENT**

As attested to by the signature below, PDI acknowledges that all information submitted as part of this proposal is true, accurate and correct.

X

  
\_\_\_\_\_  
Mr. George E. Peterson, President  
Project Dimensions, Inc.



March 25, 2014

Mr. Delfino 'Chino' Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department – Engineering Division  
City of Brea  
1 Civil & Cultural Center  
Brea, CA 92821-5732

RE: **Project Dimensions, Inc.**  
**Proposal for Construction Management & Inspection Services**  
**Fiscal Year 2013-2014**

Mr. Consunji:

**Project Dimensions, Inc. (PDI)**, in response to the City's Request for Proposal, is pleased to submit our qualification and experience for **"As Needed" Construction Management and Inspection Services** to assist the City of Brea's Public Works Department, Engineering Division with its existing and upcoming Capital Improvement and private projects. Headquartered in southern California for over 25 years, PDI provides our public sector clients with Entitlement, Project Management, Construction Management and Field Inspection Services for their public works and capital improvement projects. PDI is not an A/E firm, and we are not a general contracting company, but a management firm that specializes in all aspects of project and construction management.

PDI's staff consists of Architects, Engineers, Planners, Landscape Architects, Scheduling and Business Professionals, Construction Managers and Inspections Coordinators who bring decades of experience in their specific areas of expertise and work in a collaborative effort to seamlessly manage our clients projects from conception, through entitlement, design and construction. As a service oriented firm, PDI retains multi-year "On-Call" Services Agreements with numerous cities throughout southern California as well as the Counties of Orange, San Bernardino and Riverside. Projects that PDI manages for these agencies include general civil engineering (infrastructure and utilities), public building and facilities, marine facilities, water treatment and water retention/diversion systems, parks and recreation and habitat conservation.



PDI is experienced in managing projects that are complex in nature, and that are under the jurisdiction of multiple agencies. PDI has entitled projects through local, state and federal agencies, and managed projects supported by Federal-Aid funding. We are experts at ensuring all necessary and procedural California Environmental Quality Act (CEQA) requirements are met.

PDI currently has a 'Professional Services Agreement' with the City of Brea to provide Project and Construction Management Services for the City's Tracks At Brea, Segment 3 and Segment 6 projects. PDI has a similar agreement to provide "On-Call" Coastal Engineering Services to the County of Orange, in support of the repair and reconstruction of its facilities, including support during construction. PDI is also the lead consultant for the County of Orange's Dana Point Harbor Revitalization Project a \$150M renovation to their marina and retail areas, and for the Lifeguard Headquarters / Command Center for the City of Newport Beach. PDI is retained by the County of Orange O.C. Parks Division, for which we provide "On-Call" project and construction management services for a variety of civil, building, park and landscape project types.

For this assignment, PDI has selected our most experienced and qualified senior staff members to manage the City's projects based on the project requirements, scope of work and the specific expertise needed to successfully expedite the project. Their professional education and backgrounds are in Architecture, Engineering and Landscape Architecture. Our diverse professional staff when required by project demands will support these project managers.

Based on our firm's qualifications and experience I believe that PDI is the right firm to assist the City with 'As Needed' Construction Management and Field Inspection Services. Benefits that PDI brings to the City and it's projects include:

- ***Specialize in Project Management for Public Sector Clients***
- ***Multidisciplinary Firm with Diverse Professional Expertise***
- ***Experience Working with the City of Brea, Current PSA with City***
- ***Experience Managing Brea Projects Utilizing Virtual Project Management Software***
- ***Public Works and Capital Improvement Projects Experts***





- *Parks, Streetscapes, Recreation, Native Habitat Restoration & Mitigation*
- *Experience Entitling Projects through Local, State and Federal Agencies*
- *Project Managers with Strong Leadership & Communication Skills*

PDI understands the requirements of the City's RFP and herein commits to accepting the terms and conditions outlined in the RFP and Professional Services Agreement "As-Is". PDI takes 'NO EXCEPTIONS' to the Terms and Conditions identified in these documents.

I look forward to the opportunity to meet with you personally and to discuss our qualifications and experience, and how we can assist the City of Brea in the development of your most prestigious projects. Given the opportunity to assist the City, PDI will represent the City and its interests, maximize your investment and deliver projects that will exceed the expectations of the City and the stakeholders alike.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Peterson", is written over a light blue circular stamp.

George E. Peterson

President

**LETTER OF TRANSMITTAL  
COVER LETTER  
TECHNICAL PROPOSAL  
FIRM QUALIFICATIONS**

Firm Profile  
Financials

**FIRM EXPERIENCE**

Relevant Experience  
Government Agency Experience

**CLIENT / PROJECT REFERENCES**

O.C. Dana Point Harbor  
Anaheim Community Services / Public Works  
County of Orange, O.C. Parks  
City of Dana Point  
City of Brea

**STAFFING ASSIGNMENTS**

PDI Staffing  
Principal-in-Charge  
Project Managers  
Support Staff – Agency Coordination  
Support Staff – Field Inspections  
Organizational Chart  
Avaliability Of Staff

**DETAILED WORK PLAN**

Project Approach & Work Plan  
Scope Of Services  
Resource Mngement

**EXCEPTIONS / DEVIATIONS**

Standard Contract Compliance  
Insurance Requirements  
Local Business Enterprise  
Non-Descriminatory

**FEE PROPOSAL**

Schedule Of Hourly Rates  
Overtime Hourly Rates  
Direct / Indirect Costs

**APPENDICES**

Resumes Of Key Personnel  
"Status Of Past & Present Contracts" Form (Original Proposal Only)



### FIRM QUALIFICATIONS

#### Firm Profile

**Project Dimensions, Inc. (PDI)** was founded by its president, George Peterson in 1985, and for over 25 years has been partnering with our private and public sector clients to bring creative, unique solutions to our projects. As an industry leader in the public sector, PDI's consulting experience and expertise are in the areas of **Entitlement, Project Management, Construction Management** and **Field Inspection Services**. PDI's corporate headquarters is located in the City of Irvine, County of Orange, at 4 Park Plaza, Suite 700, Irvine, California 92614. Our staff consists of fifteen (15) licensed professionals in addition to support and administrative personnel. This is PDI's primary office and the location that PDI intends to service the City of Brea from. PDI is incorporated as a California Corporation, and we are submitting our experience and qualifications to the City of Brea as a **PRIME CONSULTANT** and as a **Small Business Enterprise (SBE)**.

#### Financials

PDI is financially sound having never filed for bankruptcy, and having NO pending litigation, planned office closures or impending mergers that might impede PDI's ability to complete any projects assigned by the City of Brea in a timely, efficient manor. Please refer to the 'Status of Past and Present Contracts Form' included herein in the Appendices Section of this proposal.

### FIRM EXPERIENCE

#### Relevant Experience

PDI currently provides "On-Call", Consulting Services to numerous cities throughout southern California by performing Project Management Services for their Public Works and Community Development Departments for a broad spectrum of project types. PDI is currently contracted to provide Coastal Engineering Services to the County of Orange, Community Resources in support of the repair and reconstruction of its coastal facilities including engineering support during construction and technical assistance in the preparation of coastal studies. PDI has similar contracts with the Counties of Orange, San Bernardino and Riverside for whom we provide a full range of Project and Construction Management Services for the development of their CIP and

public works projects. PDI is currently a consultant to the County of Orange, O.C. Parks as their On-Call Construction Manager overseeing projects located within their beaches, parks and open space facilities. In addition to our consulting services, PDI has the resources available to augment agency's staff with PDI professionals on an "As Needed" bases, to meet project workload demands.

PDI is currently the lead consultant for the County of Orange, Dana Point Harbor Division, overseeing the redevelopment of both the 'Land Side' and 'Water Side' areas of the harbor facilities. PDI is managing the entitlement through multi-jurisdictional agencies including the California Coastal Commission, coordinating the design team efforts and contracts, the preparation of the construction documents for publically bidding the project, and all required multi-agency approvals. As the County's Construction Manager PDI will oversee the public bidding process and the daily activities of the General Contractor.

PDI is also managing the renovations to the Lifeguard Headquarters for the City of Newport Beach, which is located at the base of the Newport Pier. This project includes the retrofitting and ADA upgrades to the interior and exterior of these facilities, which is utilized as the command center for all lifeguard operations.

PDI's architectural team has collectively provided project and construction management services for over 12 million square feet of vertical construction throughout southern California. Our public sector projects include libraries, lifeguard stations, restroom facilities, health facilities, community centers, parks, recreational facilities, and maintenance facilities. Additional project types developed and managed by PDI include premier office, industrial, storage, R&D, and manufacturing. Additionally, PDI has managed over 3 million square feet of office/mixed-use facilities, and entitled tens of thousands of acres of land with a combined 'built-out' value of over \$10 Billion. Architectural services include Building Commissioning, and LEED certification.

PDI's public works team consists of seasoned professionals having prior design experience and having worked at management levels within local agencies. PDI's has a strong working relationship with agency management and staff members at the federal, state and local levels. PDI is experienced in coordinating and overseeing the design, approval and installations for a variety of infrastructure project types that include:

Waterway infrastructure (piers, docks, lagoons & Coastal Bluff restoration; Sewer; Gas, Storm Drainage; Water Retention Facilities; Water Treatment Facilities; Street Improvements; Dry Utilities; Power Transmission and Undergrounding and, Solar Collection and Distribution Systems. Representative projects for which PDI was the agency's Project/Construction Manager include such high profile projects as the Malibu Storm Water Detention & Filtration Facility, Orange County Water District's Burris Basin Water Reclamation Area, San Juan Creek Re-Alignment, Lone Water Treatment Facility, Palm Desert's 2.5M Gallon reclaimed Water Reservoir, Coachella Valley Water District's All American Canal Re-Alignment and Undergrounding and, multiple CVWD Well Site Improvements.

PDI specializes in the management of landscape-oriented projects that include marinas, streetscapes, parks, beaches, recreation facilities, swim complexes, multi-purpose trails, bikeways, monumentation, signage programs, greenbelts, open space preservation and habitat conservation. PDI's in-house landscape division utilizes Landscape Architects, Planners and Engineers with expertise in landscape design, horticulture, xeriscape, and irrigation design, as well as experience in managing the design process, and the daily onsite supervision of projects. Our landscape projects are diverse in size and scope, and often involve the development of lake & stream systems, water retention & filtration systems, bio swales, open space enhancement, habitat conservation, California plant community restoration/establishment and the preservation of historic sites and buildings. Our staff members are extremely knowledgeable in the use of ornamental plant materials commonly utilized throughout southern California as well as the California native plant communities associated with the southern California Coastal Region, including Wetlands, Coastal Salt Marshes and Freshwater Marshes. PDI has successfully managed projects that include mitigation under the jurisdiction of the U.S. Fish & Wildlife Service for Coastal Sage, Riparian and Wetlands Habitats. We understand marine and aquatic habitats, and we have managed many environmentally sensitive marine projects that resulted in substantial improvement to water and air quality, while offering enhanced active and passive recreational opportunities.

The following is a list of projects that were successfully managed by the key personnel that have been selected for this assignment:

### **STREETSCAPES & STREET IMPROVEMENTS**

Rancho Parkway, Aliso Viejo; Rio Vista Drive, Miller Street, South Street, Lincoln Avenue, Anaheim; Dana Point Harbor Drive, Golden Lantern, Pacific Coast Highway, Embarcadero Place, Puerto Place,

Island Way, Dana Point; Bolsa Chica Street, Rancho Road, Skylab Road, Astronautics Road, Delta Lane East, Huntington Beach; West Valley Highway, 59<sup>th</sup> Avenue, South 212<sup>th</sup> Street, South 190<sup>th</sup> Street, Kent Washington; SilverRock Way, La Quinta; Portola Avenue, Country Club Drive, Cook Street, Frank Sinatra Drive, Marketplace Drive, Canyon Drive, Palm Desert; Rancho Viejo Road, Avenida Los Cerritos, San Juan Capistrano

### **INFRASTRUCTURE INSTALLATIONS**

Malibu Storm Water Detention & Filtration Facility; OCWD Burris Basin Water Reclamation Area; San Juan Creek Re-Alignment; Lone Water Treatment Facility; Palm Desert 2.5M Gallon reclaimed Water Reservoir; CVWD all American Canal Re-Alignment; CVWD All American Canal Undergrounding; CVWD Aquifer Well Site Improvements; Anaheim Public Utilities 66Kv Undergrounding; Boeing Sewer Lift Station & Force Main; SCE Sand Canyon 66Kv Undergrounding; Anaheim City Hall Seismic Retrofitting

### **NEIGHBORHOOD & COMMUNITY PARKS**

Irvine Regional Park, Orange; Santiago Oaks Regional Park, Orange; Aliso Beach County Park, Aliso Viejo; Salt Creek Beach County Park, Dana Point; Caspers Wilderness Park, Orange Co.; O'Neill Wilderness Park, Orange Co.; Mile Square Park, Fountain Valley; Laguna Coast Wilderness Park, Laguna Beach; Mason Regional Park, Irvine; Clark Regional Park, Buena Park

### **WILDERNESS & REGIONAL PARKS**

Maxwell Park, Anaheim; Betsy Ross Park, Anaheim; Stagecoach Park, Corona; Gallery Way Park, Tustin; Greenway Park, Tustin; Ambriz Park, Orange; Palm Desert Soccer Park Eisenhower Park; Meadowood Park, Irvine

### **TRAILS, OPEN SPACE & HABITAT MITIGATION**

Deer Canyon Park Preserve, Anaheim, CA; Santa Ana River Trail, Riverside Co.; Legacy Park, Malibu, CA; The Coves, Anaheim; San Canyon Coast Trail, Irvine; Tracks At Brea Segment 3, Brea; Desert Willow Perimeter Trail, Palm Desert; Desert Willow Habitat Conservation Area, Palm Desert;

SilverRock Wetlands Conservation, La Quinta; SilverRock Perimeter Trail, La Quinta

**FEDERALLY FUNDED PROJECTS**

Anaheim Coves, Anaheim, CA; Burris Basin, Anaheim, CA; Discovery Science Center, Los Angeles, CA  
Santa Ana River Trail, Riverside County; Woelke-Stoffel Historic House, Anaheim, CA  
Dana Point Harbor Beach Replacement, ACOE

**Government Agency Experience**

PDI provides environmental support services and coordination with federal, state and local agencies having jurisdiction over projects similar to those outlined in the City's RFP. Our primary objective is to provide decision makers and the public with information regarding the environmental effects associated with a project, in a format that is thorough, legally defensible and easily understood. PDI has a proven record of success coordinating and providing governmental relations services to obtain the required permit approvals and/or environmental clearances including:

CEQA Documentation & Compliance Monitoring; NEPA Documentation;  
California Coastal Commission; Environmental Studies; Special Studies Preparation;  
and Technical Engineering Oversight

PDI has a strong working relationship with, and has successfully processed numerous projects through the following agencies:

U.S. Army Corp of Engineers; U.S. Fish & Wildlife Service; Environmental Protection Agency;  
Federal Emergency Management Agency; Federal Aviation administration;  
California Lands Commission; California Department of Fish & Game;  
California Regional Water Quality Control Board; Orange County Water District;  
Coachella Valley Water District, Irvine Ranch Water District  
and California Coastal Commission

**CLIENT / PROJECT REFERENCES**

**OC DANA POINT HARBOR DEPARTMENT**

**DATE: 2003- PRESENT**

**ESTIMATED COSTS: \$ 140M**

**SERVICES VALUE:**

Mr. Brad Gross, Director

[Brad.Gross@ocdph.com](mailto:Brad.Gross@ocdph.com)

24650 Dana Point Harbor Drive, Dana Point, California 92629

949 923-2236

**KEY STAFF ROLE:** Jonathan Conk, PM; Craig Hoffman, Entitlement; Rob Jones, Constructability Review; Blair Fickett, CM

Under the direction of Mr. Brad Gross and Lisa Smith, PDI acts as the project manager for the OC Dana Point Harbor Department overseeing the design and entitlement for the revitalization of Dana Point Harbor (including contract administration /contract management). PDI has worked to prepare the necessary documentation to secure County of Orange Planning Commission / Board of Supervisors approvals for the Dana Point Harbor Revitalization Plan, including certification of the Dana Point Harbor Revitalization Project Final EIR No. 591. PDI prepared the Land Use Plan & District Regulations components of the City of Dana Point's Local Coastal Program Amendment application, which was approved by the California Coastal Commission in 2011.

**CITY OF ANAHEIM - COMMUNITY SERVICES AND PUBLIC WORKS DEPARTMENTS**

**DATE: 2006- PRESENT**

**ESTIMATED COSTS: \$12M**

**SERVICES VALUE:**

Mr. Terry Lowe, Community Services Director

[tlowe@anaheim.net](mailto:tlowe@anaheim.net)

Mr. Robert Luciano, Director of Construction Services

[rluciano@anaheim.net](mailto:rluciano@anaheim.net)

City of Anaheim

200 S. Anaheim Boulevard, Anaheim, California 92805

714 765-5191 and 714 765-5286

**KEY STAFF ROLE:** Steve Sandland, Architectural/Building PM; Rob Jones, Parks, Rec & pen Space PM; Blair Fickett, Infrastructure & Utilities PM/CM

PDI is currently providing "As-Needed" entitlement, permitting, project management, plan checking, constructability review, construction management and inspection services for the City of Anaheim, Community



Services and Public Works Departments. PDI is currently providing these services for the city's Anaheim Coves, a 150 acre linear trail system that offers passive recreation and habitat protection. Additionally PDI is managing the seismic retrofitting of the City Hall facilities. As the City's Project Manager, PDI has managed projects from design and constructability review through contractor bidding and construction.

### **COUNTY OF ORANGE - OC PARKS**

**DATE: 2009-2011 AND 2013 - 2015**

**ESTIMATED COSTS: \$ 5.0 M**

**SERVICES VALUE:**

Mr. Scott Thomas, Design Manager  
Scott.thomas@ocparks.com  
County of Orange – Parks Division  
13042 Old Myford Road, Irvine, California 92602  
949 923-3757

**KEY STAFF ROLE:** Steve Sandland, Libraries & Architectural PM; Rob Jones, Parks, Habitat & Landscape PM/CM; Blair Fickett, Infrastructure/Utilities PM/CM; Lorenzo Rea, Permitting, Testing & Inspections PM

PDI was selected by the County of Orange, O.C. Parks Department, as the most qualified firm to assist the County with entitlement, development management and construction management services, following the County's solicitation of over 200 firms. PDI provided full-time and "As-Needed" project management and construction services to the County overseeing the design, plan checking, constructability review, entitlement, construction management and inspections of more than seventy-five (75) park, landscape and street improvement projects between 2009 and 2011. Most recently, PDI was again selected as the most qualified firm to provide these services to the County for the period of 2013 through 2015.

### **CITY OF DANA POINT**

**DATE: 2010-2011**

**ESTIMATED COSTS: FUNDED BY COUNTY OF ORANGE**

**SERVICES VALUE:**

Mr. John Tilton, Acting Community Development Director  
jtilton@danapoint.org  
City of Dana Point Community Development Department  
33282 Golden Lantern, Dana Point, California 92629  
949 248-3567

**KEY STAFF ROLE:** Steve Sandland, PM; Craig Hoffman, Entitlement & Permitting; Blair Fickett, CM

PDI assisted City Community Development Department staff with preparation of all the necessary documentation and facilitating the local agency review process, including General Plan and Zoning approvals by the City of Dana Point Planning Commission and City Council for the Dana Point Harbor Revitalization Plan. PDI also assisted the City in preparing the Local Coastal Program Amendment submittal to the California Coastal Commission, which was approved in 2011.

### **CITY OF BREA**

**DATE: 2013 - PRESENT**

**ESTIMATED COSTS: \$1.8M**

**SERVICES VALUE:**

Ms. Kathie DeRobbio, Economic Development Manager  
City of Brea, Community Development Department  
1 Civic Circle Center, Brea, California 92821  
714 671-4403

**KEY STAFF ROLE:** Rob Jones, PM; Blair Fickett, CM

PDI is currently assisting the City's Community Development Department with Project and Construction Management Services for the City's Track at Brea, Segments 3 & Segment 6 Projects. For Segment 3 PDI has managed the revisions to the Grading & Soil Remediation Plans, provided constructability review of the grading plans and specifications, prepared and maintained project schedules, coordinated the surveying and 'potholing' of the existing utilities, prepared the RFP to solicit the design team, will manage the contractor bidding and contract award process, and will provide construction management services during the construction process. For Segment 6, PDI has provided a constructability review of the plans and specifications.

## **STAFING ASSIGNMENTS**

### **Project Staffing**

PDI has a talented staff of professionals with years of experience working together to seamlessly manage CIP and public works projects. The diversity of our staff and their specific expertise within their fields allow PDI the opportunity to select a Project Manager whose experience aligns with the project scope of work. Our professional staff members, based on the type of projects assigned and the specific work task requirements, will support the Project Manager assigned to a specific project. PDI's Project Managers are all experienced in

overseeing the day-to-day operations during the planning, design, contractor bidding, construction and turn-over phases of a project. Key members of our staff who will be assigned to various projects and the expertise they will bring to the City's projects include the following key personnel:

### Principle-In-Charge

**Jonathan Conk, ASLA** – Mr. Conk is the Vice-President of PDI and will be assigned as the single point of contact for this proposal.

### Project Managers

PDI will assign the following licensed professionals as Project Managers for various City projects based on the project requirements and the management expertise required. These Project Managers will be principally responsible for working and coordinating with the City's staff on a day-to-day basis.

**Stephen Sandland, AIA** - Mr. Sandland is a licensed Architect and will oversee all aspects of projects that involve vertical design and architectural related tasks. Mr. Sandland will manage projects that include public buildings, and facilities such as restrooms, libraries, lifeguard stations, the Long Beach Convention Center amenities and facilities, health centers, community centers, and maintenance buildings.

**Robert E. Jones, ASLA** - Mr. Jones is a licensed Landscape Architect who will be assigned as PDI's Project Manager for landscape oriented projects that include parks, playgrounds, recreational facilities, and habitat rehabilitation. Mr. Jones is an expert in the use of California native plant materials, and the principals of xeriscaping and water conservation. Mr. Jones will manage projects that require habitat restoration of lagoons and bluffs.

**Blair D. Fickett, PM/CM**- Mr. Fickett is a Project / Construction Manager and will be assigned as PDI's Project Manager for projects involving civil design for infrastructure related projects. Mr. Fickett will be assigned to manage projects that include the implementation of water treatment Best Management Practices (BMPs), including low flow diversion systems, trash separation devices, storm drainage improvements, and improvements to waterway infrastructure including the rehabilitation of public piers and docks.

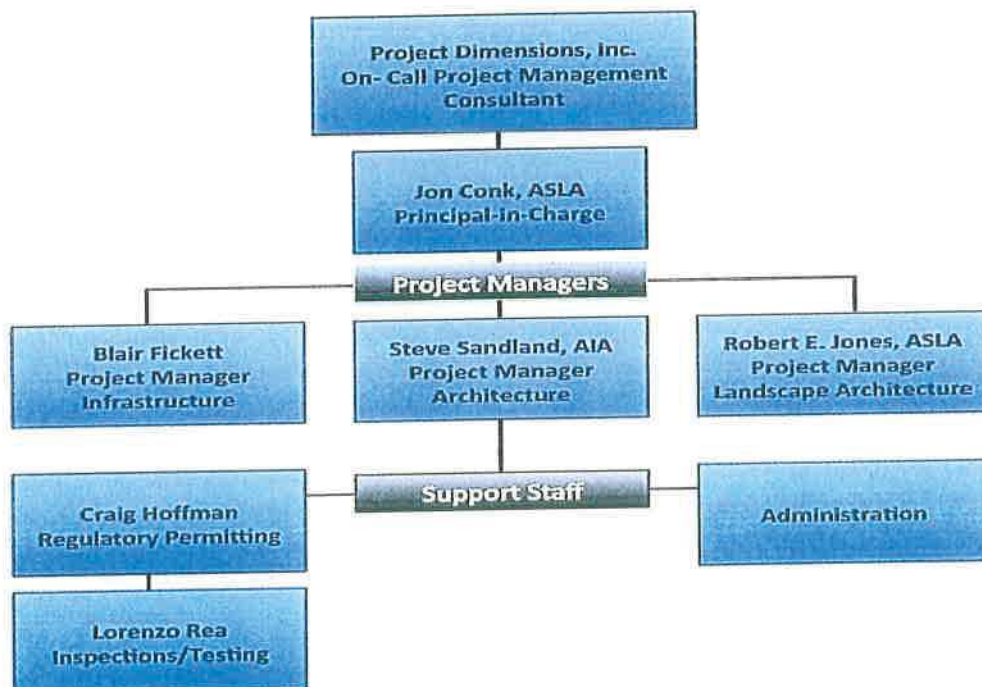
## Support Staff – Agency Coordination

**Craig Hoffman, APA** – Mr. Hoffman is an Environmental Planner whose expertise is in entitlement, permitting and governmental relations. Mr. Hoffman will be responsible for ensuring all necessary and procedural California Environmental Quality Act (CEQA) requirements are met and that all Local, Regional, State and Federal regulatory permits and approvals are obtained. Mr. Hoffman is an expert at permitting project under the jurisdiction of the California Coastal Commission (CCM), regional Water quality Control Board, County Sanitations District, County Flood Control, U.S. Army Corps of Engineers and the City of Long Beach.

## Staff Support – Field Inspections

**Lorenzo Rea, Field Inspector** – Mr. Rea will provide quality control and constructability review of utility and infrastructure plans and specification. Mr. Rea will coordinate all public works inspections and materials testing procedures for conformance to the requirements of the plans and specifications.

## Organizational Chart



**Availability Of Staff**

PDI acknowledges the City's desire for consistency and continuity of staff assigned to specific projects. PDI's project managers will remain available to the extent proposed for the duration of the project, and no person designated as 'key' to the project shall be removed or replaced without prior written concurrence of the City.

### DETAILED WORK PLAN

#### Project Approach & Work Plan

PDI understands the City's desire to secure the services of a professional consulting firm to provide Project Management Services via qualified project managers, to oversee its capital improvement projects (CIP). The City seeks a firm with experience in the management of capital improvement projects (CIP) for public sector agencies. The firm will provide 'consulting services' on an "as-needed" basis for projects located throughout the City. The selected firm, or 'Project Manager' will work to support the City, represent the City's interests, and lead the day-to-day efforts in the planning, entitlement and design of the City's projects. In addition, the Project Manager will be responsible for ensuring all necessary and procedural California Environmental Quality Act (CEQA) requirements are met and all other local, state, and federal regulatory permits and approvals are identified and obtained.

The Project Manager will be responsible for facilitating the procurement of architectural and engineering "Design Teams" based on the specific project requirements, and in conformance with all applicable administrative guidelines and regulations. It will be the responsibility of the Project Manager to manage and oversee the "Design Team" to assure that the consultant's work product and performance are of high quality and integrity while maintaining the time and fiscal constraints. The Project Manager will be required to provide support throughout the project's construction phase.

#### Scope Of Services

PDI understands the 'Basic Services' to be provided by the Project Manager as identified in the City's RFP. The Project Management Services that PDI will bring to the City's projects are not limited to those services outlined, and may include the following:

##### Project Management Services

- **Owner Representative** - Represent the City and its interests in all negotiations, meetings, community outreach, and related activities during all phases of the project.
- **Staff Assistance** - Provide technical and managerial staff assistance to the City.
- **Design Team Management** - Coordinate with and oversee various disciplines necessary to design and entitle the project, including engineering, architecture, landscape architecture, and specialty consultants.

- **Master Project Schedule** - Prepare and maintain a master project schedule based on anticipated design and construction schedules, integrate all City and Agency reviews, and coordinate approvals or other actions required by the City Council.
- **Master Project Budget** - Establish and implement cost estimating, monitoring and control procedures. Provide cost reports to City monthly or more frequently as needed.
- **Document Control** - Maintain relevant records, documents, minutes, funding compliance records, and correspondence.
- **Design Checklist** - Implement a design checklist to establish a systematic process with which to provide a thorough design and constructability review, and to communicate plan revisions and comments to design consultants.
- **Project Meetings** - Assist in the organization and scheduling of, attend, and keep minutes of all project-related meetings with City, design team and jurisdictional agencies.
- **Progress Reports** - Prepare and make available project scheduling, design progress updates. Prepare and present monthly progress reports.

### Pre-Construction Services

- **Project Meetings** - Attend regular design review meetings.
- **Plan Review** - Provide plan review and at 35%, 65%, and 100% final design completion, with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems.
- **Constructability Review** – Review plans & specifications for accuracy, 'bid-ability' and 'constructability'. Identify deficiencies and prepare red-line comments.
- **Value Engineering** – Make recommendations for cost saving design alternatives, energy and green considerations, and the use alternative / sustainable materials.
- **Master Project Schedule** - Maintain and update the master project schedule through the project.
- **Critical Path Method (CPM) Schedule** - Produce a detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path, and key milestones.
- **Master Project Budget** – Maintain the master project budget including cash flow projections considering project revenues and expenditures based upon traditional project milestones.

- **Preliminary and Detailed Estimates** - Provide continuous review and cost estimates of the ongoing design. Prepare conceptual cost estimates during the final design phase at 35%, 65%, and 100% design completion.
- **Bidding Strategies** - Consult with City staff to create bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.
- **Project Accounting and Management Systems** - In concert with City staff, develop the project accounting and budget management systems.
- **General Conditions Documents** - Preparation of the General Conditions documents suitable for the selected delivery method. Coordinate this effort with City's legal counsel and obtain the City mandated approvals prior to publication.

### Contractor Bidding

- **Bidder Solicitation** - Encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and Disabled Veteran Business Enterprise (DVBE) compliance.
- **Bid Documents** - Review plans and specifications, and prepare and issue bid documents, working with City and Architect.
- **Public Advertisements** - Place both the project legal advertisements and any other pre-bid advertisements, working with the City.
- **Contractor Pre-Qualifications** - Provide pre-qualification requirements, conduct contractor outreach, assist with reference checks, report on bidders acceptability, and prepare written evaluations and recommendations.
- **Pre-Bid Conferences** - In cooperation with City personnel, conduct pre-bid meetings with potential bidders.
- **Site Review Meetings** - Coordinate site visits for the bidding contractors.
- **Bidding Coordination** - Provide coordination of and, when possible, responses to bidder inquiries.
- **Plan Distribution** - Distribute all plan sets, bid packages, and addenda.
- **Addendum Distribution** - Prepare and distribute addendums.
- **Bid Evaluation and Review** - Review and evaluate all bids for responsiveness and certify the construction bid results.



- **Contract Documents** - Prepare contract packages for City review. Distribute and monitor completion of these contract packages.
- **NOAs and NTPs** - Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the City.

### Construction Management Services

- **On-Site Construction Management** - Maintain a field office and sufficient personnel and equipment for daily onsite monitoring and coordination of construction activities, as an agent of the City. Provide an air-conditioned conference room adequate in size to hold contractor weekly meetings.
- **Conduct Pre-Construction Conference** - Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.
- **Weekly Construction Meetings** –
- **Project Communication** - Ensure regular coordination and communication between stakeholders.
- **Permits, Bonds and Insurance** - Assist contractors with obtaining required permits and verifying insurance and bond requirements.
- **CPM Schedule Maintenance** - The City may wish to award the prime contracts in phases so that the project schedule may be expedited. Maintain a detailed and date specific CPM schedule.
- **Budget Control and Maintenance** - Prepare regular, cumulative project budget reports with construction cost and soft cost data.
- **Storm Water Pollution Prevention Plan** - Ensure that responsibility for the Storm Water Pollution Prevention Plan is carried out.
- **Agency Interface** - Provide agency interface during construction process.
- **Schedule of Values** -Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.

- **Monthly Billing Procedures** - Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the City.
- **Progress Monitoring and Reporting** – Maintain a daily log of construction activities and conditions. Conduct and record weekly jobsite progress meetings, and submit work and cost progress reports at least monthly to the City.
- **Quality Control Assurance** - Provide ongoing Quality Assurance and Quality Control of all construction work at all times, including thorough documentation of findings and results. The MPCM will have primary responsibility for QA/QC on the project.
- **Testing, Inspection and Special Services** - Recommend, coordinate and monitor inspection and lab testing services, site surveys, utilities, geotechnical and other services, as required.  
Safety Program. Establish and implement job safety procedures, monitor contractors' compliance with safety program, maintain safe conditions at the site, respond to deficiencies and hazards, investigate and report on accidents.
- **Project Record Documents** - Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.
- **Document Control** - Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.
- **Shop Drawings & Submittals** - Review and monitor the status of shop drawings and related correspondence.
- **Administration of the Construction Contracts** - Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide onsite management of the project as necessary. Ensure that City requirements regarding collection of certified payrolls and subcontractor and material supplier releases are carried out.
- **Information, Shop Drawings, Samples & Other Submittals** - Log, process and expedite contractor requests for information and submittals. Analyze and evaluate time and cost impacts of suggestions for modifications, and make recommendations to the Architect and City.
- **Change Order Review** - Establish and implement a change order processing system that provides review of scope, price, and added contract time. Investigate, estimate, negotiate, recommend, and process contract change orders. Prepare and submit to Project Manager change order monitoring

and impact reports describing work, cost and progress. The City will make all final decisions on change orders.

- **Contractor Claims** - Evaluate and mitigate all claims for additional cost or time due to any alleged cause.
- **Project Meetings**. - Coordinate, attend, and keep minutes of weekly job-site progress meetings with the City, Architect, Inspector, and Contractors.
- **Insurance Certificates** - Monitor Contractors' insurance certificates for applicable coverage, endorsements, limits, and expiration dates.
- **Contractors Licenses** - Monitor Contractors' State contractor's licenses for current active status and expiration dates.

### Project Close-Out and Post Construction Services

- **Initial Start-Up, Punch Lists and Building Inspections** - Supervise testing, and start-up of utilities, equipment and operational systems, schedule job walks and building inspections and assist Architect in preparing and managing punch lists for incomplete or defective work.
- **Relocation** - Coordinate the arrival and installation of City furnished materials and F&E. Provide coordination schedules for user relocation.
- **User Training** - Schedule and document all City training sessions. Arrange for supplementary information where needed. Arrange for Manufacturers to conduct training for maintenance and operations staff.
- **Punch Lists** - In conjunction with the Architect, develop a punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.
- **Submit As-Builts** - Review contractual requirements for As-Built Documents and create appropriate procedures to ensure the completeness and timeliness of these documents.
- **Project Closeout and Warranties** - Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims.
- **Final Lien Releases** - Ensure compliance per requirements in the Construction Documents.

- **Final Project Report and Payment** - Recommend and prepare the final payment for contractors. Provide a final report to the City that includes: a financial summary of construction contracting, change orders, construction management and other services, and direct purchase items; a construction summary with schedule review; and a final acceptance summary of signed receipts from City staff of all closeout documents, furnishings fixtures and equipment (FF&E).
- **User Complaints** - Assist with response to initial post-occupancy complaints about missing or malfunctioning equipment or building components.
- **Year End Observation** - Conduct year-end walk-through immediately prior to warranty period expiring and ensure corrections are completed.

### Resource Management

Project Dimensions, Inc.'s (PDI) overall approach to **Project Management** is founded on the belief that the success of a project is largely dependent upon the presence of strong leadership, effective communication among the project participants, a team building spirit, an atmosphere of cooperation and strong procedures. It is also based on the understanding that public sector projects are unique in nature in that the client, whether a city or other public agency, has the responsibility to answer to the public, who are in essence, the client's shareholders. Public sector projects are therefore by nature, high profile and require special attention.

As the City's Project Manager PDI will oversee projects to a successful completion by implementing the requirements of the City and the construction documents, while managing projects constraints that are identifies as schedule and budget limitations. PDI does not work in a vacuum, and we are committed to working closely with, and taking direction from the City staff. Our project managers are readily available and will remain on-call to meet with City staff, with minimal notice, due to the close proximity of our office to the City facilities, or to work as an extension of staff at City Hall.

PDI understands the scope of work has a wide variety of project types. Our approach to managing these projects is to select a Project Manager from our staff who's project experience is a match with the work requirements. Our Project Managers will be supported by our multidisciplinary professionals and administrative staff. PDI is proficient in the preparation of pre-construction documents required for the contractor bidding and selection process, and in the review of construction documents for conformance to the City and Jurisdictional Agency requirements. PDI will establish project files designed for immediate retrieval of information and formatted for efficient cross-referencing of related documents.

Document maintenance will be both electronic and hard copy. To monitor and track the project documents and reporting, PDI will prepare all required forms and logs to be utilized for RFI(s), RFC(s), submittal tracking and the contractor's payment applications.

Project team meetings will be initiated weekly with the required disciplines in attendance, which will create the forum for discussing all project related issues. Minutes of these meetings with specific responsibilities and time frames will be published and tracked to resolution. PDI will produce complete and correct work in a timely manor to avoid impacts to the project schedule, will monitor our approved budget and will identify any work considered outside the contracted scope prior to performing additional work tasks. PDI will ensure that all work conforms to the requirements of the construction documents, City codes and ordinances, and in conformance with the Standard Specifications for Public Works Construction. All inspections will be preformed using the City established policies and procedures.

**Document / Deliverable Quality Control** - PDI will coordinate all members of the design team during the preparation of project plans. PDI will review the project design by comparing the project program(s) with design drawings and specifications prepared by the City's consultants at various milestones of the design process, e.g. at the completion of schematic design and at the completion of design development to confirm that the City's goals and objects for the project are being achieved. Each discipline's plans are reviewed by members of our staff who knowledgeable in that discipline. Cross-checking is then performed between disciplines by the Project Manager to assure document quality and coordination. For larger projects, Building Information Modeling (BIM) will be suggested for a drawing format for easier coordination of designers and contractors working on a project.

**Schedule Control** - PDI believes that the best tool for managing the successful completion of a project is a detailed Work Breakdown Structure Schedule. In conjunction with City staff, PDI will establish the overall milestone schedule and detailed critical path schedules for design, permitting and construction activities on the project. PDI will hold weekly meetings with the design team and will identify when activities have deviated from the schedule at the earliest possible time then recommend to the City courses of action available to mitigate the situation. PDI will prepare in Microsoft Project format, in appropriate detail for each user, reports on project accomplishments and future activities to the City. During construction, PDI will provide continuous evaluation of the contractor's personnel, equipment, and flow of materials to ensure it is adequate to meet the schedule and contract requirements.

**Budget Control** - Cost control on a project is essential. A Project Budget describing all soft costs (design, engineering, etc.) and all hard costs (construction, FF&E, etc.) will be prepared for approval. PDI will prepare detailed construction cost estimates at the end of each phase of the preparation of the plans. Following the establishment of the Project Budget, any change in the project's Scope of Work that occurs during the design process will be identified, quantified and provided to the City for a decision. During construction, PDI will review any requests from the contractor for change order. If PDI determines the request to be valid, then PDI will review all detailed backup in support of the cost of the change. The budget will constantly be updated to reflect approved change orders, pending changes, and potential changes so a clear picture of the total project cost is always understood. PDI will review and approve all consultant, contractor and vendor payment applications prior to submittal to the City Accounting Department for payment.

**Field Control / Inspections** - PDI will conduct all project construction meetings and oversee all aspects of the consumption process to ensure work is in compliance with the approved plans, specifications and costs. PDI will obtain and coordinate all necessary project related testing and special inspections. PDI will inspect the progress and quality of construction. At completion of the work, PDI will prepare a punch list of deficiencies and follow up to assure timely completion.

### EXCEPTIONS / DEVIATIONS

#### Standard Contract Compliance

PDI has reviewed and understands the contract terms and the requirements outlined in the City's Professional Services Agreement document. PDI takes no exceptions to the terms specified therein.

#### Insurance Requirements

PDI carries full Workers Compensation Insurance and is in compliance with the state statutes and comprehensive general liability insurance, including auto and contractor liability coverage, in an amount not less than \$2 million. PDI carries professional liability insurance in an amount not less than \$2 million per claim.

### **Local Business Enterprise**

PDI is a Small Business Enterprise (SBE) and a Very Small Business Enterprise (VSBE).

PDI understands the City's commitment to small businesses and the economic benefits this program brings to the City of Brea. As a Prime Contractor, and a SBE/VSBE, all services provided by PDI will contribute 100% to the specific project goals for SBE/VSBE participation.

### **Non-Discriminatory**

PDI in compliance with the State and Federal anti-discrimination law is committed to Affirmative Action and Equal Opportunity in employment. In submitting this proposal, PDI affirms that it will not exclude or discriminate on the basis of race, nationality or ethnic origin, sex, sexual preference, age, disability or veteran status. PDI affirms that it considers and utilizes sub consultants, bidders and vendors in a manner consistent with non-discrimination objectives. In the event that any work performed by PDI is subcontracted to another person or firm, the subcontractors shall comply with similar provisions.

**FEE PROPOSAL**

**Schedule Of Hourly Rates**

The following quotation of "Standard Hourly Rates" reflect PDI's standard rates applicable to all staff proposed to work on City of Brea projects, by classification. These rates and pricing shall not increase for the term of the agreement (June 30, 2016).

	<u>PDI Office</u>
President	\$210
Principal-in-Charge	\$180
Senior Planner	\$170
Planner	\$160
Resident Architect, Engineer, Landscape Architect	\$160
Construction Manager	\$150
Field Inspector	\$130
Cost & Schedule Engineer	\$120
Graphics Assistant	\$ 90
Technical Assistant/ Word Processor/ Admin. Assistant	\$ 80
On-Site Administration	\$ 80

**Overtime-Hourly rates**

Overtime will be charged for required technical services that exceed eight (8) hours in a 24-hour period or on weekend and holidays. Overtime will be charged at one and one-half time the standard rate.

**Direct / Indirect Costs**

- Above hourly rates include all direct costs such as vehicle usage and mileage, equipment usage (including computers and cell phones), printing and copying (except for reproduction





of multiple sets of construction documents for bidding purposes or production of large color packages).

- Out-of-pocket expenses for special reprographics, aerial photos, presentation graphics, publications, overnight shipping, messenger service, project expendable materials and supplies, etc.: Cost plus 15%
- Expert Witness Testimony: Two times standard hourly rates (including depositions).
- Billing rates for independent sub-consultants, if any, will be determined on a case-by-case basis and are subject to a 10% markup.
- Costs for job-site construction management office, its equipment and furniture are not included in this estimate.
- Xerox, photocopies, and color copies: \$.15 per 8 ½ X 11 black and white copy; \$.25 per 11 X 17 black and white copy; \$1.00 per 8 ½ X 11 color copy; \$2.00 per 11 X 17 color copy.
- CD Production \$5.00 per CD.
- Passenger cars: \$.55 per mile (Mileage beyond trips to the project site, pre-approved by the City).



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- RESUMES OF KEY PERSONNEL
- STATUS OF PAST & PRESENT CONTRACTS FORM - Signed



## RESUMES

### *YEARS OF EXPERIENCE:*

26 Years

### *YEARS WITH PDI:*

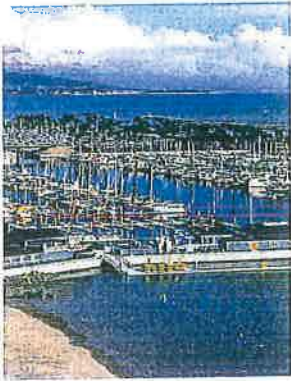
18 Years

### *EDUCATION:*

BA, Environmental Design,  
California State University,  
Fullerton

### *REGISTRATION:*

Licensed Landscape  
Architect, State of California  
License No. 4032  
Expiration Date: 8/31/14



### **JONATHAN D. CONK**

**VICE PRESIDENT**

#### **Qualifications & Responsibilities:**

Mr. Conk has an extensive background of more than 26 years in areas of project management, entitlement, consultant management, agency coordination, redevelopment, land planning, design and landscape architecture. As a Development / Project Manager for both the public and private sectors, Mr. Conk's experience includes the development of harbors and recreational facilities, redevelopment projects, mixed-use developments, business and industrial parks, golf courses, resorts, and master planned communities.

As a Vice President of Project Dimensions, Mr. Conk has specialized, over the last eighteen years, in overseeing, managing and coordinating the efforts of the many planners, architects, engineers, landscape architects, environmental consultants, designers and other specialists involved in various types of development projects and acts as the interface between the client, the design team, the jurisdictional agencies and community groups.

Prior to joining Project Dimensions, Mr. Conk spent eight years with a major Southern California landscape architecture, planning and design firm.

#### **Relevant Experience:**

##### **DANA POINT HARBOR**

Dana Point, CA – County of Orange Dana Point Harbor Department's Project Manager, overseeing the Revitalization Plan of the Harbor for both the land and waterside projects. The \$150 million dollar project includes the renovation and reconstruction of the +/- 110,000 sf of restaurant and retail commercial space, a dry stack boat storage building, holding up to 400 boats, and the reconstruction of +/- 2,400 boat slips. Mr. Conk is currently overseeing the processing of a Local Coastal Program Amendment and Coastal Development Permits through the City of Dana Point and the California Coastal Commission on behalf of the County of Orange. The Project includes an extensive Public Outreach Program to the project stakeholders including boaters, local residents, existing merchants and other harbor users.

##### **DOUGLAS PARK / PACIFICENTER**

Long Beach, CA - Douglas Park, previously known as PacifiCenter and the McDonnell Douglas Long Beach Aircraft Manufacturing Facility, is a 260-acre, mixed-use, master planned community which features over three million square feet of office, research and development and light industrial space, 400 hotel rooms and 200,000 square feet of shops, restaurants, and other retail amenities. The project also includes over 12 acres of open space / recreational amenities including parks and bike trails. Douglas Park will be home to 1,400 residential units including single-family detached homes, row houses, townhomes, condos and apartments. Mr. Conk acted as Boeing Realty's Project Manager during the master planning, design, public outreach, entitlement, demolition and infrastructure relocation phases of the project, coordinating the efforts of this very large project team and working closely with the City of Long Beach. The project included a significant Public Outreach Program to local residents, nearby businesses and the adjacent airport, in addition to on-going Boeing aircraft employees and manufacturing operations.

##### **DESERT WILLOW GOLF RESORT**

Palm Desert, CA - 550-acre golf resort community including two championship golf courses, 25,000 sf clubhouse, time-share destination resort, streetscapes, water district well sites, reclaimed water reservoir and infrastructure improvements. Mr. Conk provided executive oversight and project team direction on the Desert Willow Golf Resort project.

## RESUME

### YEARS OF EXPERIENCE:

35 Years

### YEARS WITH PDI:

11 Years

### EDUCATION:

Bachelor of Architecture,  
University of Southern  
California

Masters of Business  
Administration, University of  
Southern California

### REGISTRATION:

Architectural License No.  
9750, State of California

### AFFILIATIONS:

American Institute of  
Architects

### STEPHEN P. SANDLAND, AIA SR. PROJECT MANAGER

#### Qualifications & Responsibilities:

Mr. Sandland has more than 35 years of experience in project and construction management. He has extensive background in entitlement, design, and construction on a variety of building types including retail, hospitality, industrial, and commercial offices. During his career, Mr. Sandland has been responsible for providing project management and construction management services including project scoping, scheduling, budgeting, bidding, quality control, and oversight of contractor's work in the field. He has also provided expert witness services in the area of construction management.

Prior to joining Project Dimensions, Inc., Mr. Sandland held Project Management positions with The Irvine Company, Watson Land Company, Fluor Corporation and BSW Architects. He has been responsible for many high profile projects including the Four Seasons (now the Island) Hotel, the renovation of Fashion Island, the headquarters for Cleveland Golf, and corporate build-to-suits.

#### Key Skills:

Mr. Sandland's key skills include communications with clients, consultant/contractor coordination, site planning, permit processing, contract administration, estimating, preparation of critical path schedules, project documentation, quality assurance, and claims avoidance. Mr. Sandland is experienced with Microsoft Word, Excel, Outlook and Project computer programs.

#### Relevant Experience:

##### OC PARKS - COUNTY OF ORANGE

Orange County, CA - Mr. Sandland was the Principal-in-Charge for the County's multi-million dollar Repair and Restoration Program. The 75-project program included upgrades to ball fields and tennis courts, renovation of picnic shelters and restrooms, drainage upgrades, ADA improvements to recreational structures. Mr. Sandland was responsible for Program Management and Construction Administration including preparing scopes of work, preparing schedules, obtaining OC Parks management approvals, bidding contracts, processing payment requests, and closing out the projects.

##### DISCOVERY SCIENCE CENTER

Santa Ana, CA - As a member of the Board of Directors. Mr. Sandland led the design and construction effort on this \$15 million hands-on science center. He oversaw the selection of the architect and consultants, directing the design process, and conducting a competitive public bid to select the general contractor. Mr. Sandland negotiated the construction contract and all change orders during the 12-month construction period.

##### FOUR SEASONS HOTEL, NEWPORT BEACH (NOW THE ISLAND HOTEL)

Newport Beach, CA - As Director of Development for The Irvine Company, Mr. Sandland managed all aspects of the development of this \$75 million luxury hotel. He directed the design team, hired the general contractor and specialty contractors, directed selection and the purchasing and installation of all furniture, fixtures and equipment

##### CLEVELAND GOLF CORPORATE HEADQUARTERS

Huntington Beach, CA - Mr. Sandland served as the developer's representative for this 130,000 square foot corporate headquarters and distribution facility. He selected the architects and consultants, coordinated space programming and the building design with the executive team of Cleveland Golf to achieve their objectives. Mr. Sandland also competitively bid the project to three contractors, negotiated the terms of the construction contract and all change orders during the 10-month construction period.



## RESUME

### *YEARS OF EXPERIENCE:*

25 Years

### *YEARS WITH PDI:*

13 Years

### *EDUCATION:*

BS, Landscape Architecture,  
California State Polytechnic  
University, Pomona

### *REGISTRATION:*

Licensed Landscape  
Architect, State of California  
License No. 3535  
Expiration Date: 4/30/14

### *AFFILIATIONS:*

American Society of  
Landscape Architects;  
Member Parks & Recreation  
Society;  
SCCASLA Past Vice  
President;  
SCCASLA Executive Board



### **ROBERT E. JONES, ASLA**

**SENIOR PROJECT MANAGER**

#### **Qualifications & Responsibilities:**

*Mr. Jones has over 25 years of experience in the fields of landscape architecture, and project management and has held senior positions in leading design and planning firms. Mr. Jones has an extensive background managing project development and construction for urban and regional projects including planned communities, destination resorts and retail facilities. Mr. Jones specializes in managing recreational oriented projects including parks, trails, recreational facilities, golf courses, open space enhancement, and habitat conservation.*

#### **Relevant Experience:**

##### **CITY OF ANAHEIM, COMMUNITY SERVICES DEPARTMENT**

*Anaheim, CA – Acting as the City's representative, PDI currently provides development and construction management services for various parks and recreation projects, including the Santa Ana River Trail (SART) along the OCWD Burris Basin (Anaheim Coves); the restoration of a 130-acre native canyon and passive wilderness park (Deer Canyon); a 5.5 acre neighborhood park, including lighted ball fields, restroom facilities, infrastructure and street improvements (Ross Park); and the construction management of the golf course renovation for the Tiger Woods Foundation (Dad Miller Golf Course.)*

##### **SILVER ROCK RESORT**

*La Quinta, CA – Project management services for the La Quinta Redevelopment Agency acting as the lead consultant for the \$80 million, 525-acre four star destination resort project. This golf-oriented community includes the master planning, design and construction of the infrastructure, two championship golf courses, a 39,000 s.f. clubhouse facility, passive park and trail system, in addition to a 225 room boutique hotel, 450 room hotel/spa, conference center, and 81,00 s.f. of tourist commercial uses. PDI managed the multi-disciplinary design team and provided all coordination and permitting with the City and multi-jurisdictional agencies.*

##### **CITY OF CORONA, COMMUNITY SERVICES DEPARTMENT**

*Corona, CA – Currently retained by the City to provide "as-needed" consulting services including design, constructability review, contractor bidding and project management for various capital improvement and recreational projects. Current projects include the Santa Ana River Trail (SART through Riverside County, a 25 mile multi-use trail system connecting the counties of Orange, San Bernardino and Riverside.*

##### **DESERT WILLOW GOLF RESORT**

*Palm Desert, CA – Development and construction management services for a \$70 million, 550-acre golf resort community including two championship golf courses, 25,000-s.f. clubhouse, time-share destination resort, streetscapes, CVWD well sites, reclaimed water reservoir, and infrastructure improvements.*

##### **RIVERSIDE COUNTY REGIONAL PARK & OPEN – SPACE DISTRICT**

*Riverside, CA – Currently retained by the County of Riverside to provide "on-call" services including development management, project management and construction management services for various park developments and capital improvement.*



**YEARS OF EXPERIENCE:**

20 Years

**YEARS WITH PDI:**

8 Years

**EDUCATION:**

Bachelor of Architecture  
Ryerson University  
Toronto, Ontario



**BLAIR FICKETT**

**CONSTRUCTION PROJECT MANAGER**

**Qualifications & Responsibilities:**

Mr. Fickett is a construction Project Manager with a 20-year record of success overseeing a variety of project types for both public and private sector clients, managing construction teams, quality assurance, and project closeout. Mr. Fickett is knowledgeable in Green Book requirements. He has a proven history of on-time, on-budget and high quality project completions.

Prior to joining Project Dimensions, Inc., Mr. Fickett held Construction Manager positions with KPRS Construction Services, Koll Construction and Quinn Construction, Inc.

**Key Skills:**

Mr. Fickett's key skills include client communications, consultant and contractor coordination, bid administration, contract administration, change order management, code compliance, budget and cost controls, cost estimating, subcontractor and crew supervision, work breakdown, structure task identification, critical path schedule preparation and updates, document controls, and project commissioning and closeout. Mr. Fickett is experienced with Microsoft Word, Excel, Outlook and Project computer programs.

**Relevant Experience:**

**OC PARKS - COUNTY OF ORANGE**

Orange County, CA - Mr. Fickett was the Construction Manager responsible for directing contractors on the repair and renovation program of over 75 projects. Mr. Fickett prepared scopes of work, cost estimates, and prepared bid documents; observed work in the field, negotiated change orders, conducted final inspections and obtained OC Parks acceptance of the work.

**NAPERVILLE NORTH HIGH SCHOOL - AQUATICS CENTER**

Chicago, IL - Mr. Fickett was the Project Manager/General Superintendent for the construction of a new 50 meter pool and dive tower at Naperville North High School. Mr. Fickett has total profit/loss responsibility and directed the day-to-day activities of MEP Consultants and all subcontractors working on the project to achieve and maintain required schedules, cost estimates and quality finishes. He negotiated subcontract agreements and analyzed all potential change order requests. At the completion of the project, Mr. Fickett trained onsite school personnel regarding the operation of new pool systems and controls.

**CENTURY PLAZA HOTEL - POOL AREA RENOVATION**

Los Angeles, CA- Mr. Fickett was the Area Superintendent responsible for the new swimming pool and deck area reflecting pools during the renovation of the Century Plaza Hotel. Mr. Fickett was responsible for coordinating subcontractor work, obtaining approvals from the building department and health department and training hotel personnel on the operation of the equipment.

**ORTEGA RANCH**

San Juan Capistrano, CA - Mr. Fickett was Project manager for a 156,000 square foot office/industrial project in San Juan Capistrano. He was responsible for overseeing all the work of the contractor and specialty contractors. He coordinated all quality control including inspections by the City officials and special inspectors. He reviewed and negotiated all change order requests. Mr. Fickett also reviewed all payment applications and lien releases for accuracy prior to recommending payment. Upon completion of the construction, he was responsible for closing out the project including obtaining all final lien releases and warranty information.

## RESUME

**YEARS OF EXPERIENCE:**  
20 Years

**EDUCATION:**  
Bachelor's Degree, Social Ecology, University of California, Irvine

**AFFILIATIONS:**  
American Planning Association;  
National Trust for Historic Preservation



### **CRAIG HOFFMAN** SENIOR PROJECT MANAGER

#### **Qualifications & Responsibilities:**

Mr. Hoffman is responsible for management of all entitlement-related documentation, including preparation of CEQA compliance documents, regulatory agency permit processing coordination and project implementation monitoring / reporting.

Mr. Hoffman will bring to this project his extensive experience in the field of intergovernmental relations, regional and project planning, zoning, environmental and resource management studies and will facilitate the project approval and implementation process.

#### **Relevant Experience:**

##### **DANA POINT HARBOR REVITALIZATION**

Dana Point, CA – Mr. Hoffman is the public agency liaison / environmental coordinator for the County of Orange's revitalization project and is responsible for overseeing the preparation of multi-jurisdictional documentation, including a comprehensive Local Coastal Program Amendment, Project Coastal Development Permits, Environmental Impact Reports, inter-agency coordination and the project approval process.

##### **SHADY CREEK MEDICAL CENTER**

Irvine, CA – Responsible for management of an innovative reuse project that will convert an existing 12-acre utility corridor for overhead electrical transmission lines into a high-tech medical center complex with 150,000 square feet of medical office space and 7,500 square feet of accessory retail / restaurant uses. In addition to obtaining the necessary project approvals from the City of Irvine that included General Plan Amendment, Zone Change and Master Plan; before project implementation can occur, two sets of existing high voltage aerial transmission lines will be undergrounded through the site.

##### **HOHN PROPERTY DEVELOPMENT ASSESSMENT**

Corona, CA – Acting as an adjunct to City of Corona Redevelopment Agency staff, coordinated the completion of all preliminary site assessment studies, including a Phase I and II Targeted Brownfields Site Assessments under a Grant from the U.S. EPA; Geologic Hazard Review; Due-Diligence Geotechnical Investigation; Biological Constraints Analysis that was augmented with a Focused Western Burrowing Owl Survey; and oversight of the preparation of detailed conceptual engineering plans, including Grading, Drainage, CLOMR, Street Improvement Plans; Electrical Substation Conceptual Design Plans and construction cost estimates for project approval by the Corona Redevelopment Agency Board of Directors.

##### **NEWPORT COAST PLANNED COMMUNITY**

Newport Beach, CA – over a 14-year period, was responsible for the planning, preparation and processing of multi-jurisdictional discretionary development applications for a number of premier California residential builders and Marriott Vacation Club International. Oversaw the preparation and processing of the Irvine Coast Local Coastal Program – First Amendment (the only LCP approved by the California Coastal Commission without suggested modifications) and subsequent Second Amendment; master and individual Coastal Development Permits; Site Development Permits, Tentative Tract Maps for all the infrastructure, residential, resort, golf and recreation projects throughout the 9,500-acre planned community.

**YEARS OF EXPERIENCE:**

13 Years

**EDUCATION:**

BS, Civil Engineering, California State Polytechnic University, Pomona

**AFFILIATIONS:**

American Society of Civil Engineers

**LORENZO REA**

**PUBLIC WORKS ENGINEER**

**Qualifications & Responsibilities:**

Mr. Rea has over 13 years of experience performing professional and technical level engineering work that encompasses design, construction contracting, and construction management. Mr. Rea is experienced in the fields of public works inspections and contract administration services, and has held senior positions with the County of Orange, Construction Division and the City of Anaheim Public Works Department. Mr. Rea has extensive knowledge of theory, principals and practices of Civil Engineering. Mr. Rea has a strong background in computer applications and managing public works construction projects that include roadways, streetscapes, parks, utilities, flood control facilities, water conveyance systems, bridges, sanitary sewer and storm drainage installations.

Mr. Rea's is proficient at, and has successfully managed all aspects of Capital Improvement Projects including the administering and monitoring of project budgets and funding sources; reviewing work progress for conformance to the construction document requirements; monitoring the project schedule, reviewing and approving contractor pay applications; reviewing and negotiating change orders, attending and chairing project meetings and administering the final close-out and project turn-over.



**Relevant Experience:**

**City of Anaheim, Public Works Department**

Mr. Rea's Public Works experience includes over seven years working for the City of Anaheim's, Public Works Department in the capacity of Project Engineer. His responsibilities included performing field engineering and construction contracting for the monitoring and administering of capital improvement construction contracts, performing review of plans and specifications, the preparation of detailed financial expenditure reports for federal, state and local agencies and the administering of DBE programs.

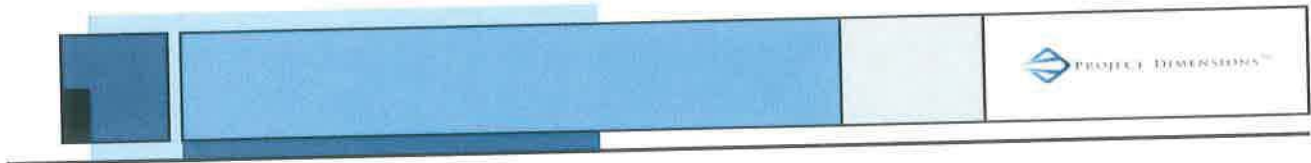
**COUNTY OF ORANGE, CONSTRUCTION DIVISION**

As an Engineering Technician with the County of Orange, Construction Division for over six years, Mr. Rea's responsibilities included inspection services for public works projects that encompassed bridges, flood control structures and grading. Mr. Rea has performed soil mechanics analysis and testing, and has initiated geotechnical investigations, including 'deep borings' for cut/fill slope design. In addition, Mr. Rea has been involved in pavement design, calculating of structural sections, and earthwork calculations. In the field Mr. Rea is experienced in performing testing and inspections for asphalt concrete, Portland Cement Concrete as well as physical and chemical materials testing.

**CITY OF ANAHEIM, EAST STREET IMPROVEMENT**

Mr. Rea was the Project Engineer for this Federally Funded (AARA) Project for the City of Anaheim, providing Public Works-Construction Services and Contract Administration. Mr. Rea was responsible for the construction contracting of East Street from Santa Ana Street to Cypress Street. The \$669,000 Street rehabilitation improved the surface conditions and restored the pavement including excavation, asphalt concrete pavement reconstruction, access ramps, curb and gutter, concrete sidewalk, and other infrastructure elements.





*Project Dimensions, Inc.*

4 PARK PLAZA, SUITE 700, IRVINE, CALIFORNIA 92614

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and WILLDAN Engineering (hereinafter referred to as “CONSULTANT”).

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to construction management and inspection services for various capital improvement and private development projects on an “as-needed (on-call)” basis (“Tasks” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City’s Planning Commission, City Council and staff to complete said Tasks.

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

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

### B. Agreement

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

(a) Tasks: Provide professional services as described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks. The CONSULTANT will provide services on an “as-needed (on-call)” basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for three-one year extensions with the total term not exceeding four (4) years.

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

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, reports, plans and documents (hereinafter collectively referred to as “documents”) including all supplemental technical documents, as described in Exhibits “A” to CITY within the time specified in Exhibit “A”. Copies of the documents shall be in such numbers as are required in Exhibit “A”. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "B" Services required hereunder. Said sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "B". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of two hundred fifty thousand dollars and zero cents (\$250,000.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Delfino R. Consunji, P.E.  
Deputy Direction of Public Works/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Chris Baca, RCI  
Deputy Director, Program and CM Services  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91749

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

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT

allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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



CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

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

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

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

CONSULTANT

Chris Bacc, Party On

Willow Engineering  
3-10-15

CITY

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

# EXHIBIT "A"



## CITY OF BREA

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PUBLIC WORKS DEPARTMENT - ENGINEERING  
DIVISION

### REQUEST FOR PROPOSALS (RFP)

Professional Consulting Services  
for  
**Construction Management  
& Inspection Services  
FY 2013-2014**

Engineering Division  
Public Works Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

#### Key RFP Dates

Issued:	March 4, 2014
Written Questions:	March 17, 2014
Proposals Due:	March 25, 2014

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**CITY OF BREA**

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PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

**REQUEST FOR PROPOSALS (RFP)**  
for  
Construction Management & Inspection Services  
for FY 2013-2014

**March 2014**

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

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department - Engineering Division**  
**City of Brea**  
**1 Civic & Cultural Center**  
**Brea, CA 92821-5732**

**no later than 2:00 P. M. on March 25, 2014.** Original and four (4) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Construction Management & Inspection Services for FY 2013-2014." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director/City Engineer**  
**Phone: 714-990-7657**  
**Email: [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**

**SECTION I**

**INSTRUCTIONS TO OFFERORS**

**SECTION I - INSTRUCTIONS TO OFFERORS**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, 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. 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 proposals.

**C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Delfino "Chino" Consunji, P.E.**  
**Deputy Director of Public Works/City Engineer**  
**Public Works Department – Engineering Division**  
**City of Brea**  
**1 Civic Center Circle, Brea, CA 92821-5732**  
**Phone: 714-990-7657, Fax: 714-990-2258**  
**Email: delfinoc@cityofbrea.net**

**D. 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 E.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 which will be posted on the City's website.

**2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., March 17, 2014.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Construction Management & Inspection Services for FY 2013-2014 RFP". 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:  
Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-990-2258.
  - (3) E-Mail: Delfino "Chino" Consunji, P.E., Deputy Director/City Engineer, e-mail address is [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net).

**3. Consultant Project Manager - Contact Information**

The requested services are for Construction Management & Inspection Services. Some projects may include Federal-aid funds, thus federal provisions including UDBE goal may apply. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **[delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net)**. This information may be made available to the DBE/UDBE organizations and companies.

**4. City Responses**

Responses from the City will be provided no later than close of business on March 20, 2014.

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to [delfinoc@cityofbrea.net](mailto:delfinoc@cityofbrea.net) with the subject title "Email notifications for Construction Management & Inspection Services RFP".

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on March 25, 2014.**

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



**2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Mr. Delfino “Chino” Consunji, P.E.,  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

**3. Identification of Proposals**

Offeror shall submit original and four (4) copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror’s name and address and clearly marked as follows:

**“Construction Management & Inspection Services for FY 2013-2014  
RFP”**

**4. Acceptance of Proposals**

- a. City reserves 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. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

**F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Mr. Delfino "Chino" Consunji, P.E.  
Deputy Director of Public Works/City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

**J. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

**K. INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt font, double 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. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Delfino "Chino" Consunji, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. 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 Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of 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 cities directly involved in this project; 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.

Offeror to:

- (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 offices; 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 Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (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 experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include 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 should 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. 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 manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (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 two [2] pages each) for the proposed Construction Manager, Inspector 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 subconsultants.
- (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 City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of 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 sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section III. The City proposes to issue a contract for a period of one (1) year with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

Information considered by 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 should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. 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. 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. 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**

City will evaluate the offers 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 Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

#### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

#### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves 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 Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2014 between the City of Brea, a Municipal Corporation (hereinafter referred to as “CITY”) and \_\_\_\_\_, (hereinafter referred to as “CONSULTANT”).

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_ (“Project” hereafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff in preparation of Project.

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

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

B. Agreement

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

(a) Project: Provide \_\_\_\_\_ described in Exhibit “A” hereto including, but not limited to, the preparation of maps, reports, and documents, the

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

presentation, both oral and in writing, of such plans, maps, reports and documents to CITY as required.

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

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, plan documents, technical reports, meetings and oral presentations regarding the adoption of project as set forth in Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

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

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with

the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum of \_\_\_\_\_ (\$0,000.00) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

totals described in Exhibits "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of \_\_\_\_\_(\$0,000.00).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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



CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

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

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

CITY REPRESENTATIVE

CONSULTANT REPRESENTATIVE

NAME

CONSULTANT NAME

1 Civic Center Circle  
Brea, CA 92821

Consultant Address  
Consultant Address

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

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

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not

allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision.

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

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

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

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

CITY OF BREA

**Construction Management & Inspection Services RFP, March 2014**

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day

CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. 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.

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

CITY OF BREA  
Construction Management & Inspection Services RFP, March 2014

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

CONSULTANT

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CITY

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City Manager



**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **I. PROPOSED SCOPE OF SERVICES**

The City of Brea has several upcoming projects (i.e. Valencia Landscape Medians, Imperial Highway Greenbelt Landscape Improvements). The City of Brea is anticipating over \$7 million in capital improvements for FY 14-15. The Capital Improvement Program (CIP) includes projects in the following categories: street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Ongoing annual projects such as slurry seal, sidewalk replacement, sewer mainline relining, and miscellaneous water improvements will continue as funding allows. The purpose of this RFP is to contract with a consultant to provide construction management and inspection services for these projects.

The consultant shall provide services as described in Chapter 16, “Administer Construction Contracts,” of the State of California Department of Transportation’s (Caltrans) Local Assistance Procedure Manual (LAPM).

More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer’s estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Package bid documents for advertising.
5. Coordinate with project architect/design consultant in responding to relevant questions during bid phase. Issue addenda as necessary to address these questions or clarifications.
6. Review and evaluate bids received and submit recommendation to award to lowest responsible bidder.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage

construction contract.

3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
7. Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.

14. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
15. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
16. Comply with federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
17. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.

Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

CITY OF BREA

Construction Management & Inspection Services RFP, March 2014

4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Provide inspection of public utilities/water construction projects. Inspect workmanship and materials involved in a variety of construction projects,

CITY OF BREA

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including pipelines, booster stations, wells, and storage reservoirs. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.

17. Observe construction safety, public safety and convenience, and report discovered problems to City.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
19. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
20. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
21. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
22. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
23. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
24. Coordinate preparation and submittal of as-built plans to City upon project completion.
25. Prepare preliminary and final punch list and follow through with contractor until completion.
26. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

Daily progress reports and applicable documents stated herein shall be submitted to the City via the internet using a web-based Virtual Project Manager (VPM) software.

**SECTION VI**

**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.

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

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: \_\_\_\_\_





City of  
**Brea**



**PROPOSAL**



MARCH 25, 2014

**Construction Management &  
Inspection Services FY 2013-2014**



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## Letter of Transmittal

March 25, 2014

Mr. Delfino "Chino" Consunji, PE  
Deputy Director of Public Works/City Engineer  
Public Works Department – Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732

**Subject: Proposal for Construction Management & Inspection Services for FY 2013-2014**

Dear Mr. Consunji:

Willdan Engineering (Willdan) has the resources, staff, and experience to provide construction management and inspection services for virtually any project the City of Brea (City) may construct. We specialize and are known for providing turnkey services throughout the western United States. Our team of professional engineers, land surveyors, planners, inspectors, consultants, and technical support staff can dedicate whatever level of resources are required to satisfy the City's project needs.

The key to our success has been through established rigorous construction management and inspection practice and procedures, maintained and supervised on a multi-level system of supervision. Both a field inspection supervisor and a construction engineer will monitor our projects to ensure conformance with the project contract and general comprehensive construction management practices. All of our employees are tried and tested in this manner within the public works arena. This naturally involves some special skills, such as community relations that is essential on local agency projects, and are a required attribute of all Willdan inspection and construction management personnel.

City of Brea  
Proposal for Construction Management & Inspection Services for FY 2013-2014  
March 25, 2014

During the evaluation period for this proposal, Willdan's primary contact will be our proposed Project Manager, **Mr. Chris Baca, RCI**, Deputy Director, Program and Construction Management Services. The following is Mr. Baca's contact information:

Chris Baca, RCI, Deputy Director, Program and Construction Management Services  
13191 Crossroads Parkway North, Suite 405, Industry, CA 91749  
562-908-6200, ext. 6296 ♦ cbaca@willdan.com

Our subconsultant, The "G" Crew, will provide additional resources for the City's on-call contract. The "G" Group is a certified UDBE and has been providing on-call inspection services for over five years.

All information submitted with this proposal is true and correct, and the proposal shall remain valid for a period of not less than 90 days from the date of submittal.

We are confident that we can successfully provide the construction management and inspection services the City of Brea is requesting. Should you have any questions regarding this proposal, please contact Mr. Baca.

Respectfully submitted,

**Willdan Engineering**



Chris Baca, RCI  
Deputy Director, Program and Construction Management Services



## Technical Proposal

### a. Qualifications, Related Experience and References

#### Willdan Company Overview

Public agency capital improvement projects are the cornerstone of Willdan Engineering's business. Founded in 1964, we have provided professional engineering and construction services, including staff augmentation, to local agencies for over 50 years and, as a result, Willdan's staff understands the importance of agency, business, and public community goals associated with public works projects.

#### Willdan's Financial Condition

Throughout our 50-year history, Willdan has sustained a consistent healthy financial performance. This is due, in part, to a respected reputation in the municipal engineering industry for providing timely, cost effective, innovative engineering solutions that exceed our client's expectations; and, for giving our client's exceptional customer service.

Over the past five years, our firm has adjusted our workforce due to the state's economic conditions, but in spite of the economic difficulties in the engineering industry, in 2013, **our firm was ranked 149th of the Top 500 Engineering Firms in the Country**, as reported by Engineering News Record.

Our firm has the financial strength, wherewithal, resources, and appropriate staffing to perform and complete all contractual project obligations for the City of Brea. There are no pending conditions that would impede Willdan's ability to complete assignments under this contract.

#### LEGAL INFORMATION

##### **Firm's Legal Name:**

**Willdan Engineering**  
*A subsidiary of the Willdan Group, Inc.*

##### **Mailing Address:**

*Headquarters*  
2401 E. Katella Avenue  
Suite 300  
Anaheim, CA 92806  
Phone 714-940-6300  
Fax 714-940-49200  
dhunt@willdan.com

*Los Angeles Area Office*  
13191 Crossroads Pkwy North  
Suite 405  
Industry, CA 91746  
Phone 562-908-6200  
Fax 562-695-220  
bpaggett@willdan.com

**Established:** 1964

**Willdan Engineering is a corporation**

## Similar Experience

Our firm is keenly aware of the City's needs and expectations in undertaking the types of projects expected under this construction management services contract. We also understand the unique aspect of working on an on-call basis contract. Success in working with this type of contract is dependent on understanding a variety of elements that may be encountered, such as:

- Short project durations and minimal lead times for assignments.
- In some cases, flexible services assignments will be used to complete project tasks already started by agency staff. The need to understand the work-to-date and coordinate completion activities is important.
- Assignment of specific Willdan staff selected by the client may be requested. Availability of our staff to the work assignment as it develops is often critical to moving that project forward.
- The need for a consistent, organized project management approach due to the potentially large numbers of projects that may be in process.
- Special attention to quality assurance and quality control is particularly important. Shorter projects may not have the numerous interim review steps often associated with a project-specific contract.
- Project assignments can be relatively small therefore efficient use of resources is critical.

In summary, Willdan is qualified to perform the work associated with the City's on-call program for the following reasons:

- Willdan has been providing California municipalities with professional engineering and construction services for almost 50 years. Our proposed team members understand the protocols and practices; there is no learning curve.
- Our ability to provide customer service and function as part of the City's management team, in terms of formulating and implementing short- and long-range capital improvement plans, programs, and projects that enhance the City's desired image and infrastructure.

- Our demonstrated experience in the planning, design, inspection, and administration of projects under various federal, state, and local programs, including Community Development Block Grant (CDBG), Transportation Enhancement Act (TEA), local transportation measures, Office of Traffic Safety (OTS), Hazard Elimination Safety (HES), HBR, ARRA, etc.
- Our experience in implementing the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and the Americans with Disabilities Act (ADA).

Willdan's comprehensive program and construction management services take projects from inception to completion. Our staff has expertise in all areas of program, project, and construction management; construction administration; inspection; labor compliance; and community relations. We emphasize strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources. We provide these services for horizontal and vertical construction.

Our professionals' experience and reputation for providing reliable service, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity are foremost in the program and construction management industry. Our staff possesses professional registrations and/or certifications in civil, structural, and geotechnical engineering and serves as building, public works, and deputy inspectors.

### **State and Federal Procedures**

Effective Construction Management is dependent on a thorough knowledge of the entire process of developing the project. With numerous completed projects and more than a dozen in progress, Willdan has assisted cities at various stages of state- and federal-funded projects – from initiating request to final invoicing. Although each program may encompass different components and requirements, the general process remains the same – following the Caltrans Local Assistance Procedures Manual (LAPM). Our staff stays apprised of revisions to procedures and forms in the LAPM through Local Programs Procedures (LPPs) and Division of Local Assistance Office Bulletins (DLA-OBs). Willdan's staff maintains productive working relationships with Caltrans' District Local Assistance staff. Willdan has assisted cities at various project stages of FTIP programming:

- Request for authorization to proceed with preliminary engineering

sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations. He is currently assigned to the County's \$1 Million Harrison & 66th St. Improvement Project. Mr. Ayala is providing project inspection services for the project.

**Mr. Timothy Scheffer** will serve as **Construction Inspector**. He has over 30 years of experience in the construction industry. He has knowledge of the installation of sewer, water, storm drain, and dry utilities – both residential and commercial. Mr. Scheffer offers knowledge of concrete – flat and underground, trench excavations, pipe bedding, asphalt, base material, soils and means of compacting, heavy equipment and their safe operation, plans, specifications, local and government laws, contracts, safety practices, the WATCH manual, NPDES, SWPPP's and OSHA requirements. He has the ability to communicate with a wide variety of people, to devise solutions of project problems in a timely manner, to see safety issues before they become a p

**Mr. D. Scott Gibson, CESSWI**, will serve as Construction Inspector. He has over 21 years of public works construction experience. Mr. Gibson has experience with inspection and construction of complex street beautification, traffic signal, and street lighting projects in various cities where his duties include quality control, quantity calculations, and project management. Mr. Gibson is well trained in public outreach and will be proactive in providing updated information to businesses affected by the project. Mr. Gibson is currently providing public works inspection and office engineering service for the County of Riverside's Highway 79 Widening Project.

*Due to page limitations, we have provided thumbnail sketches and full resumes for only those inspectors who are currently providing construction inspection services to the City of Brea. The following is a list of additional staff who are available to assist the County and whose resumes can be made available upon request.*

## Resumes

Resumes further detailing the superior qualifications and technical experience of our proposed key personnel are included in the following pages.



## Thomas A. Broz, PE, SE, FASCE

Director of Program and Construction Management

### Profile Summary

#### Education

- MS, Structural Engineering, University of Illinois
- BS, Civil Engineer, University of Notre Dame

#### Registration

- Civil Engineer, California No. 24581
- Civil Engineer, Illinois, Indiana, Iowa, Minnesota
- Structural Engineer, California No.2202
- General Contractor, Arizona and Nevada

**Mr. Broz** has over 37 years of diversified engineering and construction management experience progressing from direct design to management of design, procurement and construction of major projects. This experience has included the management of project, business development, and functional department activities with the emphasis on the design/build project delivery method. Mr. Broz's experience has included both vertical and horizontal construction and technical engineering disciplines.

Mr. Broz is the Director of Program and Construction Management Services for Willdan. He oversees all projects for which Willdan is providing program and construction management services. These services range from either complete "cradle-to-grave" services including initial project planning, management of design and construction management services, or individual project phase services as desired by the client

### Relevant Project Experience

**City of Los Angeles, California.** Principal-in-Charge providing construction management services with oversight for:

- construction of the seismic strengthening of the Fletcher Drive Bridge over the Los Angeles River
- construction of the widening of the Overland Avenue Bridge over the Santa Monica (I-10) Freeway
- construction of the seismic strengthening of the North Main Street Bridge over the Los Angeles River

**City of Upland, California.** Provided Program Management Services for the design/build of the conversion of the City's old city hall into a new state-of-the-art emergency operations center (essential services facility). This conversion entails seismic retrofits and architectural renovations while preserving the historic fabric of this historic "art-deco" City Hall. He was also involved in the design and construction of seismic retrofits and architectural restorations of the City's original fire station constructed in 1919.

**Long Beach Bulk Cement Import Terminal.** Project Manager for Lucky Cement Corporation/Mitsubishi Cement Corporation's 750,000-ton-per-year bulk cement import terminal in the Port of Long Beach. Responsible for managing Bechtel's engineering, procurement and construction management services. Project included extensive retrofit of wharf grade beam pile system along with soil stabilization program (surcharging with wick drains) of back lands.

**Kuosheng Nuclear Power Station, Units 1 and 2.** Project Manager for the retrofitting (major structural, piping, and electrical changes) of Taiwan Power Company's power generation station located north of Taipei for dynamic loads which exceeded the plant's design basis earthquake. Responsible for managing Bechtel's parallel engineering, procurement, and construction management services. This project was initiated just 18 months prior to startup of the plant and was completed with no impact on startup.

## Christopher D. Baca, RCI, CESSWI

### Deputy Director of Program and Construction Management

#### Profile Summary

##### Education

- BS, Public Administration, California State University, Fullerton
- Public Works Inspection, California State University, Los Angeles Extension
- Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars
- Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars

##### Registration

- Registered Construction Inspector, Division IV, Public Works, California No. 4161
- Registered Construction Inspector, Division I, Engineering, California No. 5161
- Certified Erosion, Sediment and Storm Water Inspector, 2957

**Mr. Baca** is responsible for directing and monitoring public works inspection services, and overseeing construction observation personnel. His experience includes construction management of large-scale projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. In addition to his experience with Community Development Block Grant (CDBG) funded projects, Mr. Baca is also familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Program Manual. During his 25 years of experience with Willdan, Mr. Baca has served as a senior public works observer, as well as a permit inspector in the Cities of Bell Gardens, Paramount, and Rosemead. Currently, Mr. Baca manages work in Los Angeles and Orange Counties. He interfaces with California Department of Transportation on a regular basis.

Prior to joining the Willdan team, Mr. Baca worked for a soils engineering firm conducting field inspections and performing laboratory testing.

#### Relevant Project Experience

**Construction Management, Inspection, and Testing Services for FY 2008-2009 Water and Sewer Capital Improvement Program, City of Pomona, California.** Project Manager. Responsibilities involved the installation of new water lines and appurtenant structures throughout the City of Pomona. Specifically, the projects will involve the installation of 8-inch to 12-inch ductile and PVC water line; fire hydrants, valves, and other appurtenant work. Willdan will provide construction management, labor compliance, geotechnical, and public works observation services for the project.

**County of Los Angeles Department of Public Works.** Project Manager. Responsible for being the primary point of contact for the County. Willdan will provide public works observation services for various publicly funded projects throughout the County of Los Angeles. The projects include the installation of new storm drains, bridge construction, asphalt paving, sidewalk replacement, sewer line construction, traffic signals, and other appurtenant work.

**On-Call Public Works Observation, City of Long Beach, California.** Project Manager. Responsible for providing public works observation services for several tracts throughout the City of Long Beach. Willdan will be responsible to check grade; installation of curb, gutter and sidewalk, asphalt overlays and other appurtenant work.

**Dillon Road Grade Separation, City of Coachella, California.** Responsible for providing project management and inspection services for the Dillon Road Grade Separation Project. The project involves the construction of a new bridge at Dillon Road and the existing UPRR tracks. The new structure carries Dillon Road traffic over Indio Boulevard and the UPRR's two existing tracks by means of a reinforced concrete bridge. In addition, the project involves the following specific items of work: new traffic signals, construction of approach fills for the new bridge, installation of new curbs and gutters, installation of new signing, construction of new drainage facilities, and other appurtenant work. It is anticipated to take approximately 14 months and \$22 million dollars to construct the new bridge.

## Thomas P. Kirk, PE

### Senior Engineer

### Profile Summary

#### Education

- BS, Civil Engineering, University of California, Los Angeles
- Specialty in Construction Engineering Civil Structures
- Graduate Study in Computer Information Systems
- Computer Programming Certificate

#### Registration

- RCE, California, No. 31843

**Mr. Kirk** is a Senior Engineer for Willdan and his responsibilities include contract administration and construction management, as well as labor compliance management for federally funded projects. He has served as resident engineer for many federally funded projects in Los Angeles and Orange Counties. He frequently performs constructability review of contract documents to ensure a solid and enforceable contract for construction. Mr. Kirk was instrumental in developing Willdan's Pavement Management System (PMS). His expertise is frequently utilized for street improvement projects, for which Mr. Kirk participates as a pavement consultant engineer. He has researched and monitored the asphalt-rubber industry towards development of state-of-the-art specifications and quality control. Additionally, he has provided other city engineering support services, such as Mello- Roos, and other assessment districts, and developer impact fee program information.

Before joining the Willdan team, Mr. Kirk served 3 years as city engineer and director of public works for the City of Sierra Madre. His duties involved full responsibility for management of the Water Department. He also served as the building official and managed a number of City building projects and public works construction projects. Prior to that, he served in design and project management capacities working for the City of Industry. During the City of Industry's period of fast growth, he coordinated private industrial tract developments in conjunction with comprehensive public works infrastructure improvements. Additionally, Mr. Kirk has held several positions with private engineering consulting firms, including private site development, structural design, and wastewater treatment.

#### Relevant Project Experience

**223rd Street Improvements, City of Carson, California.** Mr. Kirk was the phase manager for the pavement services of this project which involved the preparation of plans, specifications, and cost estimate (PS&E) for the 223rd Street Improvements, Lucerne Street to Alameda Street Project No. 1003. Services included developing a landscape master plan to create an identity for Auto Row, and preparation of plans and specifications, street widening and rehabilitation, landscape medians, signing and striping and traffic control.

**Sepulveda Boulevard Widening, City of Culver City, California.** Mr. Kirk provided pavement analysis for this project which involved project management, conceptual design, preparation of construction drawings and technical specifications for a major street widening on Sepulveda Boulevard from Playa Street/Jefferson Boulevard to Green Valley Circle. Sepulveda Boulevard is a major corridor with an average traffic count of 50,000 vehicles and parallels the 405 Freeway through Culver City. Sepulveda Boulevard is an alternative route taken by many commuters to access Los Angeles International Airport. This project was done to alleviate an existing bottle-neck and provided for a third southbound lane within the existing right-of-way. A portion of the project was within the City of Los Angeles and Caltrans. Willdan's services included civil and traffic engineering design, landscape architectural design, survey, pavement engineering, and utility coordination.

**Highway 111 Street Improvements, City of Indian Wells, California.** Mr. Kirk served as the pavement engineer. The project involved the preparation of plans, specification, and estimate (PS&E) for Highway 111 from west City limit to east City limit. Project consisted of widening Highway 111 to add one thru lane for the eastbound and westbound traffic, as well as landscape medians.

## Michael D. Bustos, PE, ENV SP

### Associate Engineer II

#### Profile Summary

##### Education

- BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo

##### Registration

- Civil Engineer, California No. 73173

**Mr. Bustos** is responsible for analysis, design and preparation of studies, plans, specifications, and estimates for projects such as booster pump stations, pipelines, potable water wells, pipeline rehabilitation, pavement rehabilitation, street improvements, and grading. Mr. Bustos has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, water resources planning, and plan checking during his ten years with the Willdan team.

#### Relevant Project Experience

**CI 4202 Construction Management, Inspection & Testing (100333 & 100575), City of Thousand Oaks, California.** Construction Manager. Mr. Bustos served as the Construction Manager for this \$3.2 million construction project, which included providing construction management, inspection and materials testing, public outreach, and contract administration services to the City of Thousand Oaks. The project included removal and replacement of failed AC pavement, full width grinding and ARHM Overlay to depth of 2" on Thousand Oaks Blvd.; grinding, cold-in-place recycling, AC Overlay and ARHM Overlay on Lawrence Drive and Teller Road; and miscellaneous PCC work for replacement of damage segments of curb and gutter, cross gutters, driveways, and installation of handicap ramps for ADA compliance. The project was funded in part by federal funds, through the STPL program, and the scope of work also included administration of the federal funding process to assist the City in securing the funds, ensure federal compliance during construction, and invoice Caltrans for reimbursement.

**On-Call Plan Check Services 2010-2013 (100340), City of Brea, California.** Plan Checker. Mr. Bustos provided plan checking services for the mechanical and civil plan sheets of the Zone 830 Reservoir and Pump Station to serve the Tonner Hills Tract Development.

**College Heights Boulevard Roadway Improvements Phase II (101374), City of Ridgecrest, California.** Resident Engineer. Mr. Bustos served as Construction Manager/Resident Engineer for this federally funded roadway reconstruction project. Willdan provided Resident Engineer, Caltrans Local Assistance liaison, and quality assurance testing services for this federally funded project to reconstruct the AC pavement roadway on College Heights Blvd between Franklin Ave and Jarvis Ave

**Drummond Avenue Street Resurfacing (ST1102) (101406), City of Ridgecrest, California.** Construction Manager/Resident Engineer. Mr. Bustos served as Construction Manager/Resident Engineer for this Proposition 1B funded construction project to rehabilitate the existing asphalt concrete pavement on Drummond Avenue between Norma Street and China Lake Blvd. Willdan provided bid support, CM, full time inspection, and quality assurance testing services.

**Joint Cities Pavement Rehabilitation Program City of Westlake Village, California.** Mr. Bustos provides construction management services to the Cities of Westlake Village and Agoura Hills for their annual pavement rehabilitation program. From 2008 to 2010, the two cities combined their annual paving projects to realize a cost savings due to economy of scale. Mr. Bustos has been responsible for managing the cities' Contractor activities and providing contract administration; including submittals, RFIs, change orders, and progress payments.

## Steven M. Velasco, CBI, CESSWI, QSP

### Senior Construction Manager

#### Profile Summary

##### Education

- B.S. Botany, California State Long Beach

##### Registration

- ICC Building Inspector
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- Qualified SWPPP Practitioner (QSP)
- Radiation Safety Officer
- Licensed Nuclear Gauge Operator
- Confined Space Regulations - Cal/OSHA Title 8
- GISO 5157, 5158, and 5159
- Licensed C-27 Contractor, California
- SureTrack Project Manager
- Primavera Expedition 10.x

**Mr. Steven Velasco** brings over 25 years of experience as a Project Manager and Construction Manager on public works inspection, contract administration, and construction management projects. He has managed a variety of projects from pavement rehabilitation to sports parks. Mr. Velasco is an ICC Certified Building Inspector, CESSWI Certified Erosion, Sediment and Storm Water Inspector, QSP and licensed landscape contractor. He also brings the added expertise of an additional 12 years working in the wholesale landscape nursery industry supplying plant material throughout the southwestern United States. Mr. Velasco has served as the key management individual for all job quality control, client relations, and staff administration

#### Relevant Project Experience

**City of Rialto Pepper Avenue Extension, Rialto, California.** Contract Project Manager, QSP and Public Works Inspector. This project extended Pepper Avenue ½ mile crossing the Lytle Creek drainage endangered species habitat to CA 210. Mr. Velasco worked closely with the Biological Monitoring firm to satisfy conditions of the CDFG and Army Corp of Engineers permits as well as the Caltrans permit. Approximately 100,000 cubic yards of import soil, four 10' by 10' reinforced box culverts and a Verdura Wall were used to span the drainage area. The project included 2814 feet of curb, gutter, sidewalk, AC paving parkway landscaping and irrigation as well as a new water line, sewer line, SCE conduits and street lighting. This project was the result of 12 years of planning and design with an overall \$15 million budget and a construction cost of \$7 million.

**Heil-Harbor Sewer Project, City of Garden Grove, California.** Construction Manager of a \$1.3 million sewer upgrade project that included the following:

- Replace 139 feet of existing 12-inch diameter sewer with a new 15-inch diameter VCP sewer with three new 48-inch manholes.
- Extend a new 12-inch diameter for 2,343 feet with ten new 48-inch manholes.
- Jack and bore 133 feet of 24-inch diameter steel casing and install 12-inch diameter non-bell VCP across Harbor Boulevard.
- Construct a new 533 foot VCP sewer and five new manholes on Harbor Boulevard with a new lateral connection with a manhole.
- Reconstruct 164 feet of 24-inch cement lined and coated steel reclaimed water pipe and 30 feet of 8-inch cement lined and coated steel water main with two gate valves.
- Abandon 2,100 feet of existing 6-inch sewer force main.

Mr. Velasco was responsible for processing RFI's and submittals, maintaining project files and logs, reviewing progress payments, managing the on-site inspector, coordination of soils testing and survey, conducting weekly construction meeting and the production of meeting minutes and agendas, cost monitoring and control and project closeout.

## Jason Brown, RCI

### Supervising Public Works Observer

#### Profile Summary

##### Education

- Public Works Inspection, Fullerton Community College

##### Registration

- Construction Inspector, California No. 5510

**Mr. Jason Brown** serves as both a Construction Manager and Supervising Public Works Observer for Willdan; his duties include the inspection and management of large-scale public works improvement projects. His experience includes the construction administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlay, conventional asphalt overlays, and street beautification projects. In addition, Mr. Brown has experience with specially funded projects, such as ISTEAs and CDBGs. During Mr. Brown's 20 years of experience with Willdan, he has served as a Permit Inspector for the Cities of Paramount, Bell Gardens, and Rosemead.

Mr. Brown's previous experience includes concrete cutting and core drilling, landscape construction and maintenance, concrete finishing, and masonry construction.

#### Relevant Project Experience

**Bradford/Madison Street Improvement, City of Placentia, California.** Supervising Public Works Observer. This project involved providing professional construction engineering and funding administration for the Bradford/Madison Street Improvement Project. Willdan provided labor compliance, construction management, and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

**2010-2011 Water Main Replacement, City of Manhattan Beach, California.** Supervising Public Works Observer. This project involved providing public works observation services for the City's 2010-11 water line installation project. The project involved the installation of approximately 7,100 LF of 10"-8" ductile iron pipe.

**Towne Avenue Phase 2, (Lexington Avenue to Riverside Drive), City of Pomona, California.** Construction Manager. This project involved providing construction management and observation for the City's street improvement project. This project included minor concrete repairs, removal and replacement of existing asphalt, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

**Street Resurfacing on Rosecrans Avenue, City of Paramount, California.** Construction Manager. This project provided construction management and observation for the City's street improvement project. This project included concrete repairs, removal and replacement of existing asphalt, concrete improvements, including ADA compliance curb ramps, cold milling, ARHM overlay, and other appurtenant items of work. Willdan also provided labor compliance and material testing. This was an ARRA funded project.

**Water Main Replacement, City of Pomona, California.** Construction Manager. Willdan provided construction management and inspection for the City's water main project on White Avenue. The project involves the installation of over 8,000 LF of 12" to 8" water main, hydrants, water services, and other appurtenant work. Willdan's duties include tracking project budgets, CCO negotiation, submittal and RFI review, daily inspection of the work, labor compliance, and utility coordination.

## Larry D. Brown, RCI

### Supervising Public Works Observer

#### Profile Summary

##### Education

- Post Certification and Continuing Education Program, San Bernardino Valley College

##### Registration

- Construction Inspector, California No. 5181
- AQMD PM-10
- Concrete Paving, Slurry Seal and Traffic Signals
- Public Works Certification California State University, Los Angeles
- Macco Trench Shoring
- Toxler Nuclear Soils Testing Equipment

**Mr. Brown** is responsible for construction administration and observation of a wide range of public works improvement projects. Mr. Brown's field experience includes drainage facilities, railroad grade crossings, highway and landscape improvements, traffic signals and signing projects, and underground utility construction, as well as commercial and residential development projects. Mr. Brown served as Public Works Observer for the Cities of Hesperia, Moreno Valley, and Temecula, and was responsible for review of plans and specifications prior to construction, to ensure compliance with city standards. He also conducted field observations of the improvements. Mr. Brown's construction administration experience includes: coordinating activities with contractors, utility companies, and other agencies; processing change orders, progress payments, and other construction documents; investigating citizen complaints, and resolving field problems; and reviewing plans, specifications, and estimates packages for compliance with city standards.

#### Relevant Project Experience

##### **City of Ridgecrest, College Heights Boulevard Re-habilitation Improvements, Ridgecrest, CA.**

Construction Inspector. Responsible for inspection of roadway improvements from Franklin Avenue to Jarvis Avenue. The project includes full-width cold milling, 5,127 tons of 3-inch asphalt overlay, ADA-compliant access ramps, AC dikes, adjustment of various utilities, signing and striping, and other appurtenant work.

**9th Street Improvements, City of Highland, California.** Supervising Public Works Observer. Willdan provided construction management and construction observation of the City of Highland's 9th Street Project. The project involved the removal and replacement of damaged asphalt, repair of existing concrete improvements, asphalt overlay and slurry seal installation. Willdan tracked quantities, provided claims mitigation, responded to RFIs, tracked submittals, and maintained the construction file.

**Roger's Lane Street Improvement, City of Highland, California.** Supervising Public Works Observer. The Roger's Lane improvements included infill asphalt paving, curb and gutter, new sidewalks, driveway relocations, adjustment of existing mailboxes, utility relocation and adjustment, crack filling, slurry seal, and other appurtenant work. Willdan provided construction management, material testing, survey and public works observation for the project.

**Dillon Road Widening, City of Coachella, California.** Mr. Brown provided project management and inspection services for the project. The project involved the complete removal and replacement of the existing roadway between the Dillon Road cutoff and the I-10 Freeway; construction of fully landscaped medians; installation of new safety lighting, and other appurtenant work. Willdan provided full construction management, public works observation, construction staking, and material testing services.

## John Crowe

Senior Public Works Observer

### Profile Summary

#### Registration

- National Institute for Certification in Engineering Technologies (NICET) 97346
- Level I Certification in Transportation Engineering Technology/Highway Construction.
- Level II Certification in the field of Construction Materials Testing Asphalt, Concrete and Soil.
- American Concrete Institute (ACI) Level I Concrete Field Technician
- Caltrans Certificate of Proficiency for Acceptance Testing for the following test methods: 125, 201, 202, 216, 227, 231, 375, 504, 518, 526, 533, 539, 540, 547 and D2922.
- Boart Longyear (CPN) Radiation Safety and Use of Nuclear Gauges
- California B-1 General Contractor's License No. 560363

**Mr. John Crowe** brings 15 years of practical experience with a strong versatile background in construction. Mr. Crowe is a licensed General Contractor and holds numerous construction certifications and is knowledgeable in all areas of roadway construction, concrete structures, drainage construction and traffic signal requirements. He has shown the ability to work well with developers, contractors, utility agencies and all involved parties on a project.

#### Relevant Project Experience

**Public Works Department Project Management, City of Irvine, California.** Senior Construction Inspector responsible for the documentation of major Capital Improvement and Assessment District project from pre-construction to final acceptance. Review plans and specifications, perform field inspections to monitor compliance with permit requirements and City Standards, prepare daily reports, review and make recommendation for approval of progress payments for contracted work and organize and maintain project documentation for final acceptance at completion and record turn over. Coordinate construction activities between City staff, outside agencies, utilities, developers and other involved parties.

**Sand Canyon Widening Project, City of Irvine, California.** Senior Construction Inspector for the \$30 million widening of 2-1/2 miles of Sand Canyon Avenue from 4 lanes to 6 lanes from Portola Parkway to the I-5 Freeway to accommodate ten new neighborhoods consisting of 25,000 housing units. The project also includes the realignment of one half mile of Sand Canyon Avenue at the intersection with Irvine Boulevard approximately 600 feet north to relieve traffic congestion at the State Highway 133 and Irvine Boulevard interchange. The Sand Canyon Avenue/Irvine Boulevard intersection is one of the largest in Orange County expanding eleven lanes at one point. This project included the construction of five new intersections, eight traffic signalized intersections, landscaped median islands, bike lanes, sidewalk, curb and gutter. This project also includes the installation of a 48-inch domestic water main as well as a reclaimed water line, storm drain, sewer and dry utilities.

**Woodbury 9-A Main Infrastructure, City of Irvine, California.** Senior Construction Inspector for the Woodbury housing development responsible for the inspection of all infrastructure improvements associated with the development. Improvements included storm drain, sewer, dry utilities, and sidewalk, curb and gutter and asphalt pavement.

**Portola Median Landscaping, City of Irvine, California.** Senior Construction Inspector for the installation of topsoil, irrigation, shrubbery, trees and sod in an existing 2-1/2 mile curbed median island.

**Portola Fire Station, City of Irvine, California.** Senior Construction Inspector for the installation of new emergency traffic signal for the Portola Fire Station.



## James Remus

Senior Public Works Observer

### Profile Summary

#### Education

- Cross Connection Control & Backflow Prevention, University of Southern California
- Cross Connection Control Program Specialist, University of Southern California
- Water Distribution, Welding. Mt. San Antonio
- Office Management, California Polytechnic University, Pomona

**Mr. James Remus** has spent over the last 19 years as a construction inspector for a variety of pipeline and construction projects and has worked closely with engineering firms, public agencies and specialists in the field of biology and archeology as related to the projects. James is knowledgeable in a variety of construction activities including heavy documentation of design/build structures. testing and trench safety. He spent 13 years as cross-connection specialist with Walnut Valley Water District.

#### Relevant Project Experience

**Recycled Water Retrofit Project, Inland Empire Utilities Agency.** Construction Manager. The contract involved converting several sites which included schools, parks, and industrial users to utilize recycled water. Duties included site evaluation, generate retrofit drawings, engineering reports, site construction inspections, cross-connection tests, reviewing pay requests from the contractor, and coordination between contractor, site owner and water purveyor.

**Recycled Water System Assistance and Customer Retrofit, City of San Diego Cross-Connection Specialist.** The project included coordination with customers and preparation of more than 50 on-site irrigation retrofit designs for Health Department approval, preparation of industrial engineering reports also for Health Department approval.

**Recycled Water System Assistance and Customer Retrofit, West Basin Water District.** Cross-Connection Specialist. This ongoing project included reviewing irrigation and dual plumbed building retrofit designs for the Health Department approval, preparation of industrial engineering reports that include site retrofit drawings, schematics, and detail figures for Health Department approval

**Recycled Water System Assistance, Irvine Ranch Water District Cross-Connection Specialist.** This ongoing project includes reviewing irrigation and dual plumbed building retrofit designs, conducting on-site cross-connection tests for the use of recycled water for irrigation and dual plumbed building uses for Health Department approval.

**Phase I Customer Connection Services, Sacramento Regional County Sanitation District Cross-Connection Specialist.** Participated in a customer conversion and connection plan that provides strategy and scheduling for the recycled water connection process.

**Reclaimed Water Distribution System, Walnut Valley Water District.** Recycled Water Operator. Maintained, operated and monitored complete reclaimed water distribution system which included programming computer operated pump station, inspecting on-site user facility code violations and coordinating water schedules for all users of reclaimed water.

## Ivan Mendoza

Senior Public Works Observer

### Profile Summary

**Mr. Mendoza** has over 39 years of construction inspection experience. Mr. Mendoza is knowledgeable in all phases of construction management, including project administration, and preparing change orders. Mr. Mendoza is proficient in dealing with public safety concerns and bringing in projects on time and within budget. Mr. Mendoza is bilingual in English and Spanish.

### Relevant Project Experience

**City of Los Angeles Department of Public Works.** ATSAC on Los Feliz and Silverlake at a cost of \$5,181,877; and Wilshire West and Mid-Wilshire at a cost of \$4,600,000.

**City of Long Beach, California.** Retrofit of 30,000 units at a cost of \$7,500,00.

**California Department of Transportation.** CCTV system route on the 405 Freeway at a cost of \$7,324,866.

**City of Culver City, California.** Smart corridor extension at a cost of \$1,100,000.

### Previous Work Experience

#### C.T. & F., Inc.

**Senior Construction Superintendent.** Supervised and managed field personnel to maximize profits. Scheduled crews, equipment, and subcontractors. Coordinated work schedules and material with prime contractors. Consulted with Estimating, Superintendents, Project Managers, Project Engineers and Field Inspectors. Submitted monthly billings; enforced safety, scheduled with Purchasing Manager and Vehicle Maintenance. Responsible for manpower loading, negotiating change orders and extra work. Attended meetings as require

**General Foreman.** Managed and supervised major construction projects from field offices. Consulted with Field Inspector, Project Engineers, Estimating and Project Managers. Scheduled all materials and field labor with Superintendent. Maintained a safe and efficient work environment for all employees. Worked extensively with the City of Los Angeles, California, Department of Transportation and the County of Los Angeles.

**Foreman and Journeyman.** Managed and installed medium sized projects in the field. Instructed and directed journeymen in the installation of traffic signal and street lighting projects. Worked directly with General Foreman and Superintendent to maximize labor.

**Technician.** Assisted journeymen and laborers in the installation of traffic signal and street lighting projects.

## Danny Ayala

### Senior Public Works Observer

#### Profile Summary

##### Registration

- Contractor, California No. C10
- Certificate of Completion in Fiber Optic Theory, AQMD
- Professional Development, Asphalt Institute

**Mr. Ayala** is responsible for the inspection of large-scale public works projects. His experience includes over 35 years of public works construction experience including: assignments in administration and inspection of subdivisions, traffic signals, storm drains, sanitary sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations. In addition, Mr. Ayala brings experience in all areas of traffic signal installation and inspection.

#### Relevant Project Experience

**On-Call Public Works Inspection, County of Riverside, California** – Mr. Ayala provided on-call inspection services to the County of Riverside from July 2003 through May 2007. The work involved the inspection of over 40 subdivisions, SWPPP review, geotechnical coordination, subgrade inspection, RCP, sewers, ARHM, conventional overlays, water mains, and other appurtenant work. In addition to Mr. Ayala's subdivision inspection, he also performed inspection for several large CIP projects and was responsible for the administration and inspection of the projects.

**On-Call Public Works Inspection, City of Long Beach, California** – Mr. Ayala provided on-call inspection services to the County of Riverside from June 2008 through October 2011. Mr. Ayala was responsible for the inspection and management of the City's \$8 Million Annual Local Street Projects, which included over 14 miles of street overlay and pcc repairs. Mr. Ayala's duties included the tracking of quantities, management of project file, and communication with design engineers, coordination with outside agencies, SWPPP review, public outreach, geotechnical coordination, and electrical inspections.

**Atlantic Boulevard Street Overlay and Landscape Improvements, City of Maywood, California.** Public Works Inspector. Responsible for the construction management and inspection of the project. The project involved ARHM overlay, landscaped medians, PCC repair, traffic signal modifications and other appurtenant work. The project was an ARRA funded project and had a construction budget of \$2.5 million.

**Slauson Street Reconstruction, City of Maywood, California.** Public Works Observer and Administrator. Willdan provided construction management, labor compliance, material testing, and public works observation services. The project involved median plant material installation, banner pole installation, existing asphalt cold milling, curb and sidewalk reconstruction, and ARHM overlay installation. Willdan monitored the contractor's payroll for conformance with applicable state and federal laws. In addition, the contractor's construction activities were monitored for compliance with the City's design.

**Jackson Street Overlay, City of Paramount, California.** Public Works Observer. This project included cold milling and paving, curb and gutter replacement, ADA-compliant ramp installation, concrete sidewalk and driveway replacement, and signing and striping.

**Street Light Conversion, City of South Gate, California.** Public Works Observer and Administrator. The project involved installation of new light standards, conversion from a high- to low-voltage system, new wiring, and installation of underground conduits.

**Mansel Traffic Signal Improvements, City of Lawndale, California.** Public Works Observer and Administrator. The project involved installation of a new traffic signal at Mansel and Marine.

## Timothy E. Scheffer

Senior Public Works Observer

### Profile Summary

#### Registration

- Class A Contractor's License

**Mr. Timothy Scheffer** has over 30 years' experience in the construction industry. He has knowledge of the installation of sewer, water, storm drain, and dry utilities – both residential and commercial. Mr. Scheffer offers knowledge of concrete – flat and underground, trench excavations, pipe bedding, asphalt, base material, soils and means of compacting, heavy equipment and their safe operation, plans, specifications, local and government laws, contracts, safety practices, the WATCH manual, NPDES, SWPPP's and OSHA requirements. He has the ability to communicate with a wide variety of people, to devise solutions of project problems in a timely manner, to see safety issues before they become a problem, to confer with manufacturers and suppliers on new materials. Mr. Scheffer keeps precise daily records and recession.

### Relevant Project Experience

**2010-2011 Water Main Replacement, City of Manhattan Beach, California.** Public Works Observer. This project involved providing public works observation services for the City's 2010-11 water line installation project. The project involved the installation of approximately 7,100 LF of 10"-8" ductile iron pipe.

**221st Storm Drain Project, City of Hawaiian Gardens, California.** Mr. Scheffer provided construction administration and construction inspection services for the project. The project involved the installation of approximately 1,700 LF of RCP, construction of several catch basins and manholes installation of new flap-gate at the channel tie-in and other appurtenant work.

**Sewer Treatment Plant, Morongo Band of Mission Indians, Cabazon, California.** Mr. Scheffer provided construction administration and inspection services for the project. The sewer treatment plant included a state-of-the-art cannibalizing system, SBR digester, sludge ponds, percolation basins and other appurtenant work. In addition to the treatment plant, the project also includes the installation of over 25,000 LF of 16" VCP sewer and approximately 33,000 LF of 12"-16" Class 150 PVC water line.

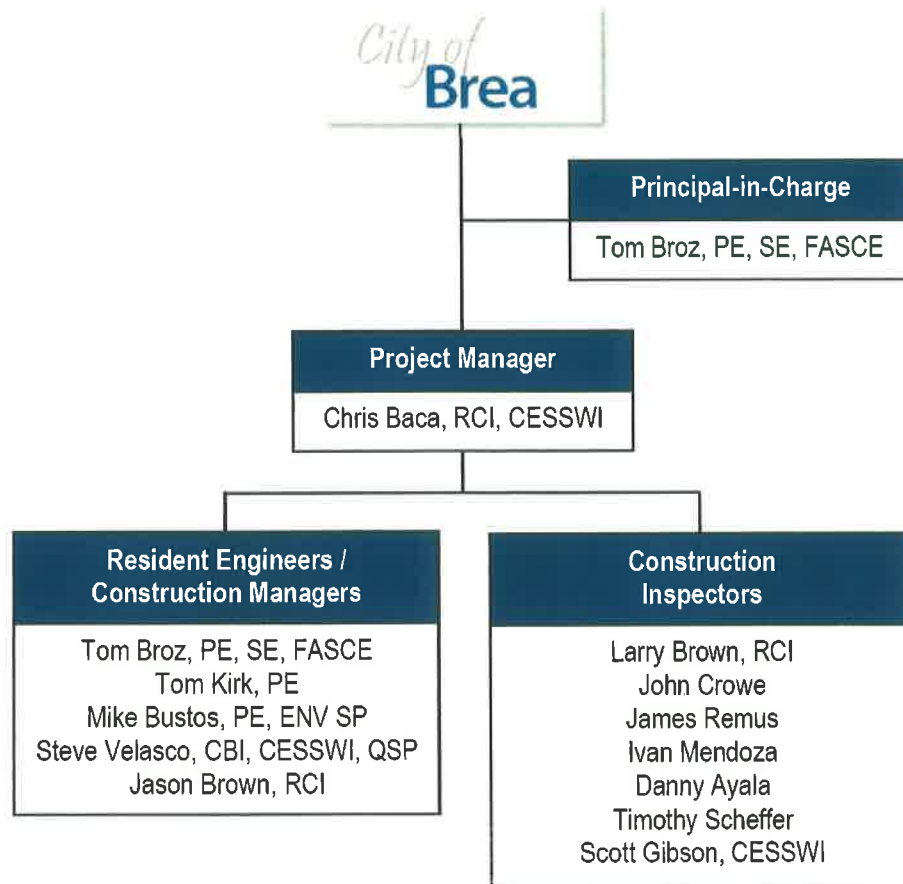
**1.6 Million Gallon Welded Steel Reservoir, Morongo Band of Mission Indians, Cabazon, California.** Mr. Scheffer provided construction administration and inspection services for the project. The welded steel reservoir measures 96 feet in diameter and is 35 feet high. The project included 8" and 16" site piping, electrical and controls, drainage, grading, landscaping, and other site improvements. It also included 4,000 LF of 16" water transmission main.

**Lakewood Boulevard Street Widening, City of Downey, California.** Mr. Scheffer provided construction administration and inspection services for the project. The project consisted of installing 322 LF of 12" DIP potable water main, 123 LF of 8" DIP reclaimed water main, 19 LF of 24" RCP to new 28' catch basin, pedestrian lights along with traffic signals, utility relocations, removal of existing curb-gutter-sidewalk, new sidewalk with enhanced scoring and integral color-stamped handicap ramps, landscaping with controls, bus stop and asphalt paving, including a two-inch ARHM cap.

**River Road Bridge, Western Riverside County Water Association District.** Mr. Scheffer provided construction inspection services for the project. The project consisted of installing hot taps and line stops on the existing 30" sewer force main and installing LF of 24" CML&C temporary sewer by pass with valves, installing LF 30" DIP sewer force main underground and through the River Road Bridge, structural steel pipe support system with top rollers and expansion joints within vaults.

## Organizational Chart

The following organizational chart illustrates the proposed relationship between the City of Brea and Willdan for this project. Our project team is structured to provide breadth and depth of resources with clear lines of communication and reporting.



## Staff Availability

We assure the City of Brea that our proposed key personnel are fully committed to this contract from beginning to end. No person designated as “key” to the project will be removed or replaced without the prior written consent of the City.

The following table identifies the key personnel, their location, proposed position, current assignments, commitment level, availability, years’ of experience, and length of time with Willdan.

Project Team						
Name	Location	Position	Current Assignment	Commitment Level	Availability	Years Experience Year w/Willdan
Mr. Thomas Broz	Anaheim	Principal-in-Charge, Resident Engineer & Construction Manager	▪ Long Beach ▪ Rialto	50%	50%, 100% beginning June 2014	37/6
Mr. Chris Baca	Industry	Project Manager	▪ Rialto ▪ Long Beach	25%	25%	26/26
Mr. Tom Kirk	Anaheim	Resident Engineer	▪ No current Assignment	0%	100%	31/11
Mr. Mike Bustos	Ventura	Resident Engineer	▪ Inglewood	25%	75%	12/12
Mr. Steve Velasco	Anaheim	Construction Manager	▪ Long Beach ▪ Rialto	50%, Project scheduled for completion 5/2014	100%	25/10
Mr. Jason Brown	Industry	Construction Inspector	▪ Rialto	100%, current project scheduled for completion 6/2014	100%	22/22
Mr. Larry Brown	San Bernardino	Construction Inspector	▪ Morongo Indian Reservation	100%	100%, beginning June 2014	28/18
Mr. John Crowe	Anaheim	Construction Inspector	▪ Anaheim	100%	100%, beginning April 2014	15/3
Mr. James Remus	Industry	Construction Inspector	▪ Long Beach Water Dept	100%	100% beginning July 2014	20/1
Mr. Ivan Mendoza	San Bernardino	Construction Inspector	▪ Riverside County	50%	50%	39/5
Mr. Danny Ayala	San Bernardino	Construction Inspector	▪ Riverside County	50%	50%	35/8
Mr. Tim Scheffer	Industry	Construction Inspector	▪ Park Water	100%	100% beginning April 2014	30/7
Mr. Scott Gibson	San Bernardino	Construction Inspector	▪ Riverside County	100%	100% beginning May 2014	21/7

engineer-of-record Inspections not only occur, but also occur at the appropriate time and do not cause any delay to the project. If requested by the City, Willdan can perform all required inspections and materials testing services.

Included as part of our team is Blackburn Consulting who would perform these deputy inspection and materials testing services. In addition to inspecting the work, Willdan will review the site for conformance with the General Contractor's safety plan and for site cleanliness. The results of these daily inspections will be documented in a report that will be prepared and submitted to the City. In addition to documenting on-going and complete work activities and needed and completed inspections, these reports will also document the number and type of personnel onsite, weather conditions, number and type of equipment onsite, visitors to the site, and any unusual or pertinent happenings. These reports will be submitted to the City weekly.

8. **Non-Conforming Work:** During the daily inspections conducted by Willdan, any work observed that does not meet the requirements of the contract drawings, specifications, or building code will be documented via a Non-Conformance Report. These Non-Conformance Reports will be given to the General Contractor and a copy provided to the City. Willdan will maintain a log of the Non-Conformance Reports. This log will document the non-conformance report number, the nature of the non-conformance, the date the report was issued, the resolution and the date of the resolution.
9. **Requests for Information:** During the course of the work, it is inevitable that the General Contractor will require clarification as to the intent or specific details on the contract drawings. In order to obtain this clarification, the General Contractor or his subcontractors will issue RFI's. Willdan will typically allow the General Contractor to utilize its own RFI form. This form will have a sequential number, an issuance date, an area for identifying/describing the required clarification/information, an area for the answer and a required date. These forms will be submitted by the General Contractor to Willdan. Willdan will forward them to the designer after reviewing the RFI for clarity and understanding. When the response to the RFI is received back from the designer, Willdan will review the response for clarity and understanding before

- forwarding it on to the General Contractor. Willdan will maintain an RFI Log. This log will document the RFI number, the nature of the RFI, the date the RFI was issued, the date it was forwarded to review, who the reviewer was, the response to the RFI, the date it was received back from the reviewer and the date it was forwarded to the General Contractor.
10. **Submittals:** The contract specifications will require the General Contractor to provide submittals consisting of technical data sheets and/or shop drawings for specific components/materials being installed. These submittals will be reviewed by the designer. At the start of the project, Willdan will request that both the General Contractor and the Designer prepare a summary list of all submittals required. This required list of submittals will then be reviewed by the General Contractor, the designer, the City and Willdan in order to reach agreement on exactly what the General Contractor needs to submit. During the course of the project, the General Contractor will submit all submittals to Willdan who will review each submittal for completeness before forwarding it to the Designer. As with RFIs, Willdan will maintain a Submittal Log. This log will document the submittal number, the nature of the submittal, the date the submittal was issued, the date it was forwarded to the reviewer, who the reviewer is, the disposition of the submittal, the date it was received back from the reviewer, and the date it was forwarded to the General Contractor.
11. **Communications:** During the course of the project, various forms of communication will occur-written, electronic (e-mail), or verbal (telephone calls). Willdan will strive to have all communications between the General Contractor and the City and any other entity flow through us. All communications will be documented (telephone calls by notes and e-mails by hard copy printouts) and filed. If desired by the City, copies of all communications will be provided to the City. If the level of communication warrants, or if the City so desires, logs of all communications will be maintained
12. **Weekly Progress Meetings:** A weekly progress meeting will be conducted with the General Contractor. Additionally, the City will be anticipated to attend each of these meetings with the Designer attending when needed. These meetings will be held at a fixed time and day of the week. The meetings will review the work completed in the past week and look ahead at the work planned for the next two weeks. All key



- issues affecting the work will be discussed. The Non-Conformance, RFI and Submittal Logs will be reviewed. Any coordination issues with the City or any other outside agency will be discussed. Detailed notes of the meetings will be taken and documented and provided to all attendees prior to the next meeting.
13. **Progress Photographs:** Digital photographs documenting all key areas of construction will be taken daily. The digital images will be stored both electronically and in hard copy.
14. **General Contractor Monthly Pay Application:** Monthly, the General Contractor will prepare its Application for Payment on either the City's standard form, Willdan's progress payment form, or the General Contractor's form as directed at the beginning of the project by the City. The application will be based on the General Contractor's claimed percentage complete for each schedule value in the Schedule of Values contained in their contract. The General Contractor will submit its monthly pay applications to Willdan. Willdan will review the application and if in disagreement with the General Contractor with the percent complete of any schedule value, will attempt to resolve the disagreement with the General Contractor. Once agreement is reached or agreement to disagree, Willdan will forward its recommendation for approval of the Application for Payment to the City.
- Additionally, Willdan will ensure that included with the Application for Payment will be Conditional Waivers and Releases of Lien Upon Progress Payment for the General Contractor and all appropriate subcontractors for that Application for Payment and Unconditional Waivers and Releases of Lien Upon Progress Payment for the General Contractor and all appropriate subcontractors for the previous Application for Payment. The submittal of these Waivers and Releases will be tracked and used as a tool to verify that the General Contractor is paying his subcontractors in a timely manner.
15. **Change Orders:** During the course of the project, it is inevitable that the General Contractor will request Change Orders to their contract. The General Contractor will prepare the Change Order Request and submit it to Willdan. At the Pre-Construction Meeting, the format of the request and the required backup will be discussed. The General Contractor will be expected to provide as detailed backup as necessary to justify the change, including a breakout of all quantities, material prices, labor hours, labor rates, overhead

17. **As-Built Drawings:** The General Contractor's contract with the City will require him to "red-line" a set of drawings in order to "as-built" them. Willdan will periodically review the General Contractor's "as-built" drawings to verify that they have "red-lined" all field changes/discrepancies.
18. **Project Close-Out:** Willdan recognizes that Project Close-out is not a simple thing. Project Close-out requires a methodical step-by-step review of all completed work and submitted documentation. Project Close-out initiates when the General Contractor indicates he is prepared to start close-out procedures. The first focus is on the work completed. Willdan, in conjunction with the Designer, the City and the General Contractor, will conduct a walk down at the "completed" site in order to establish a "punch list" and to determine if "substantial completion" has been achieved.
- Willdan will then monitor the General Contractor's progress in working off the "punch list" and achieving "substantial completion". Once the "punch list" has been completed, a final walk down with the same parties will be conducted to agree on final acceptance of the work. Willdan will coordinate with the designer and the City to obtain and file whatever Certificates of Substantial Completion are required, along with final inspection signoffs.
- Willdan will also monitor and track the General Contractor's submittal of all required maintenance manuals and warranties and coordinate their review and acceptance by the Designer. At total project completion, Willdan will obtain all required Unconditional Final Lien Waivers from the General Contractor and his subcontractors, as well as Final Labor Summary and Final Labor Certificate as part of the Review and Recommendation for Final Application for Payment.
19. **Submittal of final documents:** At the conclusion of the project, Willdan will provide all construction documents, including As-Built Plans, manuals, warranties, inspection reports, labor compliance documents, etc.

## Quality Assurance – Quality Control

Quality Assurance and Quality Control is also particularly important in an on-call program. When construction activities commence, the importance of a well-structured Quality Control Plan (QCP) is critical; involving coordination at a highly responsive level to avoid delays and added project cost.

Our QCP will be superimposed with the Caltrans Construction Manual/Local Programs Manual testing frequency tables and applied to all of the materials in the various phases of work on the construction contract. A matrix will be generated from the correlation of all these documents that summarizes in detail the testing and frequency required for every material entering the project. All members of our Willdan team will be fully aware of precisely the game plan on material testing at all points throughout the term of the project, leaving no room for error. The secondary benefit is that all of the decisions regarding testing will have been worked out before the project starts.

As the QA/QC Manager, Mr. Thomas Broz, from Willdan Engineering, will prepare the QCP for this contract and oversee that the QCP is implemented in each and every assignment. CEI activities will follow Caltrans' prescribed and preferred measures.

Our team understands the importance of strict adherence to the QA/QC process, and Willdan Engineering staff is committed to this process for all segments of a construction project, which includes materials testing, general construction inspection, bridge inspection, asphalt paving inspection, erosion and sediment control, environmental compliance, and traffic safety.

### d. Exceptions/Deviations

Willdan agrees to maintain the required insurance during the term of the proposed consultant agreement with the exception of the following item:

**Section 8: Insurance; Subsection (c)(1); Page23:** Willdan's deductible is \$250,000.

We have thoroughly reviewed the City's Professional Services Agreement, and take no exceptions. We are prepared to commence work immediately.

# Fee Proposal

Willdan has provided our current schedule of hourly rates that will be charged to perform services for the City.

## WILLDAN ENGINEERING Schedule of Hourly Rates Effective July 1, 2013 to June 30, 2014

<b>ENGINEERING</b>	<b>LANDSCAPE ARCHITECTURE</b>
Technical Aide ..... \$88.00	Assistant Landscape Architect ..... 103.00
Drafter I ..... 98.00	Associate Landscape Architect ..... 118.00
Drafter II ..... 103.00	Senior Landscape Architect ..... 129.00
Senior Drafter ..... 113.00	Principal Landscape Architect ..... 155.00
GIS Analyst I ..... 118.00	Principal Project Manager ..... 185.00
GIS Analyst II ..... 134.00	
GIS Analyst III ..... 155.00	<b>BUILDING AND SAFETY</b>
Design Engineer I ..... 118.00	Assistant Code Enforcement Officer ..... 72.00
Design Engineer II ..... 124.00	Plans Examiner Aide ..... 77.00
Designer I ..... 118.00	Assistant Construction Permit Specialist ..... 77.00
Designer II ..... 124.00	Construction Permit Specialist ..... 82.00
Senior Design Engineer I ..... 129.00	Code Enforcement Officer ..... 82.00
Senior Design Engineer II ..... 134.00	Assistant Building Inspector ..... **98.00/113.00
Senior Designer ..... 134.00	Senior Code Enforcement Officer ..... 98.00
Associate Engineer ..... 139.00	Senior Construction Permit Specialist ..... 103.00
Design Manager ..... 139.00	Supervising Construction Permit Specialist ..... 108.00
Senior Design Manager ..... 149.00	Building Inspector ..... **108.00/113.00
Senior Engineer ..... 149.00	Supervisor Code Enforcement ..... 118.00
Supervising Engineer ..... 165.00	Senior Building Inspector ..... 118.00
Program Manager ..... 185.00	Plans Examiner ..... 118.00
Project Manager ..... 185.00	Supervising Building Inspector ..... 129.00
City Engineer ..... 185.00	Senior Plans Examiner ..... 129.00
Principal Project Manager ..... 185.00	Inspector of Record ..... 144.00
Deputy Director ..... 195.00	Deputy Building Official ..... 144.00
Director ..... 195.00	Plan Check Engineer ..... 144.00
Principal Engineer ..... 215.00	Building Official ..... 155.00
	Supervising Plan Check Engineer ..... 155.00
	Principal Project Manager ..... 185.00
	Deputy Director ..... 195.00
	Director ..... 195.00
<b>CONSTRUCTION MANAGEMENT</b>	<b>PLANNING</b>
Labor Compliance Specialist ..... 98.00	Community Development Technician ..... 88.00
Labor Compliance Manager ..... 124.00	Planning Technician ..... 88.00
Utility Coordinator ..... 129.00	Assistant Planner ..... 108.00
Assistant Construction Manager ..... 124.00	Assistant Community Development Planner ..... 108.00
Construction Manager ..... 149.00	Associate Community Development Planner ..... 118.00
Senior Construction Manager ..... 160.00	Associate Planner ..... 118.00
Project Manager ..... 185.00	Senior Community Development Planner ..... 134.00
Deputy Director ..... 195.00	Senior Planner ..... 134.00
Director ..... 195.00	Principal Community Development Planner ..... 155.00
	Principal Planner ..... 155.00
	Deputy Director ..... 195.00
	Director ..... 195.00
<b>INSPECTION SERVICES</b>	<b>ADMINISTRATIVE</b>
Assistant Public Works Observer ..... **103.00/113.00	Computer Data Entry ..... 67.00
Public Works Observer ..... **103.00/113.00	Clerical ..... 67.00
Senior Public Works Observer ..... 113.00	Word Processing ..... 67.00
Supervising Public Works Observer ..... 124.00	
<b>MAPPING AND EXPERT SERVICES</b>	Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.
Survey Analyst I ..... 103.00	** Prevailing Wage Project, Use \$113.00
Survey Analyst II ..... 118.00	
Calculator I ..... 103.00	
Calculator II ..... 113.00	
Senior Calculator ..... 124.00	
Senior Survey Analyst ..... 134.00	
Supervisor - Survey & Mapping ..... 160.00	
Principal Project Manager ..... 185.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2013 thru June 30, 2014, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.

**Appendix**

**Status of Past and Present Contracts Form**

**CITY OF BREA**  
**Construction Management & Inspection Services RFP, March 2014**

**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.

<b>Project city/agency/other:</b>	Not Applicable
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

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   
 Name: Chris Baca, RCI  
 Title: Deputy Director, Program & Construction Management Services

Date March 25, 2014



# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard 9<sup>th</sup> Floor • Long Beach, CA 90802 • (562) 570-6383 • Fax (562) 570-6012

November 10, 2011

To Whom It May Concern:

For the past eight years, the City of Long Beach has contracted with Willdan Engineering for professional engineering and construction management/inspection services. In particular Willdan has provided the City with construction management and inspection services, including constructability review, contract administration, and construction inspection. Projects performed by Willdan for the City include:

- Long Beach Blvd - Del Amo to 56<sup>th</sup> St
- Atlantic - Bixby to San Antonio
- Bike Lane Project - 3<sup>rd</sup> St (Alamitos to Magnolia) Broadway (Alamitos to Magnolia)

The Willdan staff assigned to these projects has been professional, cordial, and always willing to assist City staff in the completion of the design and construction phases of work. Their customer service is outstanding. We have been able to call their staff at a moment's notice to attend meetings with staff or to work out unusual and sometimes difficult problems as they arise.

Sincerely,

Mark Christoffels  
Deputy Director of Public Works/City Engineer



City of  
**Santa Monica**®

November 2, 2011

To Whom It May Concern:

This letter is to inform you that the City of Santa Monica has contracted construction management/inspection services to Willdan Engineering for the City's Transit Priority Project. Willdan's staff, Mr. Chris Baca, Project Manager, and Mr. Victor Ayala, project inspector provided the City with professional high quality services throughout the project. Specifically, Mr. Ayala provided the City with thorough daily reports, detailed quantity sheets, periodic project photos, and quality as-built plans. Mr. Ayala kept the City fully informed and updated as to the contractor's activities. Mr. Ayala is simply one of the best inspectors I've had the privilege of working with.

I would highly recommend the services of both Mr. Chris Baca and Mr. Victor Ayala. If you have any questions, please call me at 310-458-2201 Ext. 5385

Sincerely,

Hany Demitri, P.E.  
Civil Engineer



13191 Crossroads Parkway North, Suite 405  
Industry, California 91746-3443  
T 562.908.6200 | F 562.695.2120  
[www.willdan.com](http://www.willdan.com)



**City of Brea**

**Agenda Item: 25**

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**COUNCIL COMMUNICATION**

**Date: March 17, 2015**

**To:** Honorable Mayor and City Council

**From:** City Manager

**Subject: TREASURER'S REPORT FOR THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY FOR PERIOD ENDING FEBRUARY 28, 2015**

**RECOMMENDATION**

Receive and file.

**BACKGROUND**

In July 2013, the Successor Agency to the Brea Redevelopment Agency account with Bank of New York Mellon (BNY) was officially closed due to investments being liquidated and transferred to the Successor Agency's Local Agency Investment Fund (LAIF) to meet anticipated expenditure needs. This report contains information on the investment activities for the month of February 2015.

**DISCUSSION**

As of February 28, 2015, the Successor Agency's Local Agency Investment Fund (LAIF), which is used for short term investment and functions like a savings account, had a balance of \$1,493,816.48 at February 28, 2015. The total portfolio value as of February 28, 2015 was \$1,493,816.48 as compared to \$1,493,816.48 at January 31, 2015. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

**FISCAL IMPACT**

During the month of February, the total value of the Successor Agency to the Brea

**MONTHLY TREASURER'S REPORT FOR THE SUCCESSOR AGENCY TO THE  
BREA REDEVELOPMENT AGENCY FOR PERIOD ENDING FEBRUARY 28, 2015**

Redevelopment Agency's investment portfolio remained unchanged.

Respectfully submitted,



Tim O'Donnell  
City Manager

Prepared by:



Ana Conrique  
Senior Accountant

Concurrence:



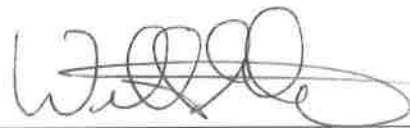
William Christensen  
Treasurer

Concurrence:



Faith E. Madrazo  
Revenue and Budget Manager

Concurrence:



William Gallardo  
Assistant City Manager/Administrative  
Services Director