



# FINANCE COMMITTEE AGENDA

**Tuesday, March 29, 2016**

**8:30 AM**

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

**MEMBERS:** Mayor Pro Tem Cecilia Hupp and Council Member Steven Vargas  
**ALTERNATE:** Council Member 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 23, 2016 Meeting

### **Attachments**

Minutes

3. Approve City Signage Repairs and Updates for the Brea Downtown Parking Structure

### **Attachments**

PSA

## DISCUSSION

4. Schedule Next Meeting: April 12, 2016

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

cc: Council Member Glenn Parker  
Mayor Christine Marick

**Special Accommodations**

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

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**DATE:** 03/29/2016

**SUBJECT:** Approval of Minutes of February 23, 2016 Meeting

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**Attachments**

Minutes

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# FINANCE COMMITTEE MINUTES

Tuesday, February 23, 2016

8:30 AM

Executive Conference Room, Level Three

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

## CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Pro Tem Cecilia Hupp, Council Member Steven Vargas, David Crabtree, Cindy Russell, Kathie DeRobbio, Jennifer Lilley, Faith Madrazo, Sean Matlock, Alicia Brenner, Keri Bullock, Ana Conrique, Star Haro, and Mario Maldonado

1. Matters from the Audience – *None*

## CONSENT

2. Approval of Minutes of January 12, 2016 Meeting – *Approved.*
3. Amendment No. 5 to Professional Services Agreement with David Evans and Associates, Inc. for the Additional Design Work on the Tracks at Brea, Project 7873 *Staff to provide Councilmember Vargas with a vendor invoice list for David Evans and Associates, Inc. for the past two years. – Recommended for City Council approval.*
4. Approval of a Professional Services Agreement with Kimley – Horn to Prepare an Environmental Assessment for a Proposed Mixed-Use Development Located at the Northwest and Northeast Corner of State College Boulevard and Birch Street – *Recommended for City Council approval.*

## DISCUSSION

5. Schedule Next Meeting: March 8, 2016 – *Councilmember Vargas requested to add an agenda item at the next meeting to appoint the Finance Committee Chair.*

Meeting adjourned: 8:54 AM

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

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**TO:** Honorable Chair and Committee Members

**FROM:** City Manager

**DATE:** 03/29/2016

**SUBJECT:** Approve City Signage Repairs and Updates for the Brea  
Downtown Parking Structure

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**RECOMMENDATION**

Authorize the City to proceed with updating the Brea Downtown parking structure parking signage; parking counter signs; kiosk/directory signage and a LED lighting retrofit and approve a Professional Services Agreement with Architectural Design & Signs (AD/S) in the amount of \$86,403.

**BACKGROUND/DISCUSSION**

**BACKGROUND**

Approximately sixteen years ago, the former Brea Redevelopment Agency utilized the expertise of Hunt Design to assist City staff in evaluating signage design and color schemes for the Brea Downtown. The recommended signage package was competitively bid, and a firm was selected to manufacture the custom hanging parking signs, directional signs, and directories. The City's Public Works Department (Streets Division) provides for the maintenance of the illuminated signs and the cleaning/polishing of the signs as they fade. The original signage has aged and is in need of updating.

**DISCUSSION**

Manley Fanticola Holdings, a downtown property owner, has an interest in adding a wide variety of way-finding (directional) signs, at their cost, to

augment the City's signage in the Brea Downtown area. City staff has reviewed their suggestions and supports the signage additions they wish to add to the Brea Downtown. Manley Fanticola Holdings has a particular signage company that they are working with for this project. In order to assure consistency in the Brea Downtown signage, the same signage company could also handle/coordinate the removal, repainting/re-facing and reinstallation the City's existing signage at the Brea Downtown parking structure as well as a retrofit of the current fluorescent lighting to LED lighting.

The advantages in authorizing AD/S to provide these services in conjunction with the new signage being proposed by Manley Fanticola Holdings are as follows:

- Coordination of the update to the City's signage with the installation of the new privately-funded signage.
- More competitive pricing due to a larger-sized complete signage effort rather than having two smaller-sized projects involved.
- More cost effective approach than adding additional manpower and equipment resources to the City's Public Works department to coordinate the project.
- AD/S has worked diligently with property owner Dwight Manley in putting together an extensive way-finding program that ties in with the parking structure signage providing a complete package in color and design scheme for the Brea Downtown.
- Manley Fanticola Holdings recommends AD/S based on:
  - Excellent and proven past experience;
  - Flawless workmanship;
  - Competitive pricing provided to loyal and repeat customers; and,
  - Ability to meet difficult deadlines for the full scope of signage requirements.

## **FURTHER DISCUSSION**

The particular signs that the City would be responsible to remove, repaint/reface and re-install include:

- Four (4) directories/kiosks – repaint each directory, add new pole covers, and print new directories (2 sides only)

- Six (6) single face wall mounted signs – repaint per customer specified colors (most likely orange and black)
- One (1) 3'-2" x 20'-0" large blade sign – repaint per customer specified colors (most likely orange and black)
- Three (3) 3'-2" x 13'-5" blade signs – repaint per customer specified colors (most likely orange and black)
- Three (3) bang bars – repaint per customer specified colors (most likely orange)
- There will be no "P" on the sign (as indicated in the New Parking Structure Signs)
- Includes cost for LED lighting upgrade
- Three (3) Parking "Counter" signs – repaint and add base pole covers

To determine whether or not, the cost of the replacement signage through AD/S was competitive, the City's Street Superintendent and Purchasing Agent developed a list of qualified and professional signage contractors who would be capable of providing these sign services. The prices for the services listed above were as follows:

1. AD/S – Architectural Design & Signs – Corona – \$86,403
2. Signs & Services Co. – Stanton – \$141,532
3. Ampersand Contract Sign Group – Los Angeles – \$159,740 (est)

### **SUMMARY/FISCAL IMPACT**

The total cost for the repainting/re-facing of the existing Brea Downtown kiosks, parking counter, parking structure signs and LED lighting retrofit is \$86,403. Funds for this project will be allocated in the next round of quarterly budget adjustments.

The Brea Downtown parking structure signage has aged and is in need of substantial updating. City staff recommends coordinating an update to the Brea Downtown parking structure signage with a major Brea Downtown property owner currently pursuing a privately-funded, expanded way-finding program for the Brea Downtown area for consistency and the lowest price. Therefore, staff recommends approving a Professional Services Agreement with AD/S to complete the work in conjunction with the new way-finding signage in the Brea Downtown area.

## **COMMITTEE RECOMMENDATION**

The Finance Committee considered the recommendation at their March 29, 2016 meeting and recommended...

## **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Bill Gellman, Purchasing Agent

Concurrence: Will Wenz, Streets Superintendent

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### **Attachments**

PSA

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## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 29th day of March 2016 between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Architectural Design & Signs (AD/S) Companies (hereinafter referred to as "CONTRACTOR").

### A. Recitals

(i) CITY has heretofore solicited proposals pertaining to the performance of professional services with respect to providing downtown parking sign upgrades to a total of 10 signs including removing and replacing aluminum face signs with acrylic letters and upgrading fluorescent lights to LED lights. Also included are design changes and repainting of four (4) directory/Kiosk signs. ("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) CONTRACTOR 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 CONTRACTOR to perform professional services necessary to render advice and assistance to CITY, City Council and staff to complete said Tasks.

(iv) CONTRACTOR 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 CONTRACTOR 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 plans, specifications, 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 CONTRACTOR in order to complete the assigned Tasks. The CONTRACTOR will provide services of removing the old directories/kiosks throughout the downtown and old "Parking" signs attached to parking structures I and II, and replacing all directories/kiosks and all parking structure "Parking" signs.

(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 Exhibit "A" hereto.

2. CONTRACTOR agrees as follows:

(a) CONTRACTOR shall forthwith undertake and complete the assigned Tasks in accordance with Exhibit "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONTRACTOR shall supply copies of all plans, specifications, reports and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibit "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 CONTRACTOR comments regarding said documents and CONTRACTOR 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) CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as many, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR

hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except as may otherwise be set forth in Exhibit "A" and upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONTRACTOR pursuant to the provisions of Exhibit "A" 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, CONTRACTORS and subcontractors to CONTRACTOR, except as may otherwise be set forth in Exhibit "A". Payment to CONTRACTOR, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR, or any person claiming by or through CONTRACTOR be paid an aggregate amount in excess of eighty-six thousand, four hundred and three dollars and zero cents (\$86,403.00). The costs associated with the Tasks performed for private development projects are not part of the not-to-exceed amount.

(c) CONTRACTOR agrees that, in no event, shall CITY be required to pay to CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said Notice. CONTRACTOR shall not be compensated for any work performed after receipt of the Notice of Termination. CONTRACTOR shall provide to CITY any and all documents, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR 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

Will Wenz  
Public Works Superintendent  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821

CONTRACTOR REPRESENTATIVE

Milton Solomon  
President  
AD/S Companies  
1160 Railroad Street  
Corona, CA 92882

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 CONTRACTOR 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 CONTRACTOR allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, 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 CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement - - or - -:

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

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

(4) 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 CONTRACTOR 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 CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR (or any individual or entity that CONTRACTOR 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 CONTRACTOR.

In addition to the foregoing, CONTRACTOR 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 CONTRACTOR (or any entity or individual that CONTRACTOR 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 CONTRACTOR without the prior written consent of CITY.

11. Damages: In the event that CONTRACTOR fails to submit to CITY the completed project, within six months from a notice to proceed, or as may be extended by written consent of the parties hereto, CONTRACTOR shall pay to CITY, as liquidated damages and not as a penalty, the sum of four hundred dollars (\$400.00) per day for each day CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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.

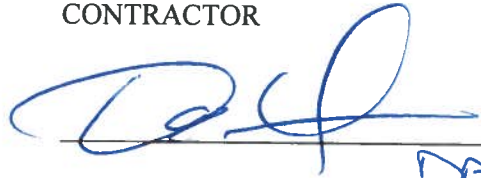
13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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:

CONTRACTOR

  
\_\_\_\_\_  
DAVID FILOS, DIRECTOR

CITY

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_