FINANCE COMMITTEE AGENDA

Tuesday, October 11, 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 September 27 Meeting

   Attachments
   Minutes

3.   Purchase of Computer Aided Dispatch (CAD) and Records Management System (RMS) for the Police Department

   Attachments
   Decision Package
   Request for Information
   Cost Quote

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

4.   Professional Services Agreement with Willdan Engineering for the Design of Emergency Changeable Message Signs (Project 7704)

Attachments

Proposal

Agreement

5.   Additional Appropriation for The Brea Mall Bus Shelter Improvements, Project 7924

Attachments

Resolution

DISCUSSION

6.   Schedule Next Meeting: October 25, 2016

cc: Mayor Christine Marick

Council Member Glenn Parker

Special Accommodations

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

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

<u>**FROM:**</u>   City Manager

<u>**DATE:**</u>   10/11/2016

<u>**SUBJECT:**</u>   Approval of Minutes of September 27 Meeting

Attachments

Minutes

FINANCE COMMITTEE MINUTES

Tuesday, September 27, 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, Bill Gallardo, Chris Emeterio, David Crabtree, Tony Olmos, Cindy Russell, Sean Matlock, Faith Madrazo, Will Wenz, Alicia Brenner, Mario Maldonado and Fang Zhou.

1. Matters from the Audience – None

CONSENT

2. Approval of Minutes of September 13, 2016 Meeting – *Receive and File.*

3. Professional Services Agreement (PSA) with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan Update – *The Committee directed staff to evaluate the pavement rating of the Job Center parking lot last since the property is currently for sale. Council member Vargas requested staff to provide him with the current Pavement Management Plan Map. Recommended for City Council approval.*

4. Approval of a Mills Act Contract for an Historic Property Located at 909 East Elm Street – *Recommended for City Council approval.*

DISCUSSION

1. Schedule Next Meeting: October 11, 2016

   Meeting adjourned: 8:48 AM

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

<u>**TO:**</u>   Finance Committee Members

<u>**FROM:**</u>   City Manager

<u>**DATE:**</u>   10/11/2016

<u>**SUBJECT:**</u> Purchase of Computer Aided Dispatch (CAD) and Records Management System (RMS) for the Police Department

<u>RECOMMENDATION</u>

Award Contract to Spillman Technologies for Purchase of Computer Aided Dispatch (CAD) and Records Management System (RMS) for the Police Department

<u>BACKGROUND/DISCUSSION</u>

The Brea Police Department has utilized Computer Aided Dispatch (CAD) and Records Management System (RMS) software packages for many years. This technology allows the department to electronically and digitally manage its operations, including intake, dispatching, and tracking of public calls for service as well as the management of department records, such as crime reports, citations, and evidence. CAD and RMS are now standard tools used in the operations of law enforcement agencies all over the world.

The most recent purchase and implementation of a CAD/RMS package at the Brea Police Department occurred in 2007. At that time, a new vendor, Intergraph, was selected after a competitive process between several software companies. The department has utilized this product since that time. In recent years, the department has become dissatisfied with Intergraph and their product for various reasons. The primary concern has been the high annual maintenance agreement costs associated with the software and the exorbitant costs of upgrades to the system when they become available. Due to those costs, the department and City chose to forego upgrades to the system.

Now, the system being utilized is several versions behind the current product offered by Intergraph, and desired improved functions are not available to the department. At the same time, the Intergraph system requires 13 supporting servers, all of which are well past their manufacturer recommended life span and are no longer being supported. These servers also would not be compatible with the latest software in an upgraded system. In addition to the technical and ongoing cost concerns, the system has not provided the desired level of efficiency to the department's end users. Data has not been reliable at times, and some modules have not worked effectively.

In 2013 the department began discussing internally, in conjunction with the City of Brea Information Technology (IT) Division, the possibilities for a replacement software package with a new vendor. Potential replacement vendors were explored, starting with Spillman Technologies, who had finished a close second during the 2007 competitive process which

resulted in the selection of Intergraph. Staff compared Spillman's features and cost structure to other vendors with clients in our area. It was determined that Spillman Technologies would be the best option for a new CAD/RMS vendor.

In August 2013, the City of Brea entered into a study with four neighboring cities to explore the feasibility of regionalized police dispatching. Necessarily, a significant concern of that study would be addressing the CAD/RMS needs of each agency. Therefore, the department's internal dialogue about a new system was tabled until that study could be completed. However, regardless of that outcome, it was clear that a new system would be needed. During deliberations of the City's FY 14-15 operating budget, a decision package was put forward to budget funds for the eventual replacement system (see attached). That decision package laid out options of staying with our current vendor, noting the cost of the upgrade and high ongoing annual maintenance costs, or selecting a new vendor, Spillman Technologies, with an approximate cost of $884,000. Brea City Council adopted a budget which included $884,000 for a new CAD/RMS package. Had the City eventually joined a regionalized dispatching model, those funds likely could have been applied to the costs of that project. Since that time, as the dispatch study continued, those funds have been carried over to the FY 15-16 and FY 16-17 budgets.

In February 2016, as the regionalized dispatch study reached a conclusion, it was determined to not be feasible without the participation of all five cities. The police department was directed to continue with its process to select a new CAD/RMS vendor and purchase a new software package. The three year delay had seen further deterioration of the current system, specifically in the supporting hardware, which would have to be replaced regardless since it would not support the latest version of Intergraph's software. Intergraph still had not made available web-based RMS, an enhancement that was being provided by many of Intergraph's competitors. Also, Intergraph had made no changes to their cost structure and the City was paying approximately $130,000 in annual maintenance, which did not include costs associated with system upgrades.

Since it had been three years since the police department and IT last explored CAD/RMS vendor options, in the interest of due diligence and a competitive process, a measured approach was taken and several new vendors were contacted, in addition to Intergraph and Spillman Technologies. The City's Purchasing Agent joined in this process. Eight prominent CAD/RMS vendors with clients in California were identified and each was sent a Request for Information (RFI) (attached). The RFI consisted of a lengthy series of questions about each vendor's system to determine if they met the City's minimum requirements in the areas of operations, technical specifications, and maintenance costs and support. Some of those vendors, including Intergraph, chose not to respond to the RFI, indicating they felt they could not meet the City's cost structure requirements. Five vendors responded to the RFI. All responses were reviewed and reference checks were conducted with existing clients. As a result, three vendors, including Spillman Technologies, were selected for further consideration. Each vendor conducted a day long demonstration of their most current product and answered questions from a large group of end users from the police department and IT.

Following the demonstrations, a core team of police department and IT members met to discuss the vendors and their products. Based on all information learned to that point, Spillman was identified as the clear and best option for the department. However, prior to beginning negotiations with Spillman, core team members conducted a site visit to Spillman's most recently added client in the area, the Garden Grove Police Department (GGPD). Team

members met with GGPD end users and administrators to gain their perspective on their experiences with the product and its implementation. Additionally, team members attended a Spillman user's group meeting of agencies in Los Angeles County, again to gather information. The information learned re-affirmed the group's decision to select Spillman Technologies.

SUMMARY/FISCAL IMPACT

In 2014, a draft purchase quote from Spillman Technologies indicated the initial cost of purchase of their system was $814,058. This included software, professional services to include training, project management and technical support during installation, third party costs including data conversion, miscellaneous pre-paid costs, shipping, and tax. Additional costs of $69,690 were identified by IT for purchase of hardware (servers) and server software licensing. This resulted in the estimated cost of $884,000 noted in the decision package of FY 14-15. It should be noted that the sales tax amount listed by Spillman in the 2014 quote was based on the sales price of hardware and software, so the amount of tax was listed as $50,338. However, only tangible items such as hardware are to be taxed. Had the project and contract been approved under that quote, that taxing error would have been discovered and the actual cost of the Spillman portion of the project would have been approximately $763,831.

The current cost quote from Spillman is a purchase price of $860,379 to reflect a similar lists of costs identified above. (Sales tax is correct in this quote.) There are additional costs for implementation outside of Spillman's scope of work. IT has determined that necessary hardware and licensing related to both backbone needs and operational changes will now cost approximately $91,476. Also, third party interfacing which was not necessary two years ago, will cost an additional $64,000.

Total Project Cost Differences

2014: $814,058 (Original Quote)	2016: $860,379	5.7% Increase
2014: $763,831 (Tax Change)	2016: $860,379	12.6% Increase

Cost increases between the two quotes are detailed below:

Software

2014: $532,340   2016: $598,882   12.5% Increase

Spillman software costs have changed over the past two years. Some modules have increased in price, although some have also decreased. In general, the costs of the records management and dispatching packages saw cost increases, while a significant decrease was realized in the mobile product, which is utilized in the field by officers. The primary cause for increased costs in software was the addition of several modules and functions that were not available or deemed necessary in 2014. These include modules designed to gather and

report crime statistics to the state and federal government as well as two modules designed for use by command staff and supervisors to monitor operations and officer activity in a live environment. Also, Spillman's web-based crime reporting program for citizens has been added and will replace a current third party system in use.

Professional Services

| 2014: $131,300 | 2016: $169,300 | 30% Increase |

Professional Services include project management, technical work and support for installation, training, and specialized services requested by the City. The costs have increased primarily due to some increased anticipated project management time. Since 2014 Spillman has identified the need for more time in the workload and more 'on-site' time for the assigned project manager. This expanded role is based on experiences of Spillman and their clients. Other Professional Services include specialized training for key City and department administrative and core personnel. In addition, the department has requested Spillman customize some data reports specific to the needs of Brea.

Third Party/Hardware

| 2014: $96,880 | 2016: $83,171 | 14.2% Increase |

The bulk of costs in this category are related to converting data from the legacy system to the Spillman system. Conversion of data will make the system far more efficient for end users than carrying old data in an outdated system no longer in use. The costs of data conversion have gone down since 2014.

Pre-Paid Services

| 2014: $3,200 | 2016: $8,500 | 165% Increase |

These services are for ongoing training for end users and system administrators after the system is placed in use. After the department has experienced the system in a 'live' format, additional follow-up training will be done to address end user questions or identify more efficiencies.

Other Costs:

Hardware

2014: $69,960   2016: $91,476   30.8% Increase

One of the benefits the Spillman product brings is the ability for the system to run on a very limited amount of support servers. Spillman requires only one primary server in contrast to the thirteen needed for Intergraph. While the reduced servers is a benefit, there are several reasons for the increased purchase cost of system related hardware. At the time of the 2014 quote, there was lifespan left in the computer workstations in the police communications center, police command offices, and the GIS workstation. By the time the Spillman system is fully implemented in 2018, the existing workstations will have over ten years of use on them. Their operating systems will not support a modernized software system such as Spillman. They must be replaced to accommodate a new system. Also, now that electronic citation writers are fully in use in the department, driver's license bar code reader devices were needed to maximize the effectiveness of the interface with the citation database.

Interfaces

2014: $0   2016: $64,000

When discussion first began on a replacement CAD/RMS software package, there were no known 3rd party interface requirements or necessities. Therefore, no costs for such interface work were identified. Since that time, two significant interface needs have surfaced. Both are related to data search engine capabilities for officers and investigators to access criminal data captured by other law enforcement agencies. COPLINK is a source for data gathered by all other Orange County agencies. NCIS LinX is the same for federal agencies as well as local law enforcement agencies around the United States. These are invaluable for the amount of data available, including arrest records, citations, and other identifying information useful for criminal investigations. A line item for after-hours technical support from Spillman is also included in this category at a cost of $3,500.

The $64,000 is considered a 'not to exceed' figure as one or both interfaces may cost considerably less or have no costs. The interface costs for COPLINK are under negotiation under the umbrella of the Integrated Law and Justice Agency for Orange County (ILJAOC), a JPA of which Brea is a member. NCIS LinX may come at no cost under a federal support program. That will not be known until later in the project.

Annual Maintenance Agreement

2014: $65,601   2016: $75,504   15% Increase

As stated, one of the driving factors for the City to select a new CAD/RMS provider was the high maintenance costs charged by the current provider, Intergraph. Currently, the City pays $130,719 annually for Intergraph software maintenance. This does not include costs associated with upgrades as they become available. The Intergraph business model requires clients to pay for all professional services and technical work each time the client wishes to upgrade. This could cost several hundred thousand dollars each time. Generally, new software versions are available every one to two years. This exorbitant cost is the primary reason the department is so many versions behind the latest available Intergraph software.

Spillman's business model is vastly different. In the second year after implementation, annual maintenance agreement costs for Spillman will be $75,504. (First year maintenance is included in the initial purchase price.) This represents a savings of $55,215 in the second year. Moreover, all upgrades to Spillman's software package are included within the maintenance costs. Using this model, Spillman encourages Departments to upgrade often, in order to stay current with system enhancements and features, while doing this at no cost to the City. This represents significant savings over time.

Spillman has agreed to cap any annual increases to the maintenance agreement costs at no more than 4% annually, starting in the third year after implementation through year 5. The maximum increase in that line item expense will be $3,020 each year, and provides some budgeting certainty through FY2022-23.

Total Cost and Funding

The total one-time cost for purchase and implementation of the Spillman Technologies CAD/RMS solution plus additional hardware and interface costs is $1,041,251. This figure includes a 2.5% contingency line item of $25,396 to be used for potential unexpected costs. The total is $157,251 more than the originally budgeted amount of $884,000, which is still available for the project. The Administrative Services Department-Finance Division has reviewed Fund 172, Public Safety Augmentation Fund which is designed only for public safety and determined that there is sufficient balance in that fund to take on the additional $157,251. It is also possible that funds from Fund 182, the Fixed Asset Replacement Program, could assume some of the additional costs by funding the computer workstation hardware.

Ongoing, Annual Costs

In addition to annual maintenance costs starting in the second year after implementation, there are other annual costs related to the CAD/RMS package. Within the Spillman product, there are two modules which are subscription-priced on an annual basis. Spillman Analytics provides crime analysis tools at a cost of $5,601 per year. Crime Monitor allows members of the public to access and customize crime data that interests them. That subscription costs $1,960 per year. Some of the department's third party interfaces require annual maintenance/subscription costs. These include the electronic citation system, Brazos, and the connection to NCIS LinX. The hardware being purchased for the project includes some ongoing maintenance costs. These include the data backup solution and GIS server software. Finally, $3,500 is estimated for annual after-hours technical support from Spillman. These ongoing costs, totaling $95,654 including the Spillman annual maintenance agreement, will be budgeted in subsequent budget years.

In conclusion, the recommendation to contract with Spillman Technologies for purchase and installation of a replacement CAD/RMS package for the Police Department is based in several areas.
First:

- This project will bring the latest technology in managing law enforcement operations and data management;
- It will provide enhancements in police dispatching and field operations;
- It will be faster and with more vibrant data flow;
- It will provide more accuracy and efficiencies in the police records management process;
- It will provide features for real time access to information for all police personnel and members of the public.
- This project will create long-term budget savings, both in ongoing and annual costs; and
- Will provide a certainty of continual system upgrades at no cost.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: John Burks, Police Captain
Concurrence: John Conklin, Chief of Police

Attachments

Decision Package
Request for Information
Cost Quote

DECISION PACKAGE

Department:	**Police**
Division:	**Administration**
Request:	**Solutions for the City's 911 Computer Aided Dispatch and Records Management System**

The City of Brea's current Public Safety software, "Intergraph," containing Computer Aided Dispatch (CAD), a Records Management System (RMS), and mobile products require a software version and hardware upgrade. The System was purchased in 2007, and is several versions behind. Some of the desired functionalities are not available or cannot be used with the current software version.

The System has also reached its end of life on 13 software supporting servers (hardware), as they are no longer supported by the manufacturer. Even if the warranty could be extended, the current hardware would not support the latest software version (9.3).

Based on current and future upgrade costs for Intergraph, as well as the ongoing costs of the software maintenance and hardware upgrades, staff thought it would be prudent to evaluate other options meeting the needs of the Brea Police Department, which could, perhaps, provide long-term savings.

After extensive evaluation by the Brea Police Department and the Information Technology (IT) Division staff, the following options are presented for consideration.

Option 1
Upgrade the existing Intergraph CAD/RMS System to a newer version, including upgrading System hardware. There are significant software and hardware integration costs (over $720,000) for this option, although it is not as costly as replacing the CAD/RMS System. Ongoing maintenance support, as well as future hardware replacement and software upgrades costs, however, create a considerable ongoing financial obligation for the City.

Option 2
Purchase a new CAD/RMS system. When staff selected Intergraph for its public safety CAD/RMS System seven years ago, it was after thorough evaluation of several CAD/RMS systems. A close second to Intergraph was Spillman Technologies, Inc. When it was recently decided to again evaluate other CAD/RMS solutions, staff started with Spillman. Spillman offers a new state-of-the-art system containing the ability to exchange data with other police agencies, as well as access data via iPads for detectives and management. Staff specifically identified Spillman as the best replacement option based on functionality, cost, overall operating costs and analysis of lower ongoing maintenance costs compared to Intergraph, West Covina, and Versaterm (some of the other major CAD/RMS vendors). Although the specific options have not been identified, staff anticipates Spillman migration costs to be approximately $884,000.

Spillman's system runs on 2-4 servers (compared to 13 for Intergraph), and includes an all inclusive cost friendly upgrade path, contrary to Intergraph. That alone will provide long-term cost savings for Brea. Additionally, staff estimates a savings of more than $700,000 over the next ten years with the reduced cost for maintenance fees, as compared to Intergraph.

DECISION PACKAGE

The Process

Staff will continue evaluating the proposed options. The Police Department and IT subcommittee, comprised of key staff members heavily impacted by this issue, meet regularly to determine the current and future Police Department needs. The subcommittee is currently defining specific needs of each of the respective Police Department divisions. All components of the new system will be designed to function cohesively.

Funding

Staff recommends using a combination of Fund 172 and Fund 182 (Fixed Asset Replacement Program) for a total estimated cost of $884,000. This project will be implemented in a phased approach into Fiscal Year 2014-15 and possibly 2015-16.

FY 2014-15 Fiscal Impact

		Fund/Dept/Program No	1X		Ongoing		Total
Salary/Benefits			$ 0	$	0	$	0
Services/Supplies			0		0		0
Capital Outlay		172/182 21 2141 XXXX	884,000		0		0
	Subtotal		$ 884,000	$	0	$	0
Offset			0		0		0
	Total		$ 884,000	$	0	$	0

March 23, 2016

REQUEST FOR INFORMATION

For

Computer Aided Dispatch, Records Management, and Mobile System

Thank you for considering the attached Request for Information

Submit Information to:

By mail:
City of Brea
Cliff Flaugher
1 Civic Center Circle
Brea, CA 92821

The City of Brea reserves the right to reject any or all information, to waive any informality in any information.

The Brea Police Department invites Spillman Technologies to submit a written proposal to provide CAD/RMS/Mobile System. The purpose of this Request for Information (RFI) is to solicit information from qualified vendors for Commercial off the Shelf (COTS) systems that meet Department requirements.

The Brea Police Department is seeking an integrated solution from a single vendor. By definition, an integrated package requires the entire application to be linked with uniform data entry, searches and navigation consistent throughout the system. The system must support the use of some centralized files to reduce and eliminate duplicate records and redundant data entry.

Provide five (5) references of agencies located in California that are currently using a system similar to the proposed solution. Include the following information:
- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Programs/modules in use

TIMETABLE

All responses to this RFI must be received no later than April 27th, 2016 at 5:00pm PST.

OPERATING ENVIRONMENT

The following tables provide the operating environment, the operating configuration, and the terminal requirements of the system. Use this information to determine the terminal, disk storage, and computer hardware capabilities.

Demographics:	
City of Brea Area	12.11 sq. miles
Population	42,397
Daytime Population	110,000
Patrol Operations:	
Actual Number of Sworn Members of the Department	62
Actual Number of Sworn Members in Patrol	32
Patrol Officers on Duty per Shift (incl. Supervisors)	6
Number of Police Units (includes all marked units)	32

Communications Operations:	
Number of Dispatch Positions	6
Number of Call Taker Positions	0
Number of Personnel in Communications	
Full-time	12
Part-time	7
Communications Supervisor	1
Average Daily Volumes:	
Incoming and Officer Initiated Calls	105
Fire Calls Only (Transferred to MetroNet)	12
Traffic Stops	12
Incoming E-911 Telephone Calls	45
Police RMS Workstations (Concurrent users up to 40)	85

Please complete the response document as described in the section below. Once your completed response is reviewed, based on the specific requirements, you may be invited to provide a demonstration of your product at which time we will be able to ask questions.

PRICING

After completing the requested compliancy code information, please provide a budget quote for the system proposed.

Budgetary Cost for System	Price
Budgetary Total CAD / RMS / Mobile / Jail Modules	
Budgetary Total for Required Modules	
Budgetary Total for Professional Services	
Budgetary Total for Recommend Hardware	
Budgetary Total for 24 x 7 Maintenance Support	
Budgetary Total for Estimated Appropriate Taxes	
Budgetary Grand Total	

All costs incurred in preparing this request, or costs incurred in any other manner, are wholly the responsibility of Spillman Technologies. All materials and documents submitted in response to this request become the property of the Brea Police Department and will not be returned. The Brea Police Department reserves the right to accept or reject any information in part, or in its entirety.

All data, documents, and other products used or developed during the project will remain the property of the Brea Police Department upon completion of the project. Any proprietary information contained in the proposal should be so indicated.

COMPLIANCY CODES

The following **Software Core Requirement Table** provides a list of the features and functionality necessary for the Brea Police Department. Please indicate in the appropriate column which of the following status codes best describes your product's ability to meet those needs based on the descriptions below.

A. Requirement is completely met by proposed system and can be demonstrated in the proposed software package.

B. Requirement will be provided by a future version release.

C. Requirement will be provided by proposed modifications to the base software package in the total price proposed.

D. Requirement will be provided by a standard option. The cost of these options must be provided in the cost section of the proposal.

E. Requirement will be provided by new custom software programming. The cost of the modification must be provided in the cost section of the proposal, with reference to the section and function within the quote.

F. Requirement will be met via an alternate approach. The approach proposed must be described fully.

G. Requirement will be met via user-defined reports using software provided with the proposed solution.

H. Requirement is not an option.

Response Document: Software Core Requirement Table

CAD Requirements	A	B	C	D	E	F	G	H	Comments
Do you have a Banner for PTT Radio and Unit Transmissions or something similar? (Motorola radio interface)									
Do we have the ability to force a call to be verified prior to closing it out? Or can we verify a call after the call is closed?									
Which commands are customizable and which aren't?									
Do you have canned reports for Unit History and Incident History? What do they look like?									
Can we obtain a copy of the CAD User's Manual?									
What do officer/unit recommendations look like and how are they set up? Closest unit? Beat? Is this customizable?									
How does messaging work? Dispatch to MDC, MDC to MDC. Dispatch to other terminals within the PD?									
Are the messages logged and retrievable by the dispatcher? Officer? Or does it have to be a supervisor who retrieves them?									
Can we log MDC messages into chronology of a call? Can we forward messages?									
Can we do group messages?									
Can we cross reference calls? Cancel and Duplicate?									
Do you have an INFO or Scratch Pad file we can enter information that can be viewed by all users? For Example, Gate Entry Codes, Lists of Schools, Personnel and ID's… etc.									
Are you able to explain how our mapping work on the CAD screens? Can we scan location maps as attachments into CAD for mobiles to view also? PDF?									
Reporting: Do you have reports that detail "Calls for Service" and "Response Times"?									

Response Document: Software Core Requirement Table									
CAD Requirements	A	B	C	D	E	F	G	H	Comments
Can we attach multiple hazards to one location?									
Common Places: How do you enter a common place location and additional information such as contacts or phone numbers and how does it look on the event entry screen? Who can view it?									
How do units display on the map if they don't have an MDC? For example Motors or DB units that are not equipped or if their MDC is not working?									
Are all comments/information entered by the dispatcher permanent in the call or can they be deleted after the fact?									
Do you have a reverse notification for pending calls and/or updates on calls?									
Are you able to demonstrate how the "PRIOR" command work?									

Response Document: Software Core Requirement Table

RMS Requirements	A	B	C	D	E	F	G	H	Comments
Ability to produce all required UCR reports, including Hate Crime and ARRC.									
Ability to produce UCR Audit report that displays errors and how each incident is reported, cleared or unfounded.									
Ability to export UCR report to Excel.									
Ability to run Part II crime and clearance reports.									
Ability to audit cases for reports unapproved or sitting at any level waiting approval, including supplemental reports.									
Ability to search and sort cases assigned to detectives.									
Has alarm permit/billing module.									
Ability to redact reports and restrict information, or provide third party product for same.									
Provides notifications when duplicate master name is created based on CDL, and ability to check duplicate names based on SSN and maiden names.									
Ability to search on any field with wildcard characters									
Can RMS reports can be started and finished on the mobiles.									
Can you properly handle change of custody for those who do not have all their RMS data converted.									
Ability to perform an RMS data conversion keeping the Chain of Custody info for non-dispo'd items intact.									
Are there limitations and options in formatting the barcode labels. We currently use a Zebre model S4M Can we decide the size of our label ex. 4"x3:									
Are there permissions and controls on evidence screens									
Can RMS reports be exported to excel, crystal report , etc.									

Response Document: Software Core Requirement Table

RMS Requirements	A	B	C	D	E	F	G	H	Comments
How are property rejections handled in the system									
Within Case Management is there a tracking option where we can put notes regarding the case, it tracks the type of action (we created codes), the officer ID, date time note was added, etc.									
Is there a report to find # of cases assigned to detective, closed, etc.									
Is there an audit report for # of cases submitted for approval or are sitting at any level waiting for approval									
Can individuals decide/restrict what returns they want to see									
Is there a report to find # of cases assigned to detective, closed, etc.									
Provide name search capability via: wild cards, soundex (first and last name - include description of soundex algorithm), phonetically, date of birth and age range, or any field or combination of fields.									
Provide the ability to attach/associate standard photograph and video formats, and related documents to an incident. A click on an icon/photo name should display the associated attachments.									
Ability to list property due for disposition review by date									
All property, whether stolen, recovered, found, destroyed, sold, surplused, impounded or held as evidence, must be tracked through this module.									
Automatically transfers all stolen and recovered property to UCR Processing									
Provides Chain of Evidence/Property transaction function for each item									
Ability to create evidence tags from evidence list.									
Is the RMS application browser or client based									

Response Document: Software Core Requirement Table

Mobile Requirements	A	B	C	D	E	F	G	H	Comments
Ability for user to define hot keys for various functions									
Ability to cut and paste responses from inquiries into different formats.									
Automatic updates on a call to officer in field as dispatcher updates call history									
Freeform CLETS inquiry									
Ability for officer to change status from laptop (e.g., put oneself out on car stop; assign oneself as follow officer)									
Provide monitor feature in the field that gives you calls holding and unit status.									
Support sticky key function									
Access to records management from the field									
Is the Mobile application browser or client based									
Must run on a Windows 7 machine using Verizon as a carrier									
Is the application 2-factor compliant									
Does the mobile device display updated GPS locations of all units									
When running a 968 does the system query local names file									
When in route to a call and dispatch send an update, does the mobile hold that info in a que and not clear the screen									
Ability to cut and paste info from one screen to another									
Ability to run information (such as a name, location, or vehicle) from a return									
Voice activated commands									
Run a query in ELETE / Visions from inside the application									
Does the messaging feature display ongoing conversation or only the most recent message									
In call hyperlinks to recognized names, locations, vehicles, etc.									

Response Document: Software Core Requirement Table

Mobile Requirements	A	B	C	D	E	F	G	H	Comments
JMS tie into to a call. For example if I run a 968 on someone and then arrest them, can that info be transferred into JMS									
Tablet compatibility									
FIELD BASE REPORTING !!!!!!!!									
Change how calls are displayed: some type of constant feed of updates (rather than individual messages for each update) AND not having dispatched calls clear the MDC screen									
Better integration between the mobile and RMS systems – ability to open reports, photos, etc. with a hyperlink									
Integration with FI/ticket-writing devices									
Better integration with Vision and Cal Photo (if possible)									
More simplified or streamlined version of printed reports									
Better permissions – officers would like the ability to alter or delete things once they've been entered (currently only records and supervisors have this ability).									
Improved Maps, GPS, and Routing. Make it more google map like									
Display info on calls in a simple and easy to use format. All call related info at the top and a continuous stream of narrative / updates after that									
Better integration between the mobile and RMS systems – ability to open reports, photos, etc. with a hyperlink									
Integration with FI/ticket-writing devices									
Better integration with Vision and Cal Photo (if possible)									
More simplified or streamlined version of printed reports									

Response Document: Software Core Requirement Table									
Mobile Requirements	A	B	C	D	E	F	G	H	Comments
Better permissions – officers would like the ability to alter or delete things once they've been entered (currently only records and supervisors have this ability).									
Is the full RMS client thin enough to run on the mobile devices without using terminal services.									

Response Document: Software Core Requirement Table

Crime Analyst Requirements	A	B	C	D	E	F	G	H	Comments
Ability to capture crime analysis coding - premise type, method, point of entry, point of exit, weapon/device involved, motive, property, estimated loss, extend of injuries, and recovered property									
Ability to conduct a crime distribution analysis by area/beat, reporting district, time/date and day of week, frequency of occurrence, type of location (residential, auto, business), current period vs. previous period, current period vs. historical period, percentage of total crimes for period or percentage change from prior periods (trends)									
Ability to create temporary data subset files for inquiries and manipulation									
Map geo-validation to extend for a certain range outside the city for the times our officers drive out of city for arrests/stops/etc.									
Ability to perform searches across all master name files for a given set of MO or input criteria									
Ability to present crime distribution statistics in graphical format, bar graphs, pie charts, or line graphs									
Ability to query crime activity between a user defined range of hours, over a user - defined historical period, by area/beat, by reporting district, by type of crime, location/address range, date, time of day, day of week, property type or MO									
Ability to schedule and automatically generate daily, weekly, monthly, annually, and user defined date range reports based on the predetermined schedule									
Ability to search for an incident number using the date the offense was reported									

Response Document: Software Core Requirement Table

Crime Analyst Requirements	A	B	C	D	E	F	G	H	Comments
Ability to track special registrants, parole and probation									
Automatic conversion of date to day of week									
The ability to create and modify our own tables									
The ability to designate entry fields as mandatory or obsolete									
Pin mapping/Dashboards based on 'split time' rather than the time a crime was reported									
Database searched that are exportable directly to excel or xml									
Response time reports that provide an "Emergency," Priority One, Priority Two, Priority Three, etc. average of ALL CALLS by date parameters									
Ability to serially search narrative "on screen" with multiple keywords and wildcards									
Schedule and launch system reports									
Ability to capture crime analysis coding - premise type, method, point of entry, point of exit, weapon/device involved, motive, property, estimated loss, extend of injuries, and recovered property									
Ability to conduct a crime distribution analysis by area/beat, reporting district, time/date and day of week, frequency of occurrence, type of location (residential, auto, business), current period vs. previous period, current period vs. historical period, percentage of total crimes for period or percentage change from prior periods (trends)									
Ability to create temporary data subset files for inquiries and manipulation									
Map geo-validation to extend for a certain range outside the city for the times our officers drive out of city for arrests/stops/etc.									

Response Document: Software Core Requirement Table

Crime Analyst Requirements	A	B	C	D	E	F	G	H	Comments
Ability to perform searches across all master name files for a given set of MO or input criteria									
Ability to present crime distribution statistics in graphical format, bar graphs, pie charts, or line graphs									
Ability to query crime activity between a user defined range of hours, over a user - defined historical period, by area/beat, by reporting district, by type of crime, location/address range, date, time of day, day of week, property type or MO									
Ability to schedule and automatically generate daily, weekly, monthly, annually, and user defined date range reports based on the predetermined schedule									
Ability to search for an incident number using the date the offense was reported									
Ability to track special registrants, parole and probation									
Automatic conversion of date to day of week									
The ability to create and modify our own tables									
The ability to designate entry fields as mandatory or obsolete									
Pin mapping/Dashboards based on 'split time' rather than the time a crime was reported									
Database searched that are exportable directly to excel or xml									
Response time reports that provide an "Emergency," Priority One, Priority Two, Priority Three, etc. average of ALL CALLS by date parameters									
Ability to serially search narrative "on screen" with multiple keywords and wildcards									
Schedule and launch system reports									

Response Document: Software Core Requirement Table									
System Security Requirements	A	B	C	D	E	F	G	H	Comments
Provide user security at the following levels: application/subsystem, screen/transaction, record, field									
Maintain the following user security information and audit trail: user id, user name, security level, last inquiry, update, or delete - date, time, user initials, transactions, printing (date/time/quantity).									
Ability to log terminal to terminal, terminal to vehicle and vehicle to vehicle messaging.									
Ability to log CLETS inquiries.									
Ability to maintain log of deactivated user Ids and prevent using deactivated user Ids when adding new information.									
Ability to lock a record once it has been approved.									
The audit facility allows for on-line retrieval of user activity or text messaging by a start date/time and end date/time, terminal ID or operator ID. The information in an audit log should be able to be extracted to a file.									
Ability to use Active Directory as system authentication.									
System must support 2 factor authentication									
Must comply with and stay current with all County, State, and Federal requirements and mandates.									
Username and password data must be encrypted.									
Does the CAD/RMS/Mobile solution use one security database across all platforms									

Response Document: Software Core Requirement Table

Required Interfaces Requirements	A	B	C	D	E	F	G	H	Comments
AVL Interface									
Existing city ESRI GIS System									
CLETS/NCIC (OCMS)									
E911 Interface (Plant Equipment).									
Call alert system (GenWatch)									
Net Clock									
Livescan interface (Identix/L1)									
State Automated Systems/DMV									
Coplink									
Coplogic									
Brazos									
Orange County Automated Booking System									
Bair analytics									
Predpol									

Response Document: Software Core Requirement Table

Other Questions	A	B	C	D	E	F	G	H	Comments
Is the software developed to run using either a Windows-based, UNIX-based, or Linux-based operating system?									
Does your company currently have an Interface into the OC message switch									
Are you able to provide examples of UCR reports, and 28's & 29's returns									
Are you able to provide detailed information regarding on-going software upgrade costs, including licensing, integration fees, training, re-writing of any interface, etc.									
Are you able to provide in the agreement a statement, stating that on the date of go-live Brea will be on the most current production version of all modules and products purchased through your company.									
Is there a browser based Cad status monitor									
Is there a mobile tracker, for tracking speed and route of mobile units									

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

Spillman Advantages

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees.

- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and free enhancements.

- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem).

Spillman Flex - Linux Installation - Most Current Version

Server Hardware - Not Included

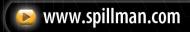### Estimated Price

Software:	598,882
Professional Services:	169,300
3rd Party Hardware:	83,171
Prepaid Services:	8,500
Shipping	50
Taxes:	476
Total:	**$860,379**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

Integrated Hub	Host Only	Software
Integrated Hub - Names, Vehicles, Property, Wanted Persons, Message Center		62,124
Sentryx GIS (Geobase)		0
Hub Total:		**$62,124**

Records Management	Host Only	Software
Cal-Photo Interface		9,651
Evidence Barcode and Auditing		5,741
Evidence Management		11,481
Law Records		38,265
Licenses and Permits		9,567
Pawned Property		5,741
Pin Mapping		11,481
Traffic		11,481
Offender Tracking		11,481
Records Total:		**$114,889**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

Computer-Aided Dispatch	Host Only	3rd Party	Software
Alarm Tracking & Billing		0	11,481
CAD		0	38,265
CAD Mapping		0	21,134
E-911 Interface		0	5,741
CAD Total:			**$76,621**

Mobile	Host Only	Software
Brazos XML Interface		14,620
Driver License Scanning		5,741
Mobile AVL and Mapping		14,620
Mobile Incident Offense National Form		19,134
Mobile Records		14,620
Mobile State & National Queries		14,620
Mobile Voiceless Dispatch		14,620
Spillman Touch		19,134
Mobile Arrest Form		14,620
Mobile Total:		**$131,729**

Corrections	Host Only	Software
Non-custodial Arrest		22,961
Live-Scan Fingerprinting		14,620
Corrections Total:		**$37,581**

Imaging	Host Only	Software
Imaging		19,134
Imaging Total:		**$19,134**

State Specific Products	Host Only	Software
UCR - State Specific		22,961
State Link		22,961
State Specific Total:		**$45,922**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number: QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By: Ryan Montgomery

Other	Host Only	Software
Data Warehouse Interface - CopLink		5,741
Data Warehouse Interface -Linx -		9,280
Other Total:		**$15,021**

Crime Analysis	Host Only	Software
CompStat Management Dashboard		40,600
CAD Management Dashboard		17,400
Iris (On-line citizen reporting)		10,000
Command Staff Productivity		20,300
Crime Analysis Total:		**$88,300**

Subscription Software	Host Only	Software
Spillman Analytics - 1 Year	Yes	5,601
CrimeMonitor - 1 Year	Yes	1,960
Command Solutions Total:		**$7,561**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

Hardware/3rd Party Products	Host Only	Price
PortServer TS 2 P MEI		425
Cisco 891		950
Data Conversion		77,225
Barcode Equipment Bundle		4,571
Includes:		
Datalogic Memor Scanner – Part # 944250005 Datalogic Cradle – Part # 94A151111 Datalogic Gryphon USB Scanner – Part # GD4330 Zebra GK420t Thermal Transfer Printer - Part # GK42-102210-000 2.5" x 1.5" Thermal transfer polyester label. 1.5" inner core, 4.37" outer diameter		
Hardware/3rd Party Total		**$83,171**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

Professional Services	Price
• Spillman anticipates your Project Manager will provide up to 854 hours and be on-site approximately 7 time(s).	
• Spillman anticipates your Installation Technician will provide up to 432 hours and be on-site approximately 2 time(s).	
• Spillman anticipates your Trainer(s) will provide up to 500 hours and be on-site approximately 21 time(s).	
• Additional Service Hours for Custom Report Building	
• System Admin Training	
• Follow Up Go Live Training	
• Project Team Training	
• CAD Admin Training	
• Geobase Admin Training	
• Pre-Implementation Meeting Project Management	
• Project Team Training Project Management	
• Go Live Project Management	
• CAD Go Live Training	
• RMS Go Live Training	
Professional Services Total:	**$169,300**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

Prepaid Services	Quantity	Price
Users Conference Attendees		0
Prepaid Training Weeks	1	8,500
Years of Prepaid Maintenance	0	0
Prepaid Services Total:		**$8,500**

Payment Terms	Percent	Amount
Payment Upon Installation of State Link, State-Specific IBR/UCR, and LiveScan, as applicable	0	53,332
Payment Upon Contract Signing	30	242,114
Payment Upon Project Kickoff Meeting and Delivery of Project Plan	10	80,705
Payment Upon Server Delivery with Core Software System Installed	10	80,705
Payment Upon Completion of Project Team Training	10	80,705
Payment Upon Completion of End User Training	10	80,705
Payment Upon Completion of Go-Live Assistance	30	242,113
Payment Upon Installation of Custom Software	0	0
Payment Terms Total:	**100%**	**$860,379**

2nd-year Maintenance (estimated)	Price
• 2nd-year maintenance charges will begin 12 months from the go-live date.	
• Future maintenance is estimated for your planning purposes and is not included in this purchase.	
2nd-year Maintenance Total:	**$75,504**

Exhibit B: Purchased Products and Services

Brea Police Department

Price Estimate Date:	September 26, 2016	Estimate Number:	QUO-10610-D0P0P0
Expiration Date:	December 31, 2016	Prepared By:	Ryan Montgomery

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Brea Police Department

_____   _____
Customer Name   Authorized Signature

_____   _____
Date   Print Name and Title

City of Brea

FINANCE COMMITTEE COMMUNICATION

<u>**TO:**</u>   Finance Committee Members

<u>**FROM:**</u>   City Manager

<u>**DATE:**</u>   10/11/2016

<u>**SUBJECT:**</u> Professional Services Agreement with Willdan Engineering for the Design of Emergency Changeable Message Signs (Project 7704)

RECOMMENDATION

Approve Professional Services Agreement with Willdan Engineering for the design of Emergency Changeable Message Signs (Project 7704).

BACKGROUND/DISCUSSION

The design of Emergency Changeable Message Signs (Project 7704) was approved in this year's Capital Improvement Program (CIP) budget. Project 7704 will install changeable message signs that can be activated to notify drivers of Carbon Canyon Road closures. Signs will be placed strategically so drivers can alter their travel route when Carbon Canyon is closed. Project 7704 will include main coordination with Caltrans District 12 and the City of Chino Hills and Caltrans District 8 since one of the proposed signs is located in the City of Chino Hills within Caltrans District 8 Right-of-Way. The proposed sign locations are as follows:

- Southside of Imperial Highway near Saturn Street (Caltrans District 12 jurisdiction)
- Eastside of Valencia Boulevard north of Birch Street (Caltrans District 12 jurisdiction)
- Southside of Lambert Road east of Sunflower Street (Brea jurisdiction)
- Southside of Lambert Road east of Associated Road (Brea jurisdiction)
- Northside of Carbon Canyon Road west of Chino Hills Parkway (Chino Hills/Caltrans District 8 jurisdiction)

All of the Changeable Message Signs will be maintained and operated by Caltrans.

To construct Project 7704, the first step is to prepare design plans for the proposed improvements. Staff initially contacted the as-needed engineering design firms currently under contract to solicit proposals for the work. However, none of the firms contacted possessed the experience for this type of traffic improvement work. Staff then contacted other possible firms with expertise and experience in this area with minimal response. Therefore, since the City currently has a contract with Willdan Engineering for Traffic Engineering Services, and since the City's contract Traffic Engineer from Willdan had already done much of the preliminary research on Project 7704, staff solicited a proposal from Willdan.

Willdan's proposal was reviewed by staff for completeness, relevant design experience, understanding of the scope of work, qualifications of the proposed project team, work schedule and cost effectiveness. Staff has negotiated with Willdan the proposed scope and fees and recommends that a Professional Services Agreement (PSA) for the design and construction engineering support of Project 7704 be approved in the not-to-exceed amount of $42,037. If approved, Willdan is prepared to start design immediately following issuance of a Notice to Proceed. Preliminary Plans, Specifications, and Estimate (PS&E) can be completed for review within eight weeks of Notice to Proceed. Final PS&E can be completed within two weeks of receipt of City/Caltrans comments.

SUMMARY/FISCAL IMPACT

Total funding for Project 7704 in the amount of $412,000 was approved by the City Council: $23,000 in FY 15/16 for design, and $389,000 approved in FY 16-17 for design, construction, and construction engineering. Funding sources include $377,000 in Traffic Impact fees (Fund 540) and $35,000 in Gas Tax funds (Fund 220). Therefore, there will be no impact to the General Fund.

Project 7704 is a priority project within the CIP which will provide changeable message signs within the City and along State Route 142 (Carbon Canyon) which will assist drivers, and maintenance and emergency staff during road closure events within Carbon Canyon. The PSA with Willdan to complete the design of Project 7704 is the next step to deliver this important component of emergency preparedness. Therefore, staff recommends approving the PSA with Willdan in the not-to-exceed amount of $42,037.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Gillian Lobo, Senior Management Analyst
Concurrence: Raul Lising, Assistant City Engineer, P.E.

Attachments

Proposal
Agreement

August 10, 2016

Mr. Steve Kooyman, PE
City Engineer
City of Brea, Public Works Department
1 Civic & Cultural Center
Brea, CA 92821

Subject: Proposal to Provide Professional Engineering Services for the Design of the
            Emergency Changeable Message Sign (CMS) Project – Project 7704

Dear Mr. Kooyman:

Willdan Engineering is pleased to submit this proposal to provide professional engineering
design services for the preparation of plans, specifications and estimates (PS&E) for
emergency changeable message sign (CMS) project (Project 7704). The City's objective is
to install five (5) signs on strategic locations to notify drivers of Carbon Canyon Closures.
The project will include coordination with Caltrans District 12, City of Chino Hills and District
8 due to the proposed signed locations:

- Imperial Highway near Saturn Street (Caltrans jurisdiction)
- Valencia Boulevard north of Birch Street (Caltrans jurisdiction)
- Lambert Road East of Sunflower Street (Brea jurisdiction)
- Lambert Road east of Associated Road (Brea jurisdiction)
- Carbon Canyon Road (Chino Hills jurisdiction)

The sign messages will be controlled and maintained by Caltrans as part of their state
highway (SR-142) system and that each CMS will be linked to Caltrans' Traffic
Management Center (TMC). It is our understanding that this will be done through wireless
communications between the CMS and the TMC. Since the City of Chino Hills is located in
San Bernardino County, coordination with District 8 will also be necessary. However, since
the majority of the CMS signs will be under District 12 jurisdiction, it is anticipated that any
system coordination or integration between District 12 and District 8 will be coordinated
between the two District agencies. We understand the project equipment will be provided
by Caltrans for Contractor installation, but the Project will be implemented by the City of
Brea.

The following is our proposed scope of work, schedule and fee:

SCOPE OF WORK

1.   Meet with the City staff to review specific CMS specifications and construction
       requirements. Obtain record drawings of striping plans, utility plans, roadway plans,
       etc.

2. Meet with Caltrans District 12 to establish preliminary location, design guidelines and current CMS standards.

3. Conduct a field investigation to verify existing topographic conditions and identify unusual or special conditions, if any.

4. Provide utility coordination, including notices to all utility companies in accordance with City's procedures. All documentation of contacts and responses will be copied to the City. Willdan will prepare utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan can transmit these notices under Willdan's letterhead; however, the City shall be responsible for any fees assessed to Willdan by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan's Utility Coordinator.

5. Prepare a title sheet using the City's title block including location map and general notes.

6. Prepare up to three (3) CMS sign plans at a scale of 1" = 40' using AutoCAD 2014. The plans will include but is not limited to sign layout details, sign location, conduit, pull boxes, wiring, TMC communication and feed point location.

7. Coordinate on behalf of the City with Caltrans District 12 to acquire the encroachment permit. Willdan will submit to Caltrans the encroachment permit package including the six (6) plan sets. Willdan will incorporate the comments provided by Caltrans permit staff and resubmit to acquire the Caltrans encroachment permit. We do not anticipate the preparation of a fact sheet or Permit Engineering Evaluation Report (PEER) being required for this project and it has been excluded from this scope of work.

8. Prepare City project specifications and cost estimates for construction of the traffic signal improvements.

9. Submit 90% and 100% PS&E to the City for review and comment.

10. Upon receipt of final comments, make final revisions and submit final plans plotted on mylar for City advertisement and bidding.

Construction Engineering

1. Provide assistance during advertisement and bidding.

2. Attend the pre-construction meeting and respond to requests for information (RFI) regarding the construction documents.

3.   Assist the City in reviewing and responding to RFI's and in issuing contract change orders during construction. Assistance with change orders regarding any omissions or conflicts in the design will be provided at no charge to the City.

4.   Assist the City during construction including attending other field meetings with the contractor and City inspector.

5.   Provide record drawings based on red lines provided to us the field inspector and as documented by the contractor.

SCHEDULE

We estimate that preliminary PS&E can be completed for review within 8 weeks from a Notice-to-Proceed. Final PS&E can be completed within 2 weeks of receipt of City/Caltrans comments.

FEE

Our proposed time-and-materials, not-to-exceed fee to provide the above professional engineering design services is **$42,037.**

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by email.

Willdan sincerely appreciates this opportunity to be of continuing service to the City of Brea. Should you have any questions or require additional information regarding this proposal, please me at (562) 368-4848 or via e-mail at vmunoz@willdan.com.

Respectfully submitted,   Approval and Authorization to Proceed By:

WILLDAN ENGINEERING   CITY OF BREA

Vanessa Muñoz, PE, TE, PTOE
Deputy Director of Engineering   Signature

                                                         Date

91005/06-160/P16-039R1_12349

CITY OF BREA
EMERGENCY CHANGEABLE MESSAGE SIGN (CMS) PROJECT (PROJECT 7704)
FEE SCHEDULE
Wednesday, August 10, 2016

SUMMARY TASK	WILLDAN						Estimated Hours	Expenses	Estimates Cost
	Deputy Director	Senior Design Manager	Senior Engineer II	Assistant Engineer III	Utility Coordinator	Administrative Assistant II			
	$200	$156	$154	$125	$138	$83			
Plans, Specifications and Estimate									
Project Management	5.0	8.0					13.0	$ 50.00	$ 2,298.00
Utility Coordination					20.0	1.0	21.0		$ 2,843.00
CMS Sign Plans	3.0	35.0	20.0	25.0			83.0	$ 50.00	$ 12,315.00
Specifications	2.0	11.0	2.0			5.0	20.0		$ 2,839.00
Construction Estimate	1.0	3.0		3.0		1.0	8.0		$ 1,126.00
Encroachment Permit Process & Coordination Meetings	12.0	66.0		25.0		5.0	108.0	$ 350.00	$ 16,586.00
Subtotal	23.0	123.0	22.0	53.0	20.0	12.0	253.0	$ 450.00	$ 38,007.00
Engineering During Construction									
Pre-construction Meeting	4.0						4.0		$ 800.00
RFI's		4.0	4.0				8.0		$ 1,240.00
Materials Submittal Review		4.0	4.0				8.0		$ 1,240.00
Record Drawings				6.0			6.0		$ 750.00
Subtotal	4.0	8.0	8.0	6.0	0.0	0.0	26.0	$ -	$ 4,030.00
TOTAL	27.0	131.0	30.0	59.0	20.0	12.0	279.0	$ 450.00	$ 42,037.00

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this __18th__ day of __October__,

2016, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and

WILLDAN Engineering (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i)   CONSULTANT has submitted its proposal for the performance of professional

services for **Design of the Emergency Changeable Message Sign (CMS) Project 7704**

("Project" hereafter), a full, true and correct copy of which proposal is attached hereto as Exhibit

"A" and by this reference made a part hereof.

(ii)   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 in preparation of Project.

(iii)   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: The preparation of **Design of the Emergency Changeable Message**

Sign (CMS) Project 7704 described in Exhibit "A" hereto including, but not limited to, the

preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing,

of such plans, maps, surveys, reports and documents to CITY as required and attendance at any

and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) <u>Services</u>: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) <u>Completion of Project</u>: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the acceptance of **Design of the Emergency Changeable Message Sign (CMS) Project 7704** as set forth in Exhibit "A" hereto.

2.   <u>CONSULTANT agrees as follows</u>:

(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, surveys, 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 sum of Forty Two Thousand Thirty Seven Dollars ($42,037.00) for the performance of the services required hereunder, plus a contingency of Zero Dollars ($0.00). 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 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 the amount set forth in Section 3 (a).

(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 "B" 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 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.

5.   Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c)   CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked

documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

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
Steve Kooyman PE	Vanessa Munoz, PE, TE, PTOE
City Engineer	Deputy Director of Engineering
1 Civic Center Circle	13191 Crossroads Pkwy North Suite 405
Brea, CA 92821	Industry, CA 91746-3443

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) Workers 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.

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

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least Two Million Dollars ($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, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(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) $1,000,000 (One Million Dollars) for bodily injury or death;

(ii) $1,000,000 (One 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.

(iv) Not less than two million dollars aggregate.

(c) The policies of insurance required in subsections (1) and (2) 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.   Indemnity for Design Professional Services.

9.1   In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2   Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10.   Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by 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 Zero 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: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees,

except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

13.   Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14.   Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation 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 the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and

year first set forth above:

CONSULTANT

_____ President

_____, Sr. Vice President
(two signatures required if corporation)

CITY

_____
Mayor

ATTEST: _____
City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: City Manager

DATE: 10/11/2016

SUBJECT: Additional Appropriation for The Brea Mall Bus Shelter Improvements, Project 7924

RECOMMENDATION

Adopt Resolution.

BACKGROUND/DISCUSSION

In 2014, the City of Brea was awarded a $30,000 grant administered by the Orange County Transportation Authority (OCTA) as part of a Measure M2 Program including Project W Safe Transit Stops. The program provides funding for passenger amenities at the 100 busiest bus stops in Orange County, determined by average weekday passenger boardings. The Brea Mall bus stop, at the Mall Ring Road (fronting Red Lobster Restaurant), was determined to be the 14 th busiest bus stop in Orange County area.

The Brea Mall Bus Shelter Improvements Project 7924 (Project) is broken down into two components. The first component is the procurement of the two (2) bus shelters. The second component is the installation of the bus shelters which include the assembly and erection of the bus shelters; removal and replacement of the concrete improvements, and installation of electrical conduits and lighting fixtures. Lighting was not originally included in the shelter. However, in order to comply with the Americans with Disabilities Act (ADA), the ADA loading area must be illuminated. In addition, the existing concrete benches and trash receptacles will be rearranged to fit within the new bus shelters' location. The bus shelters were purchased in the amount of $42,687 and delivered to the City Maintenance Yard on September 23, 2016.

On July 5, 2016, the City Council approved the agreement between the City and Brea Mall to install these bus shelters. Since then, staff requested a quote from a contractor (the same contractor who built the War Memorial at City Hall) and their quote was $77,000. Staff's estimate was approximately $20,000. In early September, four (4) small reputable contractors were contacted to bid on the Project. On September 21, 2016, one bid was received in the amount of $24,970 from Minco Construction (Minco). The other three (3) contractors didn't bid because they were busy and/or missed the bid due date. One of the contractors that staff contacted provided a verbal quote of approximately $25,000. Since Minco's bid is still slightly lower and has performed satisfactorily on our current maintenance contract, staff recommends Minco to perform the work. Minco is currently under contract with the City through the maintenance annual concrete replacement program. For any contract amount less than $175,000, the Director of Public Works is authorized to execute a contract

with Minco as part of the City's adopted bid process. However, due to the changes in original scope (addition of electrical improvements) and current reflection of construction environment, the total estimated expenditures to complete this Project would exceed the current budget by approximately $21,000. In order to fully fund this Project, Staff is requesting that the City Council adopt a resolution to increase the Project budget by $21,000.

If adopted, Minco could begin the installation of the bus shelters on October 24, 2016, and complete the work by November 11, 2016. This meets Brea Mall's construction deadline of November 15, 2016, to avoid conflicting with the upcoming holiday season.

SUMMARY/FISCAL IMPACT

The amount budgeted for this Project is $52,500. Sources of funds are from OCTA's Project W (Safe Transit Stop Program) and Fixed Asset Replacement Program (Fund 182) in the amounts of $30,000 and $22,500 respectively. Below is the breakdown of Project costs.

Staff Costs to Date	$700
Bus Shelters Cost (2 total)	$42,687
Bid to Install Bus Shelters	$24,970
Inspections and Contingency	$5,000
Total Estimated Project Cost	**$73,357**
Budget	**$52,500**
Shortfall	**$20,857** **Round off to $21,000**

Based on the Project costs summary above, staff is requesting additional funding to be appropriated to the Project by Resolution in the amount of $21,000 from Fund 182 to cover the shortfall in funding (See attached Resolution). Currently, we have a projected surplus in the Police Department Remodel CIP Project 7930 in the amount of $63,000. These funds can be utilized to fund the Project shortfall. Therefore, there will be no additional increase to the overall budget for Fund 182 in FY 2016-17 and no impact to the General Fund. Adopting the Resolution to appropriate the additional funds for the Project will allow the work to be completed with the installation of two (2) bus shelters at the Brea Mall Ring Road.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Raul Y. Lising, P.E., Assistant City Engineer
Concurrence: Steve Kooyman, P.E.,City Engineer

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2016-17 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE FIXED ASSET REPLACEMENT FUND (182) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7924, BREA MALL BUS STOP IMPROVEMENTS

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 Fund (182), to the Capital Improvement Program Fund (510), for Project 7924 for the fiscal year 2016-17.

(ii) The Capital Improvement Program Budget, Resolution No. 2016-049, 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. 2016-049, as heretofore amended, be further amended to:

1.   Reduce funding from the Fixed Asset Replacement Fund (182) to the Capital Improvement Program Fund (510) for Project 7930, Police Department Locker Remodel by $21,000; and

2.   Increase funding from the Fixed Asset Replacement Fund (182) to the Capital Improvement Program Fund (510) for Project 7924, Brea Mall Bus Stop Improvements by $21,000; and

3.   De-obligate $21,000 in funding previously appropriated to the Capital Improvement Program Fund (510), allocated for Project 7930, Police Department Locker Remodel; and

4.	Appropriate an additional $21,000 to the Capital Improvement Program Fund (510) for Project 7924, Brea Mall Bus Stop Improvements.

APPROVED AND ADOPTED this 18th day of October, 2016.

_____
	Mayor

ATTEST:_____
	City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 18th day of October, 2016, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

_____
	City Clerk