



FINANCE COMMITTEE AGENDA

Tuesday, March 10, 2015

8:30 AM

Executive Conference Room, Level Three

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

MEMBERS: Council Members Cecilia Hupp and Steven Vargas

ALTERNATE: Mayor Marty Simonoff

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

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes of February 24, 2015 Meeting

[Finance Committee Minutes - February 24, 2015](#)

3. Comprehensive Annual Financial Report For The City Of Brea For Fiscal Year Ended June 30, 2014

[Staff Report](#)

[Comprehensive Annual Financial Report](#)

[Audit Communication Letter](#)

[Management Letter](#)

4. Authorization Of Professional Services Agreement With Western Audio Visual. Audiovisual Firm Services Necessary To Retrofit Civic & Cultural Center Council Chambers Audiovisual System

[Staff Report](#)

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

- 5. Professional Services Agreements For Annual On-Call Construction Management And Inspection Services For Various Capital Improvement And Private Development Projects

[Staff Report](#)

[PSA Caltrop Corp](#)

[PSA CivilSource](#)

[PSA GK & Assoc](#)

[PSA Griffin Assoc](#)

[PSA Onward Engineering](#)

[PSA Project Dimensions](#)

[PSA Willdan Engineering](#)

- 6. Bids And Contract For The Council Chamber ADA Improvements, Capital Improvement Project 7910 And Appropriate Additional Funds

[Staff Report](#)

[Resolution](#)

DISCUSSION

- 7. Schedule next meeting: March 31, 2015

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)

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



FINANCE COMMITTEE MINUTES

Tuesday, February 24, 2015

8:30 AM

Executive Conference Room, Level Three

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Cecilia Hupp, Council Member Steven Vargas, Bill Gallardo, Eric Nicoll, Chino Consunji, Kathie DeRobbio, Raul Lising, Faith Madrazo, Lee Squire, Alicia Brenner, Keri Bullock, Mario Maldonado, Lauren Staudenmaier

OTHER ATTENDEES: Bill Christensen

1. Matters from the Audience – *None*.

CONSENT

2. Amendment No. 3 to Professional Services Agreement with Project Dimensions, Inc. for Additional Construction Management Services for the Tracks at Brea (Segment 3), Project 7873 – *Recommended for Council approval.*
3. Amendment No. 3 to Professional Services Agreement with David Evans and Associates for Additional Design Work and Construction Administrative Services on the Tracks at Brea, Project 7873 – *Recommended for Council approval.*
4. Amendment No. 3 to Professional Services Agreement with Ninyo and Moore for Additional Environmental and Geotechnical Services on the Tracks at Brea, Project 7873 – *Recommended for Council approval.*
5. Schedule next meeting: March 10, 2015

Meeting adjourned: 9:03 AM

cc: Mayor Marty Simonoff
Mayor Pro Tem Christine Marick
Council Member Glenn Parker

City of Brea

Agenda Item:

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...

FISCAL IMPACT

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

Respectfully submitted,

Tim O'Donnell
City Manager

Prepared by:

Lee Squire
Financial Services Manager - Accounting

Concurrence:

William Gallardo, CCMT
Assistant City Manager/
Administrative Services Director

Return to Agenda

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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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 BRE A 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:

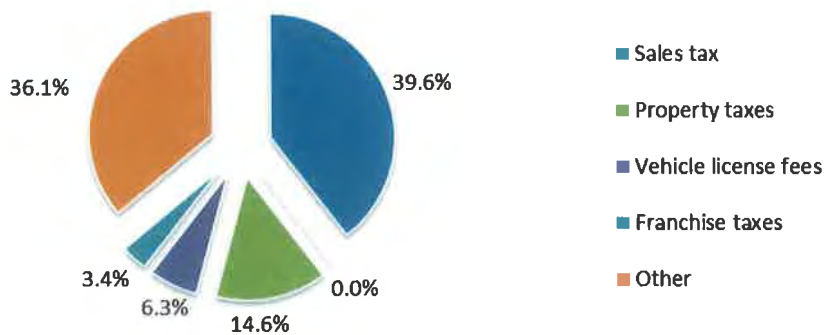
Land Use Distribution

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
Total	100%

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.

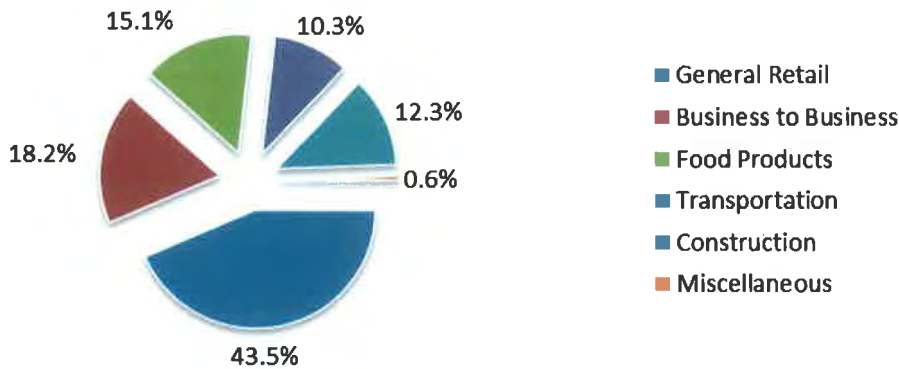
General Fund Revenues by Revenue Source Fiscal Year Ended June 30, 2014



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 31st and May 1st 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**

	Annual Revenue	Percent of Total
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 24th 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,

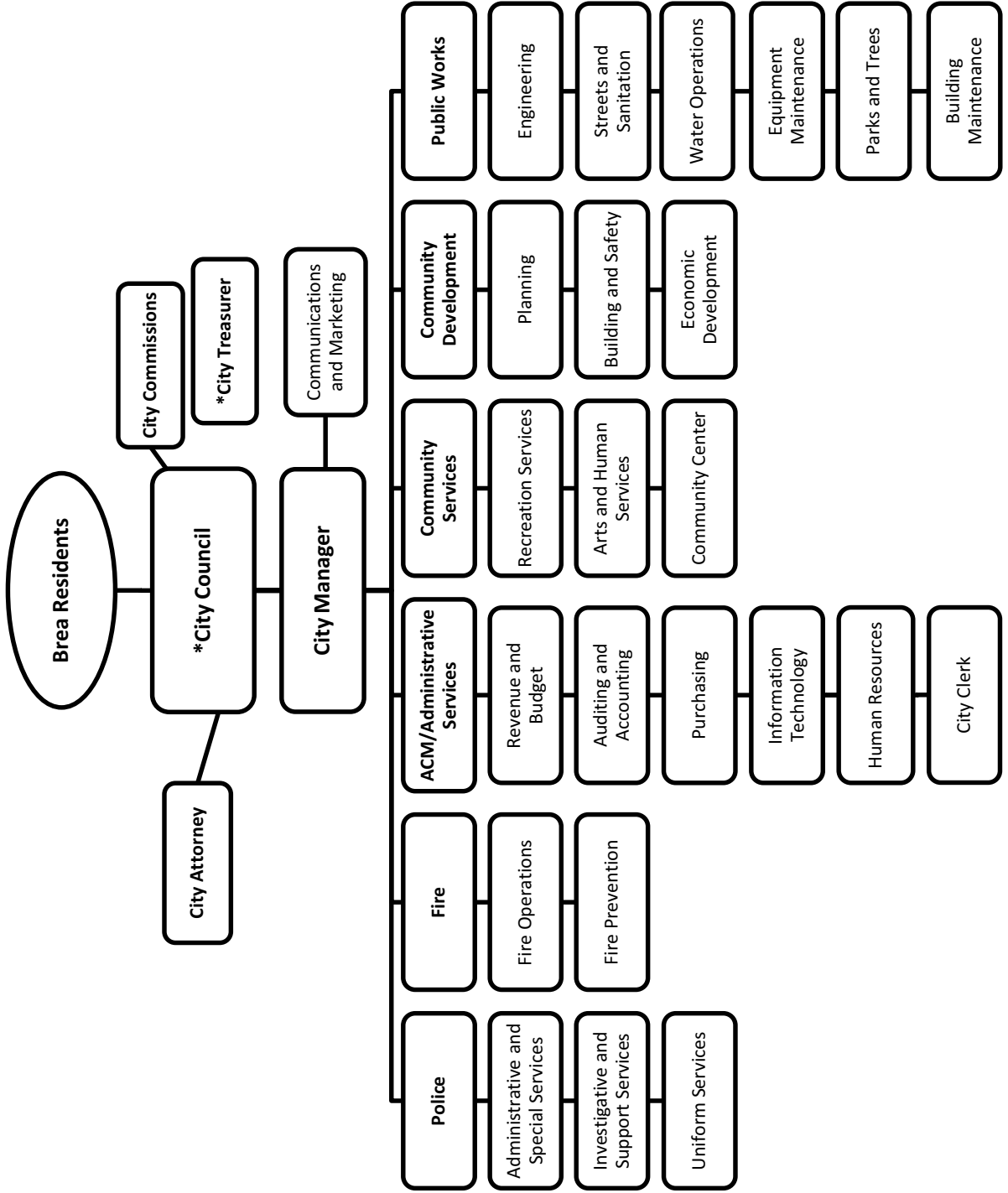


Tim O'Donnell
City Manager



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 & Lughard, 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
Total assets	268,581	273,056	95,078	89,600	363,659	362,656
Deferred charge on refunding	-	-	1,147	1,310	1,147	-
Total Deferred Outflows of Resources	-	-	1,147	1,310	1,147	-
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
Total liabilities	24,415	25,617	40,011	40,671	64,426	66,288
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
Total net position	\$ 244,166	\$ 247,439	\$ 56,214	\$ 50,240	\$ 300,380	\$ 297,679

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
Total Revenues	57,372	85,950	28,829	24,866	86,201	110,816
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
Total Expenses	61,537	62,802	21,963	20,587	83,500	83,389
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
Net position at end of year	\$ 244,166	\$ 247,439	\$ 56,214	\$ 50,240	\$ 300,380	\$ 297,679

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).

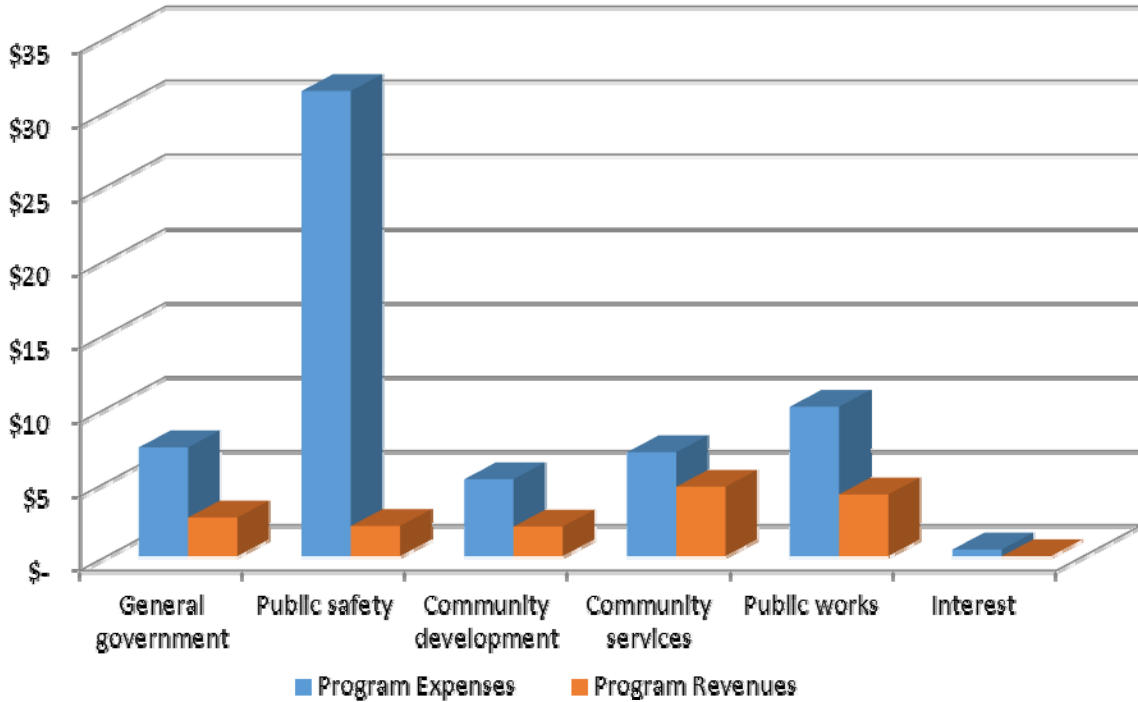
Each programs' net cost (total cost less revenues generated by the activities) is presented below. The net cost shows the extent to which the City's general taxes support each of the City's programs.

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	-	-
Totals	\$ 61,537	\$ 62,802	\$ 15,529	\$ 24,520

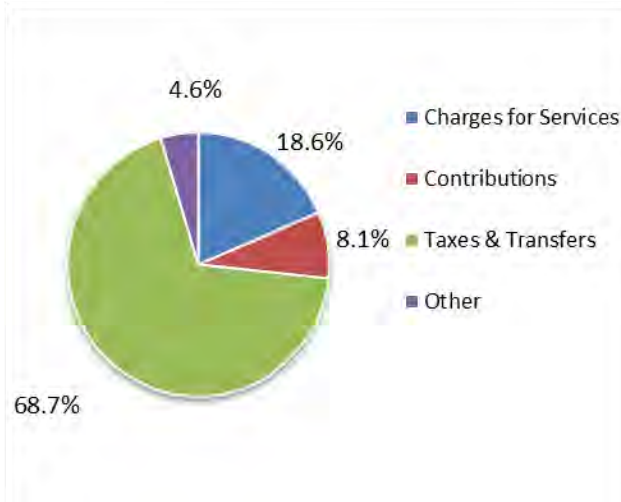
Of the \$15.5 million in program revenues that financed the Governmental Activities, 30% was utilized for Community Services, 27% was utilized for Public Works, 17% was utilized for General Government, and the remaining 26% supplemented Public Safety and Community Development.

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

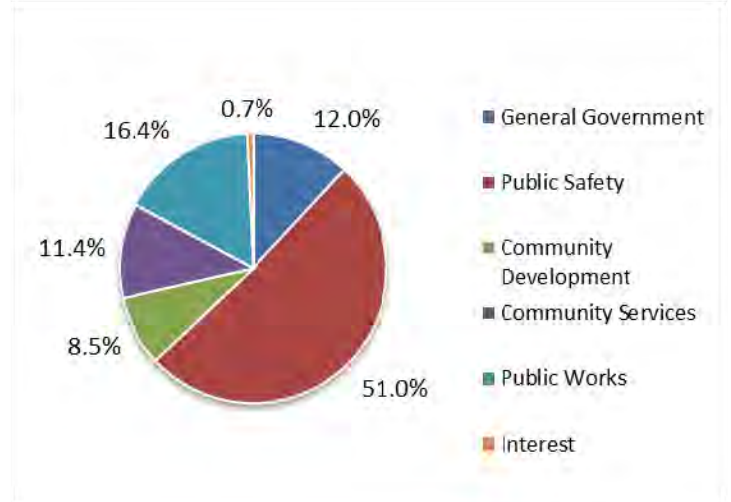


**Table 5
Governmental Activities
Fiscal Year Ended June 30, 2014**

Revenues by Source



Functional Expense



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

Revenues

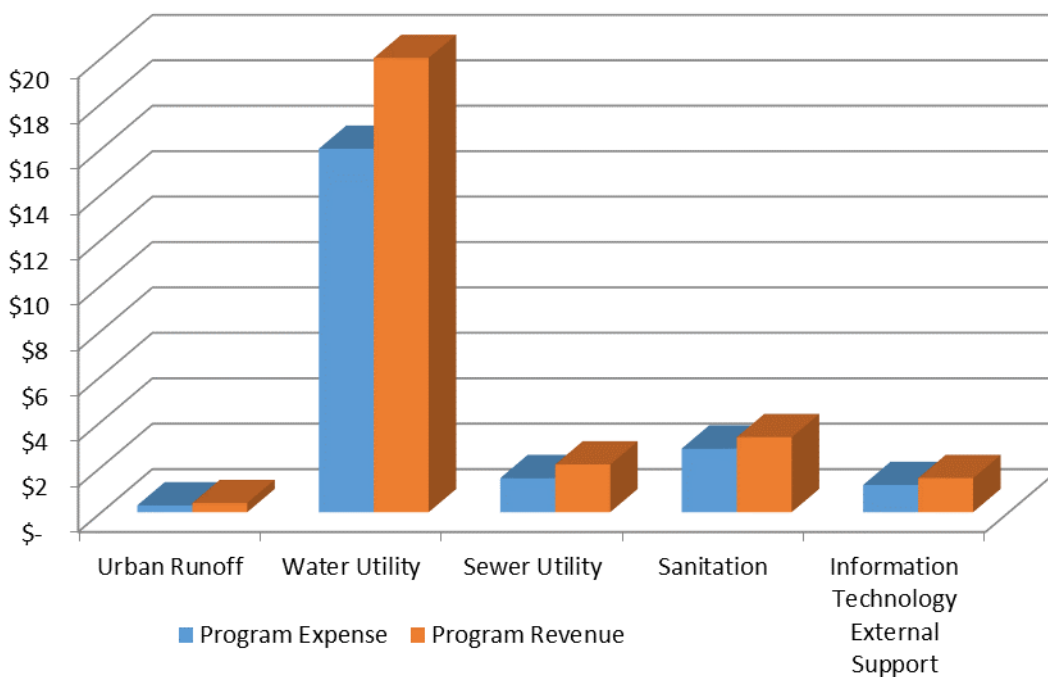
- The City's combined amount of program revenues, general revenues, extraordinary gain and transfers were \$58.3 million. This amount includes operating and capital contributions and grants of \$4.7 million and \$40 million in taxes and transfers.
- Of the \$58.3 million in total governmental revenues 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
Totals	\$ 171,680	\$ 172,451	\$ 65,329	\$ 66,418	\$ 237,009	\$ 238,869

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
Totals	\$ 6,929	\$ 7,420	\$ 35,350	\$ 36,325	\$ 42,279	\$ 43,745

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
Assets:			
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
Total Assets	268,581,446	95,077,582	363,659,028
Deferred Outflows of Resources:			
Deferred charge on refunding	-	1,146,628	1,146,628
Total Deferred Outflows of Resources	-	1,146,628	1,146,628
Liabilities:			
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
Total Liabilities	24,415,058	40,010,588	64,425,646
Net Position:			
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
Total Net Position	\$ 244,166,388	\$ 56,213,622	\$ 300,380,010

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>
Functions/Programs				
Primary Government:				
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	-	-	-
Total Governmental Activities	61,537,115	10,838,284	3,502,773	1,187,623
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	-	-
Total Business-Type Activities	21,963,413	26,120,302	11,371	1,209,000
Total Primary Government	\$ 83,500,528	\$ 36,958,586	\$ 3,514,144	\$ 2,396,623

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

Net (Expenses) Revenues and Changes in Net Position		
Primary Government		
Governmental Activities	Business-Type Activities	Total
\$ (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)
(46,008,435)	-	(46,008,435)
-	69,539	69,539
-	3,973,931	3,973,931
-	610,940	610,940
-	479,039	479,039
-	243,811	243,811
-	5,377,260	5,377,260
(46,008,435)	5,377,260	(40,631,175)
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)	-
42,735,363	596,393	43,331,756
(3,273,072)	5,973,653	2,700,581
247,439,460	50,239,969	297,679,429
\$ 244,166,388	\$ 56,213,622	\$ 300,380,010

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GOVERNMENTAL FUNDS

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>
Assets:			
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	-	-
Total Assets	<u>\$ 36,731,617</u>	<u>\$ 20,788,583</u>	<u>\$ 15,339,859</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances:			
Liabilities:			
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	-
Total Liabilities	<u>2,949,377</u>	<u>4,578</u>	<u>1,152,329</u>
Deferred Inflows of Resources:			
Unavailable revenues	1,027,357	1,834,860	806,647
Total Deferred Inflows of Resources	<u>1,027,357</u>	<u>1,834,860</u>	<u>806,647</u>
Fund Balances:			
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	-	-
Total Fund Balances	<u>32,754,883</u>	<u>18,949,145</u>	<u>13,380,883</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 36,731,617</u>	<u>\$ 20,788,583</u>	<u>\$ 15,339,859</u>

CITY OF BREA

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

	Other Governmental Funds	Total Governmental Funds
Assets:		
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
Total Assets	\$ 16,768,705	\$ 89,628,764
Liabilities, Deferred Inflows of Resources, and Fund Balances:		
Liabilities:		
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
Total Liabilities	1,875,486	5,981,770
Deferred Inflows of Resources:		
Unavailable revenues	55,836	3,724,700
Total Deferred Inflows of Resources	55,836	3,724,700
Fund Balances:		
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
Total Fund Balances	14,837,383	79,922,294
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 16,768,705	\$ 89,628,764

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CITY OF BREA

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

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>General</u>	<u>Special Revenue Fund</u>	<u>Capital Projects Fund</u>
		<u>Housing Successor</u>	<u>Capital Improvements</u>
Revenues:			
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	-
Total Revenues	50,111,290	193,748	2,912,792
Expenditures:			
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	-	-
Total Expenditures	50,477,485	2,861,188	7,443,185
Excess (Deficiency) of Revenues Over (Under) Expenditures	(366,195)	(2,667,440)	(4,530,393)
Other Financing Sources (Uses):			
Transfers in	1,534,100	-	4,356,452
Transfers out	(668,635)	-	-
Sale of capital asset	-	-	-
Total Other Financing Sources (Uses)	865,465	-	4,356,452
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
Fund Balances, End of Year	\$ 32,754,883	\$ 18,949,145	\$ 13,380,883

CITY OF BREA

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

	Other Governmental Funds	Total Governmental Funds
Revenues:		
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
	3,104,599	56,322,429
Expenditures:		
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
	881,043	61,662,901
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,223,556	(5,340,472)
Other Financing Sources (Uses):		
Transfers in	-	5,890,552
Transfers out	(4,265,614)	(4,934,249)
Sale of capital asset	7,460	7,460
	(4,258,154)	963,763
Net Change in Fund Balances	(2,034,598)	(4,376,709)
Fund Balances, Beginning of Year	16,871,981	84,299,003
Fund Balances, End of Year	\$ 14,837,383	\$ 79,922,294

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**

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
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Accrued interest for long-term liabilities. This is the net change in accrued interest for the current period.	13,191
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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
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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)
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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
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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
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Change in net position of governmental activities	<u><u>\$ (3,273,072)</u></u>
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PROPRIETARY FUNDS

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		
Assets:					
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	-
Total Current Assets	12,459,859	2,975,426	1,689,765	17,125,050	4,587,413
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
Total Noncurrent Assets	89,314,525	13,465,703	9,528	102,789,756	7,473,197
Total Assets	101,774,384	16,441,129	1,699,293	119,914,806	12,060,610
Deferred Outflows of Resources:					
Deferred charge on refunding	1,146,628	-	-	1,146,628	-
Total Deferred Outflows of Resources	1,146,628	-	-	1,146,628	-
Liabilities and Net Position:					
Liabilities:					
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
Total Current Liabilities	25,970,363	51,357	892,250	26,913,970	1,720,462
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
Total Noncurrent Liabilities	37,739,741	8,617	24,876	37,773,234	3,587,518
Total Liabilities	63,710,104	59,974	917,126	64,687,204	5,307,980
Net Position:					
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
Total Net Position	\$ 39,210,908	\$ 16,381,155	\$ 782,167	\$ 56,374,230	\$ 6,752,630
Reconciliation of Net Position to the Statement of Net Position					
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	
Net Position per Statement of Net Position				\$ 56,213,622	

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		
Operating Revenues:					
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
Total Operating Revenues	18,813,373	2,136,760	5,170,169	26,120,302	7,517,261
Operating Expenses:					
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
Total Operating Expenses	13,895,781	1,537,957	4,417,783	19,851,521	6,835,585
Operating Income (Loss)	4,917,592	598,803	752,386	6,268,781	681,676
Nonoperating Revenues (Expenses):					
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
Total Nonoperating Revenues (Expenses)	479,167	29,655	12,780	521,602	147,530
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
Net Position:					
Beginning of year	33,997,816	15,832,220	646,050	50,476,086	5,987,488
End of Fiscal Year	\$ 39,210,908	\$ 16,381,155	\$ 782,167	\$ 56,374,230	\$ 6,752,630
Reconciliation of Changes in Net Position to the Statement of Activities:					
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	
Changes in Net Position of Business-Type Activities per Statement of Activities				<u>\$ 5,973,653</u>	

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		
Cash Flows from Operating Activities:					
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)
Net Cash Provided (Used) by Operating Activities	8,700,059	996,781	728,520	10,425,360	597,104
Cash Flows from Non-Capital Financing Activities:					
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
Net Cash Provided (Used) by Non-Capital Financing Activities	19,947,910	(1,523,043)	(600,258)	17,824,609	573,392
Cash Flows from Capital and Related Financing Activities:					
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)
Net Cash Provided (Used) by Capital and Related Financing Activities	(3,581,099)	(585,866)	-	(4,166,965)	(461,287)
Cash Flows from Investing Activities:					
Purchase of other investments	(23,931,020)	-	-	(23,931,020)	-
Interest received	94,935	29,655	1,409	125,999	50,609
Net Cash Provided (Used) by Investing Activities	(23,836,085)	29,655	1,409	(23,805,021)	50,609
Net Increase (Decrease) in Cash and Cash Equivalents	1,230,785	(1,082,473)	129,671	277,983	759,818
Cash and Cash Equivalents at Beginning of Year	8,190,256	2,292,781	691,061	11,174,098	3,810,046
Cash and Cash Equivalents at End of Year	\$ 9,421,041	\$ 1,210,308	\$ 820,732	\$ 11,452,081	\$ 4,569,864
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:					
Operating income (loss)	\$ 4,917,592	\$ 598,803	\$ 752,386	\$ 6,268,781	\$ 681,676
Adjustments to reconcile operating income (loss) net cash provided (used) by operating activities:					
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
Total Adjustments	3,782,467	397,978	(23,866)	4,156,579	(84,572)
Net Cash Provided (Used) by Operating Activities	\$ 8,700,059	\$ 996,781	\$ 728,520	\$ 10,425,360	\$ 597,104
Non-Cash Investing, Capital, and Financing Activities:					
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

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>
Assets:		
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
Total Assets	<u>\$ 6,621,197</u>	<u>42,501,058</u>
Deferred Outflows of Resources:		
Deferred charge on refunding		1,716,329
Total Deferred Outflows of Resources		<u>1,716,329</u>
Liabilities:		
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
Total Liabilities	<u>\$ 6,621,197</u>	<u>195,957,212</u>
Net Position:		
Held in trust for other purposes		(151,739,825)
Total Net Position		<u>\$(151,739,825)</u>

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>
Additions:	
Taxes	\$ 18,699,064
Interest and change in fair value of investments	137,257
Rental income	153,369
Miscellaneous	<u>505,348</u>
Total Additions	<u>19,495,038</u>
Deductions:	
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>
Total Deductions	<u>10,809,946</u>
Changes in Net Position	8,685,092
Net Position:	
Beginning of the year	<u>(160,424,917)</u>
End of the Year	<u>\$ (151,739,825)</u>

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

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**

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**

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**

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**

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**

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**

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**

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**

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**

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**

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**

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.

**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**

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	1,332,000
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	\$ 8,611,503	\$ 11,000,000	\$ 1,443,520	\$ 21,055,023

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	\$ 3,644,076	\$ 36,210	\$ 3,680,286

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
Governmental Activities:					
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>
Business-Type Activities:					
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**

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**

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
Totals	\$ 36,536,399	\$ 308,344	\$ (1,233,008)	35,611,735	\$ 1,211,301
			Bond discount	(310,666)	
			Bond premium	39,390	
			Total long-term debt	\$ 35,340,459	

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**

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**

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**

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**

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**

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
Nonspendable:					
Notes and loans	\$ -	\$ 18,144,052	\$ -	\$ 68,000	\$ 18,212,052
Advances to other funds	1,096,665	-	-	-	1,096,665
Total nonspendable	1,096,665	18,144,052	-	68,000	19,308,717
Restricted:					
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
Total restricted	1,161,494	805,093	13,380,883	14,859,354	30,206,824
Committed:					
Asset replacement	8,649,210	-	-	-	8,649,210
Total committed	8,649,210	-	-	-	8,649,210
Assigned:					
Community center	800,857	-	-	-	800,857
Total assigned	800,857	-	-	-	800,857
Unassigned:					
General Fund	21,046,657	-	-	-	21,046,657
Other Governmental Funds	-	-	-	(89,971)	(89,971)
Total unassigned	21,046,657	-	-	(89,971)	20,956,686
Total	\$ 32,754,883	\$ 18,949,145	\$ 13,380,883	\$ 14,837,383	\$ 79,922,294

**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**

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**

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**

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**

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**

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**

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>\$ 9,965,583</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**

	<u>Budget Amounts</u>		<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Budgetary Fund Balance, July 1	\$32,255,613	\$ 32,255,613	\$32,255,613	\$ -
Resources (Inflows):				
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)
Amounts Available for Appropriations	82,119,677	82,565,767	83,901,003	1,335,236
Charges to Appropriations (Outflow):				
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
Total Charges to Appropriations	52,343,875	55,810,301	51,146,120	4,664,181
Budgetary Fund Balance, June 30	\$29,775,802	\$ 26,755,466	\$32,754,883	\$ 5,999,417

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
HOUSING SUCCESSOR
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$21,616,585	\$21,616,585	\$21,616,585	\$ -
Resources (Inflows):				
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)
Amounts Available for Appropriations	21,895,435	21,895,435	21,810,333	(85,102)
Charges to Appropriations (Outflow):				
Community development	266,297	2,953,122	2,861,188	91,934
Total Charges to Appropriations	266,297	2,953,122	2,861,188	91,934
Budgetary Fund Balance, June 30	\$21,629,138	\$18,942,313	\$18,949,145	\$ 6,832

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2014**

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

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

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
Assets:				
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	-
Total Assets	\$ 936,631	\$ 1,156,790	\$ 154,765	\$ 848,016
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ -	\$ 11,577	\$ -	\$ -
Accrued liabilities	-	3,820	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Advances from other funds	-	-	-	-
Total Liabilities	-	15,397	-	-
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
Fund Balances:				
Nonspendable:				
Notes and loans	-	-	-	-
Restricted for:				
Community development projects	-	-	-	848,016
Public safety	-	1,141,393	-	-
Public works	936,631	-	154,765	-
Capital projects	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	936,631	1,141,393	154,765	848,016
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 936,631	\$ 1,156,790	\$ 154,765	\$ 848,016

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
Assets:				
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	-
Total Assets	\$ 585,920	\$ 2,163,325	\$ 1,775,541	\$ 35,241
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
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	-	-	-	-
Total Liabilities	8,346	-	1,775,653	35,241
Deferred Inflows of Resources:				
Unavailable revenues	-	-	55,836	-
Total Deferred Inflows of Resources	-	-	55,836	-
Fund Balances:				
Nonspendable:				
Notes and loans	-	68,000	-	-
Restricted for:				
Community development projects	-	2,095,325	-	-
Public safety	-	-	-	-
Public works	577,574	-	-	-
Capital projects	-	-	-	-
Unassigned	-	-	(55,948)	-
Total Fund Balances	577,574	2,163,325	(55,948)	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 585,920	\$ 2,163,325	\$ 1,775,541	\$ 35,241

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
Assets:				
Cash and investments	\$ 1,774,532	\$ 7,078,400	\$ 253,475	\$ 2,187
Receivables:				
Taxes	3,882	-	-	-
Notes and loans	-	-	-	-
Due from other governments	-	-	-	-
Total Assets	\$ 1,778,414	\$ 7,078,400	\$ 253,475	\$ 2,187
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	\$ 1,924	\$ -	\$ -	\$ -
Accrued liabilities	2,715	-	-	-
Due to other governments	-	-	-	-
Due to other funds	-	-	-	-
Advances from other funds	-	-	-	36,210
Total Liabilities	4,639	-	-	36,210
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
Fund Balances:				
Nonspendable:				
Notes and loans	-	-	-	-
Restricted for:				
Community development projects	-	-	-	-
Public safety	-	-	-	-
Public works	1,773,775	-	-	-
Capital projects	-	7,078,400	253,475	-
Unassigned	-	-	-	(34,023)
Total Fund Balances	1,773,775	7,078,400	253,475	(34,023)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 1,778,414	\$ 7,078,400	\$ 253,475	\$ 2,187

CITY OF BREA

COMBINING BALANCE SHEET
 NONMAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2014

	Total Nonmajor Governmental Funds
Assets:	
Cash and investments	\$ 14,479,350
Receivables:	
Taxes	3,882
Notes and loans	1,822,946
Due from other governments	462,527
	<hr/>
Total Assets	\$ 16,768,705
	<hr/>
Liabilities, Deferred Inflows of Resources, and Fund Balances:	
Liabilities:	
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/>
Total Liabilities	1,875,486
	<hr/>
Deferred Inflows of Resources:	
Unavailable revenues	55,836
	<hr/>
Total Deferred Inflows of Resources	55,836
	<hr/>
Fund Balances:	
Nonspendable:	
Notes and loans	68,000
Restricted for:	
Community development projects	2,943,341
Public safety	1,141,393
Public works	3,442,745
Capital projects	7,331,875
Unassigned	(89,971)
	<hr/>
Total Fund Balances	14,837,383
	<hr/>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 16,768,705
	<hr/> <hr/>

CITY OF BREA

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

	Special Revenue Funds			
	Gas Tax	Narcotics Enforcement Asset Seizure	Air Quality Improvement	Park Development
Revenues:				
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	-	-
Total Revenues	1,317,707	232,016	52,598	39,454
Expenditures:				
Current:				
General government	-	-	-	-
Public safety	-	554,538	-	-
Community development	-	-	-	-
Public works	-	-	-	-
Total Expenditures	-	554,538	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,317,707	(322,522)	52,598	39,454
Other Financing Sources (Uses):				
Transfers out	(2,199,724)	-	-	-
Sale of capital assets	-	7,460	-	-
Total Other Financing Sources (Uses)	(2,199,724)	7,460	-	-
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
Fund Balances, End of Year	\$ 936,631	\$ 1,141,393	\$ 154,765	\$ 848,016

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
Revenues:				
Taxes	\$ 900,062	\$ -	\$ -	\$ -
Intergovernmental	-	-	171,513	-
Charges for services	-	-	-	-
Investment income	10,607	24,823	-	-
Fines and forfeitures	-	-	-	-
Miscellaneous	-	90,472	-	-
Total Revenues	910,669	115,295	171,513	-
Expenditures:				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Community development	-	-	116,884	-
Public works	28,161	-	-	-
Total Expenditures	28,161	-	116,884	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	882,508	115,295	54,629	-
Other Financing Sources (Uses):				
Transfers out	(1,093,709)	-	(7,170)	-
Sale of capital assets	-	-	-	-
Total Other Financing Sources (Uses)	(1,093,709)	-	(7,170)	-
Net Change in Fund Balances	(211,201)	115,295	47,459	-
Fund Balances, Beginning of Year	788,775	2,048,030	(103,407)	-
Fund Balances, End of Year	\$ 577,574	\$ 2,163,325	\$ (55,948)	\$ -

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
Revenues:				
Taxes	\$ 199,468	\$ -	\$ -	\$ 7,694
Intergovernmental	-	-	-	-
Charges for services	-	-	22,869	-
Investment income	20,616	-	11,173	48
Fines and forfeitures	-	-	-	-
Miscellaneous	3,479	-	-	-
Total Revenues	223,563	-	34,042	7,742
Expenditures:				
Current:				
General government	-	-	-	520
Public safety	-	-	-	-
Community development	-	-	-	-
Public works	180,940	-	-	-
Total Expenditures	180,940	-	-	520
Excess (Deficiency) of Revenues Over (Under) Expenditures	42,623	-	34,042	7,222
Other Financing Sources (Uses):				
Transfers out	-	(180,860)	(784,151)	-
Sale of capital assets	-	-	-	-
Total Other Financing Sources (Uses)	-	(180,860)	(784,151)	-
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)
Fund Balances, End of Year	\$ 1,773,775	\$ 7,078,400	\$ 253,475	\$ (34,023)

CITY OF BREA

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

	Total Nonmajor Governmental Funds
Revenues:	
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/>
Total Revenues	3,104,599
	<hr/>
Expenditures:	
Current:	
General government	520
Public safety	554,538
Community development	116,884
Public works	209,101
	<hr/>
Total Expenditures	881,043
	<hr/>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,223,556
	<hr/>
Other Financing Sources (Uses):	
Transfers out	(4,265,614)
Sale of capital assets	7,460
	<hr/>
Total Other Financing Sources (Uses)	(4,258,154)
	<hr/>
Net Change in Fund Balances	(2,034,598)
Fund Balances, Beginning of Year	16,871,981
	<hr/>
Fund Balances, End of Year	\$ 14,837,383
	<hr/> <hr/>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
GAS TAX
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,818,648	\$ 1,818,648	\$ 1,818,648	\$ -
Resources (Inflows):				
Intergovernmental	1,110,000	1,110,000	1,299,517	189,517
Investment income	10,000	10,000	18,190	8,190
Amounts Available for Appropriations	2,938,648	2,938,648	3,136,355	197,707
Charges to Appropriations (Outflow):				
Transfers out	2,553,500	2,771,635	2,199,724	571,911
Total Charges to Appropriations	2,553,500	2,771,635	2,199,724	571,911
Budgetary Fund Balance, June 30	\$ 385,148	\$ 167,013	\$ 936,631	\$ 769,618

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
NARCOTICS ENFORCEMENT ASSET SEIZURE
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,456,455	\$ 1,456,455	\$ 1,456,455	\$ -
Resources (Inflows):				
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
Amounts Available for Appropriations	1,755,955	1,755,955	1,695,931	(60,024)
Charges to Appropriations (Outflow):				
Public safety	475,518	640,670	554,538	86,132
Total Charges to Appropriations	475,518	640,670	554,538	86,132
Budgetary Fund Balance, June 30	\$ 1,280,437	\$ 1,115,285	\$ 1,141,393	\$ 26,108

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
AIR QUALITY IMPROVEMENT
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 102,167	\$ 102,167	\$ 102,167	\$ -
Resources (Inflows):				
Intergovernmental	44,000	44,000	51,285	7,285
Investment income	1,200	1,200	1,313	113
Amounts Available for Appropriations	147,367	147,367	154,765	7,398
Charges to Appropriations (Outflow):				
Transfers out	-	110,000	-	110,000
Total Charges to Appropriations	-	110,000	-	110,000
Budgetary Fund Balance, June 30	\$ 147,367	\$ 37,367	\$ 154,765	\$ 117,398

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
 PARK DEVELOPMENT
 YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 808,562	\$ 808,562	\$ 808,562	\$ -
Resources (Inflows):				
Charges for services	720,000	720,000	29,454	(690,546)
Investment income	5,600	5,600	10,000	4,400
Amounts Available for Appropriations	1,534,162	1,534,162	848,016	(686,146)
Budgetary Fund Balance, June 30	\$ 1,534,162	\$ 1,534,162	\$ 848,016	\$ (686,146)

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
MEASURE M
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 788,775	\$ 788,775	\$ 788,775	\$ -
Resources (Inflows):				
Taxes	665,000	665,000	900,062	235,062
Investment income	5,000	5,000	10,607	5,607
Amounts Available for Appropriations	1,458,775	1,458,775	1,699,444	240,669
Charges to Appropriations (Outflow):				
Public works	21,321	28,151	28,161	(10)
Transfers out	1,258,633	1,247,682	1,093,709	153,973
Total Charges to Appropriations	1,279,954	1,275,833	1,121,870	153,963
Budgetary Fund Balance, June 30	\$ 178,821	\$ 182,942	\$ 577,574	\$ 394,632

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
AFFORDABLE HOUSING FUND
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$2,048,030	\$ 2,048,030	\$ 2,048,030	\$ -
Resources (Inflows):				
Investment income	35,000	35,000	24,823	(10,177)
Miscellaneous	140,000	140,000	90,472	(49,528)
Amounts Available for Appropriations	2,223,030	2,223,030	2,163,325	(59,705)
Budgetary Fund Balance, June 30	\$2,223,030	\$ 2,223,030	\$ 2,163,325	\$ (59,705)

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (103,407)	\$ (103,407)	\$ (103,407)	\$ -
Resources (Inflows):				
Intergovernmental	180,000	189,143	171,513	(17,630)
Amounts Available for Appropriations	76,593	85,736	68,106	(17,630)
Charges to Appropriations (Outflow):				
Community development	180,000	180,000	116,884	63,116
Transfers out	-	9,143	7,170	1,973
Total Charges to Appropriations	180,000	189,143	124,054	65,089
Budgetary Fund Balance, June 30	\$ (103,407)	\$ (103,407)	\$ (55,948)	\$ 47,459

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
BLACKSTONE CFD
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,731,152	\$ 1,731,152	\$ 1,731,152	\$ -
Resources (Inflows):				
Taxes	216,000	216,000	199,468	(16,532)
Investment income	27,000	27,000	20,616	(6,384)
Miscellaneous	-	-	3,479	3,479
Amounts Available for Appropriations	1,974,152	1,974,152	1,954,715	(19,437)
Charges to Appropriations (Outflow):				
Public works	189,665	189,665	180,940	8,725
Total Charges to Appropriations	189,665	189,665	180,940	8,725
Budgetary Fund Balance, June 30	\$ 1,784,487	\$ 1,784,487	\$ 1,773,775	\$ (10,712)

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	\$ -
Resources (Inflows):				
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)
Amounts Available for Appropriations	32,237,484	40,628,957	20,824,068	(19,804,889)
Charges to Appropriations (Outflow):				
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
Total Charges to Appropriations	21,661,193	31,769,965	7,443,185	24,326,780
Budgetary Fund Balance, June 30	\$ 10,576,291	\$ 8,858,992	\$ 13,380,883	\$ 4,521,891

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
CAPITAL AND MITIGATION IMPROVEMENT
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	<u>\$ 7,259,260</u>	<u>\$ 7,259,260</u>	<u>\$ 7,259,260</u>	<u>\$ -</u>
Amounts Available for Appropriations	<u>7,259,260</u>	<u>7,259,260</u>	<u>7,259,260</u>	<u>-</u>
Charges to Appropriations (Outflow):				
Transfers out	<u>2,025,000</u>	<u>2,170,688</u>	<u>180,860</u>	<u>1,989,828</u>
Total Charges to Appropriations	<u>2,025,000</u>	<u>2,170,688</u>	<u>180,860</u>	<u>1,989,828</u>
Budgetary Fund Balance, June 30	<u>\$ 5,234,260</u>	<u>\$ 5,088,572</u>	<u>\$ 7,078,400</u>	<u>\$ 1,989,828</u>

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
STORM DRAIN
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$1,003,584	\$ 1,003,584	\$ 1,003,584	\$ -
Resources (Inflows):				
Charges for services	-	-	22,869	22,869
Investment income	16,000	16,000	11,173	(4,827)
Amounts Available for Appropriations	1,019,584	1,019,584	1,037,626	18,042
Charges to Appropriations (Outflow):				
Public works	10,000	10,000	-	10,000
Transfers out	875,000	1,004,193	784,151	220,042
Total Charges to Appropriations	885,000	1,014,193	784,151	230,042
Budgetary Fund Balance, June 30	\$ 134,584	\$ 5,391	\$ 253,475	\$ 248,084

CITY OF BREA

**BUDGETARY COMPARISON SCHEDULE
MIDBURY
YEAR ENDED JUNE 30, 2014**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (41,245)	\$ (41,245)	\$ (41,245)	\$ -
Resources (Inflows):				
Taxes	7,328	7,328	7,694	366
Investment income	100	100	48	(52)
Amounts Available for Appropriations	(33,817)	(33,817)	(33,503)	314
Charges to Appropriations (Outflow):				
General government	500	500	520	(20)
Total Charges to Appropriations	500	500	520	(20)
Budgetary Fund Balance, June 30	\$ (34,317)	\$ (34,317)	\$ (34,023)	\$ 294

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NON-MAJOR PROPRIETARY FUNDS

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
Assets:				
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
Total Current Assets	561,727	586,972	541,066	1,689,765
Noncurrent:				
Capital assets - net of accumulated depreciation	5,078	-	4,450	9,528
Total Noncurrent Assets	5,078	-	4,450	9,528
Total Assets	\$ 566,805	\$ 586,972	\$ 545,516	\$ 1,699,293
Liabilities and Net Position:				
Liabilities:				
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
Total Current Liabilities	3,423	799,416	89,411	892,250
Noncurrent:				
Accrued compensated absences, due in more than one year	-	3,603	21,273	24,876
Total Noncurrent Liabilities	-	3,603	21,273	24,876
Total Liabilities	3,423	803,019	110,684	917,126
Net Position:				
Investment in capital assets	5,078	-	4,450	9,528
Unrestricted	558,304	(216,047)	430,382	772,639
Total Net Position	563,382	(216,047)	434,832	782,167
Total Liabilities and Net Position	\$ 566,805	\$ 586,972	\$ 545,516	\$ 1,699,293

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>
Operating Revenues:				
Charges for services	\$ 364,166	\$ 3,216,794	\$ 1,472,730	\$ 5,053,690
Miscellaneous	16,090	100,389	-	116,479
Total Operating Revenues	380,256	3,317,183	1,472,730	5,170,169
Operating Expenses:				
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
Total Operating Expenses	311,380	2,863,320	1,243,083	4,417,783
Operating Income (Loss)	68,876	453,863	229,647	752,386
Nonoperating Revenues (Expenses):				
Intergovernmental	-	11,371	-	11,371
Interest revenue	5,788	(7,267)	2,888	1,409
Total Nonoperating Revenues (Expenses)	5,788	4,104	2,888	12,780
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
Net Position:				
Beginning of Year	497,767	(204,014)	352,297	646,050
End of Fiscal Year	\$ 563,382	\$ (216,047)	\$ 434,832	\$ 782,167

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>
Cash Flows from Operating Activities:				
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)
Net Cash Provided (Used) by Operating Activities	64,430	448,347	215,743	728,520
Cash Flows from Non-Capital Financing Activities:				
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
Net Cash Provided (Used) by Non-Capital Financing Activities	(9,049)	(441,209)	(150,000)	(600,258)
Cash Flows from Investing Activities:				
Interest received	5,788	(7,267)	2,888	1,409
Net Cash Provided (Used) by Investing Activities	5,788	(7,267)	2,888	1,409
Net Increase (Decrease) in Cash and Cash Equivalents	61,169	(129)	68,631	129,671
Cash and Cash Equivalents at Beginning of Year	445,105	129	245,827	691,061
Cash and Cash Equivalents at End of Year	\$ 506,274	\$ -	\$ 314,458	\$ 820,732
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	\$ 68,876	\$ 453,863	\$ 229,647	\$ 752,386
Adjustments to reconcile operating income (loss) net cash provided (used) by operating activities:				
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)
Total Adjustments	(4,446)	(5,516)	(13,904)	(23,866)
Net Cash Provided (Used) by Operating Activities	\$ 64,430	\$ 448,347	\$ 215,743	\$ 728,520

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

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>
Assets:				
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
Total Current Assets	2,460,811	1,412,104	714,498	4,587,413
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
Total Noncurrent Assets	2,583,621	3,749,602	1,139,974	7,473,197
Total Assets	\$ 5,044,432	\$ 5,161,706	\$ 1,854,472	\$ 12,060,610
Liabilities and Net Position:				
Liabilities:				
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
Total Current Liabilities	1,216,634	103,724	400,104	1,720,462
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
Total Noncurrent Liabilities	3,084,288	8,598	494,632	3,587,518
Total Liabilities	4,300,922	112,322	894,736	5,307,980
Net Position:				
Net investment in capital assets	-	3,749,602	510,565	4,260,167
Unrestricted	743,510	1,299,782	449,171	2,492,463
Total Net Position	743,510	5,049,384	959,736	6,752,630
Total Liabilities and Net Position	\$ 5,044,432	\$ 5,161,706	\$ 1,854,472	\$ 12,060,610

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>
Operating Revenues:				
Charge for services	\$ 2,882,256	\$ 2,261,170	\$ 2,246,808	\$ 7,390,234
Miscellaneous	59,708	67,319	-	127,027
Total Operating Revenues	<u>2,941,964</u>	<u>2,328,489</u>	<u>2,246,808</u>	<u>7,517,261</u>
Operating Expenses:				
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
Total Operating Expenses	<u>2,173,507</u>	<u>2,198,373</u>	<u>2,463,705</u>	<u>6,835,585</u>
Operating Income (Loss)	<u>768,457</u>	<u>130,116</u>	<u>(216,897)</u>	<u>681,676</u>
Nonoperating Revenues (Expenses):				
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
Total Nonoperating Revenues (Expenses)	<u>30,891</u>	<u>72,821</u>	<u>43,818</u>	<u>147,530</u>
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
Net Position:				
Beginning of Year	<u>204,162</u>	<u>4,902,511</u>	<u>880,815</u>	<u>5,987,488</u>
End of Fiscal Year	<u>\$ 743,510</u>	<u>\$ 5,049,384</u>	<u>\$ 959,736</u>	<u>\$ 6,752,630</u>

CITY OF BREA

**COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED JUNE 30, 2014**

	Risk Management	Vehicle Maintenance	Building Occupancy	Total
Cash Flows from Operating Activities:				
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)
Net Cash Provided (Used) by Operating Activities	111,043	445,826	40,235	597,104
Cash Flows from Non-Capital Financing Activities:				
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
Net Cash Provided (Used) by Non-Capital Financing Activities	308,166	(56,064)	321,290	573,392
Cash Flows from Capital and Related Financing Activities:				
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)
Net Cash Provided (Used) by Capital and Related Financing Activities	-	(270,999)	(190,288)	(461,287)
Cash Flows from Investing Activities:				
Interest received	30,891	13,380	6,338	50,609
Net Cash Provided (Used) by Investing Activities	30,891	13,380	6,338	50,609
Net Increase (Decrease) in Cash and Cash Equivalents	450,100	132,143	177,575	759,818
Cash and Cash Equivalents at Beginning of Year	2,008,711	1,264,412	536,923	3,810,046
Cash and Cash Equivalents at End of Year	\$ 2,458,811	\$ 1,396,555	\$ 714,498	\$ 4,569,864
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	\$ 768,457	\$ 130,116	\$ (216,897)	\$ 681,676
Adjustments to reconcile operating income (loss) net cash provided (used) by operating activities:				
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
Total Adjustments	(657,414)	315,710	257,132	(84,572)
Net Cash Provided (Used) by Operating Activities	\$ 111,043	\$ 445,826	\$ 40,235	\$ 597,104

Non-Cash Investing, Capital, and Financing Activities:

There was no non-cash investing, capital or financing activities during fiscal year 2013-2014.

FIDUCIARY FUNDS

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
Assets:				
Cash and investments	\$ -	\$ -	\$ 520,216	\$ 274,775
Receivables:				
Accounts	-	30,572	-	-
Taxes	-	-	-	-
Due from other governments	-	-	-	-
Restricted assets:				
Cash and investments with fiscal agents	-	-	-	-
Total Assets	\$ -	\$ 30,572	\$ 520,216	\$ 274,775
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	-	-	520,216	274,775
Deposits payable	-	-	-	-
Due to City of Brea	-	30,572	-	-
Due to external parties/other agencies	-	-	-	-
Total Liabilities	\$ -	\$ 30,572	\$ 520,216	\$ 274,775

CITY OF BREA

**COMBINING BALANCE SHEET
 ALL AGENCY FUNDS
 JUNE 30, 2014**

	Downtown Community Facilities District	Olinda Heights	Brea Plaza	ILJAOC	Total
Assets:					
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
Total Assets	\$ 421,229	\$ 747,550	\$ 1,172,736	\$ 3,454,119	\$ 6,621,197
Liabilities:					
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
Total Liabilities	\$ 421,229	\$ 747,550	\$ 1,172,736	\$ 3,454,119	\$ 6,621,197

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>
<u>Fairway Center</u>				
Assets:				
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	-
Total Assets	\$ 343,896	\$ 3,478,020	\$3,821,916	\$ -
Liabilities:				
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	-
Total Liabilities	\$ 343,896	\$ 1,686,746	\$2,030,642	\$ -
<u>Bexley</u>				
Assets:				
Cash and investments	\$ -	\$ 13,176	\$ 13,176	\$ -
Receivables:				
Accounts	39,317	5,378	14,123	30,572
Taxes	1,254	-	1,254	-
Total Assets	\$ 40,571	\$ 18,554	\$ 28,553	\$ 30,572
Liabilities:				
Due to City of Brea	\$ 40,153	\$ 3,585	\$ 13,166	\$ 30,572
Due to external parties/other agencies	418	-	418	-
Total Liabilities	\$ 40,571	\$ 3,585	\$ 13,584	\$ 30,572
<u>Hillside Open Space Education Coalition</u>				
Assets:				
Cash and investments	\$ 513,885	\$ 6,331	\$ -	\$ 520,216
Total Assets	\$ 513,885	\$ 6,331	\$ -	\$ 520,216
Liabilities:				
Accrued liabilities	\$ 513,885	\$ 6,331	\$ -	\$ 520,216
Total Liabilities	\$ 513,885	\$ 6,331	\$ -	\$ 520,216
<u>Imperial Center East</u>				
Assets:				
Cash and investments	\$ 274,158	\$ 164,127	\$ 163,510	\$ 274,775
Total Assets	\$ 274,158	\$ 164,127	\$ 163,510	\$ 274,775
Liabilities:				
Accrued liabilities	\$ 274,158	\$ 164,127	\$ 163,510	\$ 274,775
Total Liabilities	\$ 274,158	\$ 164,127	\$ 163,510	\$ 274,775

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>
<u>Downtown Community Facilities District</u>				
Assets:				
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
Total Assets	\$ 479,992	\$ 2,210,429	\$2,269,192	\$ 421,229
Liabilities:				
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
Total Liabilities	\$ 479,992	\$ 1,973,503	\$2,032,266	\$ 421,229
<u>Olinda Heights</u>				
Assets:				
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
Total Assets	\$ 745,529	\$ 946,240	\$ 944,219	\$ 747,550
Liabilities:				
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
Total Liabilities	\$ 745,529	\$ 513,138	\$ 511,117	\$ 747,550
<u>Brea Plaza</u>				
Assets:				
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
Total Assets	\$ 1,179,341	\$ 1,252,688	\$1,259,293	\$ 1,172,736
Liabilities:				
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
Total Liabilities	\$ 1,179,341	\$ 657,966	\$ 664,571	\$ 1,172,736

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>
<u>ILJAO</u>				
Assets:				
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
Total Assets	<u>\$ 2,272,127</u>	<u>\$ 2,160,350</u>	<u>\$ 978,358</u>	<u>\$ 3,454,119</u>
Liabilities:				
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
Total Liabilities	<u>\$ 2,272,127</u>	<u>\$ 2,701,659</u>	<u>\$1,519,667</u>	<u>\$ 3,454,119</u>
<u>Totals - All Agency Funds</u>				
Assets:				
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
Total Assets	<u>\$ 5,849,499</u>	<u>\$10,236,739</u>	<u>\$9,465,041</u>	<u>\$ 6,621,197</u>
Liabilities:				
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
Total Liabilities	<u>\$ 5,849,499</u>	<u>\$ 7,707,055</u>	<u>\$6,935,357</u>	<u>\$ 6,621,197</u>

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.

Contents	Page
Financial Trends <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
Revenue Capacity <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
Debt Capacity <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
Demographic and Economic Information <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
Operating Information <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
Governmental Activities									
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
Business-type Activities									
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
Primary Government									
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
Expenses:									
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
Business-type activities:									
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
Program Revenues:									
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
Business-type activities:									
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

Net (Expense)/Revenue:															
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 ^{1,2}	-	-	-	-	-	-	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>						

¹During 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.

²During 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 ¹	Fiscal Year 2011-12 ²	Fiscal Year 2012-13 ³	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.

¹ During the fiscal year ended June 30, 2011, the City adopted GASB Statement 54 which established new categories for fund balance.

² 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.

³ 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
Revenues:									
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 ¹	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
Total revenues	79,622,364	86,807,921	92,895,795	87,667,237	96,035,408	89,684,509	94,943,000	64,703,537	56,322,429
Expenditures:									
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 ²	9,051,932	8,122,315	7,568,746	9,177,580	5,177,066	-	-	-	-
Community Development ²	-	-	-	-	-	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 ²	3,334,639	3,765,916	4,299,500	6,935,005	4,201,954	-	-	-	-
Public Works ²	-	-	-	-	-	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
Debt service:									
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	-	-	-
Total expenditures	79,445,634	84,320,159	99,945,077	92,312,194	100,555,539	106,503,571	83,302,203	62,146,627	61,662,901
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)
Other Financing Sources (Uses):									
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 ^{3,4}	-	-	-	-	-	-	(82,091,681)	21,522,303	-
Net change in fund balances	\$ 1,966,897	\$ 2,610,979	\$ (8,553,963)	\$ 5,883,092	\$ 2,801,470	\$ 13,553,749	\$ (69,583,176)	\$ 26,256,974	\$ (4,376,709)
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.

¹ Beginning fiscal year ended June 30, 2010, the amount reported is a combination of investment and rental income.

² 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

³ 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.

⁴ 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**

Fiscal Year Ended June 30	Residential Property	Commercial Property	Industrial Property	Other Property ¹	Total Taxable Assessed Value ²	Total Direct Tax Rate
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

¹ Other property includes recreational, institutional, vacant, and miscellaneous property.

² 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 ¹	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500	0.04500
Total City Direct Rate	0.17402	0.17402	0.17402	0.17402	0.17402	0.17402	0.17402	0.17402	0.17402
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
Total Direct Rate	\$ 1.99122	\$ 1.08597	\$ 1.08825	\$ 1.08699	\$ 1.08875	\$ 1.09052	\$ 1.08977	\$ 1.09123	\$ 1.09030

As provided in GASB Statement 44, the City of Brea has elected to report fiscal years beginning 2005-06 and forward.

¹ 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 ¹	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%

¹ 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 ⁸	Debt Per Capita ⁸
	Tax Allocation Bonds ^{6,7}	Lease Revenue Bonds ⁷	Capital Leases ^{1,2,4}	Total Governmental Activities	Water Revenue Bonds ^{3,5}	Total	Government			
2005	199,366,857	17,560,000	1,691,034	218,617,891	17,180,000	235,797,891	235,797,891	14.22%	5,608	
2006	193,810,364	16,850,000	3,164,387	213,824,751	16,475,000	230,299,751	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	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	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	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	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	257,193,659	13.10%	5,247	
2012	-	2,760,000	5,161,902	7,921,902	37,265,000	45,186,902	45,186,902	2.21%	906	
2013	-	2,760,000	4,659,564	7,419,564	36,325,000	43,744,564	43,744,564	2.10%	867	
2014	-	2,760,000	4,169,409	6,929,409	35,350,000	42,279,409	42,279,409	1.83%	775	

¹ For the fiscal year ended June 30, 2006, the City of Brea entered into two lease-purchase agreements totaling \$1,729,083.

² For the fiscal year ended June 30, 2007, the City of Brea entered into a lease-purchase agreement for \$1,782,000.

³ For the fiscal year ended June 30, 2009, the Brea Public Financing Authority issued over \$25 million of water revenue refunding bonds.

⁴ For the fiscal year ended June 30, 2010, the City of Brea entered into a lease-purchase agreement for \$4,580,000.

⁵ For the fiscal year ended June 30, 2010, the Brea Public Financing Authority issued over \$12 million of water revenue bonds.

⁶ For the fiscal year ended June 30, 2011, the Brea Redevelopment Agency issued over \$29 million of tax allocation bonds.

⁷ 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.

⁸ 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 ²	Net Bonded Debt	Percentage of Assessed Value of Property ³	Per Capita ⁴
	Tax Allocation Bonds ^{1,2}	Lease Revenue Bonds ²	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

¹ 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

² 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.

³ See schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

⁴ 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 ¹	Debt Outstanding	Estimated Share of Overlapping Debt
Overlapping Debt Repaid with Property Taxes:			
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
Overlapping Other Debt:			
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 ²
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
City of Brea Direct Debt:			
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 ³
Combined total net direct and overlapping debt			\$ 96,860,581

¹ Percentage of overlapping agency's assessed valuation located within the boundaries of the City.

² 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.

³ 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 ⁶	Gross Revenues ¹	Less: Operating Expenses ²	Water Revenue Bonds			
	Tax Increment ^{5,6}	Debt Service					Net Available Revenue	Debt Service		Coverage
		Principal ⁶	Interest ⁶					Principal ³	Interest ⁴	
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

¹ Gross revenues exclude connection fees.

² Operating expenses do not include interest or depreciation.

³ 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.

⁴ Interest expense is net of the Build America Bonds interest refund credits.

⁵ Beginning fiscal year ended June 30, 2010, tax increment is net of tax increment revenue sharing payments.

⁶ 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

<u>Fiscal Year Ended June 30</u>	<u>Population ¹</u>	<u>Personal Income (in thousands)</u>	<u>Per Capita Personal Income ²</u>	<u>Unemployment Rate ³</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:

¹ City Community Development, Planning Division

² Per capita income for Orange County; U.S. Department of Commerce, Bureau of Economic Analysis, 2013

³ 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 ¹	Employees²	Rank	Percent of Total City Employment ³
Bank of America ⁴	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%

¹ Based upon the Employment Development Department's estimate of 21,600 residents employed in 2014 out of a total population of 42,397.

² Information from Annual Report for the 1997 Area C Senior Lien Bonds.

³ 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.

⁴ 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 ¹	-	-	-	-	-	-	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 ²	-	-	-	-	-	-	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 ³	-	-	-	-	-	9	9	9	9	10
Total	423	427	437	437	443	409	399	408	417	374

¹ Prior to FY2011, Community Development was reported under Development Services function.

² Prior to FY2011, Public Works was reported under Maintenance Services function.

³ 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 ⁵									
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 ⁵									
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.

¹ The reporting methodology employed beginning fiscal year 2007-08 was changed; going forward, this methodology will remain consistent for the sake of comparability.

² Figure corrected with fiscal year 2011-12 CAFR.

³ 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.

⁴ Doesn't include five flashing beacons the City maintains.

⁵ 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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- David E. Hale, CPA, CFP
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA
- Gary A. Cates, CPA
- Michael D. Mangold, CPA
- David S. Myers, CPA

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



- David E. Hale, CPA, CFP
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Bryan S. Gruber, CPA
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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

City of Brea

Agenda Item:

COUNCIL COMMUNICATION

Date: March 17, 2015

To: Honorable Mayor and City Council

From: City Manager

Subject: **AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL. AUDIOVISUAL FIRM SERVICES NECESSARY TO RETROFIT CIVIC & CULTURAL CENTER COUNCIL CHAMBERS AUDIOVISUAL SYSTEM.**

RECOMMENDATION

Award technical procurement contract to Western Audio Visual (WAV) in the amount of \$396,750.00.

BACKGROUND

The Civic and Cultural Center (CCC) completed construction in 1981 and has not been significantly upgraded or remodeled to reflect the current technology requirements. The CCC was built with a state-of-the-art council chambers. The Council Chambers included a large rear projection screen for visual presentations and a built-in control room so that the Council meetings would be broadcast live and replayed to the Brea residents. Since then, broadcast and audio technology have changed dramatically, including how the meetings are recorded (from analog to digital) and how the meetings are delivered (Time Warner, AT&T U-verse and web streaming.) While the City Council meetings are more accessible than ever, the complexity of the AV broadcasting equipment has increased requiring the entire system to be overhauled for full integration of the equipment. Over the years, Communications and Marketing staff has maintained

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL. AUDIOVISUAL FIRM SERVICES NECESSARY TO RETROFIT CIVIC & CULTURAL CENTER COUNCIL CHAMBERS AUDIOVISUAL SYSTEM
PAGE 2**

a financially conservative approach to maintaining a working AV system. New pieces of equipment have been purchased as budget and needs allowed. However, the full integration of the equipment has never occurred on a system-wide basis resulting in ongoing issues that must be addressed to continue delivering the City Council meetings to the Brea Community. Regular repairs are required to keep the system working to enable live broadcast and replay of the City Council meetings. The voting machine is unreliable and is currently not used. The microphones are in need of replacement and the connections in the Council and staff daises are corroded and failing. In addition, the Council Chambers lectern needs to be replaced due to aging technology and for required ADA improvements.

A Brea staff working group was established to rehabilitate the audiovisual system of the Council Chambers and improve broadcasting abilities to a respectable standard that can serve our community for the next 30 years. The working group consisted of Brea IT division, Communications & Marketing, Community Development and Public Works.

The working group focused on two areas in the CCC, the Council Chambers and the broadcasting control room. Due to the complexity of the Council Chambers audiovisual system and its integration, the project design was outsourced to a qualified architectural team that could provide the technical expertise and produce specifications and working plan. The architectural team worked closely with staff to develop a design that will provide an economical plan solve current issues and allow

for future enhancements.

DISCUSSION

The plans and specifications have been completed for the audiovisual system, the staff has gone through a process to prequalify bidders to assure that The City obtains a contract with a qualified audiovisual vendor. Once we obtained a list of vendors, we then allowed each vendor to submit a bid to our working group. The working group reviewed the bids and based on the qualifications, cost and references, a selection was made. This process provides a fair selection mechanism that ensures a vendor contract with the best cost savings for the City of Brea.

Following are some audio visual improvements the project will address.

- **Audio visual equipment replacement**—The existing audio visual technology in the City Council Chambers will be replaced and improvements will be made to eliminate sound interference and reverberation. Sound attenuation will be increased in the ceiling and at the perimeter of the City Council Chambers to provide for better sound quality to live audiences, TV broadcasting and online recordings. The control booth hardware will be replaced with current technology. The glass projector screen will be refurbished and new dual, rear digital projectors will be included to improve clarity for Council Chamber, Cable TV and web viewing-audiences. These improvements will provide the City Council Chambers with new, updated audio and visual enhancements that will

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL. AUDIOVISUAL FIRM SERVICES NECESSARY TO RETROFIT CIVIC & CULTURAL CENTER COUNCIL CHAMBERS AUDIOVISUAL SYSTEM
PAGE 4**

eliminate existing issues and improve the visual presentations to the audience.

In addition, due to the redesign of the AV Control Room, one less person will be required to staff the meetings for live broadcast, thereby saving over-time/comp hours.

- **Voting software equipment replacement**—The new software and hardware will provide enhancements to the voting and audio controls. New software will be introduced to modernize the minute taking, panel voting reporting, staff report presentations and will also allow for custom features.
- **ADA accessible podium area and listening devices**—A new lectern will be designed without steps and will include two counter levels to provide access to all citizens. Multiple media inputs will be integrated to facilitate speaker presentations. Additionally, new assisted listening devices will be installed for hearing impaired visitors.

Western Audio Visual (WAV) is a full-service, systems integration company providing the design, engineering, installation and service of sophisticated audio visual systems. WAV has a valid contractor's license and has been business since 2005. WAV specializes in Council Chambers, Command & Control Centers, Boardrooms & Conference Rooms, and Video Conferencing Centers. WAV has successfully completed a number of like projects including the City of Temecula Council Chambers, City of West Hollywood Council Chambers and Broadcast Studio, and the City of Murrieta Council Chambers. References for WAV are positive; staff has

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL. AUDIOVISUAL FIRM SERVICES NECESSARY TO RETROFIT CIVIC & CULTURAL CENTER COUNCIL CHAMBERS AUDIOVISUAL SYSTEM
PAGE 5**

worked with the firm previously and is confident in recommending them for award of the contract.

A summary of the bids received is as follows:

1. Digital Networks Group	\$521,972.65
2. Spinitar	\$504,176.27
3. Western Audio Visual	\$344,955.39

If approved, staff is anticipating that construction will commence in April 2015 and will be completed during August 2015. The schedule is in the process of being finalized, pending coordination with Council meetings, as well as School Board and Planning Commission meetings. The construction contract includes language limiting the relocation of Council meetings to a maximum of two meetings. Therefore, staff will work with the contractors, vendors and the Executive Team to best coordinate the construction period and limit the impact on meetings.

COST ESTIMATE FOR COUNCIL CHAMBER ADA & A/V IMPROVEMENTS	
Phase II, Audio visual installation	\$ 345,000.00
Contingency 15%	\$ 51,750.00
Rounded Up Maximum Estimate Total	\$ 397,000.00

AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL. AUDIOVISUAL FIRM SERVICES NECESSARY TO RETROFIT CIVIC & CULTURAL CENTER COUNCIL CHAMBERS AUDIOVISUAL SYSTEM
PAGE 6

OPTIONS

City Council can elect to forego the CCC Chamber Audiovisual upgrades and direct staff to continue repairing equipment as it fails. However, replacement parts for some equipment still in use are no longer available.

FISCAL IMPACT

The Phase II audio/visual hardware replacement and installation is estimated at \$397,000.00 (including contingency fee) and will be funded via Public, Education and Government (PEG) funds.

Peg Funds are provided by state law: The Digital Infrastructure and Video Competition Act of 2006. The Act provides funding for Public, Educational, Governmental programming (PEG) resulting from transition to State Franchise from local cable franchises. PEG funds are restricted to equipment and systems for broadcasting over the cable networks. The PEG funds are collected regularly on a quarterly basis and are currently appropriated in the fiscal year 2014-2015 operating Budget. Please note: PEG funds are separate from the State Video Franchise Fees.

SUMMARY

Communication, public access, transparency and quality broadcast of the City Council meetings is a fundamental goal of the City of Brea. To ensure that the CCC Council Chambers is upgraded to reliable operational standards, staff recommends approval of

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT WITH WESTERN
AUDIO VISUAL. AUDIOVISUAL FIRM SERVICES NECESSARY TO RETROFIT
CIVIC & CULTURAL CENTER COUNCIL CHAMBERS AUDIOVISUAL SYSTEM
PAGE 7**

the technical procurement contract for completion of Audiovisual Council Chambers improvements.

Respectfully submitted,

Tim O'Donnell, City Manager

Prepared by:

Cindie Ryan
Communications and Marketing Manager/
Public Information Officer

Concurrence:

William Gallardo, CCMT
Assistant City Manager/
Administrative Services Director

City of Brea

Agenda Item:

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

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

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

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 ...

PROFESSIONAL SERVICES AGREEMENTS FOR ANNUAL ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT AND PRIVATE DEVELOPMENT PROJECTS

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**

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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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

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;

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

CITY

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.

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

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

Signature _____

Date _____

Name: _____

Title: _____

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



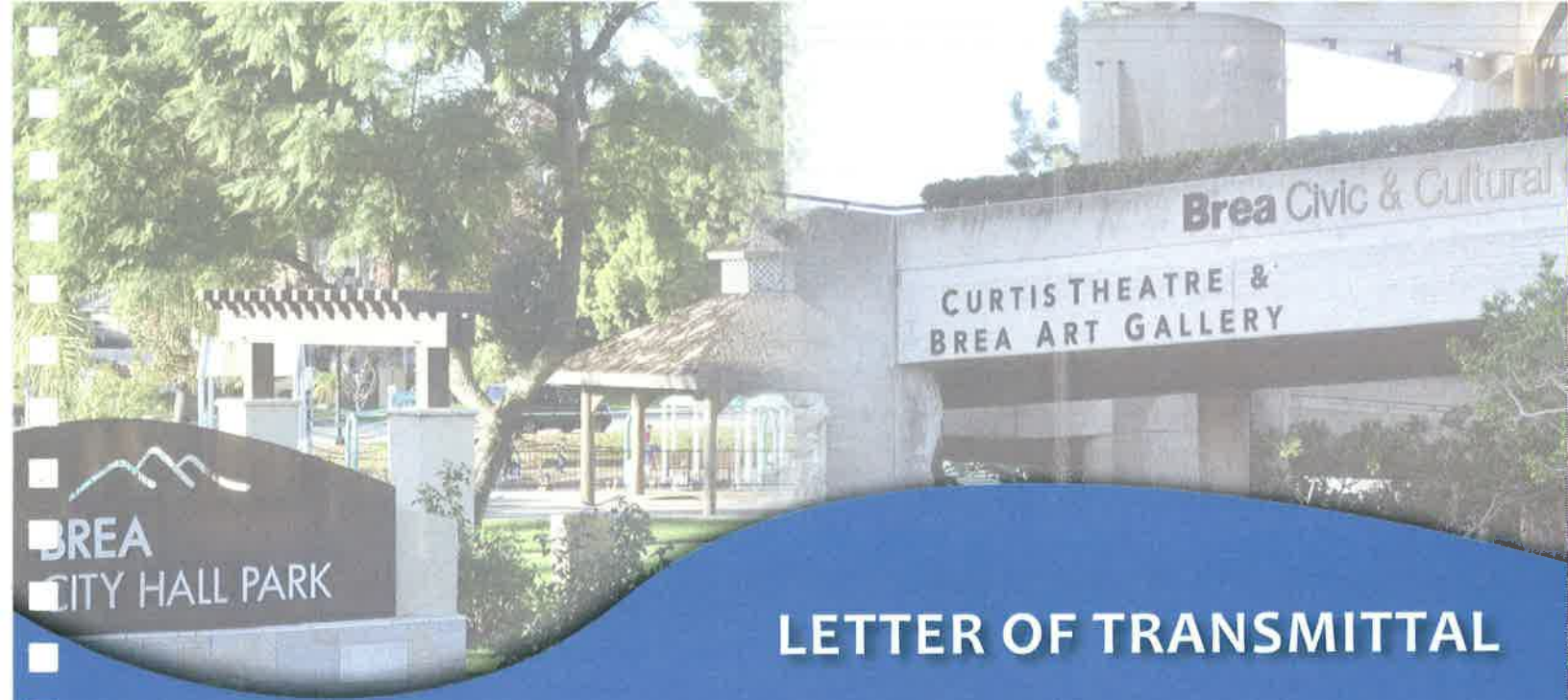
2415 Campus Drive, Suite 265, Irvine, California 92612 | (949) 337-4280 | www.caltrop.com



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BREA
CITY HALL PARK

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)

CALTROP 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

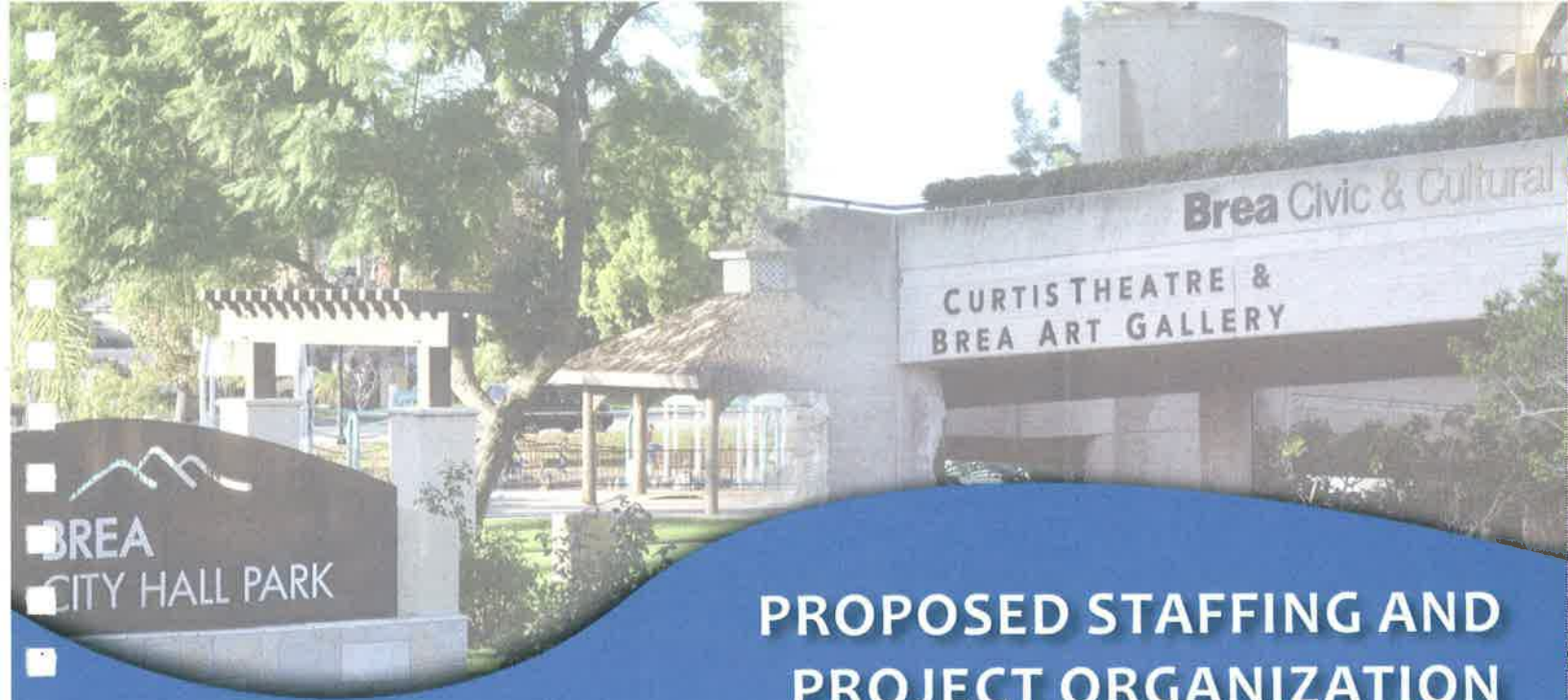
Senior Civil Engineer

City of Irvine

One Civic Center Plaza

Irvine CA 92606

(949) 724-7556 - Telephone



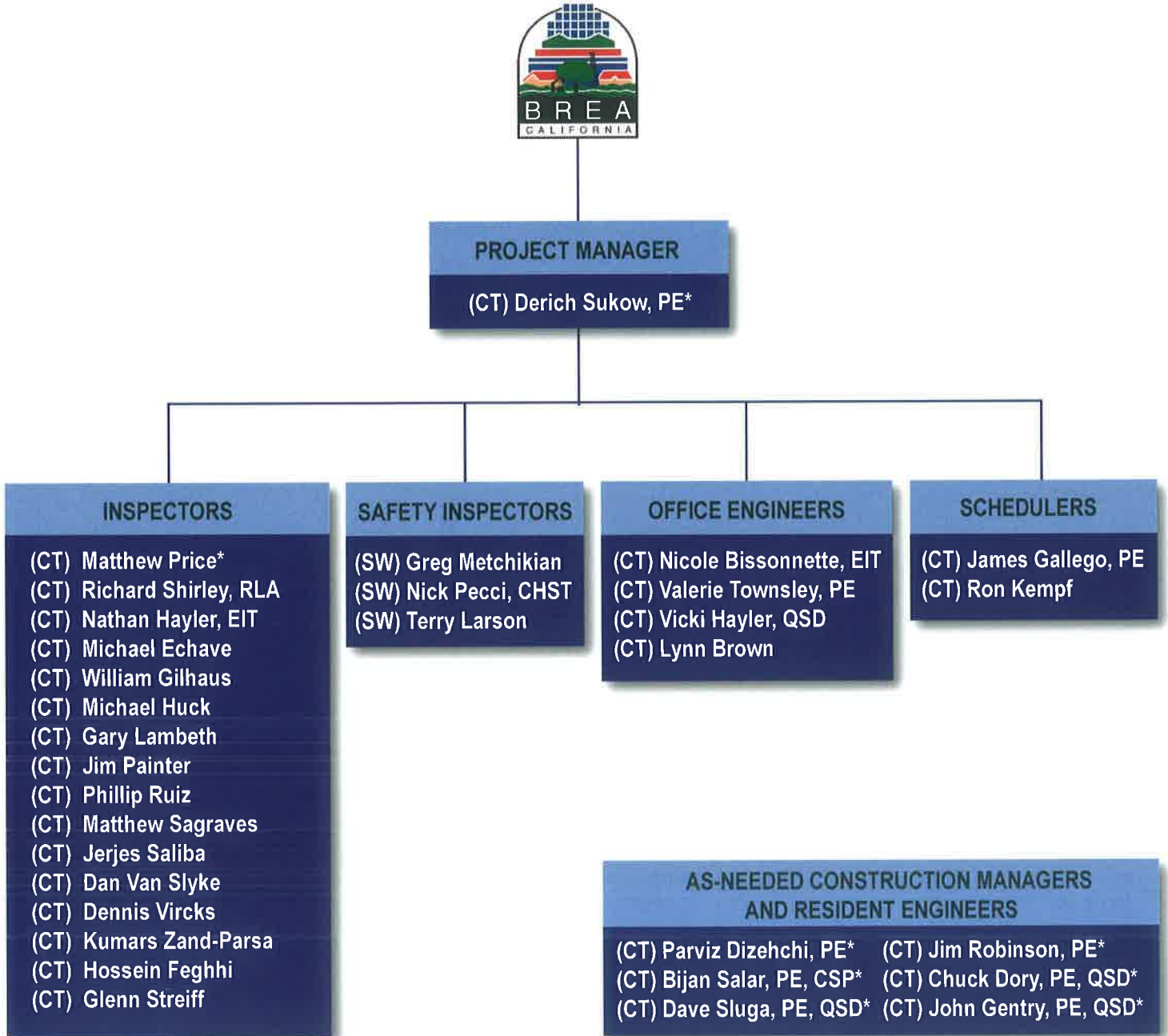
PROPOSED STAFFING AND PROJECT ORGANIZATION





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

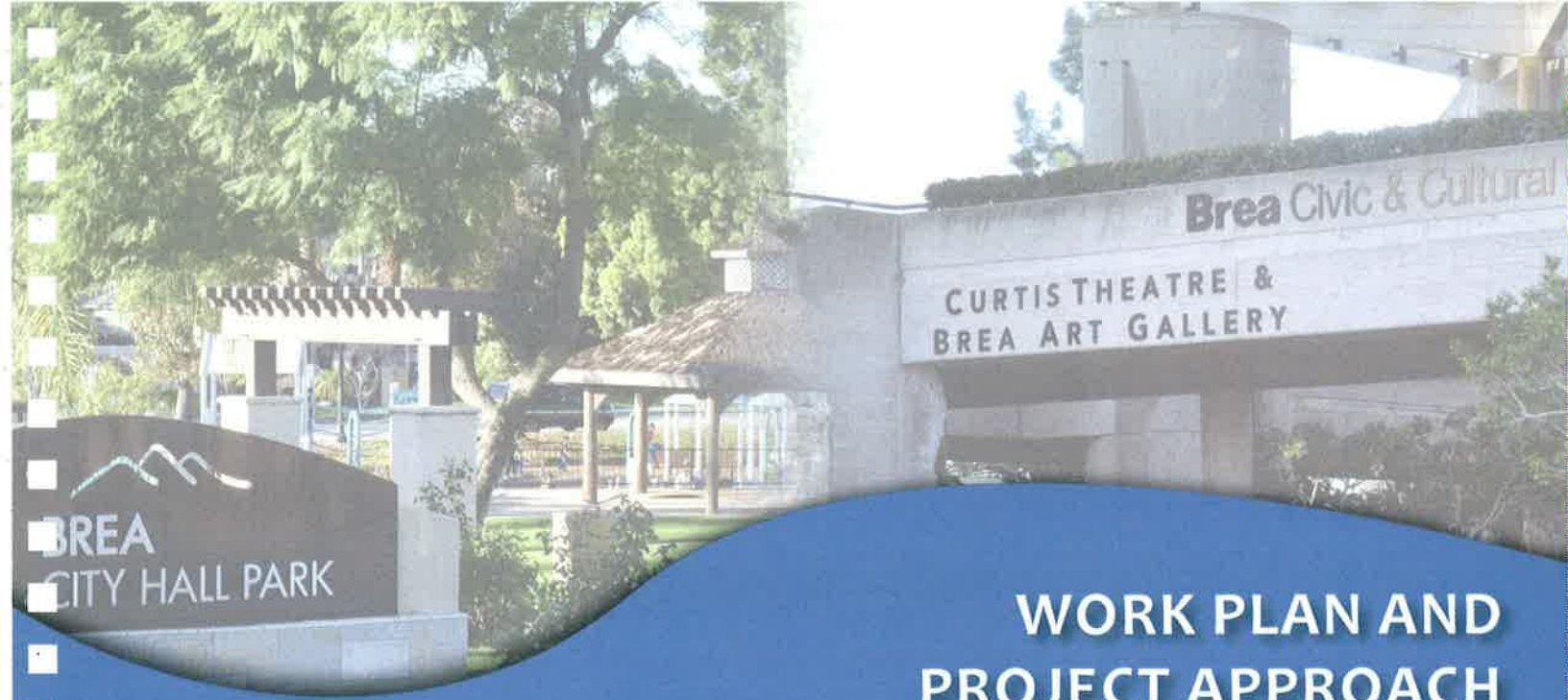
- Street Rehabilitation, CIP #245, City of Laguna Beach
- 50%

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 5th 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
Construction Manager - Registered	\$130 - \$150
Construction Bridge Engineer - Registered	\$135 - \$150
Structures Inspector	\$100 - \$120
Construction Inspector	\$95 - \$120
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

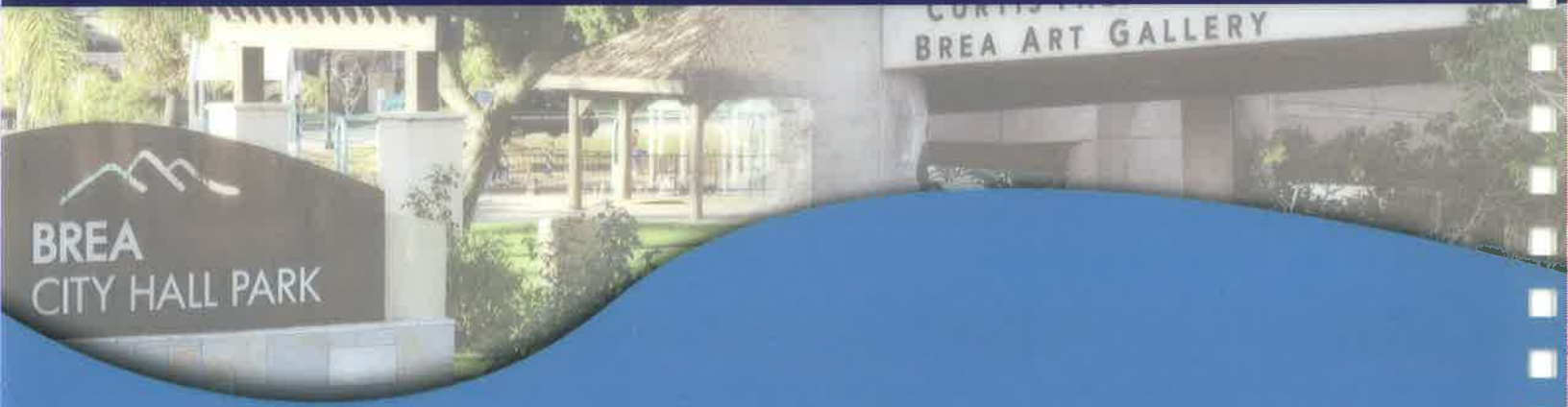
Rates are subject to prevailing wage requirements and changes



	Rate / Hr
Safety Inspector	\$135 - \$173



Brea Civic & Cultural



BREA ART GALLERY

BREA CITY HALL PARK



BREA COMMUNITY CENTER



BREA SPORTS PARK

3333 EAST BIRCH ST



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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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;

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

CITY

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

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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

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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.

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

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

Signature _____

Date _____

Name: _____

Title: _____

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.

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
City of Baldwin Park	Storm Drain Improvements on Corak Street	✓		✓			✓		
City of Brea	Puente Avenue Rehabilitation	✓		✓					
	Glenbrook Tract Water Main Replacement	✓					✓		
City of Buena Park	Franklin & Darlington Improvements	✓		✓					
	SR-91 Freeway E/B On-Ramp Widening		✓	✓					
City of Costa Mesa	Stage Street Rehabilitation	✓		✓					
	Magnolia Avenue/Alley/Parking Lot	✓		✓					
	Tustin Avenue and Alley No. 109	✓		✓					
City of Culver City*	Broadway Street Improvements (SRTS)	✓		✓			✓		
	Sawtelle Boulevard Rehabilitation	✓		✓					
City of Cypress	Four Sewer Pump Station Rehabilitation		✓				✓		
	Demonstration Rain Gardens		✓					✓	
City of Cypress	Cerritos Avenue Widening	✓		✓			✓		✓
City of Downey	Paramount Boulevard Pavement		✓	✓					
	Lakewood Boulevard Improvements		✓	✓					
	Downey Boulevard Improvements		✓	✓					
City of Fountain Valley	Residential Paving Program	✓		✓					
	15 Year Sewer System Improvements	✓					✓		
	TI159 Industrial Streets Rehabilitation		✓	✓					
City of Hermosa Beach	Active South Park	✓						✓	
	Hermosa View SR2S Project	✓	✓	✓					✓
	Pier Avenue Improvements		✓	✓			✓		
City of Huntington Beach	City Hall Modifications	✓				✓			
	Sewer Lift Station #24 & Force Main		✓				✓		
	Utility Operations Center Upgrades		✓			✓			
	Warner Avenue Bridge Preventative	✓			✓				
City of Irvine	Culver/Walnut Widening	✓		✓			✓		✓
	University Drive Rehabilitation	✓		✓					
Irvine Ranch Water District	Portola Hills Lift Station Improvements	✓					✓		
City of La Habra	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 (SR25)	✓	✓	✓					
	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
City of Pomona	Citywide Alley Improvements		✓	✓					
City of Rancho Santa Margarita	Melinda Road and Los Alisos Slurry Seal		✓	✓					
	Installation of Battery Back Up Systems		✓						✓
	Antonio Parkway Resurfacing		✓	✓					
	Robinson Ranch Road Traffic Calming		✓	✓				✓	✓
City of San Juan Capistrano	Community Center Modifications	✓	✓			✓			
	Public Works Building Modifications	✓	✓			✓			
	Stone Field Soccer Park	✓	✓					✓	
Santa Margarita Water District	Antonio Parkway Forcemain Realignment	✓					✓		
City of Santa Monica	2 nd /4 th Street Transit Mall Improvements		✓	✓				✓	✓
	Bike Center/Parking Structure Improvements		✓	✓		✓			
	Annual Paving & Sidewalk Repair		✓	✓					
City of Stanton	Western Avenue Sewer Rehabilitation								
City of Villa Park	FY 11/12 Street Improvement Project	✓	✓	✓					
City of Yorba Linda	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.

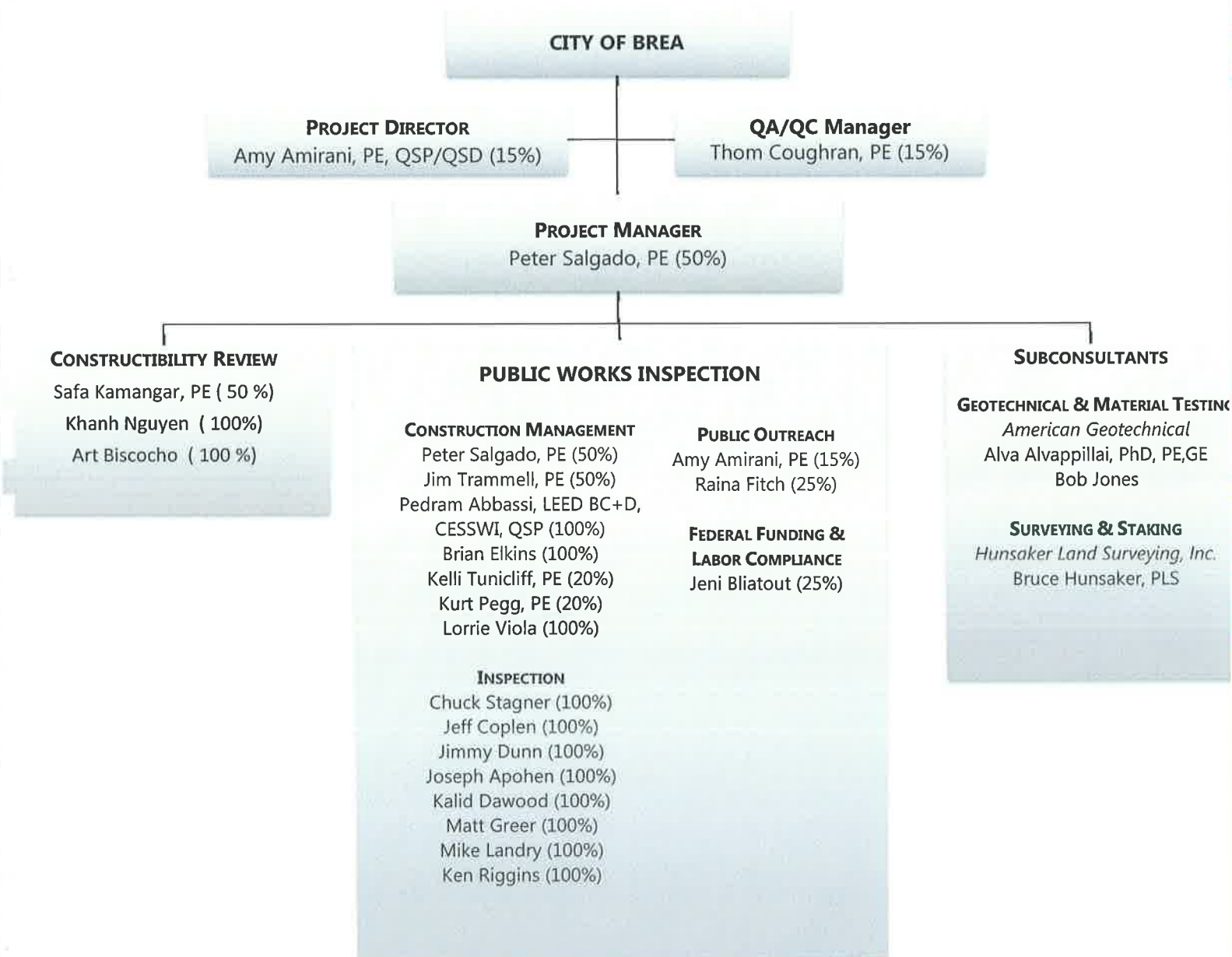
QA/QC Manager Thom Coughran, P.E. has over 30 years of experience in civil engineering design & project management and public works management, with a specialization in water services, transportation, and distribution. He is a licensed engineer in the states of California and Arizona and a member of 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 – 16th 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.

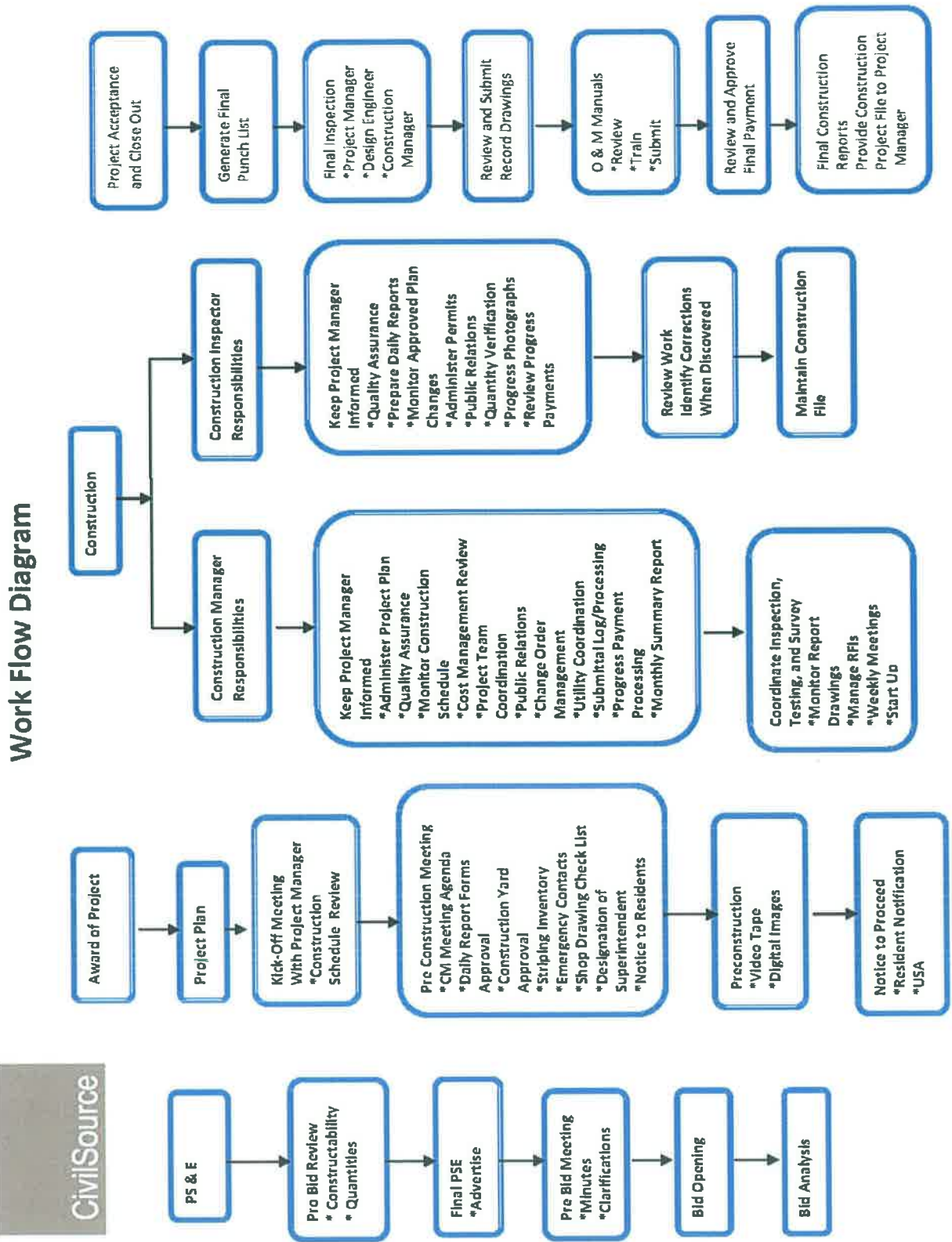
Our philosophy on such projects is "Close-Out starts during pre-construction." Our efforts will begin at the outset to outline and anticipate all project close-out deliverables. Financial close-out is a critical activity and it is best to have the contractor negotiate final contract amounts once their 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.



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 waddles, 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 19th 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 | • Rue De Fortuna Traffic Signal Installation |
| • Traffic Signal Preemption | • Heroes Park Snack Bar and Restroom |
| • El Toro Park Renovations | • El Toro and Jeronimo Streetscape Improvements |
| • Trabuco Road Street Resurfacing | • Front Street & Orange Street Improvements |
| • Slurry Seal of Various Streets | • Crack Seal and Slurry Seal of 2 Residential Neighborhoods |
| • Asphalt Overlay of Residential Streets | • Rockfield Streetscape Improvements |
| • ADA Wheelchair Access Ramp Imps. | • ADA Access Ramp Improvements, Phase IV |
| • Etnies Skate Park Expansion | • 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

- B.S., Construction Engineering Management, Cal State University Long Beach
- B.S., Civil Engineering, University of Kentucky
- Certified Construction Project Manager
- LEED Accredited by USGBC
- Certified Construction Inspector, Certification No. 6287
- Certified Engineering Technician/Civil Engineering Branch-Certificate #01771Y
- Radiation Safety Officer: Certificate No. 14459
- American Concrete International/Concrete Field Testing Technician: Certificate No. 024063
- American Concrete International/Concrete Strength Testing Technician: Certificate No. 024063

Associations

- American Public Works Association
- American Society of Certified Engineering Technicians
- American Society of Civil Engineers
- Association of Construction Inspectors and Project Managers
- International Conference of Building Officials
- American Water Works Association
- United States Green Building Council
- American Concrete Institute
- Registered Member of the Construction Management Association of America

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

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

Bob Jones
Operations Manager
Contact: (714) 685-3900 / Fax (714) 685-3909

Email: 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 – 16th 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 16th 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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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

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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

CITY OF BREA

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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.

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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

CITY

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.

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

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

Signature _____

Date _____

Name: _____

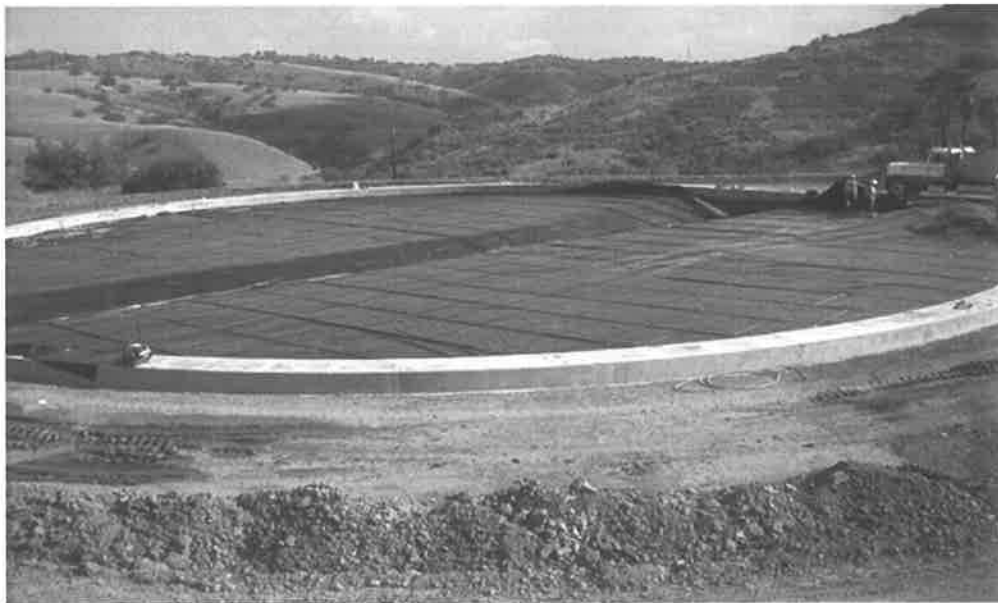
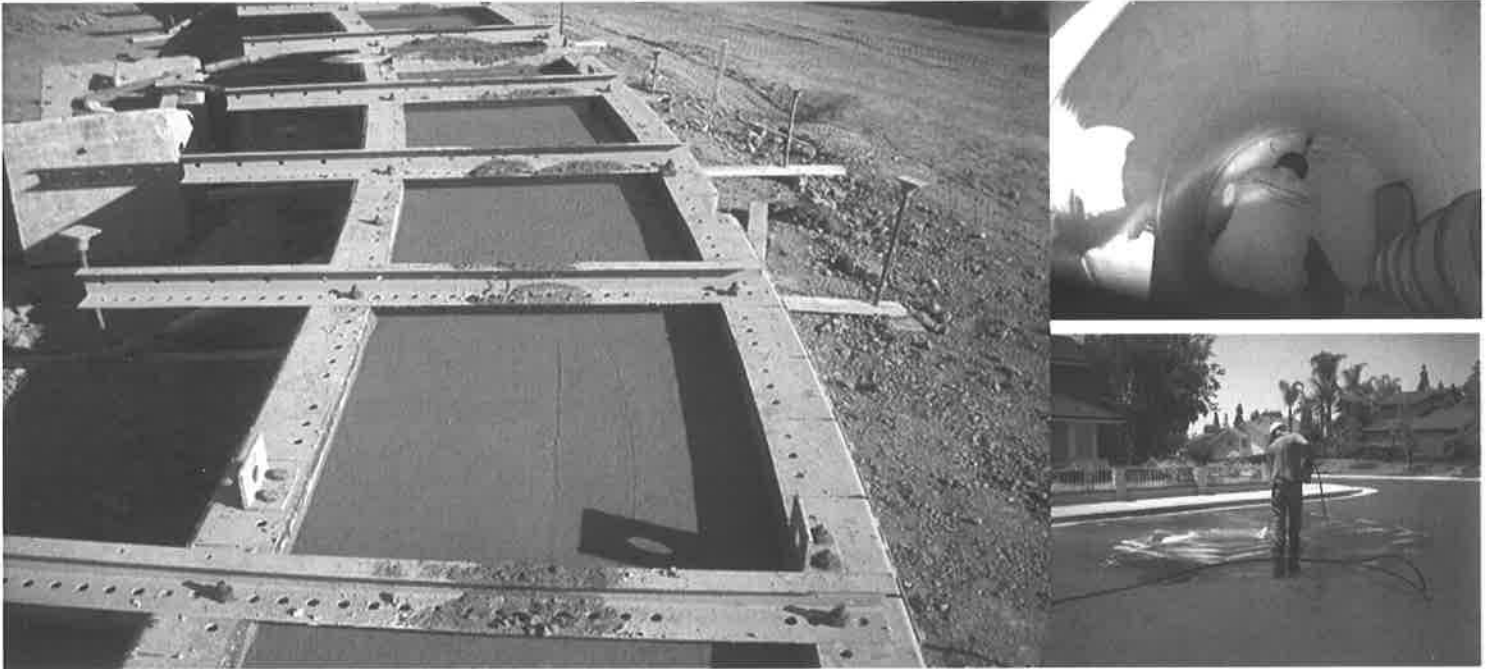
Title: _____

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



March 25, 2014

3333 Brea Canyon Road, 120
Diamond Bar, CA 91765
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
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Gkhan@gkandassociates.com

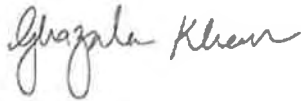
Mr. Delfino "Chino" Consunji, P.E.
City of Brea
March 25, 2014
Page 2 of 2

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

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 financially sound and there are no plans for closure of our office.

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
Principal: Ghazala Khan, GKhan@GKandAssociates.com

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:

Focus on Providing PM, CM and Inspection Services to Cities/Agencies in Southern California

<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

QUALIFICATIONS, RELATED EXPERIENCE & REFERENCES

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 10th 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
Former City Engineer
City of Norwalk
12700 Norwalk Boulevard
Norwalk, CA 90650
Phone: 310-968-3067

Mr. Randy Hillman
Engineer
City of Norwalk
12700 Norwalk Boulevard
Norwalk, CA 90650
(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.

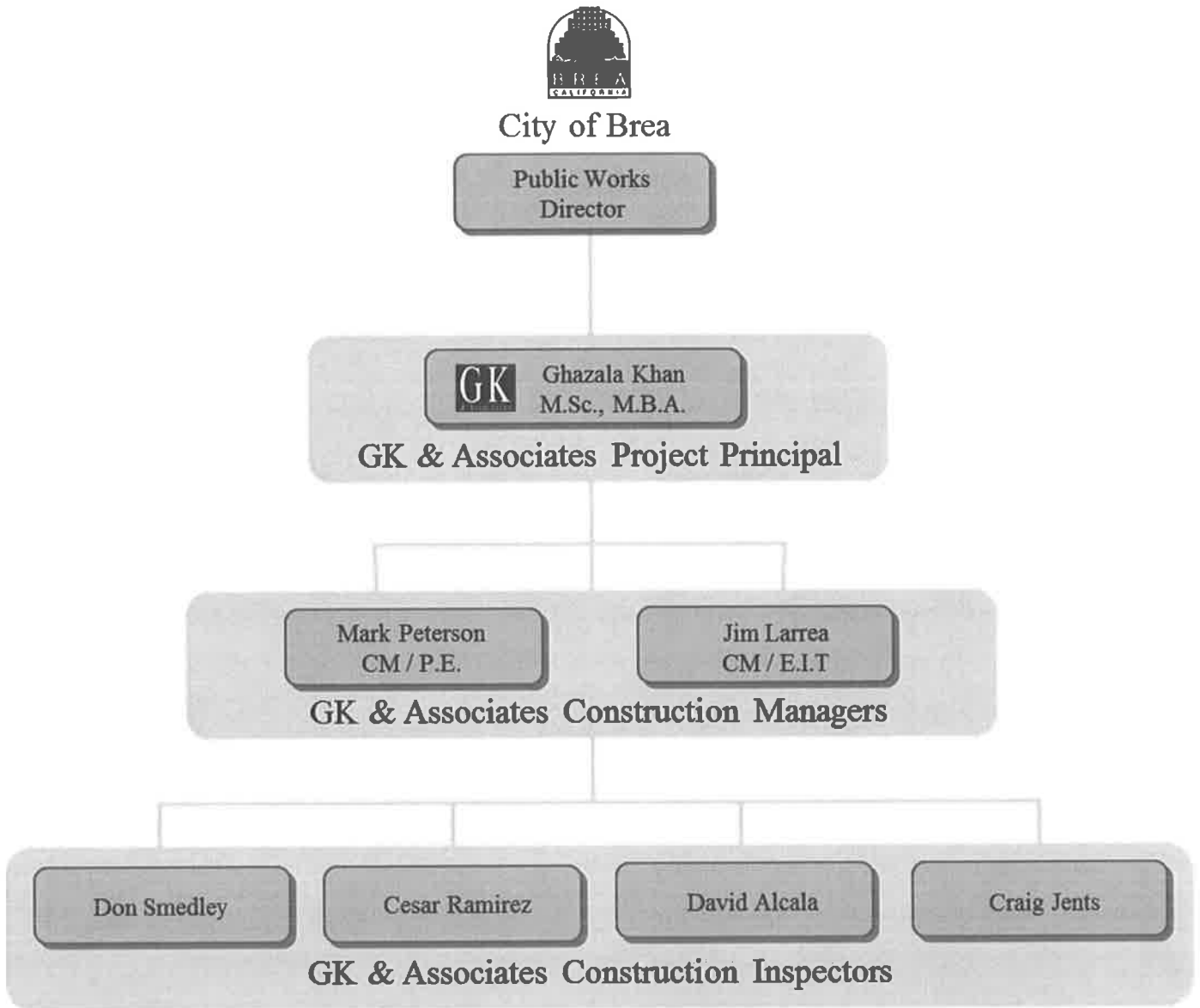
Contact References: Mr. Edwin "Ed" Norris
Director Public Works
City of Downey
11111 Brookshire Ave., Downey, CA 90241-7016
(562) 904-7109

PROPOSED STAFFING & PROJECT ORGANIZATION

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.



GHAZALA KHAN

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

Summary of Experience

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

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

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

EDUCATION/TRAINING

B.S. - Civil Engineering,
 California Polytechnic
 University, Pomona, CA

MEMBERSHIPS

Society of Hispanic Engineers
 ASCE

INDUSTRY TENURE

15 years

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.

DETAILED WORK PLAN

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.

PROJECT UNDERSTANDING & APPROACH

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

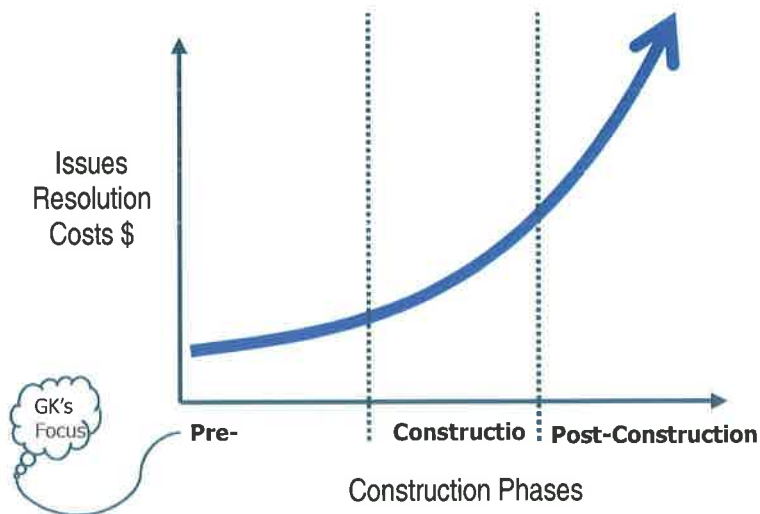


Figure 1. We will resolve issues before they become bigger problems

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 change 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.

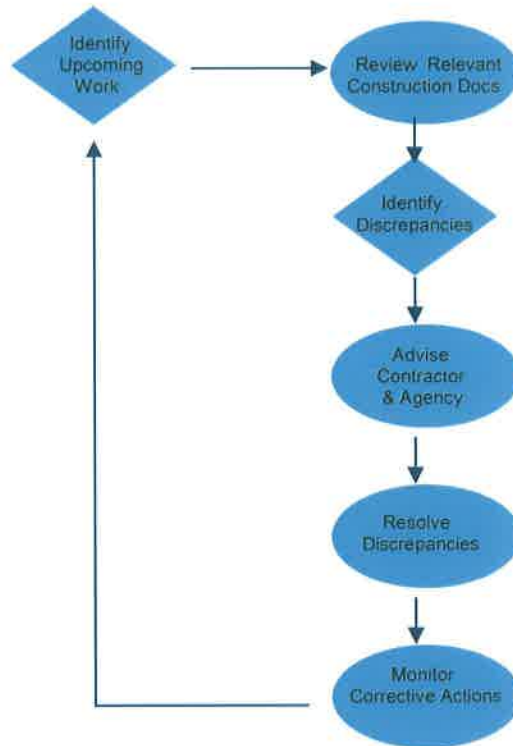


Figure 2. Our Cyclical Inspection Process Anticipates Trouble Spots to Mitigate Construction Claims

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.

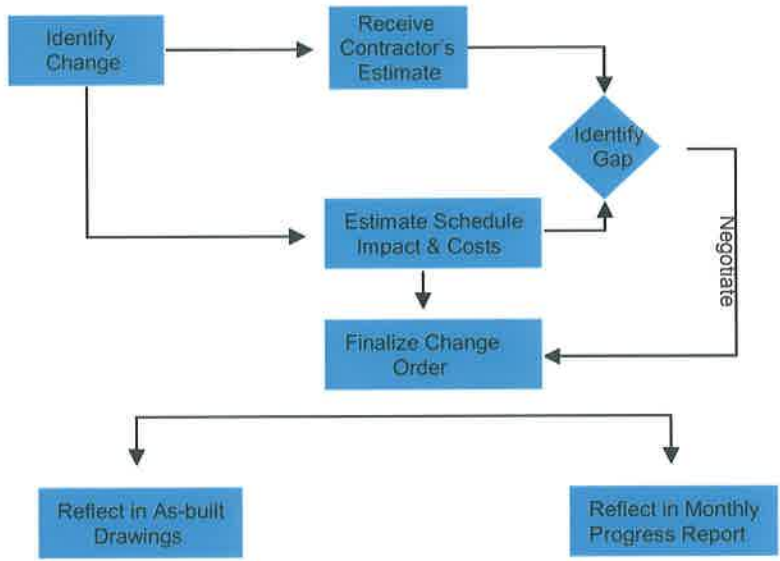


Figure 3. Our Change Order Review Process keeps you in full control

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

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		

STATUS OF PAST & PRESENT CONTRACTS FORM

The form included in theRFP is not applicable. GK & Associates has never provided services that have ended in termination, settlement or litigation.

ATTACHMENTS – RECOMMENDATION LETTERS



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 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', 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,

Edwin J. Norris, P.E.
Deputy Director of Public Works

EJN:rg

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 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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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.

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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

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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

CITY

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.

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

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

Signature _____

Date _____

Name: _____

Title: _____



EXHIBIT "B"

**PROPOSAL
TO
CITY OF BREA**

*Construction Management
& Inspection Services*

**FOR
PROFESSIONAL CONSULTING SERVICES
FY 2013-2014**

GRIFFIN STRUCTURES, INC.
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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Status of Past and Present Contracts Form <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.

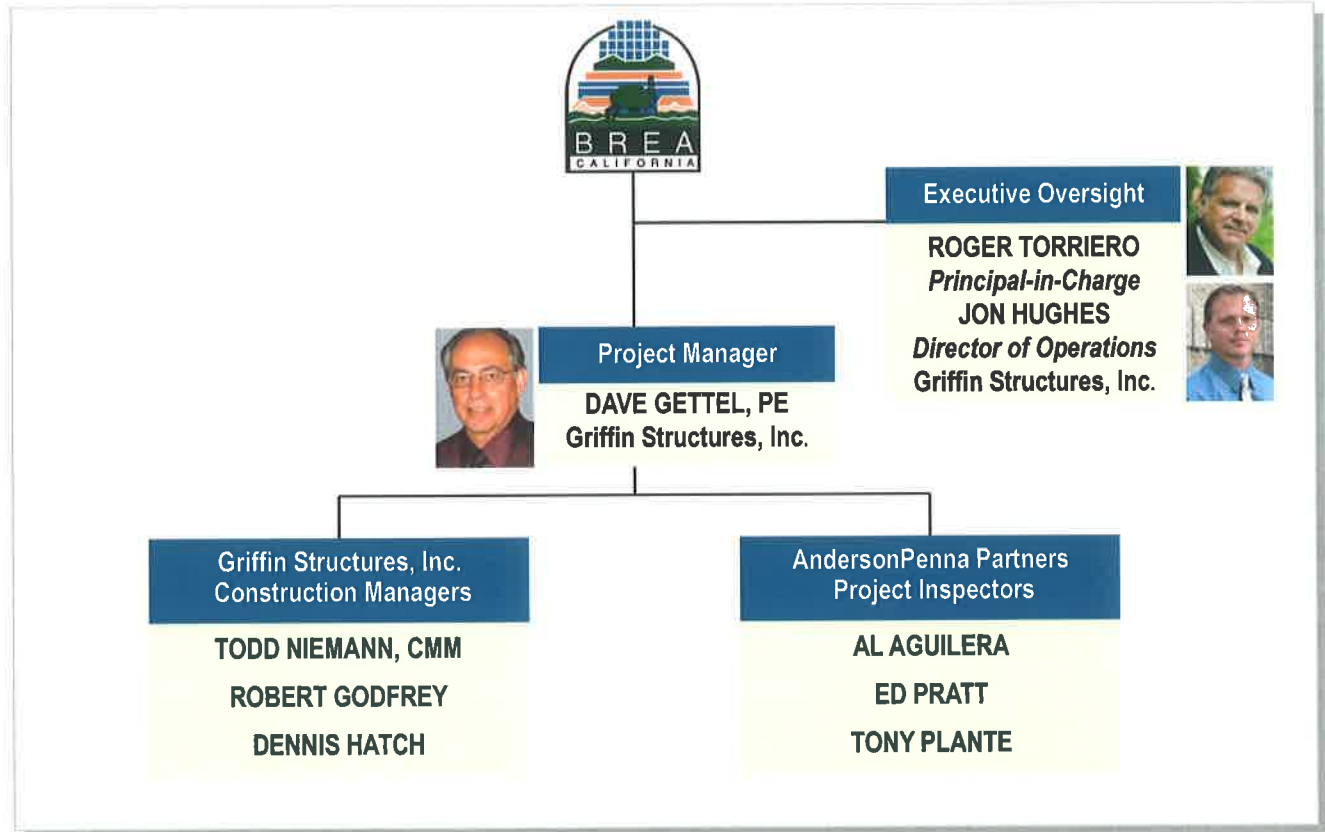
David R. Burkett
Project Construction Manager
City of Hesperia

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
Roger Torriero, <i>Principal-in-Charge</i> / Laguna Beach	33	All Griffin Projects / 10%
Jon Hughes, <i>Director of Operations</i> / Laguna Beach	2	Newport Beach Marina Park & San Bernardino County Lake Gregory Dam Rehabilitation / 20%
Dave Gettel, <i>Project Manager</i> / Laguna Beach	1	San Bernardino County Lake Gregory Dam Rehabilitation / 50%
Todd Niemann, <i>Construction Manager</i> / Laguna Beach	4	Lake Forest Sports Park / 50%
Robert Godfrey, <i>Construction Manager</i> / Laguna Beach	4	Trust of Public Land Parks / 50%
Dennis Hatch, <i>Construction Manager</i> / 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 25th 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.

- | | |
|-----------------------------------|-------------------------|
| New Years Day | Memorial Day |
| Presidents Day | Independence Day |
| Labor Day | Thanksgiving Day |
| Day after Thanksgiving Day | Christmas Day |

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

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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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

CITY

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.

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

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

Signature _____

Date _____

Name: _____

Title: _____

EXHIBIT "B"

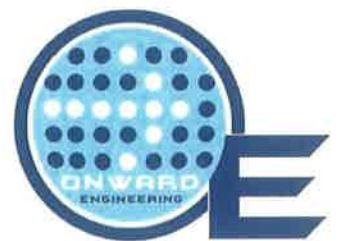
ONWARD ENGINEERING

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



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)

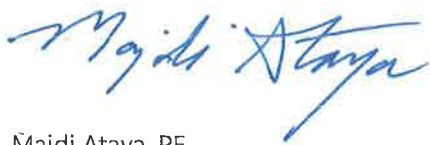
Donald Whitman, Branch Manager, Project Manager

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.

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

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- 190th 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	-9 years of experience -BS Civil Engineering, CSUF -Registered Civil Engineer -QSD (Qualified SWPPP Developer)
Robert Parsons Sr. Inspector	-36 years of experience -Former County of Orange Principal Inspector -Licensed Class A & B Contractor -Construction Engineering Coursework, Cal Poly Pomona -AA Drafting & Surveying
Bill Stiles Sr. Inspector	-38 years of experience -Engineer-in-Training (EIT) Certification -Former County of Orange Principal Inspector -Caltrans Certified for Concrete Work
Tim Stanley Sr. Inspector	-30 years of experience -Public Works Inspector, Business Admin, and Computer Tech 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
Bill Fernandez Sr. Inspector	-32 years of experience -ACI Certification -Caltrans Coordination Experience -Deputy Grading Inspector

Name/Roles	Qualifications
	<ul style="list-style-type: none"> -Deputy Asphalt Inspector (Irvine) & Trench Shoring Safety Certification -Caltrans HC-1 for Test Methods (201, 202, 216, 217, 231)
<p>Carlos Lopez Sr. Inspector</p>	<ul style="list-style-type: none"> -33 years of experience -Former Supervising Construction Inspector for County of Orange -AA Civil Engineering Technology, Los Angeles College -Drainage Inspection/Flood Control Channel Inspections
<p>Vince Mead Sr. Inspector</p>	<ul style="list-style-type: none"> -32 years of experience -Former Supervising Construction Inspector for County of Orange -Bridge & Channel Inspection Experience

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 2ND 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 & 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.

10TH 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

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.

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-striping 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.

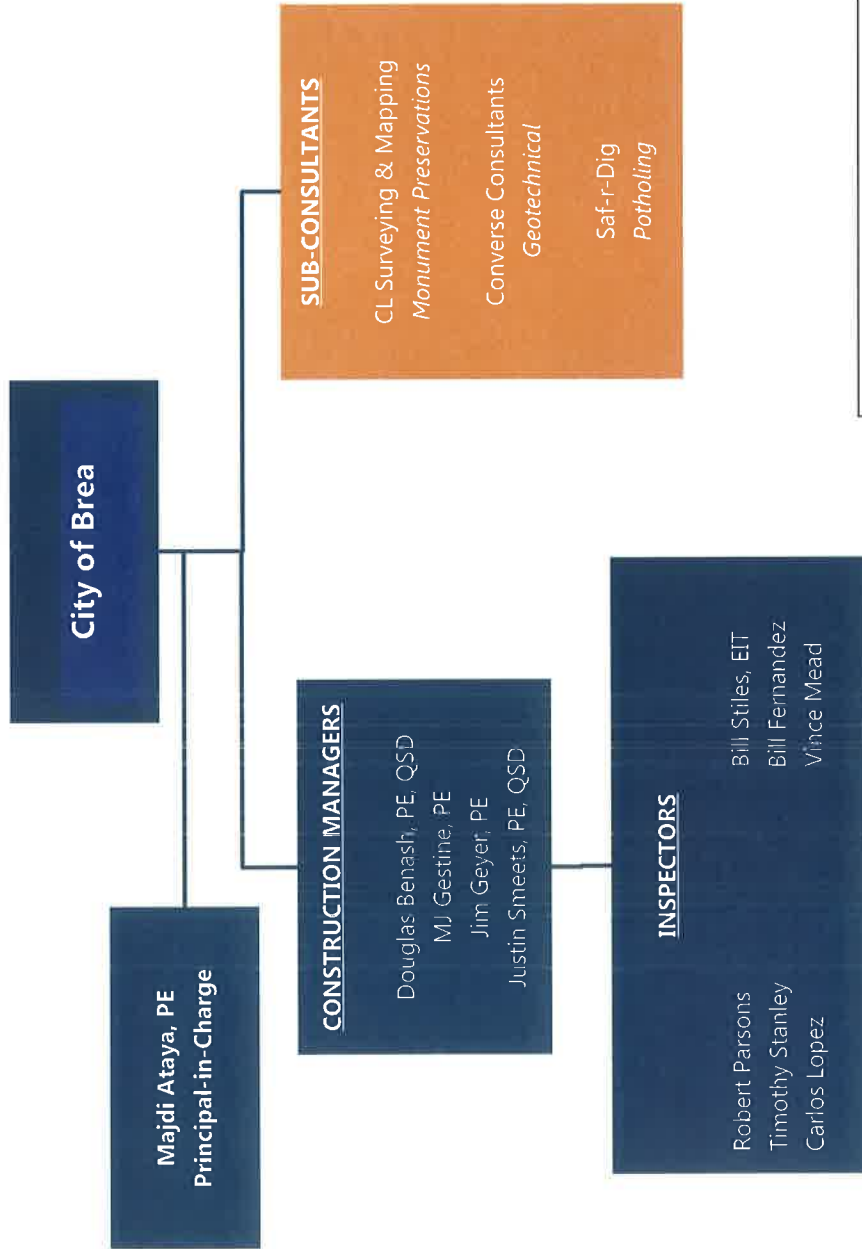
SANTA ANA RIVER BIKE TRAIL REACHES 1 & 9, County of Orange

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

CM	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>Benefits: 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>Deliverables: Meeting agenda, notices, and minutes.</p>
IOR	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

CM	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>Benefits: 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>Deliverables: Assist in RFI review.</p>
<p>Submittal Review</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>Benefits: Ensures all contractor materials, methods and notices are in compliance with PS&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, & prepare/transmit contractor's correspondence.</p>	<p>Deliverables: Daily submittal review notes, stamped approved submittals, recommendations.</p>
<p>Weekly Progress Meetings (Bi-Weekly)</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>Benefits: Allows discussion of milestones and issues to ensure compliance with the City's PS&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>Deliverables: Meeting Agenda, Minutes, and Weekly Statement of Calendar, Working Days Report, and status reports.</p>
<p>Project Schedule Review</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>Benefits: 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>Deliverables: Construction schedule updates.</p>
<p>IOR</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>CM</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>Benefits: Minimizes construction impact to residents and businesses.</p> <p>Deliverables: Community Coordination Records to include business name, contact, phone number, address, discussion notes including the date of discussion, and any action taken.</p>
<p>IOR</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>CM</p>	<p>Will work closely with the Inspector and review Daily Construction Reports (DCRs) provided by Inspector.</p>	<p>Benefits: Ensures active monitoring and documentation of jobsite and project progress. Also, provides notes on labor, weather, progress, key items,</p>
<p>IOR</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 & 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>Deliverables: Daily Reports, Weekly Statement of Working Days, Daily Photo Diary, Raw image files & video.</p>
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Traffic Control

<p>CM</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>Benefits: Allows us to maintain safe traffic flows during construction.</p>
<p>IOR</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>Deliverables: Traffic Control Notes</p>

Job Safety Compliance

<p>CM</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>Benefits: 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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IOR	<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>Deliverables: Safety Infraction Reports</p>
Change Orders		
CM	<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>Benefits: Provides clear documentation review and recommendation for change orders to maximize value of contract.</p> <p>Deliverables: Change Order</p>
IOR	<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		
CM	<p>Track quantities of work completed for progress payment, develop & implement procedures for review & 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>Benefits: Provide accurate measurements of work completed by Contractor</p> <p>Deliverables: Ensure accurate records are kept of actual quantities installed, provides</p>

Labor Compliance

CM	Establish procedures and monitor compliance with Prevailing Wages, and ensure compliance with Federal Labor Laws & the Davis-Bacon Act	<p>Benefits: Ensures full grant funding compliance</p> <p>Deliverables: Contractor Certified Payroll Records, CM Payroll review Notes, Employee Interview Forms, Interview reports</p>
IOR	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

CM	<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&M manuals, warranties, and all other necessary documents. This information is made available to the City in real-time using VPM solution.</p>
IOR	

Final Walkthrough & Inspection

CM	Recommend and conduct final inspection with City staff and project design consultant.	<p>Benefits: Confirmation to all stakeholders of final completion of work.</p> <p>Deliverables: N/A</p>
IOR	Conduct final inspection and close-out encroachment and construction permits.	

As-Built Plans

CM	<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 & electronic drawings to City.</p>	<p>Benefits: Representation and documentation of field changes made during construction and accurate records.</p> <p>Deliverables: IOR and Contractor Red- Lines, designer coordination records, final as-built documentation</p>
IOR	<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

IOR	<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>Benefits: Clear communication and records to Contractor.</p>
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Punch Lists & Non-Compliance Items

CM	<p>Issue preliminary & 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>Benefits: Clear communication and records to Contractor. All non-compliant items are noted and fixed prior to notice of completion.</p> <p>Deliverables: Preliminary and Final Punch lists. Inspector's Non-Compliance Notice, Non-Compliance Notes</p>
IOR	<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

CM	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>Benefits: Ensures that work items completed as specified.</p> <p>Deliverables: Final Completion Recommendation, Final Report of Completion</p>
IOR	Provide notes and concurrence to CM regarding final completion of all field work.	

Final Payment Request

CM	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>Benefits: Ensure payment is provided to Contractor, organized cost tracking data for future reference.</p> <p>Deliverables: Final Payment Recommendation</p>
IOR	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

CM	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>Benefits: Provides a single source location for the entire project's records, active monitoring and documentation</p> <p>Deliverables: Final Project Files Per LAPM, Final Project Report, as-built and digital set of drawings, construction files.</p>
IOR	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

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

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

Signature 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 Director 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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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;

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.

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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

CITY

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.

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

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

Signature _____

Date _____

Name: _____

Title: _____

EXHIBIT "B"



City of Brea

Proposal for
Construction Management &
Inspection Services
FY 2013-2014 RFP

March 25, 2014



Submitted By:



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 faint, illegible printed name.

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

Availability Of Staff

DETAILED WORK PLAN

Project Approach & Work Plan

Scope Of Services

Resource Management

EXCEPTIONS / DEVIATIONS

Standard Contract Compliance

Insurance Requirements

Local Business Enterprise

Non-Discriminatory

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, 59th Avenue, South 212th Street, South 190th 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

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

Mr. Robert Luciano, Director of Construction Services

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.

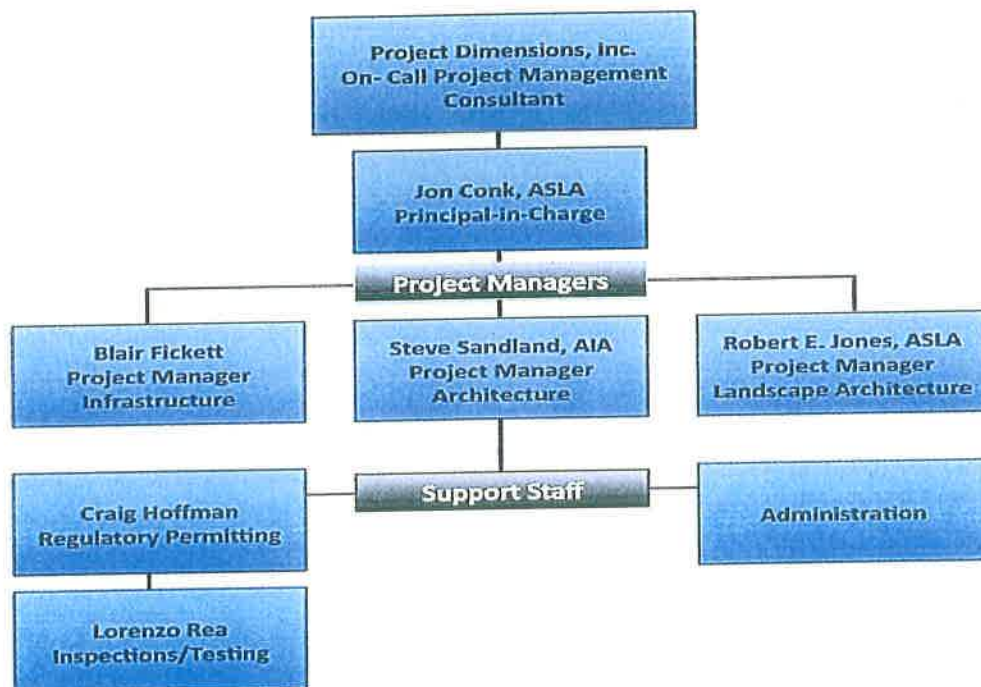
Support Staff – Agency Coordination

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).

TABLE OF CONTENTS

- **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

CITY

Mayor

Attest: _____

EXHIBIT "A"



CITY OF BREA

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

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Construction Management & Inspection Services
for FY 2013-2014

March 2014

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

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.

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**. 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 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

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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

CITY

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.

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

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

Signature _____

Date _____

Name: _____

Title: _____



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 CDBG. 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.

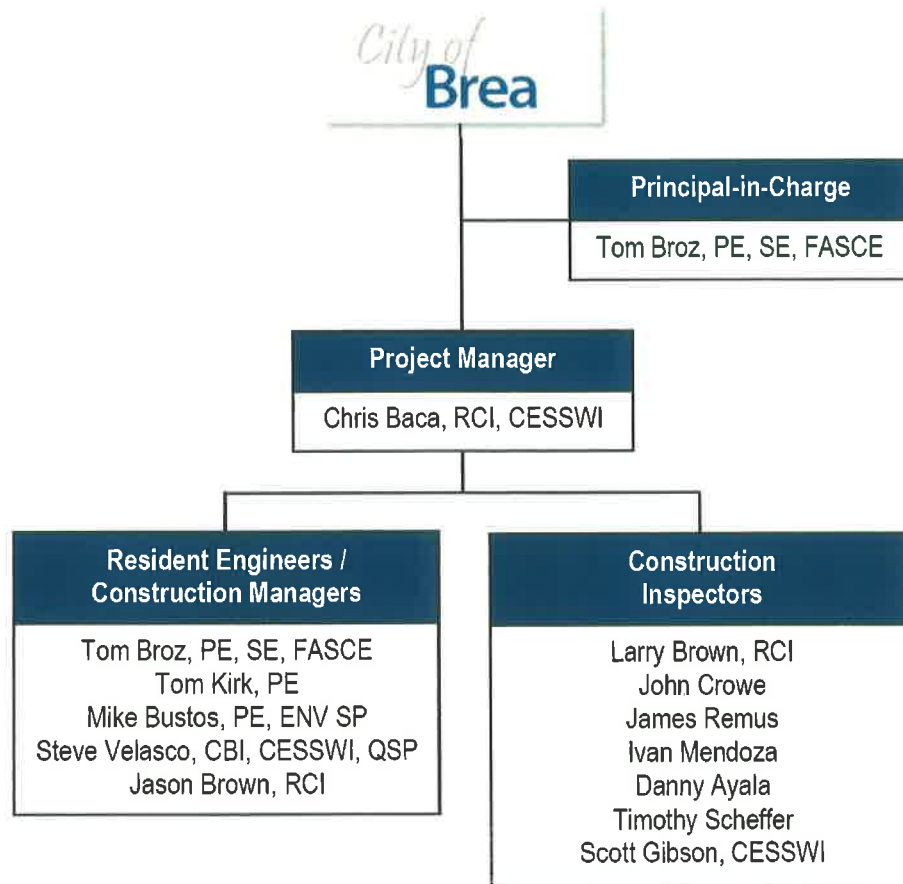
1.6 Million Gallon Welded Steel Reservoir, Morongo Band of Mission Indians, Cabazon, California. Mr. Scheffer provided construction administration and inspection services for the project. The welded steel reservoir measures 96 feet in diameter and is 35 feet high. The project included 8" and 16" site 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 Total / W/Project
Mr. Thomas Broz	Anaheim	Principal-in-Charge, Resident Engineer & Construction Manager	<ul style="list-style-type: none"> ▪ Long Beach ▪ Rialto 	50%	50%, 100% beginning June 2014	37/6
Mr. Chris Baca	Industry	Project Manager	<ul style="list-style-type: none"> ▪ Rialto ▪ Long Beach 	25%	25%	26/26
Mr. Tom Kirk	Anaheim	Resident Engineer	<ul style="list-style-type: none"> ▪ No current Assignment 	0%	100%	31/11
Mr. Mike Bustos	Ventura	Resident Engineer	<ul style="list-style-type: none"> ▪ Inglewood 	25%	75%	12/12
Mr. Steve Velasco	Anaheim	Construction Manager	<ul style="list-style-type: none"> ▪ Long Beach ▪ Rialto 	50%, Project scheduled for completion 5/2014	100%	25/10
Mr. Jason Brown	Industry	Construction Inspector	<ul style="list-style-type: none"> ▪ Rialto 	100%, current project scheduled for completion 6/2014	100%	22/22
Mr. Larry Brown	San Bernardino	Construction Inspector	<ul style="list-style-type: none"> ▪ Morongo Indian Reservation 	100%	100%, beginning June 2014	28/18
Mr. John Crowe	Anaheim	Construction Inspector	<ul style="list-style-type: none"> ▪ Anaheim 	100%	100%, beginning April 2014	15/3
Mr. James Remus	Industry	Construction Inspector	<ul style="list-style-type: none"> ▪ Long Beach Water Dept 	100%	100% beginning July 2014	20/1
Mr. Ivan Mendoza	San Bernardino	Construction Inspector	<ul style="list-style-type: none"> ▪ Riverside County 	50%	50%	39/5
Mr. Danny Ayala	San Bernardino	Construction Inspector	<ul style="list-style-type: none"> ▪ Riverside County 	50%	50%	35/8
Mr. Tim Scheffer	Industry	Construction Inspector	<ul style="list-style-type: none"> ▪ Park Water 	100%	100% beginning April 2014	30/7
Mr. Scott Gibson	San Bernardino	Construction Inspector	<ul style="list-style-type: none"> ▪ 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

ENGINEERING	LANDSCAPE ARCHITECTURE
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	BUILDING AND SAFETY
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
CONSTRUCTION MANAGEMENT	PLANNING
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
INSPECTION SERVICES	ADMINISTRATIVE
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	
MAPPING AND EXPERT SERVICES	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.

Project city/agency/other:	Not Applicable
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 Chris Baca

Date March 25, 2014

Name: Chris Baca, RCI
 Title: Deputy Director, Program & Construction Management Services



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

333 West Ocean Boulevard 9th 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 56th St
- Atlantic – Bixby to San Antonio
- Bike Lane Project – 3rd 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

City of Brea

Agenda Item:

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

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**

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. 4th 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**

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**

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
Rounded Up Maximum Estimate Total	\$ 402,500.00

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**

COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their March 10, 2015 meeting and

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 of Community Development

Raul Y. Lising P.E.,
Assistant City Engineer

**BIDS AND CONTRACT FOR THE COUNCIL CHAMBER ADA IMPROVEMENTS,
CAPITAL IMPROVEMENT PROJECT 7910**

Concurrence:

Delfino R. Consunji P.E.,
Deputy Director of Public Works/City Engineer

Eric Nicoll, Public Works Director

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 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 17th day of March 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 Council of the City of Brea, held on the 17th day of March 2015 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Acting City Clerk