



**City Council, Successor Agency to the  
Brea Redevelopment Agency, Brea Arts  
Corporation, Brea Public Financing Authority,  
and Industrial Development Authority  
Commission Agenda**

**Tuesday, December 15, 2020**

6:30 p.m. - Study Session  
7:00 p.m. - General Session

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**Marty Simonoff**, Mayor

**Steven Vargas**, Mayor Pro Tem

**Cecilia Hupp**, Council Member

**Christine Marick**, Council Member

**Glenn Parker**, Council Member

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

**Procedures for Addressing the Council**

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

Written comments may be sent to the City Clerk's Office at [cityclerksgroup@cityofbrea.net](mailto:cityclerksgroup@cityofbrea.net) no later than 2:00 p.m. on Tuesday, December 15, 2020. Any comments received via email will be summarized aloud into the record at the meeting. **The Council Chambers will be closed to the public.** To provide comments by teleconference (zoom), members of the public must contact City Staff at (714) 990-7756 or [cityclerksgroup@cityofbrea.net](mailto:cityclerksgroup@cityofbrea.net) no later than 2:00 p.m. on Tuesday, December 15, 2020 to obtain the Zoom Meeting ID number and password. Teleconference attendees will participate via audio only and will be muted until recognized at the appropriate time by the Council - video display will be disabled. The meeting will also be broadcast live at [www.cityofbrea.net](http://www.cityofbrea.net).

**Special Accommodations**

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

**Important Notice**

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

**STUDY SESSION**  
**6:30 p.m. - Council Chamber**  
**Plaza Level**

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

1.        **Public Comment**
2.        **Clarify Regular Meeting Topics**

**DISCUSSION ITEMS**

3.        **2021 Brea Legislative Platform**
4.        **Council Voting Process**

**REPORT**

5.        **Council Member Report/Requests**

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

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

6.        **Pledge of Allegiance: Junior Girl Scout Troop 5002**
7.        **Invocation: Dan Cook, The Lighthouse Church**
8.        **Presentation: Orange County Supervisor Doug Chaffee's Fourth District Kindness Award presented to Doug Green**
9.        **Presentation: Senior Center Donation, Dwight Manley**
10.       **Report - Prior Study Session**
11.       **Community Announcements**

**12. Matters from the Audience**

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**13. Response to Public Inquiries - Mayor / City Manager**

**NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION RESULTS**

**14. Results and Certification of the November 3, 2020 General Municipal Election** - Adopt Resolution No. 2020-068, establishing the Ballot Count and declaring the results of the November 3, 2020 General Municipal Election. The County has not yet invoiced for election costs, however funds have been allocated in the FY 2020/21 Budget.

**1. Oath of Office**

**2. Presentation to Outgoing Mayor**

**COUNCIL / AGENCY / AUTHORITY / CORPORATION / COMMISSION REORGANIZATION**

**15. Election of Mayor/Chair and Introductions**

**16. Election of Mayor Pro Tem/Vice Chair, Reseating and Introductions**

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

**17. Commissioner Appointment Procedures** - Adopt Ordinance No. 1219, an Ordinance of the City of Council of the City of Brea regarding Commissioner appointment procedures and amending the Brea City Code and declaring the urgency thereof.

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

**CITY COUNCIL - CONSENT**

**18. December 1, 2020 City Council Regular Meeting Minutes** - Approve.

19. **Accela Land Management Permitting System Five (5) Year Contract Renewal** - Authorize and approve Amendment No.1, a five-year renewal for a professional services agreement (PSA) with Accela Inc. a Land Use Management software system in the amounts set forth for the respective fiscal years: \$57,947.40 in 2020-21, 2021-22, and 2022-23, \$59,685.82 in 2023-24, and \$61,476.40 in 2024-2025, totaling \$295,004.42. The Accela Inc. renewal contract amounts are included in the annual budgets for Community Development under the Building & Safety Division.
20. **Resolution Authorizing Submittal of Application for Beverage Container Recycling City/County Payment Programs and Related Authorizations** - Adopt Resolution No. 2020-069, authorizing the submittal of application for beverage container recycling City/County payment programs and related authorizations.
21. **Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with Hardy & Harper, Inc. for the Imperial Highway/Berry Street Intersection Improvements, CIP No. 7278 ("Project")** - Approve the Plans and Specifications; receive bids; adopt Resolution No. 2020-070 to transfer funding of \$260,000 from the Traffic Impact Fee Fund (Fund 540) from CIP No. 7276 to CIP No. 7278 ("Project"); award Contract to the lowest responsive and responsible bidder, Hardy & Harper, Inc., in the amount of \$565,000; and authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price. There is no impact to the General Fund.
22. **Award the Purchase of a Pre-engineered Pedestrian Bridge for Birch Hills Golf Course to TrueNorth Steel** - Award the purchase of a pre-engineered pedestrian bridge for Birch Hills Golf Course to TrueNorth Steel in the amount of \$46,744.11; and authorize the City Engineer to issue change orders up to 10% of the contract price for required fabrication design changes. The Project budget to replace the existing wooden bridge with a pre-engineered steel rolling beam structure is programmed in the FY 2020-21 CIP for \$130,000 from Fund 182 (FARP).
23. **Resolution Approving Application Submittal to Cal OES for Community Power Resiliency Allocation to Cities Program** - Adopt Resolution No. 2020-071, approving submittal of application to the California Governor's Office of Emergency Services, for grant funding for the Community Power Resiliency Allocation to Cities Program; acknowledging support of this program; and authorizing the City Manager to execute the application agreement for certification of assurance of compliance.
24. **Approve Plans and Specifications, Receive Bids, and Award Contract with Gentry Brothers, Inc. in the amount of \$279,738.24 for the Country Lane Street Rehabilitation, CIP No. 7323, ("Project")** - Approve the Plans and Specifications; receive bids; award Contract to the lowest responsive and responsible bidder, Gentry Brothers, Inc., in the amount of \$279,738.24; and authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price. There is no impact to the General Fund.
25. **Approve Plans and Specifications, Receive Bids, and Award Contract with Sully-Miller Contracting Company for the Napoli Tract Water Improvements, CIP No. 7458 ("Project")** - Approve the Plans and Specifications; receive bids; award contract to the lowest responsive and responsible bidder, Sully-Miller Contracting Company, in the amount of \$1,323,100; and authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price. There is no impact to the General Fund.
26. **Approve Plans and Specifications, Receive Bids, Award Contract with Stephen Doreck Equipment Rentals, Inc. for the Moorpark Drive Water Improvements Project CIP No. 7430, ("Project")** - Approve the Plans and Specifications; receive bids; deem apparent lowest Bidder, MCC Equipment Rental, Inc., non-responsive; award Contract to the lowest responsive and responsible bidder, Stephen Doreck Equipment Rental, Inc., in the amount of \$339,857.10; and authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price. There is no impact to the General Fund.



27. **Approve Plans and Specifications, Receive Bids, and Award Contract with All Cities Engineering, Inc. for the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP No's. 7453 and 7457 ("Project")** - Approve the Plans and Specifications; receive bids; award Contract to the lowest responsive and responsible bidder, All Cities Engineering, Inc., in the amount of \$3,916,292.65; and authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price. There is no impact to the General Fund.
28. **Ratify the Termination of Local Emergency for Blue Ridge Fire** - Adopt Resolution 2020-072, ratifying the termination of a local emergency due to the Blue Ridge Fire.
29. **Contract Addendums for Interim Contracts with Western Golf Properties LLC at Birch Hills and Brea Creek Golf Courses** - Approve Addendum No. 1 to extend interim contract with Western Golf Properties LLC (WGP) for maintenance and operations at Birch Hills Golf Course for a not-to-exceed monthly amount of \$137,530 for a maximum of three additional months; and Approve Addendum No. 2 to extend interim contract with WGP for maintenance and operations at Brea Creek Golf Course for a not-to-exceed monthly amount of \$51,350 for a maximum of three additional months. There is no impact to the General Fund.
30. **November Outgoing Payment Log and City Disbursement Registers for December 4 and 11, 2020**  
-Receive and file.

#### **ADMINISTRATIVE ANNOUNCEMENTS**

31. **City Manager**
32. **City Attorney**
33. **Council Requests**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/15/2020  
**SUBJECT:** 2021 Brea Legislative Platform

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**RECOMMENDATION**

It is recommended that the City Council review the attached 2020 City of Brea Legislative Platform to provide feedback for the formation of the 2021 Platform which will come back in January 2021 for adoption.

**BACKGROUND/DISCUSSION**

The City of Brea Legislative Platform is updated annually to coincide with the state and federal legislative sessions. Part of the updating process includes a review of the previous year's legislative platform by City Council, staff, the Executive Directors and the City's Legislative Advocates. Through the process, edits are suggested to keep the platform current.

The legislative platform is used to outline City Council positions on essential issues and serves as City Council authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state and regional levels. It also provides staff with clear direction regarding the types of issues the City will monitor during the legislative session and enables staff to respond quickly with the City's position as amendments to bills occur in the legislature.

**FISCAL IMPACT/SUMMARY**

The City of Brea proactively engages in the legislative process by annually adopting a legislative platform. The platform outlines City Council positions on essential issues and serves as authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state and regional levels.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Liz Pharis, Communications & Marketing Manager/PIO

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**Attachments**

2020 Brea Legislative Platform

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## 2020 Legislative Platform

### Guiding Principle

**Preserve Local Control:** Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

### 1. City Finances

- A. Support stability, predictability and independence in local government budgeting.
- B. Oppose imposition of state, federal and regional mandates upon local governments, as well as federal mandates on the state, especially those for which no funding exists.
- C. Support increases in local flexibility for use of state, federal and regional funding opportunities.
- D. Support the continuation of the tax-free status of municipal bonds.
- E. Encourage the County of Orange to make available more detailed auditing and reporting information regarding property tax and assessment appeals filed on property within our city limits.
- F. Support modification of the tax system to reflect the change in the State's economy from a manufacturing base to a service and information base.
- G. Support the preservation and enhancement of the City's ability to generate revenues from all types of sales.
- H. Support supplements to local funds to comply with mandates created by the National Pollutant Discharge Elimination System (NPDES) provisions of the Federal Clean Water Act.
- I. Support generation, protection and timely allocation of local funding distributed by the state and federal government (e.g. SB 1 funds, 1A funds, stimulus monies).
- J. Support local government share of any Internet sales tax revenues.
- K. Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax.

## 2020 Legislative Platform

2. **Economic Development /Successor Agency to the Redevelopment Agency/  
Redevelopment Dissolution Process**
  - A. Support new legislation that provides financial incentives (state grants or tax incentives) for mixed-use or “smart growth” principles.
  - B. Support efforts to facilitate the production of workforce housing, including infill housing incentives, grants to local agencies and private developer partnerships.
  - C. Support legislation that clarifies and narrows the prevailing wage standard for economic development, public works, and affordable housing projects.
  - D. Support increasing the State’s minimum threshold for public works projects that require prevailing wage.
  - E. Support efforts to assist local business growth and economic development post Redevelopment.
  - F. Oppose efforts to cut funding from Community Development Block Grant and other federal grant programs.
  - G. Support state legislation to bring back economic incentives for cities to use post Redevelopment.
  - H. Support legislation that allows the City to access the full amount of paramedic tax for funding purposes originally approved by voters so long as tax revenues are not needed to pay debt service on outstanding redevelopment obligations.

## 2020 Legislative Platform

### 3. Land-Use Decisions

- A. Support efforts to protect local land-use authority, recognizing that potential regional impacts imply responsible local action.
- B. Oppose legislation which weakens the City's position for land use controls due to potential claims of partial takings and any requirements for compensation of such claims.
- C. Oppose actions that redefine the annexation process to require so-called "revenue neutral" annexations.
- D. Oppose County of Orange processing of development projects within Brea's Sphere of Influence and any development agreements or other entitlements in sphere of influence areas that do not conform to City standards. Promote County of Orange compliance with existing Memorandum of Understanding regarding development within the Sphere of Influence.
- E. Support housing element reform that provides local government the greatest flexibility to achieve realistic goals and support funding of mandated General Plan Housing Element Updates and related processes (i.e. RHNA).
- F. Support efforts to reduce the role of the State's Housing and Community Development Department in City affairs.
- G. Support the definition of reasonable housing occupancy standards.
- H. Support actions that enable cities to play a substantive role in the licensing of group homes.
- I. Support State funding proposals that provide incentives for affordable housing production, healthy community actions (e.g. Tracks at Brea project), and Sustainability Plans for energy efficiency and/or Green House Gas reductions.
- J. Support State funding proposals that provide incentives for smart growth goals and policies and sustainable development practices within General Plans.
- K. Support efforts to fund essential public facilities.
- L. Support methods to enhance goods movement that do not further impact traffic or air quality.
- M. Support legislation that preserves local control and oversight over the establishment and operation of group homes and sober living homes.

## 2020 Legislative Platform

### 4. Human Resources

- A. Oppose legislation that expands or extends any public safety presumptions of occupational injury or illness and support legislation that repeals the presumption that the findings of a treating physician are correct.
- B. Oppose legislation that increases workers' compensation benefits without providing for concurrent cost controls.
- C. Support workers' compensation reform that requires formulas to rely on more evidence of work-related causation to determine compensability.
- D. Oppose the imposition of compulsory and binding arbitration with respect to public employees upon local government.
- E. Oppose the imposition of mandated employee benefits that are more properly negotiated at the bargaining table upon local government.
- F. Oppose efforts to include City employees in the Social Security system or to accelerate the rate at which City employees are included in Medicare.
- G. Support reform to the CalPERS medical insurance program to address the City's future liability for retiree medical insurance.
- H. Support responsible changes to the CalPERS Public Employees' Medical and Hospital Care Program (PEMCHA) to address the rising costs of medical premiums.
- I. Oppose eroding City authority to appropriately discipline public employees.
- J. Support proposals that create dual retirement programs for public sector employees and reduce the unfunded liability without threatening the viability of the CalPERS retirement system.
- K. Encourage the CalPERS retirement system to provide member agencies with enhanced data that accounts for true retirement costs.
- L. Oppose the imposition of Federal or State mandates on the collective bargaining process.
- M. Support easing applicability of the Fair Labor Standards Act (FLSA) on public agencies.
- N. Oppose efforts reducing local control over public employee disputes and impose regulations of an outside agency.
- O. Oppose granting public employees the right to strike.
- P. Oppose making disciplinary proceedings for public safety employees similar to criminal proceedings thus rendering it impossible for employers to prove an administrative violation.
- Q. Support major reform of current workers compensation formulas to rely on higher thresholds for compensation or a proportionate exposure formula.

## 2020 Legislative Platform

### 4. Human Resources (continued)

- R. Support legislation that limits the ability of employees to receive workers' compensation benefits for occupational injuries/illnesses that result from stress, disciplinary action, or performance evaluations or consultations.
- S. Support reforms to CalPERS that promote Investment Restrictions that are similar or the same as those adopted by Public Agency Retirement Services (PARS).
- T. Support legislative proposals that establish Defined Contribution Retirement Plans for new hires within CalPERS retirement programs.
- U. Support fiscally responsible changes to CalPERS Projected Investment Returns based upon Historical Returns and Conservative Market Projections.
- V. Encourage CalPERS to provide timely Member Agency Reports (less than 6 months from period closing) to allow for improved budgeting practices.
- W. Support legislative reforms to CalPERS' Board Composition to allow the State Treasurer & State Controller (currently Ex-Officio Members) all rights granted to CalPERS regular board members.

## 2020 Legislative Platform

### 5. Public Safety

- A. Support measures that encourage community safety and well-being.
- B. Support measures that encourage disaster preparedness and emergency planning.
- C. Oppose legislation that serves to impact eligibility for local jurisdictions in regard to disaster response and recovery assistance.
- D. Oppose unfunded mandates related to EOC and staff training, specifically those implied through a required State EOC credentialing program.
- E. Oppose imposition of unfunded mandates on local government in relation to tracking of paroled sexual predators.
- F. Oppose reductions in Citizen's Option for Public Safety (COPS) funding.
- G. Oppose non-supervised parole or other further reductions in supervised release.
- H. Support the state adoption of building, development and fuel modification requirements that provide for fire safety in the Wildland Urban Interface and Intermix.
- I. Oppose further imposition of unfunded mandates on local government in relation to the tracking of Post Release Community Supervision (PRCS) probationers.
- J. Oppose restrictions on access to social media material for the purposes of law enforcement personnel background investigations.
- K. Support increased funding for local governments to monitor PRCS probationers in accordance with the State mandates.
- L. Support City's right to provide or contract for Ambulance services pursuant to Government Code Section 1797.201.
- M. Support legislation or a voter initiative which would amend Proposition 47 and restore felony status to certain crimes which were reduced to misdemeanors and/or require the completion of drug rehabilitation by violators of drug related misdemeanor crimes.
- N. Support clarifying legislation related to recreational marijuana, including DUI Drugs presumed intoxication and state funding for research and identification of intoxication measurement devices.
- O. Oppose any reduction in State mitigation funds for prison realignment.
- P. Oppose State legislation mandating the use of body worn cameras. These decisions should be left to local jurisdictions, including policy development.
- Q. Oppose legislatively mandated police training which does not also provide funding for said training.



## 2020 Legislative Platform

### 5. Public Safety (continued)

- R. Oppose any further legislative attempts at early release of incarcerated prisoners and further de-criminalization of 'non-violent' offenses.
- S. Support clarifying legislation to further define 'non-violent' offenses.
- T. Support State funding for impact mitigation related to Prop 57.
- U. Oppose any State or local fire related tax or fee increase that do not go back to local agencies.
- V. Support increased State reimbursements to fund police training costs.
- W. Support increased State funding for the treatment of persons with mental illness, including the funding for additional hospitals for the purpose of treating mental illness.
- X. Support increased State funding for local services related to the issues of homelessness.

## 2020 Legislative Platform

### 6. Environment

- A. Support flexibility to increase and stabilize local water supplies.
- B. Support increasing the availability of alternative sources of water, including desalinization and water reuse.
- C. Oppose efforts that provide only minimal improvements in air and water quality while incurring excessive public and private costs associated with their implementation.
- D. Support efforts designed to reduce or eliminate the spread of graffiti.
- E. Support more streamlined compliance and implementation of AB 939, AB 1826 and SB 1383.
- F. Oppose efforts by other governmental agencies to enlist cities as implementers of their environmental mandates.
- G. Support limiting local government liability as a third party to superfund cleanup litigation. The standard for responsibility should depend on "Degree of Toxicity" rather than mere "Volume" of waste.
- H. Oppose imposition of unreasonable and/or unfunded water testing and treatment requirements.
- I. Support Federal, State and County efforts to encourage and fund acquisition, preservation, and management of open space.
- J. Oppose actions that weaken the City's ability to enforce environmental impact report (EIR) mitigation measures now defined as "takings."
- K. Support efforts that maintain and enhance local decision-making authority in the development and implementation of air quality attainment strategies.
- L. Support incentives and pricing strategies as a preferred alternative to traditional command and control regulations for meeting state and local emission reduction objectives for all sources.
- M. Support strategies that clearly demonstrate and provide for the most cost-effective means for meeting air quality goals.
- N. Support expansion of the market for recyclable materials as well as support the reuse of recyclable materials.
- O. Support Federal, State, and local partnerships to fund regional transportation projects.
- P. Support efforts to maintain and enhance local authority and flexibility to regulate solid waste and recyclables.
- Q. Support "green" projects and regulations that do not place an undue burden on local government and offer financial incentives for reductions in Greenhouse Gases.

## 2020 Legislative Platform

### 6. Environment (continued)

- R. Support measures to increase waste diversion rates that do not place an undue burden on local government. Support legislation delegating to the local authority the development of regulatory measures to insure compliance with AB 341.
- S. Encourage Federal, State and County agencies to focus on regional environmental mitigation programs including acquisition of regionally important undeveloped lands.
- T. Support efforts to mitigate traffic congestion, leading to improved mobility and air quality.
- U. Support incentives for energy efficiency upgrades to City facilities.
- V. Support legislation that rewards cities for adopting Sustainability Plans and Energy Action Plans that map a course to reductions in Green House Gas emissions and reduction in energy use.
- W. Oppose any new or more restrictive water reduction measures by the state that do not take into account new development and regulatory water requirements.
- X. Support financial incentive mechanisms to cities and businesses to fund public and private capital for organic waste diversion and recycling infrastructure in order to comply with the Organic Waste Recycling mandate (AB 1826 and SB 1383).
- Y. Support measures that provide incentives for installing and maintaining solar infrastructure.

## 2020 Legislative Platform

### 7. Community / Recreational and Social Issues

- A. Support Federal and State funding opportunities for cultural arts programs, libraries, parks, recreation and human services, trails, open space, and facility development/renewal.
- B. Support Federal and State funding for local job-training programs, especially for youth and young adults.
- C. Support efforts that facilitate the provision of quality, affordable "dependent care" for both children and seniors.
- D. Support measures that promote volunteerism.
- E. Encourage Federal and State financial support for affordable housing for low-income elderly and disabled individuals.
- F. Support in-home programs such as homemaker and personal care services that allow seniors to continue to age in place in their own home.
- G. Support Federal and State funding opportunities and/or legislation that provides for senior citizen nutrition programs, prescription drug benefits, transportation, adult day care, technology improvements, education, and emergency education for seniors.
- H. Support Federal and State funding opportunities that promote health and wellness services and education offered to the youth, low income and senior communities.
- I. Support measures that "invest" in Brea's youth. Specifically, early childhood care and education programming, tutoring, job readiness, mentoring, diversity training, conflict resolution, youth volunteer service, family counseling, parenting classes, youth employment, after school programming, recreation programming, combating youth obesity, teen services programs, transportation for youth and teen programming, etc.
- J. Support Federal and State funding opportunities that promote our ability to provide public access to technology at community facilities.
- K. Oppose any measures which reduce medical and mental health services offered to the low income and senior communities.
- L. Oppose legislation limiting Brea's ability to address homeless issues.
- M. Support the County of Orange response to homeless issues, such as shelters and housing programs.
- N. Support State and Federal funding to enhance mental health services for those living in homelessness.
- O. Oppose any reduction or cuts to senior services or to Older Americans Act funding.
- P. Support State and Federal funding incentives and grants for "rails to trails" type projects.

## 2020 Legislative Platform

### 8. General Issues

- A. Legislative Communications at the request of City-Affiliated Organizations. From time to time, the City is asked by the League of California Cities and other City-affiliated organizations to take a support and/or oppose position on a particular piece of legislation and/or proposal. Lately, these requests have increased because of the increasingly common use of the “gut and amend” strategy where an unrelated bill already in the legislative process is completely amended to change the topic and meaning of the bill. When such a request is received and is not already covered in the adopted legislative platform, the City Manager or his/her designee, on behalf of the City, may sign and submit the requested communication so long as the position is consistent with the position taken by the League and/or other City affiliated organizations and previous positions, if any, taken by the City. A copy of the communication shall be promptly shared with the City Council.
- B. Oppose measures that deteriorate traditional “home rule” authority by allowing additional Federal, State, or regional review of projects and programs better determined at the local level.
- C. Oppose measures that create or grant powers to sub-regional or regional bodies, which may result in infringement on clearly local concerns, unless all affected local entities agreement to do so.
- D. Oppose burdensome amendments to the Brown Act. However, in recognition that many open meeting laws have benefited at the local level, support similar application to the State Legislature.
- E. Support measures that create or expand home rule authority as it applies to the cable, video and telecommunications industry and franchising processes.
- F. Oppose measures that impose taxes for access to (not purchases via) the Internet.
- G. Support extending sales tax to E-Commerce as a means of fairness to “main street” retailers.
- H. Support measures that recognize, strengthen and protect local control over the public right-of-way.
- I. Support measures that require the acquisition of a franchise agreement by all companies from the appropriate public agency before granting access to the public right-of-way.
- J. Support measures that require companies providing communication services to a local community to provide or support Public, Educational and Governmental (PEG) access to new networks, including PEG equipment, funding and support.
- K. Support measures that apply general communications taxes, such as UUT, to all communications providers across including, but not limited to, providers of cable, video services, wireless, wire line (telephone lines), and satellite.

## 2020 Legislative Platform

### 8. General Issues (continued)

- L. Support measures to reform California's tort system to curtail unreasonable liability exposure for public agencies and restore the ability of public agencies to obtain affordable insurance.
- M. Support legislation to extend the protections of Section 337.15 of the Civil Code limiting local government liability for property damage caused by hillsides and mudslides.
- N. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction.
- O. Support measures that encourage business continuity planning and preparedness.
- P. Support affordable education through the Community College, Cal State, UC systems.
- Q. Support efforts to provide Federal, State, and/or County funds to address aging infrastructure, including funding for street pavement maintenance.
- R. Oppose any state or federal effort by the wireless industry that would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of "small cell" wireless equipment on taxpayer-funded property.
- S. Oppose legislation that imposes a mandate on local governments or private industry on how to achieve energy efficiencies.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/15/2020  
**SUBJECT:** Council Voting Process

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**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Lillian Harris-Neal, City Clerk

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**Attachments**

Voting Order

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## Roll Call Voting Order

[illegible]





## Roll Call Voting Order

51	La Habra		x								
52	Stanton	x									
53	San Bernardino							x			
54	Loma Linda	x									
55	Palmdale					x					
56	Rio Dell										x
57	Menlo Park	x									

Fresno has a Strong Mayor form of government, their Mayor does not participate in decision making nor does he sit on the dais on a regular basis. The order of their votes are Council Vice President next to last and the Council President last.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Results and Certification of the November 3, 2020 General Municipal Election

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**RECOMMENDATION**

Adopt Resolution No. 2020-068, establishing the Ballot Count and declaring the results of the November 3, 2020 General Municipal Election. The County has not yet invoiced for election costs, however funds were allocated in the FY 2020/21 Budget.

**BACKGROUND/DISCUSSION**

During the November 3, 2020 General Municipal Election, the City held an election for two (2) full four (4)-year term, at-large City Council seats and one (1) full four (4)-year term, at-large City Treasurer seat. At their June 2, 2020 regular meeting, the City Council adopted Resolution No. 2020-042 requesting consolidation with the County of Orange to conduct the election and canvass the votes.

On November 25, 2020, the Orange County Registrar of Voters provided the official certification and canvass information, declaring the results of the November 3, 2020 election. The results are attached hereto along with the Resolution for consideration and adoption. In addition, the County Registrar provided the following information related to voter turnout:

- Election Day Vote Center Ballots Cast - 4,033
- Vote by Mail Ballots Cast - 21,780
- Total Ballots Cast - 25,813
- Voter Turnout - 89.7%

**FISCAL IMPACT/SUMMARY**

The County has not yet provided their invoice for the total election costs, however the funds have been allocated as part of the FY 20/21 adopted budget.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

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**Attachments**

Resolution

Results

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## **RESOLUTION NO. 2020-068**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

#### **A. RECITALS:**

(i) The City of Brea, California held and conducted a General Municipal Election on Tuesday, November 3, 2020, as required by law; and

(ii) The City of Brea gave notice of the election in time, form and manner as provided by law; that candidates were nominated to fill to vacancies as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the laws of the State of California relating to General Law cities; and

(iii) Pursuant to Resolution No. 2020-042, adopted June 2, 2020, the Orange County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council; the results are received, attached and made a part hereof as "Exhibit A."

#### **B. RESOLUTION:**

**NOW, THEREFORE,** the City Council of the City of Brea, California does resolve, declare, determine and order as follows:

**SECTION 1:** That the whole number of ballots cast in the vote centers except absent voter ballots was 4,033 votes.

That the whole number of vote-by-mail voter ballots cast in the City was 21,780, making a total of 25,813 ballots cast in the City.

**SECTION 2:** That the names of persons voted for at the election for Member of the City Council to succeed term ending December 15, 2020, are as follows:

CHRISTINE MARICK

MARTY SIMONOFF

TYLER BAUGH

ROBYN NEUFELD

The names of persons voted for at the election for City Treasurer to succeed term ending December 15, 2020 are as follows:

DENISE EBY

BEV PERRY

**SECTION 3:** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in “Exhibit A,” attached.

**SECTION 4:** The City Council does declare and determine that: **Christine Marick** was elected as a Member of the City Council for the full term of four (4) years, **Marty Simonoff** was elected as a Member of the City Council for the full term of (4) four years, and **Denise Eby** was elected as City Treasurer for the full term of (4) four years.

**SECTION 5:** The City Clerk shall enter in the records of the City Council of the City of Brea, a statement of the results of the election showing: (1) The whole

number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; and (4) The number of votes given at each precinct to each person; and (5) The total number of votes given to each person.

**SECTION 6:** The City Clerk shall on December 15, 2020, make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

**SECTION 10:** That the City Clerk shall certify to the passage and adoption of the resolution and enter it into the book of original resolutions.

**APPROVED AND ADOPTED** this 15th day of December, 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

Attest: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**Reso. No. 2020-068**  
December 15, 2020

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 City Council of the City of Brea held on the 15<sup>th</sup> day of December, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk



CERTIFIED STATEMENT OF THE VOTES CAST

at the

PRESIDENTIAL GENERAL ELECTION

NOVEMBER 3, 2020

in the

County of Orange, State of California

FILED \_\_\_\_\_, 2020

ALEX PADILLA, SECRETARY OF STATE

BY \_\_\_\_\_ DEPUTY

State of California)

) ss

County of Orange)

*I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et. seq., the within is a true and correct statement of the votes cast in this county at the Presidential General Election, as determined by the canvass of the returns of said election.*

WITNESS my hand and Official Seal

THIS 25th DAY OF November 2020

, REGISTRAR OF VOTERS



STATE OF CALIFORNIA)  
COUNTY OF ORANGE )ss.

CITY OF BREA  
MEMBER OF THE CITY COUNCIL

ELECTION DAY VOTE CENTER BALLOTS CAST:	4,033
VOTE-BY-MAIL BALLOTS CAST:	21,780
TOTAL BALLOTS CAST:	25,813

ELECTION DAY VOTE CENTER BALLOTS CAST:	4,033
VOTE-BY-MAIL BALLOTS CAST:	21,780
TOTAL BALLOTS CAST:	25,813

WITNESS my hand and Official Seal this 25th day of November, 2020.



  
NEAL KELLEY  
Registrar of Voters  
Orange County

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**DATE:** 12/15/2020

**SUBJECT:** Commissioner Appointment Process - Adoption of Ordinance No. 1219

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**RECOMMENDATION**

Adopt Ordinance No. 1219, an Ordinance of the City of Council of the City of Brea regarding Commissioner appointment procedures and amending the Brea City Code and declaring the urgency thereof.

**BACKGROUND/DISCUSSION**

Chapter 2.16 of the Brea City Code addresses the procedures by which commissioners of the Planning Commission, the Parks, Recreation and Human Services Commission, and the Cultural Arts Commission are appointed and removed. These procedures remain unchanged for many years until the City Council updated them in October 2018 by adopting Ordinance No. 1205. As part of that update, the City Council created a distinct Planning Commission appointment process in which applicants are interviewed by the entire Council rather than by an ad hoc committee of two Council Members as occurs with the other commissions. The City Council assessed the experience with the new Planning Commission appointment process at a study session on December 1, 2020 and directed staff to prepare an ordinance to return to the prior process. The attached ordinance will make that change, as well as limited clerical revisions to ensure that the procedure being implemented is accurately described in the Code.

**FISCAL IMPACT/SUMMARY**

There is no direct fiscal impact on the General Fund.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Terence Boga, City Attorney

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**Attachments**

Ordinance

Redline

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## ORDINANCE NO. 1219

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA REGARDING COMMISSIONER APPOINTMENT PROCEDURES AND AMENDING THE BREA CITY CODE AND DECLARING THE URGENCY THEREOF

#### THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

##### A. RECITALS:

(i) The City Council has created the following appointive commissions: Cultural Arts Commission; Parks, Recreation and Human Services Commission; and Planning Commission.

(ii) The purpose of this Ordinance is to update the City's procedures for commissioner appointment.

##### B. ORDINANCE:

**SECTION 1. Finding.** The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

**SECTION 2. Code Amendment.** Section 2.16.040 (Commissioner Appointment) of Chapter 2.16 (Commissions Generally) of Title 2 (Administration and Personnel) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

##### **"§ 2.16.040 Commissioner Appointment.**

A. *Ad Hoc Committee Interviews.* The City Council shall designate two members to serve on an ad hoc committee for applicant interviews. Within ten (10) working days the City Clerk shall obtain dates and times at which the ad hoc committee may be available to interview the qualifying applicants. The City Clerk shall inform, in writing, the qualifying applicants of the dates and times the ad hoc committee is

December 15, 2020  
**ORD. 1219**

available for interviews and further shall schedule such appointments as the qualifying applicants may request at times consistent with the ad hoc committee's availability. Any Council Member shall not be required to disclose the specific details of any interview conducted but shall be required to confirm to the Council that an interview did or did not occur.

B. *Nominations/Appointments.* Each Council Member shall nominate for appointment one (1) qualifying applicant and such nominee shall be appointed upon an affirmative vote by not less than three (3) Council Members, one (1) of which may be the vote of the nominating Council Member. An applicant's nomination which fails to receive at least three (3) affirmative votes shall be deemed denied and such applicant shall not be further considered for membership on the commission. However, such candidate may be considered, subject to the same vote requirements and limitation, for other appointive commissions of the city. In the event any Council Member does not nominate a qualified applicant, or such Council Member's nominee is not appointed, within thirty (30) days following the vacancy of such Commissioner's seat, the City Council as a whole may, by majority vote of the Council, make such appointment."

**SECTION 3. Urgency Declaration.** This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health or safety pursuant to Government Code Section 36937(b) in order to facilitate the commissioner appointment process that will commence once the application period closes on December 18, 2020. This Ordinance shall take effect immediately upon adoption.

**SECTION 4. CEQA.** The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the

December 15, 2020  
**ORD. 1219**

environment because it revises procedures for appointments to City commissions. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

**SECTION 5. Severability.** The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

**SECTION 6. Certification.** The City Clerk shall certify to the adoption of this Ordinance.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

December 15, 2020  
**ORD. 1219**

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Brea held on the 15<sup>th</sup> day of December, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: \_\_\_\_\_, 2020

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

## REDLINE

### § 2.16.040 Commissioner Appointment.

#### A. ~~Planning Commission.~~

~~\_\_\_\_\_~~ Ad Hoc Committee Interviews. The following procedure shall govern appointments to the Planning Commission.

~~\_\_\_\_\_~~ 1. Qualifying applicants shall be interviewed by the City Council at one (1) or more special meetings called shall designate two members to serve on an ad hoc committee for such purpose.

~~\_\_\_\_\_~~ 2. Each Council Member shall nominate for appointment one (1) qualifying applicant and such nominee shall be appointed upon an affirmative vote by not less than three (3) Council Members, one (1) of which may be the vote of the nominating Council Member. An applicant's nomination which fails to receive at least three (3) affirmative votes shall be deemed denied and such applicant shall not be further considered for membership on the Commission. However, such candidate may be considered, subject to the same vote requirements and limitation, for other appointive commissions of the city. In the event any Council Member does not nominate a qualified applicant, or such Council Member's nominee is not appointed, within thirty (30) days following the vacancy of such Commissioner's seat, the City Council as a whole may, by majority vote to the Council, make such appointment.

interviews. ~~B. Other Commissions.~~

~~\_\_\_\_\_~~ The following procedure shall govern appointments to commissions other than the Planning Commission.

~~\_\_\_\_\_~~ 1. Within ten (10) working days the City Clerk shall obtain dates and times at which ~~one (1) or more Council Member~~ the ad hoc committee may be available to interview the qualifying applicants. The City Clerk shall inform, in writing, the qualifying applicants of the dates and times the Council Member(s) are ad hoc committee is available for interviews and further shall schedule such appointments as the qualifying applicants may request at times consistent with the Council Members ad hoc committee's availability. Any Council Member shall not be required to disclose the specific details of any interview conducted but shall be required to confirm to the Council that an interview did or did not occur.

~~\_\_\_\_\_~~ B. \_\_\_\_\_ 2. Nominations/Appointments. Each Council Member shall nominate for appointment one (1) qualifying applicant and such nominee shall be appointed upon an affirmative vote by not less than three (3) Council Members, one (1) of which may be the vote of the nominating Council Member. An applicant's nomination which fails to receive at least three (3) affirmative votes shall be deemed denied and such applicant shall not be further considered for membership on the Commission commission. However, such candidate may be considered, subject to the same vote requirements and limitation, for other appointive commissions of the city. In the event any Council Member does not nominate a qualified applicant, or such Council Member's nominee is not



appointed, within thirty (30) days following the vacancy of such Commissioner's seat, the City Council as a whole may, by majority vote ~~to~~of the Council, make such appointment.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/15/2020  
**SUBJECT:** December 1, 2020 City Council Regular Meeting Minutes

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**RECOMMENDATION**

Approve.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Ashley Reid, City Clerk Specialist  
Concurrence: Lillian Harris-Neal, City Clerk

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**Attachments**

Minutes

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# DRAFT

## BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

### MINUTES December 1, 2020

CLOSED SESSION  
5:15 p.m. - Council Chamber  
Plaza Level

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

Mayor Simonoff called the Closed Session to order at 5:15 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Chambers; and Mayor pro Tem Vargas and Councilmember Parker were present via teleconference.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**  
None.

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.
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2. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.** Initiation of Litigation: 1 potential case.
3. **Conference with Real Property Negotiator Pursuant to Government Code § 54956.8**  
**Property:** Acacia Apartments (125, 131, 137 and 211 East Acacia Street)  
**City of Brea Negotiator:** City Manager Bill Gallardo  
**Negotiating Parties:** Innovative Housing Opportunities  
**Under Negotiation:** Price and Terms of Payment
4. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation.** Name of Case: Coster v. City of Brea (Case No. 8:20-cv-01771)
5. **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.**  
**Property:** 555 W. Imperial Highway (Temporary Construction Easement)  
**City of Brea Negotiators:** Tony Olmos, Public Works Director/Michael Ho, City Engineer/Deputy Director  
**Negotiating Parties:** Mercury Casualty Company  
**Under Negotiation:** Price and Terms of Payment

Mayor Simonoff adjourned the Closed Session at 5:53 p.m.

**STUDY SESSION**  
**6:00 p.m. - Council Chamber**  
**Plaza Level**

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

Mayor Simonoff called the Study Session to order at 6:00 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

**6. Public Comment**

None.

**7. Clarify Regular Meeting Topics**

None.

**DISCUSSION ITEMS**

**8. Discuss Recent Development Trends in Single-Family Development and Neighborhood Compatibility**

City Planner Killebrew presented a PowerPoint presentation and discussed neighborhood compatibility approaches including direction to staff to continue to gather and evaluate data; amending existing BMC single-family development standards; amending current Certificate of Compatibility review process; contracting architectural consulting services; establishing a Design Review Committee; and creating architectural design guidelines.

Council Member Parker discussed masionization, looking at each of the approaches and not discounting one, exploring the options of a Design Review Sub-Committee, and recommended continuing the discussion and developing minimum guidelines and requirements to bring back to the Planning Commission.

Council Member Marick expressed support for options one and two and she stated that she would like staff to modernize standards and encourage residents to invest in their private properties for long-term future in Brea. She also expressed concern for diving deeper into the other options.

Council Member Hupp agreed with Council Member Marick and discussed the importance of private property rights and encouraging residents to reinvest in their homes. She expressed concern about residents leaving Brea if more and more restrictions were put on them.

Mayor Pro Tem Vargas discussed the process of modernizing the standards which will help potential property owners/builders improve their property while making it compatible with the neighborhood. He stated that he does not support option five.

Council Member Marick discussed the potential of situations arising from compatibility in small-scale and large-scale developments and why private property rights are important. She highlighted the importance of focusing on other priorities.

Mayor Simonoff discussed the importance of maintaining the existing character without necessarily taking away from the structure of the neighborhood and inquired staff if that is something that they could address and research. He indicated that this conversation will continue at future meetings.

**9. Commission/Committee Member Recruitment Timeline and Designation of two (2) Council Members to Serve on the Interview Panel**

City Manager Gallardo discussed the recruitment timeline with applications being due to the City Clerk's office by December 18th, interviews the week of January 11th and appointment on January 19th.

Council Member Parker recommended Mayor Simonoff and Council Member Marick be designated as the interview panel.

**10. Replacement of Police Department In-Car Camera and New Body-Worn Camera System**

Acting Police Chief Hawley presented a PowerPoint presentation that detailed the history of reporting contacts with the public, current status of existing audio and video recording systems, and forecasting preparation for the next five-seven years.

Lieutenant Harvey stated that there are two (2) major vendors in market place which are Axon and Watchguard. He highlighted their products and notable features and discussed budget overview and related personal costs associated with acquiring such a system.

In response to Council Member Marick's question, Lieutenant Harvey agreed that with Watchguard's five-year replacement pre-funding, there will be an opportunity to replace or explore other options at that time. He stated that the pricing model of Axon locks users in with yearly pre-payment for replacement of hardware.

City Manager Gallardo discussed the benefit of pre-funding with Watchguard and the potential of the system lasting longer than five years giving more flexibility of exploring further options.

Acting Police Chief Hawley discussed funding sources and stated that the Brea Police Department will present City Council with different options in early 2021.

In response to Mayor Simonoff's inquiry, Acting Police Chief Hawley indicated that the majority of Orange County Police Departments use body cams.

Council Member Marick expressed support of the replacement system, urged creativity in finding funding sources, and spoke in opposition of using Community Benefit & Economic Development (CBED) funds unless absolutely necessary.

In response to Council Member Hupp's inquiry about seeking Grant Funding from the Department of Justice, Acting Chief Hawley indicated that there may be potential of this but would not know for certain until after the new year and that if available it would be applied for.

Council Member Hupp expressed support and stated that having the equipment could potentially save money.

In response to Mayor Simonoff's inquiry, Acting Chief Hawley stated that in 2016 a working group was formed that included the Brea Police Association where a policy was drafted, however, it would need to be revisited for a 2021 policy.

Mayor Simonoff stated that a preferred vendor was indicated in the presentation and that he would inquire the City Attorney if the City could take sole source on vendor.

In response to Mayor Simonoff's inquiry, Acting Chief Hawley indicated that at this time the system does not integrate with the District Attorney's Office with regard to evidence but was assured that this technology is coming.

Council Member Parker discussed the importance of vendor stability, warranty and long-term support. He stated that he would like to further discuss Public Records Requests and downfalls of having two control points over such a legislated topic. He expressed support of moving forward with new technology and looking for creative ways to fund.

Mayor Pro Tem Vargas expressed support and inquired the cost for other surrounding agencies.

Mayor Simonoff directed staff to put report together that includes different financing opportunities and a preferred system.

**11. Review of Appointment and Removal Process for Council-Appointed Planning Commissioners**

City Manager Gallardo introduced the item to determine if any revisions are necessary.

Council Member Marick expressed concern about the change of appointment for Council-appointed Planning Commissioners and expressed support of returning to previous procedure.

Council expressed support of returning to the previous procedure.

City Attorney Boga stated that due to the timeliness, an Urgency Ordinance could be brought to the next City Council meeting.

City Manager Gallardo clarified that the only change would be for the appointment procedure and that there was no changes needed to the removal process.

**REPORT**

**12. Council Member Report/Requests**

None.

**Mayor Simonoff adjourned the Study Session at 7:01 p.m.**

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

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

Mayor Simonoff called the General Session to order at 7:04 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Chambers; and Mayor pro Tem Vargas and Councilmember Parker were present via teleconference.

**13. Pledge of Allegiance**

Assistant City Manager Emeterio led the Pledge of Allegiance.

**14. Invocation**

Pastor Dan Cook, The Lighthouse Church, delivered the Invocation.

**15. Presentation: Parks, Recreation and Human Services Commission Update to City Council**

Community Services Deputy Director Matlock introduced Parks, Recreation and Human Services Commissioners Chair Donini and Vice Chair Covey to share the Commissions accomplishments and recent goal setting pertaining to Parks, Recreation and Human Services (PRHS) in the City of Brea.

Commissioner Chair Donini discussed recent PRHS accomplishments including: completion of Wildcatters Dog Park, Brea Senior Center kitchen remodel, the transition of Birch Hills Golf Course as a City-owned facility and additional human services to the Brea Senior Center.

Commissioner Vice Chair Covey spoke on upcoming goals and priorities including Western Expansion of tracks of Brea, playground and park projects, adding or connecting trail systems, programming for active seniors, partnering with staff at the Brea Resource Center to meet the needs of the changing demographics and continuing work with the Brea Police Department on homelessness in Brea.

PRHS Commissioner Chair Donini ended the presentation by commending the Community Services staff for adapting during the COVID-19 Pandemic.

Council Member Hupp thanked the PRHS Commission for the work they are doing.

Mayor Simonoff discussed Council's appreciation for the hard work that the PRHS Commission is putting into each project and spoke on the hope that in the upcoming year there would be potential to bring back programs that have been canceled.

Council Member Marick expressed gratitude to the Commission and Community Services for continued flexibility during COVID-19 and specifically commended the counselings offered at the Brea Resource Center speaking on the importance of promoting those services.

**16. Report - Prior Study Session**

City Manager Gallardo provided the prior Study Session report.

**17. Community Announcements**

Council Member Hupp announced the virtual Tree Lighting Ceremony for this year is on Thursday, December 3<sup>rd</sup> at 6:30 p.m. She noted that there will be a musical performance and light up of the tree and holiday lights. She also announced that on Thursday, December 10<sup>th</sup>, from 4 to 7 p.m., families can drive-thru for a Santa Letter Drop-Off at the Brea Community Center where you can see Santa and his elves from the comfort of your car while dropping-off your letters to Santa. She noted that face masks are required to attend.

Mayor Simonoff announced that the Brea Fire Department is excited to partner with the Boys and Girls Club of Brea to help collect and distribute toys over this holiday season to help make the holidays bright for children in need. He stated that new, unwrapped toys and sports equipment can be dropped off at any of the four Brea fire stations, now through December 20th. He noted that due to the COVID-19 pandemic, precautions will be taken.

Council Member Hupp announced that there are many opportunities to give back this Holiday season. She stated that each year, the Brea Resource Center connects Brea families and individuals who need a little extra help. She noted that if you would like to make a donation, there are several great ways to give. She stated that The Wish Tree Program is partnering with various retailers across the City this year and that you can find a Brea Wish Tree at Coldsun Café, Reborn Coffee, Oak & Willow Coffee and Sunmerry Coffee and to stop by one of those locations to pick a gift card tag off the tree and to return your donation. She stated that this year, the Brea Community Emergency Council, also known as BCEC, and Active Christians Today, are purchasing grocery gift cards to donate to families in need. You can make a donation by sending checks directly to BCEC. Mail-in information is available at [cityofbrea.net](http://cityofbrea.net). Lastly, the annual Adopt-A-Family Program is available again this year to receive donations. For more information on how to give to these programs, please contact the Brea Resource Center at 714-990-7150.

Council Member Marick announced that it's time to renew your annual City of Brea overnight parking permits for the upcoming year. She noted that new permits need to be displayed beginning January 1, 2021. Parking permits can now be purchased online at [cityofbrea.net/parkingpermits](http://cityofbrea.net/parkingpermits).

**18. Matters from the Audience**

Written comments were accepted via email at [cityclerksgroup@cityofbrea.net](mailto:cityclerksgroup@cityofbrea.net) in advance of the meeting.

City Clerk Harris-Neal summarized the following comment aloud:

Mike Cocos wrote that the Olinda Alpha Landfill is an important public utility and should be open for service as long as possible. He wrote that there has been a significant increase in population in the area with 12,000 housing units to come. He also noted that there is a significant daily increase of truck traffic contributing to the aesthetics and safety issues on Valencia Ave. He provided seventeen (17) suggestions for improvements to Valencia Ave. that will accommodate the outcry of the affected and new residents.

**19. Response to Public Inquiries - Mayor / City Manager**

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

## **CITY COUNCIL - CONSENT**

**20. November 10, 2020 City Council Special Meeting Minutes**

The City Council approved the November 10, 2020 City Council Special Meeting Minutes.

**21. November 17, 2020 City Council Regular Meeting Minutes**

The City Council approved the November 17, 2020 City Council Regular Meeting Minutes.

**22. Improvements for Final Parcel Map 2015-164 located at 500 S. Kraemer Boulevard**

The City Council accepted the Improvements and Release of Improvement Bonds.

**23. Receive Proposals and Award Multiple Contracts for Landscape Maintenance Services at Various Locations in the City of Brea**

The City Council awarded Landscape Maintenance Agreements to S. C. Yamamoto for Mowing at City Parks in the amount of \$68,040; Mariposa Landscapes Inc. for Landscape Maintenance at City Facilities and Tracks in the amount of \$92,196; S. C. Yamamoto for Landscape Maintenance at City Medians, Parkways and Greenbelts in the amount of \$139,560; Tropical Plaza Nursery, Inc. for Landscape Maintenance at City Reservoir Sites in the amount of \$18,996; Tropical Plaza Nursery, Inc. for Landscape Maintenance at the Gateway Center in the amount of \$16,440; S. C. Yamamoto for Landscape Maintenance in Maintenance District 1 (MD 1) in the amount of \$12,480; S. C. Yamamoto for Landscape Maintenance in MD 3 in the amount of \$21,120; Tropical Plaza Nursery, Inc. for Landscape Maintenance in MD 5 in the amount of \$31,164; S. C. Yamamoto for Landscape Maintenance in MD 6 in the amount of \$60,000; S. C. Yamamoto for Landscape Maintenance in MD 7 in the amount of \$10,080; and authorized the City Manager to approve contract extensions.

**24. Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2020** - The City Council received and filed.

**25. Orange County Transportation Authority Annual Measure M2 Expenditure Report**

The City Council adopted Resolution No. 2020-067, a Resolution of the City Council of the City of Brea, concerning the Measure M2 Expenditure Report for the City of Brea.

**26. Amendment No. 1 to Professional Services Agreement with Karen Warner Associates to include the General Plan Safety Element Update**

The City Council approved Amendment No. 1 to Professional Services Agreement with Karen Warner Associates to include the General Plan Safety Element Update.

**27. City Disbursement Registers for November 20 and 27, 2020** - The City Council received and filed.

Motion was made by Council Member Hupp, seconded by Council Member Marick to approve City Council Consent Items 20-27.

AYES: Council Member Marick, Mayor Simonoff, Council Member Hupp, Council Member Parker,  
Mayor Pro Tem Vargas

Passed

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

**28. Successor Agency Disbursement Register for November 27, 2020** - The City Council, as the Successor Agency, received and filed.



Motion was made by Mayor Pro Tem Vargas, seconded by Council Member Hupp to approve City/Successor Agency Consent Item 28.

AYES: Council Member Marick, Mayor Simonoff, Council Member Hupp, Council Member Parker, Mayor Pro Tem Vargas

Passed

## **ADMINISTRATIVE ANNOUNCEMENTS**

**29. City Manager**

None.

**30. City Attorney**

City Attorney Boga indicated that he would come back to Council on simultaneous voting and whether Council is required to take roll-call votes.

**31. Council Requests**

Council Member Parker requested to add voting procedures to the Study Session at the next City Council meeting.

Council Member Hupp requested status of simultaneous voting as soon as possible.

## **COUNCIL ANNOUNCEMENTS**

None.

## **ADJOURNMENT**

Mayor Simonoff adjourned the General Session at 7:23 p.m.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 15th day of December. 2020.

---

Lillian Harris-Neal, City Clerk

---

Marty Simonoff, Mayor

**City of Brea**

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Accela Land Management permitting system five (5) year contract renewal.

---

**RECOMMENDATION**

Authorize and Approve Amendment No. 1, a five-year renewal for a professional services agreement (PSA) with Accela Inc. a Land Use Management software system in the amounts set forth for the respective fiscal years: \$57,947.40 in 2020-21, 2021-22, and 2022-23, \$59,685.82 in 2023-24, and \$61,476.40 in 2024-2025, totaling \$295,004.42.

**BACKGROUND/DISCUSSION**

Accela is a Land Use Management software system that provides a cloud-based platform for permitting solutions. Accela Inc. is a California company based out of San Ramon and has been an industry leader in designing and delivering government software solutions to improve efficiency, increase citizen engagement and enable the development of thriving communities for over 20 years. In 2017, the City of Brea contracted with Accela Inc. to develop and implement a software system that could be accessed by Planning Division, Building and Safety Division, Public Works Engineering Division, and Fire Prevention Division in an effort to streamline the development review and plan check process.

In 2017, the Finance Committee recommended and City Council approved a PSA with a three-year trial term. The Accela system has since been developed, customized, and had its "go live" within each Division in October 2020. Due to some unforeseen circumstances, the customization of the Accela system experienced some delays due to a computer server virus in 2019, the COVID-19 pandemic as well as Brea's unique work flow and the integration of the new financial systems. Now that it is in implementation mode, Development staff in each division has welcomed the newly implemented system and has already experienced some efficiencies. Staff is now working on fully implementing the historic records while creating new records in order to automate the permit work flow. We are confident that the system will bring the improvements to the work flow and enhance our customer's experience.

Staff is requesting to renew the agreement for a five-year period to continue the move towards a government software solution that facilitates development in Brea. Accela is a subscription-based system and is currently covering 22 Brea users. Brea staff has negotiated a five-year contract with Accela resulting in an overall cost savings and an increase of user accounts. The first three years will result in a zero percent (0%) subscription increase followed by a three percent (3%) annual increase the following two years. The contract fees are as shown below:

**COMMISSION/COMMITTEE RECOMMENDATION**

Finance Committee recommended staff move agenda item forward for council review and approval.

**FISCAL IMPACT/SUMMARY**

The Accela Inc. renewal contract amounts are included in the annual budgets for Community Development under the Building & Safety Division. Staff will follow the budget proposal process on an annual basis. As previously stated, it has long been a practice in Brea to have the customer pay for the services provided and this approach is continued by offsetting the subscription costs with the technology fee assessed at permit issuance. There is no anticipated fiscal impact to the General Fund due to continued offset from development technology fees. The five-year PSA contract cost totals \$295,004.12. This fee will be programmed in as an annual subscription fee per attached fee schedule.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Gabriel Linares, Deputy Director Community Development

Concurrence: Tracy Steinkruger, Community Development Director

---

**Attachments**

Amendment No. 1

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**AMENDMENT NO. 1  
to the SOFTWARE AS A SERVICE AGREEMENT  
with ACCELA, INC.**

THIS AMENDMENT ("Amendment") to the October 3, 2017 SaaS agreement ("Agreement") is effective on ***the date on which this Agreement is executed by the City of Brea***, ("Effective Date"), and is between ***Accela, Inc.*** ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY").

**RECITALS**

**WHEREAS**, City and Contractor heretofore entered the Agreement for the provision of certain online software services; and

**WHEREAS**, the City and Contractor desire to extend the term of the Agreement, as provided herein, subject to all other terms and conditions therein.

**NOW, THEREFORE**, City and Contractor agree as follows:

1. Section 7.1 "Term" is hereby amended to read as follows:

This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term of this Agreement (the "Initial Term") shall commence on the Start Date and continue until **November 14, 2025**. Following the Initial Term and unless otherwise terminated, this Agreement may automatically renew for Three (3) successive one (1) year terms (each, a "Renewal Term") until such time as a party provides the other party with written notice of termination.

2. Contractor will provide the Services identified in Exhibit "A" entitled "Renewal Order Form", attached hereto. Prices for said Services shall be as set forth in Exhibit "A". In the event of any conflict between the provisions of the Agreement, this Amendment No. 1, or Exhibit "A" hereto, the provisions of this Amendment No. 1, then the Agreement, shall govern, notwithstanding anything to the contrary in Exhibit "A".
3. Except as expressly provided in Sections 1 and 2, above, all terms and conditions of the Agreement shall remain in full force and effect.
4. Termination for Non-Appropriation of Funds. Notwithstanding the above, customer may terminate this Agreement for non-appropriation of funds at any annual anniversary date of the Effective Date. In the event of termination of this Agreement under this paragraph, Contractor shall be paid Contractor's fees up to the date of termination.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

**CONTRACTOR**

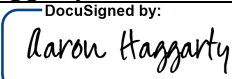
Business Name: Accela, Inc

Federal ID# 94-2767678

Printed Name: Aaron Haggarty

Title: Chief Legal Officer

Email: ahaggarty@accela.com

Signature: 

Date: 12/8/2020

**Contractor 2<sup>nd</sup> Signature (if corporation)**

Printed Name: Bobby Wilson

Title: CFO

Email: bwilson@accela.com

Signature: 

Date: 12/8/2020

**CITY OF BREA**

City of Brea

a California municipal corporation

Printed Name: William Gallardo

Title: City Manager

Email: billga@cityofbrea.net

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST** (if over \$25,000.00 or over \$200,000 for Public Works projects)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A to Amendment No. 1



2633 Camino Ramon, Suite 500  
San Ramon, CA 94583

Proposed by: Becky O'Brien  
Contact Phone: (925) 359-3334  
Contact Email: robrien@accela.com  
Quote ID: Q-20453  
Valid Through: 11/06/2020  
Currency: USD

# RENEWAL ORDER FORM

## Address Information

### Bill To:

City of Brea  
1 Civic Center Circle  
Brea, California 92821  
United States

### Ship To:

City of Brea  
1 Civic Center Circle  
Brea, California 92821  
United States

Billing Contact: Gabriel Linares  
Billing Phone: 7149907769  
Billing Email: gabriell@ci.brea.ca.us

## Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2020	11/14/2021	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2020	11/14/2021	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2021	11/14/2022	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2021	11/14/2022	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2022	11/14/2023	12	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2022	11/14/2023	12	\$2,633.97	22.00	\$57,947.40
					Total	\$57,947.40

Services Year 4	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2023	11/14/2024	12.00	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2023	11/14/2024	12.00	\$2,712.99	22.00	\$59,685.82
					Total	\$59,685.82

Services Year 5	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	11/15/2024	11/14/2025	12.00	\$0.00	40,963.00	\$0.00
Accela Civic Platform - Subscription User	11/15/2024	11/14/2025	12.00	\$2,794.38	22.00	\$61,476.40
					Total	\$61,476.40

## Renewal Terms / Information

### General Information

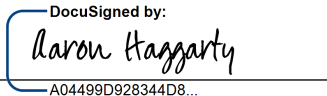
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: <a href="http://www.accela.com/terms">www.accela.com/terms</a> .
------------------------	--

### Order Terms

Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> <li>Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>Hosting and Support start on Accela's delivery of the software hosted and/or supported;</li> </ul>
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> <li>Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li> <li>Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form.</p> <ul style="list-style-type: none"> <li>In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.</li> <li>For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li> </ul>

Payment Terms		
Currency	USD	
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.	
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .	
Special Payment Terms	None unless otherwise specified in this section.	
Purchase Order	If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	PO#



Accela	Customer
By:  _____ <i>(Signature)</i>	By: _____ <i>(Signature)</i>
_____ A04499D928344D8... Aaron Haggarty _____ <i>(Print Name)</i>	_____ _____ _____ <i>(Print Name)</i>
Its: Chief Legal Officer _____ <i>(Title)</i>	Its: _____ _____ <i>(Title)</i>
Dated: 12/8/2020 _____ <i>(Month, Day, Year)</i>	Dated: _____ _____ <i>(Month, Day, Year)</i>

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Resolution Authorizing Submittal of Application for Beverage Container Recycling City/County Payment Programs and Related Authorizations

---

**RECOMMENDATION**

Adopt Resolution No. 2020-069.

**BACKGROUND/DISCUSSION**

Pursuant to Public Resources Code (PRC) section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Resources Recycling and Recovery (CalRecycle) is distributing \$10,500,000 (subject to funding availability) in Fiscal Year (FY) 2020-21 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. Each city is eligible to receive \$5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.

The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers – aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal. There are various expenditure categories for eligible use of the funds awarded which include, but are not limited to: bins/litter reduction, water refill stations, advertising/promotion, education/outreach, litter clean-up events, personnel and more.

The governing body is required to submit an adopted resolution as a component of the grant application. Agencies can adopt a resolution that is valid until rescinded to allow for more streamlined and efficient future application of funds. Therefore, it is recommended that Council adopt the resolution in this manner.

The City of Brea has previously applied for these Payment Programs funds, and is typically awarded \$10,000 or more. For the current cycle, Brea is eligible for \$11,517 in potential grant funds based on the per capita calculation. In years past, this grant has been used to purchase multi-material recycling bins (including beverage container recycling) for the Civic & Cultural Center, and to purchase recycled plastic lumber for benches and tables at parks or other City facilities (this is no longer an eligible expenditure, however). It has also been previously used in coordination with the Discovery Science Center's Eco Challenge Partnership Program to teach 6th grade students in various Brea schools about recycling and environmental sustainability.

## **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended to proceed.

## **FISCAL IMPACT/SUMMARY**

The Department of Resources Recycling and Recovery (CalRecycle) has grant funds available for cities and counties to promote beverage container recycling and litter cleanup activities. The City has applied for and been awarded these Payment Programs funds in past years. Staff requests City Council to consider and adopt a resolution authorizing the submittal of an application for the current cycle with a date that is valid until rescinded. The anticipated grant award for this cycle is \$11,517. Funding requests (including adopted Resolution and Letter of Designation) are due to CalRecycle on January 19, 2021, with payments distributed June - July 2021. A Letter of Designation is attached to allow the Public Works Director to execute all documents necessary to implement and secure payment.

There is no fiscal impact. No matching funds are required in order to apply for the Beverage Container Recycling City/County Payment Programs. By applying for these Payment Programs funds, the City can increase its resources available for recycling and environmental sustainability programs to benefit the community.

## **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Lizette Longacre, Recycling Coordinator

Concurrence: Gillian Lobo, Senior Management Analyst  
Tony Olmos, P.E., Public Works Director

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## **Attachments**

Resolution

Letter of Designation

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## **RESOLUTION NO. 2020-069**

### **RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS**

#### **A. RECITALS:**

(i) Pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions.

(ii) In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs.

(iii) CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

#### **B. RESOLUTION:**

**NOW, THEREFORE,** be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. The City of Brea is authorized to submit an application to CalRecycle for any and all payment programs offered.

2. The Public Works Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

**Reso. No. 2020-069**  
December 15, 2020

3. This authorization is effective until rescinded by the Signature Authority or this governing body.

**APPROVED AND ADOPTED** this 15th day of December, 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, 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 City Council of the City of Brea, held on the 15th day of December, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**Reso. No. 2020-069**  
December 15, 2020



## Letter of Designation

December 15, 2020

Pursuant to the Resolution authorizing an application for the Beverage Container Recycling City/County Payment Programs (Payment Programs), I am the designated Signature Authority for the City of Brea. I am authorized by the Resolution to execute on behalf of the City of Brea all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the Public Works Director.

This delegation is effective as long as the Resolution is in effect.

---

William Gallardo  
City Manager  
1 Civic Center Drive  
(714) 990-7600

**City Council**

**Marty Simonoff**  
*Mayor*

**Steven Vargas**  
*Mayor Pro Tem*

**Cecilia Hupp**  
*Council Member*

**Christine Marick**  
*Council Member*

**Glenn Parker**  
*Council Member*

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with Hardy & Harper, Inc. for the Imperial Highway/Berry Street Intersection Improvements, CIP No. 7278 ("Project")

---

**RECOMMENDATION**

1. Approve the Plans and Specifications;
2. Receive bids;
3. Adopt Resolution to transfer funding of \$260,000 from the Traffic Impact Fee Fund (Fund 540) from CIP No. 7276 to CIP No. 7278 ("Project");
4. Award Contract to the lowest responsive and responsible bidder, Hardy & Harper, Inc., in the amount of \$565,000; and
5. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

**BACKGROUND/DISCUSSION**

The Imperial Highway/Berry Street Intersection Improvements, CIP No. 7278 is programmed in the FY 2020-21 Capital Improvement Program (CIP). The Project is located at the intersection of Berry Street and Imperial Highway (SR 90) (Attachment A). The work consists of widening Imperial Highway (SR 90) to accommodate a new westbound right-turn pocket on the approach to the Berry Street intersection. The project will include removal of existing curb, gutter and sidewalk and construction of new curb, gutter, sidewalk, access ramps and roadway structural section for the new right-turn lane. The project will also include modifications to existing storm drain facilities and the traffic signal at the intersection. Modifications to existing utilities will include relocation of existing street lights and adjustment of manholes and valves. New signing and striping improvements, as well as reconstruction of traffic loop detection will also be required.

On October 8, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on October 22, 2020, 20 days prior to bid opening. A hard copy of the Bid Documents are available at the City Clerk's Office for review. There was one addendum to the Plans, which modified the height of a new pedestrian push button signal pole. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On November 10, 2020, staff received a total of eight bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$565,000.00

from Hardy & Harper, Inc. ("Hardy & Harper") from Lake Forest, CA (Attachment B).

Table 1 provides the results of the eight bids received.

**Table 1 – Total Bid Summary**

<b>Bidder Number</b>	<b>Bidder</b>	<b>Amount Bid</b>
1	Hardy & Harper, Inc.	\$565,000.00
2	Gentry Brothers, Inc.	\$579,617.35
3	All American Asphalt	\$599,999.00
4	Hillcrest Contracting	\$609,109.96
5	Sequel Contractors, Inc.	\$615,525.00
6	HYM Engineering, Inc.	\$628,392.70
7	Excel Paving Co.	\$637,728.25
8	Calpromax Engineering, Inc.	\$716,085.80
	<b><i>Engineer's Estimate</i></b>	<b>\$513,000.00</b>

As depicted in Table 1, the three lowest bids were very competitive, with the apparent lowest bid price from Hardy & Harper coming in greater than the Engineer's Estimate (EE) by approximately \$52,000, about 10% over.

Hardy & Harper has been in the construction business for 75 years and has completed construction of similar roadway improvement projects for the cities of Laguna Hills, Dana Point, and Tustin. Their California Contractor's license 215952 – A (General Engineering), C-8 (Concrete), and C-12 (Earthwork and Pavement), and Department of Industrial Relations registration number 100000076 have been verified by staff, and their bid package met the City requirements. In addition, staff contacted the cities of Laguna Hills, Dana Point, and Tustin, where the contractor received favorable reviews. Based on the aforementioned bid review, staff has determined Hardy & Harper to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, Hardy & Harper in the amount of \$565,000.00 (Attachment C).

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended to proceed.

#### **FISCAL IMPACT/SUMMARY**

The budget for CIP No. 7278 is programmed in the FY 2020-21 CIP budget for \$653,595, which included expenses for design. The total updated cost for the CIP No. 7278 going into construction is estimated at \$913,595 based on the apparent low bid amount of \$565,000, a 10% contingency, final right-of-way acquisition costs, and construction engineering costs. The source of funds for the approved budget is Traffic Impact Fund (540).

In order to award the Construction Contract to Hardy & Harper, staff is recommending



transferring funding of \$260,000 from CIP No. 7276 to CIP No. 7278. The improvements for CIP No. 7276 were recently revised, which resulted in a cost savings to the budget. Based on this re-design, there are sufficient funds remaining to transfer funding to CIP No. 7278, and still complete the improvements for CIP No. 7276. Both projects are funded from the Traffic Impact Fee Fund (Fund 540). Therefore, staff prepared a Resolution for the City Council consideration, which will increase funding for CIP No. 7278 and reduce funding for CIP No. 7276 (Attachment D). If the Resolution is adopted by City Council there will be sufficient funding to complete both projects with no increase in funding from the Traffic Impact Fee Fund (Fund 540). There is no impact to the General Fund from this Project.

The Project will construct a right-turn lane on Imperial Highway west bound onto Berry Street northbound as well as install new signals, curb and gutter, sidewalk, and ADA accessible ramps. If City Council approves staff recommendations, the Project is anticipated to start construction in January 2021 and be completed by April 2021.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Michael Ho, P.E., Deputy Director Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

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**Attachments**

Attachment A - Vicinity Map

Attachment B - Proposal Contractor Hardy & Harper

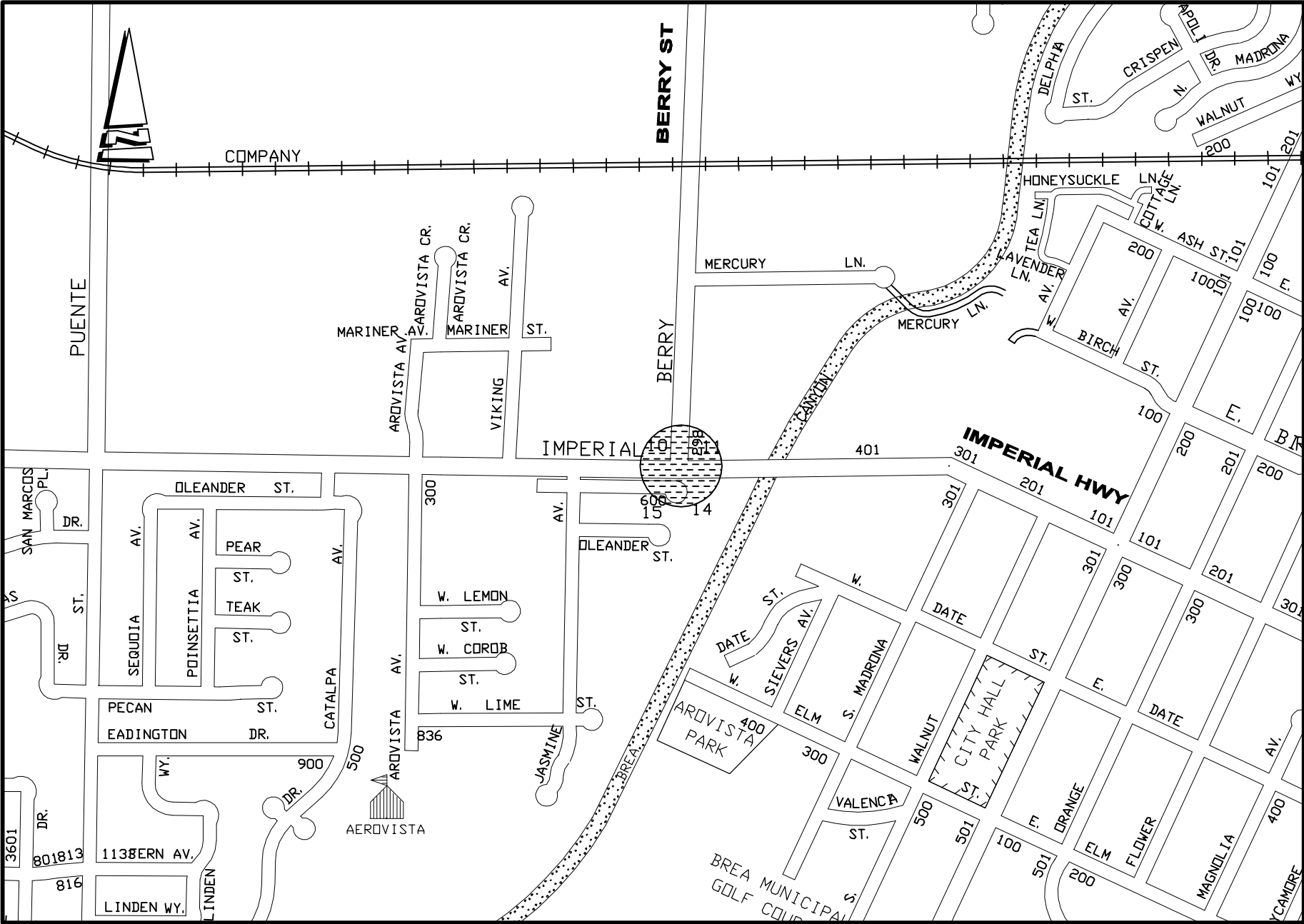
Attachment C - Contract

Resolution

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# PROJECT 7278

## IMPERIAL HIGHWAY AND BERRY INTERSECTION IMPROVEMENT



**VICINITY MAP**

**NOT TO SCALE**



## City of Brea

### Imperial Highway/Berry Street Intersection Improvements

CIP 7278

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01

November 6, 2020

#### Notice to All Bidders:

#### PROJECT PLANS:

Replace Sheet 8 of the Plans with the attached Plan Sheet 8 Addendum No. 01 to reflect the change in the PPB Post (N) height from 4'6" (N) to 4'7" (N) within the Standard and Equipment Schedule (B) Location .

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA  
PUBLIC WORKS DEPARTMENT

Rick Kreuzer, P.E.  
Project Design Engineer of Record

Cc: Lillian Harris-Neal, City Clerk  
Michael S. Ho, P.E., Deputy Director/City Engineer  
Steve Kooyman, P.E., Project Manager

*Attachments:* **Plan Sheet 8 Addendum No. 01**

**This is to acknowledge receipt and review of Addendum #01, dated November 6, 2020. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum #01 in the Contractor's Proposal, Page C-2.**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

for the

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS  
CIP PROJECT NO. 7278**

in the

**CITY OF BRE A**



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

**BIDS DUE:  
November 10, 2020  
2:00 PM, 3rd FLOOR  
City Clerk's Office**

**TONY OLMOS  
PUBLIC WORKS DIRECTOR**

**BID SET 10/8/2020**

**CITY OF BREA**

**PLANS  
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the

**IMPERIAL HIGHWAY BERRY STREET INTERSECTION IMPROVEMENTS  
CIP PROJECT NO. 7278**

**PREPARED BY;  
Kreuzer Consulting Group  
320 Main Street, Unit D  
Seal Beach, CA 90740**

**Prepared Under the Supervision of:**



---

**Richard Kreuzer, R.C.E. No. 42407**

**9/11/20**

**Date**

**Approved by:**

---

**Michael S. Ho, Deputy Director of Public Works/City Engineer  
R.C.E. No. 70299 Exp. 12/31/20**

**Date**

**NOTE:** *If there are any questions relative to this project, please call Michael Ho, P.E. at:*

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

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## **APPENDICES**

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# SECTION A

## NOTICE INVITING SEALED BIDS

**NOTICE IS HEREBY GIVEN** that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on November 10, 2020.**

**1. Project Name: Imperial Highway/ Berry Street Intersection Improvements CIP #7278**

The work consists of widening Imperial Highway (SR 90) for the implementation of a new westbound right turn pocket on the approach to the Berry Street intersection. The project will include removal of existing curb, gutter and sidewalk and construction of new curb and gutter, sidewalk, access ramps and roadway structural section. The project will also include modifications to existing storm drain facilities and the existing traffic signal at the intersection. Modifications to existing utilities will include relocation of existing street lights and adjustment of manholes and valves. New signing and striping improvements and reconstruction of traffic loop detection will also be required.

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

**3. Bid Opening:** Bids will be opened and read at a reasonable time following the time stated above on **November 10, 2020 via phone conference line at the following number:**

**Dial-in Info: 714-671-3685**

**Participant Code: 711-686-87#**

The Bidders can dial in with the above phone number and use the **Participation Code** followed by the # key. Once all Bids have been opened and read, Bidders may only ask questions for clarifying a bid total read or bidder name. All further inquiries on the Bids shall be submitted in writing to the City Clerk's Office via Public Records Request. The Bid Summary will be posted on CIPLIST.com once reviewed and compiled.

Sealed bids can be mailed/Fed-x in prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. **Bids that will be hand delivered by the Bidder shall be submitted into a Drop-Box located at the third floor of the Civic Center, One Civic Center Circle, Brea, California 92821 between the hours of 8:00 AM and no later than 2:00 PM. The Drop-Box will be located at the Engineering Front Counter.** The outside of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278 DO NOT OPEN WITH REGULAR MAIL"**.

**4. Non-Mandatory Pre-Bid Meeting:** A non-mandatory pre-bid meeting will be held on Thursday, October 22, 2020. The pre-bid meeting will be held at the **City of Brea Civic Center, 1 Civic Center Cir, 2<sup>nd</sup> Floor, CA 92821 in the Conference Center at 10:30 AM.**

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

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

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

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

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

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

**11. Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: **Michael Ho, PE, Deputy Director/City Engineer at [michaelh@ci.brea.ca.us](mailto:michaelh@ci.brea.ca.us).**

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

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

**Published Date:** \_\_\_\_\_

# SECTION B

## INSTRUCTIONS TO BIDDERS

### 1. Proposal Forms

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

### 2. Proposal Guarantee

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

### 3. Proposal Signature

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

#### **4. Delivery Of Proposal**

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

**“SEALED BID”**

**for**

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS  
CIP #7278  
in the**

**CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL**

Proposals may be mailed/Fed-x or delivered by messenger pursuant to the instructions as set forth in Section A “Notice Inviting Sealed Bids”. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in Section A “Notice Inviting Sealed Bids”. Late proposals will not be considered.

#### **5. Return Of Proposal Guarantees**

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

#### **6. Taxes**

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

#### **7. Disqualification Of Bidders**

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

#### **8. Contractor's License Requirement**

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

## **9. Registration with the Department of Industrial Relations**

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

## **10. References**

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

## **11. Listing Of Subcontractors**

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

## **12. Discrepancies And Misunderstandings**

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

## **13. Equivalent Materials**

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

#### **14. Legal Responsibilities**

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

#### **15. Award Of Contract**

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

#### **16. Material Guarantee**

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

#### **17. Execution Of Contract**

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



## **18. Submission of Bonds And Insurance**

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

## **19. Addenda**

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

## **20. Blank**

## **21. Questions to the Engineer**

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to **ten (10) working days** prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

## **22. RFI (SEE NEXT PAGE)**

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

**CITY OF BREA**

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS  
CIP PROJECT #7278**

**REQUEST FOR INTERPRETATION OF CONTRACT  
DOCUMENTS**

**Date:**

**Time:**

**Company:**

**Contact Person:**

**Address:**

**Telephone:**

**FAX:**

**Plan Sheet:**

**Specification Section:**

**INTERPRETATION REQUESTED:**

**REPLY:**

**TO A/E:**

## SECTION C

### PROPOSAL

#### IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278

in the

#### CITY OF BREA

#### TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **60 Working Days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

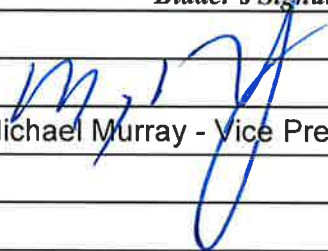
If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S Notice of Intent to Award the contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

*Bidder's Bond - 10%*

Accompanying this proposal of bid, find \_\_\_\_\_ in the amount of \$\_\_\_\_\_ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed

Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	11/06/2020	 Michael Murray - Vice President

**IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS**  
**CIP #7278**

**PROJECT BID SCHEDULE**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demolition (5% Max)	LS	1		40,000 <del>\$6,000</del> (sk)
2	WPCP/NPDES/BMP's	LS	1		\$6,000
3	Traffic Control	LS	1	\$31,568	\$31,568
4	Clearing and Grubbing	LS	1	\$10,000	\$10,000
5	Cold Plane Roadway	SF	1,487	\$4.00	\$5,948
6	Remove Curb and Gutter	LF	410	\$13.00	\$5,330
7	Remove Curb	LF	48	\$13.00	\$624.00
8	Remove Sidewalk	SF	3,441	\$2.50	\$8,602.50
9	Remove Tree	EA	4	\$1,000	\$4,000
10	Remove Catch Basin	EA	2	\$3,700	\$7,400
11	Remove Storm Drain Pipe	LF	52	\$255.00	\$13,260
12	Remove Fire Hydrant	EA	1	\$4,400	\$4,400
13	Remove Water Service	LF	1	\$3,600	\$3,600
14	Remove Median Hardscape	SF	61	\$18.00	\$1,098.00
15	Remove Sign Post	EA	1	\$500.00	\$500.00
16	Unclassified Excavation	CY	662	\$65.00	\$43,030
17	Type A2 Curb and Gutter (8" cf)	LF	305	\$32.00	\$9,760
18	Type A1 Curb (8" cf)	LF	6	\$250.00	\$1,500
19	Variable Height Retaining Curb	LF	208	\$110.00	\$22,880
20	PCC Sidewalk	SF	3,083	\$8.50	\$26,205.50
21	Rubberized Hot Mix Asphalt, Type G	TON	100	\$115.00	\$11,500
22	Hot Mix Asphalt Base Course, Type A	TON	420	\$85.00	\$35,700
23	Class 2 Aggregate Base Material	TON	124	\$65.00	\$8,060.00
24	Curb Ramp, Case A, with Yellow Truncated Domes	EA	2	\$3,300	\$6,600
25	Curb Ramp, Case B Modified, with Yellow Truncated Domes	EA	1	\$3,300	\$3,300

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	24" RCP Storm Drain	LF	55	\$ 485.00	\$26,675
27	Drainage Inlet Type OL	EA	2	\$12,200	\$24,400
28	Gutter Depression	EA	2	\$4,600	\$9,200
29	Junction Chamber	EA	2	\$18,000	\$36,000
30	Street Light System Modification	LS	1	<del>\$15,000</del> <sup>15,000</sup> <del>\$10,000</del> <sup>10,000</sup>	15,000
31	Fire Hydrant	EA	1	<del>\$14,000</del> <sup>14,000</sup> <del>\$5,900</del> <sup>5,900</sup>	14,000
32	Water Service	EA	1	<del>\$5,900</del> <sup>5,900</sup> <del>\$6,000</del> <sup>6,000</sup>	5,900
33	Fine Grade, and Retrofit Irrigation on Off site property	LS	1	<del>\$6,000</del> <sup>6,000</sup> <del>\$1.00</del> <sup>1.00</sup>	6,000
34	3" Mulch	SF	3,259	<del>\$500.00</del> <sup>500.00</sup> <del>\$3,259.00</del> <sup>3,259.00</sup>	3,259
35	Remove and Salvage Business Sign	LS	1	<del>\$500.00</del> <sup>500.00</sup> <del>\$7,000</del> <sup>7,000</sup>	500.00
36	Signing and Striping	LS	1	\$7,000	\$7,000
37	Traffic Signal Loop Detectors	EA	14	\$300.00	\$4,200
38	Traffic Signal Modification (City-supplied Poles and Mast Arms)	LS	1	\$100,000	\$100,000
<b>Total: Bid in Figures:</b> <b>\$565,000.00</b>					
<b>Total: Bid in Words:</b> Five hundred sixty-five thousand dollars and zero cents					

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.

 (Bidders Initials)  
 Michael Murray - Vice President





I, Michael Murray, am  
the (Print Name)  
Vice President of Hardy & Harper, Inc.  
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 9 day of November, 2020.

Name of Bidder

Signature of Bidder Michael Murray - Vice President

32 Rancho Circle Lake Forest, CA 92630  
Address of Bidder



**BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS**

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

Signed  \_\_\_\_\_

Title Michael Murray - Vice President

Firm Hardy & Harper, Inc.

Date 11/09/2020

# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Hardy & Harper, Inc.

Contractor

By

Michael Murray - Vice President

Title

Date: 11/09/2020

## DISQUALIFICATION QUESTIONNAIRE

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

### QUESTIONNAIRE

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

☐ Yes    ☒ No

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

N/A

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

## COMPENSATION INSURANCE CERTIFICATE

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

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

Hardy & Harper, Inc.

Contractor

By

Michael Murray - Vice President

Title

Date: 11/09/2020

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Hardy & Harper, Inc.

Bidder Name

32 Rancho Circle

Business Address

Lake Forest, CA 92630

City,

State

Zip

(714 ) 444-1851

Telephone Number

ablanchard@hardyandharper.com

Email Address

215952; A, C-8 & C12

State Contractor's License No. and Class

1000000076

DIR Registration Number

03/13/63

Original Date Issued (State Contractor's License)

12/31/2021

Expiration Date

The work site was inspected by \_\_\_\_\_ of our office on 11/06, 2020

**Cody Gawryluk - Sr. Estimator**

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

Dan T. Maas - President

Michael Murray - Vice President

Tanner Hambright - Vice President

Kristen S. Paulino - Corporate Secretary

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Hardy & Harper, Inc.

Company Name

Signature of Bidder

Michael Murray - Vice President

Printed or Typed Signature

Subscribed and sworn to before me this \_ day of \_\_\_, 20\_.

NOTARY PUBLIC \_\_\_\_\_

NOTARY SEAL

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

1. Please see attached - Hardy & Harper, Inc. References.

Name and Address of Public Agency \_\_\_\_\_

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

Contract Amount

Type of Work

Date Completed

2. \_\_\_\_\_

Name and Address of Public Agency \_\_\_\_\_

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

Contract Amount

Type of Work

Date Completed

3. \_\_\_\_\_

Name and Address of Public Agency \_\_\_\_\_

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

Contract Amount

Type of Work

Date Completed

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

x

x

x

x

x

x

\_\_\_\_\_  
*Signature of Document Signer No. 1*\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9 day of November, 2020,  
by                      *Date*                      *Month*                      *Year*(1) Michael Murray(and (2)                     ),  
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.Signature Ashlie Blanchard  
*Signature of Notary Public*

*Seal*  
*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**PUBLIC WORKS REFERENCES**  
**2017/2019**

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
<b>City of Jurupa Valley</b> 8930 Limonite Ave Jurupa Valley, CA 92509	Mike Myers (951) 332-6464 <a href="mailto:mmyers@jurupavalley.org">mmyers@jurupavalley.org</a>	T.R.I.P Pavement Rehab, Phase I \$1,254,012.21 03/17
<b>City of Newport Beach</b> 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran (949) 644-3340 <a href="mailto:ftran@newportbeachca.gov">ftran@newportbeachca.gov</a>	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66 3/17
<b>City of Rancho Cucamonga</b> 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 <a href="mailto:Romeo.David@cityofrc.us">Romeo.David@cityofrc.us</a>	Red Hill Park Pedestrian Trail Renovation Project \$171,888.70 3/17
<b>City of Signal Hill</b> 2175 Cherry Ave Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 <a href="mailto:acaraveo@cityofsignalhill.org">acaraveo@cityofsignalhill.org</a>	Willow Street Improvement Project \$922,100.43 6/17
<b>City of Laguna Hills</b> 24035 El Toro Rd Laguna Hills	Frank Tran (949) 644-3340 <a href="mailto:ftran@newportbeachca.gov">ftran@newportbeachca.gov</a>	Arterial Pavement Mngmt. Project Street Rehabilitation \$1,375,406.90 6/17
<b>City of Highland</b> 27215 Base Line Highland, CA 92346	John Egan (909) 890-1255 <a href="mailto:jegan@erscinc.com">jegan@erscinc.com</a>	West Highland Bikeways Infrastructure & Pavement Imprv. \$2,678,788.77 7/17
<b>City of Irvine</b> One Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 <a href="mailto:bbrown@cityofirvine.org">bbrown@cityofirvine.org</a>	Yale Ave Rehabilitation Irvine Center Drive Bid No. 17-1160 \$2,453,343.83 7/17
<b>City of Pasadena</b> 100 N. Garfield Ave Pasadena, CA 91109	Tony An (626) 744-7403 <a href="mailto:tan@cityofpasadena.net">tan@cityofpasadena.net</a>	Preventative Maintenance of Street 2016 \$945,932.59 8/17
<b>City of Ontario</b> 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 <a href="mailto:msotomayor@ontarioca.gov">msotomayor@ontarioca.gov</a>	ATP Cycle I Safe Routes to School Sidewalk Imprv. \$824,850.88 10/17
<b>City of Inglewood</b> One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 <a href="mailto:hhunter@cityofinglewood.org">hhunter@cityofinglewood.org</a>	Streets & Alleys Rehabilitation Project \$2,639,330.06 11/17



**PUBLIC WORKS REFERENCES**  
**2017/2019**

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
<b>City of Covina</b> 125 E. College Covina, CA 91723	Chris Marcarello (626) 384-5490 <a href="mailto:pw@covinaca.gov">pw@covinaca.gov</a>	Grand Ave. Street Rehabilitation Fed Project NO. :STPL-5118(020) \$3,030,000.00 5/18
<b>City of Rancho Palos Verdes</b> 30940 Hawthorn Blvd. Rancho Palos Verdes, CA 90275	Ron Dragoo (310)544-5252 <a href="mailto:gkwolek@lcf.ca.gov">gkwolek@lcf.ca.gov</a>	Residential St. Rehab. Project \$2,227,000.00 5/18
<b>City of Downey</b> 11111 Brookshire Ave. Downey, CA 90241	Edwin. Norris (562) 904-7110 <a href="mailto:enorris@downeyca.org">enorris@downeyca.org</a>	CIP No. 18-02 Residential St. Pavement Rehab. Project \$1,808,000.00 03/19
<b>City of Dana point</b> 33282 Golden Lantern Dana Point, Ca 92629	Matthew Sinacori (949) 248-3500 <a href="mailto:msinacori@danapoint.org">msinacori@danapoint.org</a>	Arterial Roadway Resurface & Pavement Preservation Project \$3,993,000.00 1/18
<b>City of Fountain Valley</b> 10200 Slater Ave. Fountain Valley, CA 92708	Fatana Temory (714)593-4433 <a href="mailto:fatana.Temory@fountianvalley.org">fatana.Temory@fountianvalley.org</a>	Resurface & Rehab. Of Euclid Street from Slater Ave. to Warner ave. No. TI-271 \$1,077,000.00 9/18
<b>City of Pomona</b> 505 South Garey Ave. Pomona, CA 91766	Public Works (909)620-2261 <a href="mailto:pwengineering@ci.pomona.ca.us">pwengineering@ci.pomona.ca.us</a>	Major Street Improvements \$3,839,000.00 8/18
<b>City of Lancaster</b> 44933 Fern Ave. Lancaster, CA 93534	Luis Garibay (661)723-6110 <a href="mailto:lgaribay@cityoflanaster.org">lgaribay@cityoflanaster.org</a>	2018 Sidewalk, Curb & Gutter Repairs \$1,976,000.00 12/18
<b>City of Tustin</b> 300 Centennial way Tustin, CA 92780	Mario Medina (949)394-8955 <a href="mailto:mmedina@tustinca.org">mmedina@tustinca.org</a>	FY 2017-18 Roadway Rehab. & Sidewalk Repair Project \$1,575,125.00 10 /18
<b>City of Vernon</b> 4305 S. Santa fe Ave. Vernon, CA 90058	Daniel Wall (323) 583-8811 x305 <a href="mailto:PublicWorksBids@ci.vernon.ca.us">PublicWorksBids@ci.vernon.ca.us</a>	Downey Road Improvements \$2,584,000.00 1/17
<b>City of Diamond Bar</b> 21810 Copley Drive	Jason Williams (909)839-7050	Residential & Collector Road Rehab. Project

**PUBLIC WORKS REFERENCES**  
**2017/2019**

Attachment A

Diamond Bar, CA 91765	<a href="mailto:Jwilliams@diamondbarca.gov">Jwilliams@diamondbarca.gov</a>	\$1,551,000.00	12/18
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## Responsible Bidder – Supplemental Questionnaire

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

74 Years

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

☐ Yes ☒ No

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

N/A  
Case Number                      Bankruptcy Court                      Date Filed

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

☐ Yes ☒ No

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

N/A  
Case Number                      Bankruptcy Court                      Date Filed

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

If “yes,” explain on a separate page.

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

N/A %

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name Total Construction Value

Please see attached - Hardy & Harper, Inc. References.

Description and Location of Project

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2. Project Name Total Construction Value

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Description and Location of Project

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3. Project Name Total Construction Value

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Description and Location of Project

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4. Project Name Total Construction Value

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Description and Location of Project

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5. Project Name Total Construction Value

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Description and Location of Project

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

Owner/Agency	Contact Info	Project Title, Amount & Completion Date
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Joseph Fuentes 714-536-5431 <a href="mailto:jfuentes@surfcity-hb.org">jfuentes@surfcity-hb.org</a>	Nichols Lane Rehabilitation From Slater Ave to Warner Ave \$644,000.00 9/2016
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Bill Simmons 760-770-0340 <a href="mailto:bsimmons@cathedralcity.gov">bsimmons@cathedralcity.gov</a>	Date Palm Dr & Cathedral Canyon Pavement Rehabilitation \$939,000.00 11/2016
City of Moreno Valley 14177 Federick Street Moreno Valley, CA 92552	Henry Ngo 951-413-3100 <a href="mailto:henryn@moval.org">henryn@moval.org</a>	Edgemont Neighborhood Pavement Rehabilitation \$383,000 12/2016
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Fe Rama 909-364-2600 <a href="mailto:frama@chinohills.org">frama@chinohills.org</a>	FY 2016-2017 Street Improvement Project \$1,039,000.00 12/2016
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	Melinda Barnes 909-387-7920 <a href="mailto:mebarnes@dpw.sbcounty.gov">mebarnes@dpw.sbcounty.gov</a>	Slover Ave Phase II \$2,405,020.32 1/2017
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran 949-644-3340 <a href="mailto:fttran@newportbeachca.gov">fttran@newportbeachca.gov</a>	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66 3/2017
County of Los Angeles 900 S Fremont Ave Alhambra, CA 91803	Jose Pou 626-458-2191 <a href="mailto:jpou@dpw.lacounty.gov">jpou@dpw.lacounty.gov</a>	124th Street Et. Al RDC0013372 \$4,304,600.00 12/2014
City of Palos Verdes Estates 340 Palso Verdes Dr. West Palos Verdes Estates, CA 90274	Jack Rydell 310-378-0383 <a href="mailto:jackrydell@caaprofessionals.com">jackrydell@caaprofessionals.com</a>	FY 14/15 Street Resurfacing Project 14-07 \$1,187,987.00 12/2014
City of Tustin 300 Centennial Way Tustin, CA 92780	Eddy Jan 714-573-3157 <a href="mailto:ejan@andpen.com">ejan@andpen.com</a>	2013-14 Roadway Rehabilitation & Sidewalk Repair project \$1,491,543.00 12/2014
City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Richard Yee 626-744-4643 <a href="mailto:Richardyee@cityofpasadena.net">Richardyee@cityofpasadena.net</a>	Preventitive Maintenance Street Fed ID NO. STPL-5064(081) \$1,518,231.24 8/2015
City of Cypress 5275 Orange Ave Cypress, CA 90630	Nick Mangkalakiri 714-229-6729 <a href="mailto:nmangkalakiri@cypressca.org">nmangkalakiri@cypressca.org</a>	2008/09 Overlay Project \$1,366,000.00 6/2009
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Eric Charlonne 714-536-5430 <a href="mailto:echarlonne@surfcity-hb.org">echarlonne@surfcity-hb.org</a>	Rehabilitation of Center Magnolia & Springdale \$2,393,000.00 8/2012
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 <a href="mailto:fborges@ci.laguna-niguel.ca.us">fborges@ci.laguna-niguel.ca.us</a>	10-11 Overlay & sub Drain Improvement \$1,573,000.00 4/2011
City of Desert Hot Springs 65-950 Pierson Blvd Desert Hot Springs, CA 92240	Hal Goldenberg 760-329-6411 <a href="mailto:hgoldenberg@cityofdhs.org">hgoldenberg@cityofdhs.org</a>	2012 Street Rehabilitation Program Phase 2 \$1,212,000.00 11/2012
City of Perris 101 N "D" Street Perris, CA 92572	Chris Sunde 951-943-6504 <a href="mailto:chris@trilakeconsultants.com">chris@trilakeconsultants.com</a>	2012 Grind & Overlay Rehabilitation \$789,000.00 11/2012



City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Elvin Jiang 626-744-6912 <a href="mailto:elvinjiang@cityofpasadena.net">elvinjiang@cityofpasadena.net</a>	2009 Resurfacing of Streets \$4,473,000.00 12/2010
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 <a href="mailto:fborges@ci.laguna-niguel.ca.us">fborges@ci.laguna-niguel.ca.us</a>	Marina Hills Neighborhood Pavement Rehabilitation Project \$3,738,000.00 5/2018
County of Riverside 3525 14th Street Riverside, CA 92501	Trai Nguyen 951-961-5363 <a href="mailto:tnguyen@dpw.sbcounty.gov">tnguyen@dpw.sbcounty.gov</a>	Murrieta Hot Springs Road \$1,305,000.00 4/2014
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Tuan Pham 714-548-3456 <a href="mailto:tpham@westminster-ca.gov">tpham@westminster-ca.gov</a>	Brookhurst Street \$1,116,920.00 3/2014
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 <a href="mailto:showard@riversideca.gov">showard@riversideca.gov</a>	Arterial Street Maintenance \$4,444,000.00 3/2014
City of Jurupa Valley 8939 Limonite Ave Jurupa Valley, CA 92509	Mike Myers 951-332-6464 <a href="mailto:mmyers@jurupavalley.org">mmyers@jurupavalley.org</a>	TRIP Pavement Rehabilitation Phase I \$1,254,012.21 3/2017
City of Laguna Hills 24035 El Toro Rd Laguna Hills, CA	Kenneth H. Rosenfield (949) 707-2655 <a href="mailto:krosenfield@lagunahillsca.gov">krosenfield@lagunahillsca.gov</a>	Arterial Pavement Management Project Street Rehabilitation \$1,275,406.90 5/2017
City of Highland 27215 Base Line Highland, CA 92347	John Egan 909-890-1255 <a href="mailto:jegan@erscinc.com">jegan@erscinc.com</a>	West Highland Bikeways Infrastructure & Pavement Improv \$2,678,788.77 7/2017
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown 949-724-6000 <a href="mailto:bbrown@cityofirvine.org">bbrown@cityofirvine.org</a>	Yale Ave Rehabilitation Irvine Center Drive \$2,453,343.83 7/2017
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 <a href="mailto:showard@riversideca.gov">showard@riversideca.gov</a>	Minor Street Maintenance \$1,543,000.00 4/2014
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	J.D Gayman 909-387-7924 <a href="mailto:jdgayman@dpw.sbcounty.gov">jdgayman@dpw.sbcounty.gov</a>	San Bernardino Ave \$1,577,000.00 6/2014
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen 310-412-5333 <a href="mailto:hhnter@cityofinglewood.org">hhnter@cityofinglewood.org</a>	Street & Alleys Rehabilitation Project \$2,639,330.06 11/2017
City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA 92677	Frank Borges 949-362-4325 <a href="mailto:fborges@ci.laguna-niguel.ca.us">fborges@ci.laguna-niguel.ca.us</a>	St. Christopher Neighborhoods & Via Vetti Pavement Rehabilitation \$1,226,861.00 9/2015
City of Norco 2870 Clark Ave Norco, CA 92860	Bill Thomas 951-735-3900 <a href="mailto:bthomas@ci.norco.ca.us">bthomas@ci.norco.ca.us</a>	FY 2015-16 Annual Minor Street Rehabilitation Phase I \$777,000.00 10/2015
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Fuad Shamout 805-318-0661 <a href="mailto:fshamout@simivalley.org">fshamout@simivalley.org</a>	FY 2015-16 Annual Minor Street Rehabilitation \$1,213,960.50 11/2015
City of Walnut 21201 La Puente Rd	Natalie Avila 909-594-9702	Area 1 & 2 Street Resurfacing project

Walnut, CA 91789	<a href="mailto:navila@rkagroup.com">navila@rkagroup.com</a>	\$1,076,200.00	11/2015
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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
Hardy & Harper, Inc.

\_\_\_\_\_ as PRINCIPAL, and  
Fidelity and Deposit Company of Maryland

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

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of Amount Bid \_\_\_\_\_. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Imperial Highway / Berry Street Intersection Improvements, CIP Project No. 7278

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on 11/10/2020

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of November, 2020.

Hardy & Harper, Inc.  
Principal

By: \_\_\_\_\_

Michael Murray - V.P.

Fidelity and Deposit Company of Maryland  
Surety

By: \_\_\_\_\_

Dwight Reilly, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2020.



**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On November 3, 2020 before me, Ashlie Blanchard, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ashlie Blanchard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CONSTRUCTION AGREEMENT****IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENT  
CIP #7278**

This Construction Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Hardy and Harper, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is 215952 A, C-8 and C-12. Contractor's DIR registration number is 1000000076.

**RECITALS**

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENTS CIP #7278** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **IMPERIAL HIGHWAY/ BERRY STREET INTERSECTION IMPROVEMENT CIP #7278** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 565,000.00**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

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

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

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

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

5. **COMPLETION DATE / LIQUIDATED DAMAGES:**

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

B. Liquidated damages will be assessed in the amount of **\$1,000.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor.



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

**6. TERMINATION:**

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

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

**7. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

## **8. LABOR CODE COMPLIANCE:**

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

**9. UNRESOLVED DISPUTES:**

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

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

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

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

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

**13. TRENCHING AND EXCAVATIONS:**

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

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

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

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

**16. CONTRACTOR'S LIABILITY:**

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

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

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

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

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

**17. ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

**18. CONTRACTOR'S REPRESENTATIONS:** Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

**19. NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:  
 Director of Public Works  
 City of Brea  
 1 Civic Center Circle  
 Brea, California 92821

To Contractor:  
Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92630

**20. NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

**21. APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

**22. ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.



23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[HARDY AND HARPER, INC.]

[use this signature block if Contractor is a corporation]

  
\_\_\_\_\_  
☐ Chairperson ☐ President ☒ Vice President  
Michael Murray

  
\_\_\_\_\_  
☒ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer  
Kristen Paulino

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

CITY OF BREA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

## **RESOLUTION NO. 2020-070**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2020-21 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND RE-APPROPRIATE FUNDS FROM THE TRAFFIC IMPACT FUND (540) FOR THE CAPITAL IMPROVEMENT PROGRAM PROJECT 7276, LAMBERT ROAD AND PUENTE STREET INTERSECTION IMPROVEMENT TO THE TRAFFIC IMPACT FUND (540) FOR PROJECT 7278 IMPERIAL HIGHWAY AND BERRY STREET INTERSECTION IMPROVEMENTS**

### **A. RECITALS:**

(i) The City Council has determined that it is in the best interest of the City of Brea to re-appropriate funds from the Traffic Impact Fund (540) programmed for the Capital Improvement Program Project 7276, Lambert Road and Puente Street Intersection Improvement to the Traffic Impact Fund (540) for Project 7278, Imperial Highway and Berry Street Intersection improvements for the fiscal year 2020-21.

(ii) The Capital Improvement Program Budget, Resolution No. 2020-045, and subsequent amendments, did not anticipate the 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. 2020-045, as heretofore amended, be further amended to:

1. Reduce funding from the Traffic Impact Fund (540) to the Capital Improvement Program Project 7276, Lambert Road and Puente Street Intersection Improvement by \$260,000; and

2. Increase funding to the Traffic Impact Fund (540) for the Capital Improvement Program Project 7278, Imperial Highway and Berry Street Intersection improvements by \$260,000; and

3. De-obligate \$260,000 in funding previously appropriated to the Capital Improvement Program Project 7276, Lambert Road and Puente Street Intersection Improvement.

**APPROVED AND ADOPTED** this 15th day of December 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, 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 15th day of December 2020, by the following vote:

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**Reso. No. 2020-070**  
December 15, 2020

## City of Brea

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### **COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Award the Purchase of a Pre-engineered Pedestrian Bridge for Birch Hills Golf Course to TrueNorth Steel

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### **RECOMMENDATION**

1. Award the purchase of a pre-engineered pedestrian bridge for Birch Hills Golf Course to TrueNorth Steel in the amount of \$46,744.11; and
2. Authorize the City Engineer to issue change orders up to 10% of the contract price for required fabrication design changes.

### **BACKGROUND/DISCUSSION**

The Birch Hills Golf Course Bridge Replacement Project, CIP No. 7958 is programmed in the FY 2020-21 Capital Improvement Program (CIP). The existing golf cart bridge, constructed in 1974, is a wood-framed superstructure, spanning 60' over the Loftus Diversion Channel. The bridge's superstructure and railings are deteriorated and damaged to the point of being hazardous, so the City had to close the bridge to traffic until it can be replaced. The replacement bridge will be a pre-engineered steel rolling beam structure.

On October 26, 2020, staff issued a Request for Bids (RFB) to select a qualified bridge fabricator/supplier for the purchase of this bridge. The RFB was posted on the City of Brea's procurement website. This RFB is for the purchase of the bridge only. Another RFB to perform the demolition, foundation, and installation work will be issued shortly after the drawings are approved and prior to the time that the new bridge arrives. It will take about three months to fabricate and deliver the bridge. The two separate RFBs should help save costs by purchasing the bridge directly from the manufacturer and will help expedite the review and approval process for the drawings versus going through the prime installation contractor only.

On November 24, 2020, staff received four bids shown below in order of lowest to highest bid. The RFB contained options for two different types of bridges. Some bidders submitted pricing for only one option while others submitted pricing for both options. TrueNorth Steel's bid was responsive and the lowest-priced bid. Staff recommends awarding option 1 to TrueNorth Steel as the overall design is more appealing and it is only \$489.19 more than their option 2 bid. The bid price from TrueNorth Steel was about \$13,256 or about 22% less than the Engineer's Estimate.

<b>Bidder</b>	<b>Option 1</b>	<b>Option 2</b>
TrueNorth Steel	*\$46,744.11	\$46,254.92
Wheeler Lumber	\$48,900.64	No Bid
Contech	\$56,420.06	No Bid
The Approach	\$62,999.10	\$81,499.00
<i>*award recommendation</i>		

### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended to proceed.

### **FISCAL IMPACT/SUMMARY**

The Project budget to replace the existing wooden bridge with a pre-engineered steel rolling beam structure is programmed in the FY 2020-21 CIP for \$130,000 from Fund 182 (FARP). Staff has reviewed their bid, verified their references, and recommends awarding the purchase of the Birch Hills Golf Course Bridge to TrueNorth Steel in the amount of \$46,744.11 and authorizes the City Engineer to issue change orders up to 10% of the Contract Price for required fabrication design changes.

If City Council approves staff recommendations, the Project is anticipated to start construction in early March 2021 and be completed by April of 2021.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer; and  
Neil Groom, Procurement and Contracts Administrator

Concurrence: Tony Olmos, P.E., Public Works Director and  
Cindy Russell, Administrative Services Director

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### **Attachments**

Attachment A - Location Map

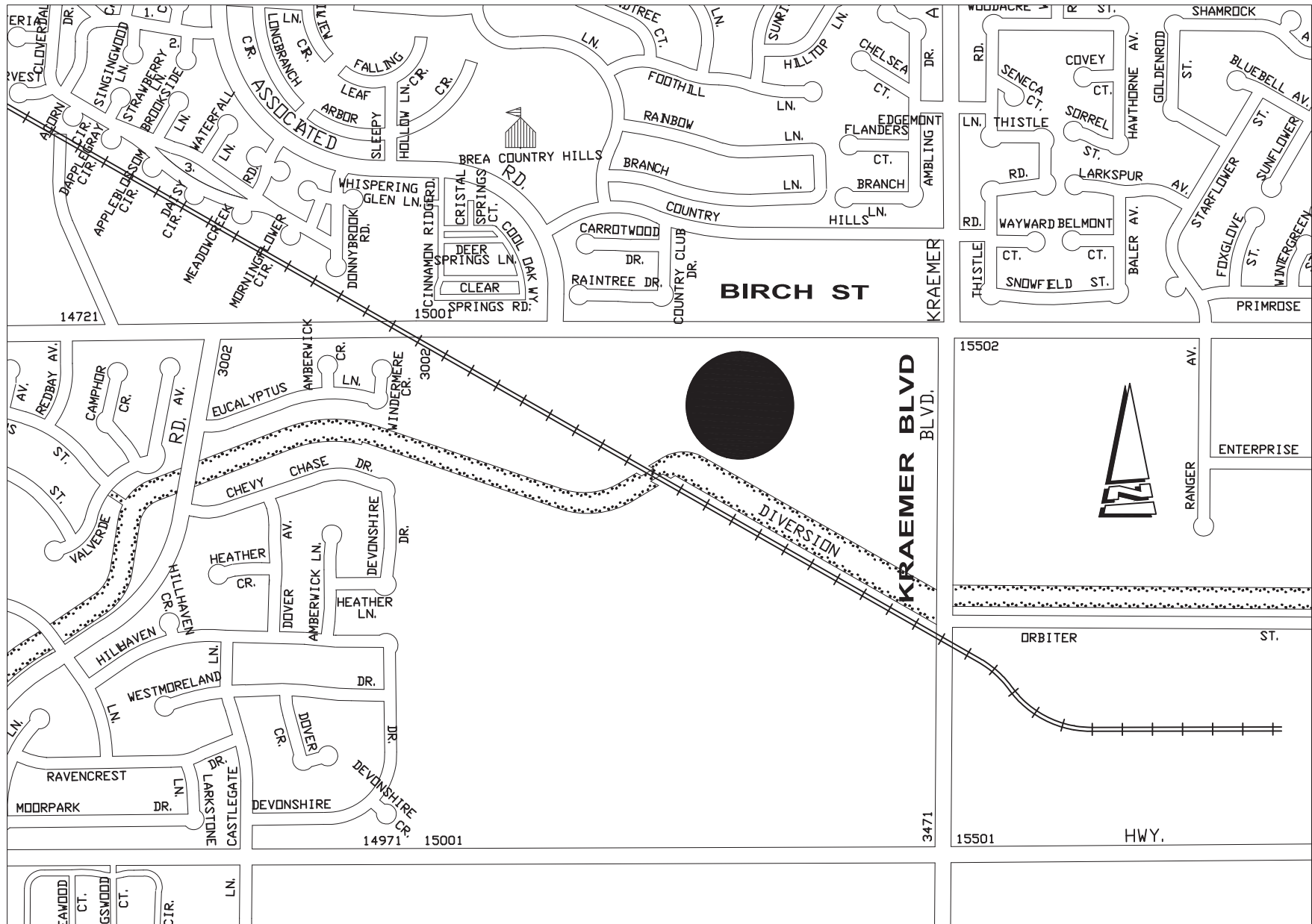
Attachment B - Specifications

Attachment C - Offer and Acceptance Agreement

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# PROJECT 7958

## NEW BRIDGE AT BIRCH HILLS GOLF COURSE



**VICINITY MAP**  
NOT TO SCALE



**Request for Bids**  
***for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course***  
**RFB No. 2020102601**



## **General Provisions Section**

**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

1. **New Materials.** Contractor must provide new products that are in good condition unless otherwise stated in Solicitation.
2. **Discounts/Rebates.** Offer must include any discounts or rebates in Offer prices.
3. **Patents, Royalties, and License Fees.** Offer must include all applicable patent, copyright, royalties, and license fees in Offer prices. Contractor shall defend all suits or claims for any infringement against City, and hold City harmless from any associated loss, costs, and attorney's fees.
4. **Delivery Costs.** Offer must include all applicable delivery charges in Offer prices. FOB is destination to the City-specified location where title transfers to City. Delivery costs must include delivery, offloading, and inside delivery as may be required by the Scope of Work and Specifications.
5. **Installation Costs.** Offer must include all installation costs in Offer prices. On-site installations require insurance as set forth in Insurance Requirements below.
6. **Fees.** Governmental mandated fees, surcharges, and taxable taxes. Waste disposal fees.
7. **Taxes.** Offer must include sales tax for lump sum items and subtotal sales tax for individual items, unless otherwise specified in Solicitation in Offer prices. City pays applicable State sales or use tax at the Orange County rate in effect at the time of purchase, and will include sales tax on the Purchase Order. Deliveries made by vendor-owned truck are taxable. Assembly is taxable. Installation is not taxable. City is exempt from Federal Excise tax.
8. **Bonds and Insurance Costs.** Offer must include all costs for required bonds and insurance.
9. **Warranty Costs.** Offer must include standard manufacture warranty costs if any.
10. **Miscellaneous Costs.** Offer must include all miscellaneous costs not listed above, including but not limited to management; labor; prep work; travel; transportation; incidentals; applicable taxes and fees; licenses; permits; notices; and all other related costs.
11. **Prevailing Wages Requirements:** Offer must include all applicable prevailing wages, as applies to Public Works projects in Offer prices. If services are being; visit [www.CityofBrea.net/Purchasing](http://www.CityofBrea.net/Purchasing), Public Works Terms and Conditions for detailed requirements.
12. **Preparation Expense.** Offerors prepare and make offers at their sole expense.
13. **All-Inclusive Costs.** Offer must include all costs listed above, everything necessary to furnish all Scope of Work/Specifications requirements. Additional costs will be disallowed.
14. **Additions or Deletions of Goods.** City reserves the right to increase or decrease the goods or services and City will pay for or be credited for the corresponding change based on the original Offer prices as may be adjusted by any allowable unit price changes (i) as provided for in the original Solicitation; or (ii) that were not provided for in original Solicitation in an aggregate amount not to exceed Offer amount plus an amount that cumulatively does not exceed 5% of the original Offer amount or \$5,000, whichever is less.
15. **Payment Terms.** City will issue payment to Contractor within net 30 days after satisfactory receipt of goods or services and invoice, whichever occurs last. City will not make advance payment unless: (i) Contractor has furnished a satisfactory security of equal monetary value as City has permitted; or (ii) it is for an annual pre-paid maintenance plan.
16. **Business License.** Contractor, who will be operating within City, including temporary activities and contractors with offices outside City, must have a current business license prior to providing any product or services to City. Contractor is responsible for all associated costs. Visit <http://www.cityofbrea.net/111/Business-License-Requirements>.

**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

**17. Quality Guaranty.** Contractor must provide a 90-day minimum warranty on all Contractor-furnished articles including but not limited to labor, products, workmanship unless otherwise agreed-upon in writing and attached hereto. In the event City discovers any defective Contractor-furnished articles, at City's discretion, Contractor shall cure, at Contractor's sole expense, either by (i) repairing; (ii) removing and replacing; or (iii) removing, returning, and refunding money to City for all such defective articles. In the event Contractor does not implement the cure in a reasonable time, City may have all such defective articles cured by other means and charge Contractor for that cure.

**18. Hold Harmless and Indemnification.** Contractor shall indemnify, defend and hold harmless City and its officers and employees from and against any and all claims of any kind or nature presented against City arising out of Contractor's and/or Contractor's employees, representatives, subcontractors, products performance under any awarded purchase order contract or agreement excepting only such claims, costs or liability which may arise out of City's sole negligence.

**19. Independent Contractor.** Contractor and its employees, officers and agents are independent contractors and shall not be construed for any purpose to be City employees.

**20. PERS Compliance.** Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall comply with the Public Employees' Retirement Law, commencing at Government Code § 20000, regulations of CalPERS, and the Public Employees' Pension Reform Act of 2013, as amended.

**21. Assignment and Subcontracting.** Contractor may not assign, either in whole or in part, the Purchase Order without City's prior written consent, which shall be accomplished through an Assignment and Assumption Form. Contractor may not subcontract to any subcontractor without City's prior written consent.

**22. Termination.** City may terminate any resultant Agreement or Purchase Order upon giving a written "Notice of Termination" to Contractor of termination specified in said notice. Contractor shall be compensated for satisfactorily furnishing any goods or services prior to the date of termination at the amounts set forth in the Agreement or Purchase Order. Contractor may request relief for any in-process expenses that Contractor has incurred providing that sufficient documentation has been provided to City within three business days of the receipt of the Notice of Termination. Profits are not considered expenses and will not be considered for relief. Contractor may not terminate the Agreement or Purchase Order except for cause. Termination of the Agreement or Purchase Order does not release Contractor from any claims, damages or other liability incurred prior to termination date.

**23. Applicable Laws.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances and shall obtain all necessary licenses and permits.

**24. Governing Law.** The Agreement or Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation therefrom shall be the Superior Court of the County of Orange.

**25. Attorneys' Fees.** In the event any legal proceeding is instituted to enforce any term or provision of the Agreement or Purchase Order, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court.

**26. Bonding Requirements.** Contractor must provide the specific bonds, in the required amounts, in a form acceptable to City, and by the stated time required as may be stated in Solicitation. Checks or letters of credit will not be accepted in lieu of bonding unless otherwise stated in the Solicitation. For the complete standard requirements visit [www.CityofBrea.net/Purchasing](http://www.CityofBrea.net/Purchasing) Insurance and Bonding heading.

**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

**27. Insurance Requirements.** If services are being performed on City property, Contractor must provide the specific insurance in required amounts, in a form acceptable to City, by required time as may be stated in Solicitation. Unless otherwise stated in Solicitation, City's standard minimum insurance requirements are set forth below. For the complete standard requirements visit [www.CityofBrea.net/Purchasing](http://www.CityofBrea.net/Purchasing) Insurance and Bonding heading.

- A. Minimum AM Best's Guide Rating: A / VII
- B. Definitions:
  - i. CSL=Combined Single Limit
  - ii. P/O=Per Occurrence
  - iii. AIE=Additional Insured Endorsement
  - iv. WOS=Waiver of Subrogation
- C. General Liability: \$2,000,000 CSL P/O; AIE, WOS.
- D. Auto Liability: \$2,000,000 CSL P/O; AIE, WOS (not required if no vehicles are used or for deliveries only)
- E. Workers' Compensation: to statutory limits; Employers' Liability \$1,000,000 WOS (not required if no employees used)
- F. Additional Insured: City named as an Additional Insured.
- G. Notice of Cancellation: Minimum of 30 days written notice of any change or cancellation.

End of this Section

**REQUEST FOR BIDS # 2020102601**  
**for a *Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course***

**Response Section**

**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

**SCOPE OF SERVICES AND SPECIFICATIONS REQUIREMENTS**

**1. Introduction.**

A. The City of Brea (City) proposes desires to replace the existing golf cart bridge at the Birch Hills Golf Course. Arcon Structural Engineers, Inc. (Consultant) has been tasked by the City with reviewing available bridge superstructure replacement options, and render an opinion regarding potential solutions to the bridge replacement without or with a minimum amount of foundation work.

B. The existing bridge is a wood-framed superstructure, spanning 60' over the Loftus Diversion Channel. The bridge was constructed in 1974 and may be described as follows: The bridge superstructure and railings are very deteriorated, damaged to the point of being hazardous, and the City has closed the bridge to traffic.

C. The replacement bridge will continue carrying pedestrian and golf cart traffic, including incidental service vehicles. It is understood that the new bridge superstructure will not be replaced by another wood-framed deck, but by a pre-engineered steel truss or steel rolling beam structure to be supported by the existing foundation, if possible, with minor foundation work. A precast concrete girder bridge will be too heavy for the existing abutment foundations, requiring extensive abutment work. It is also understood that the bridge deck elevations will be maintained, avoiding the need for new civil grading plans.

D. The abutments are reinforced concrete pile caps supported by two 24" diameter lightly reinforced cast-in-place drilled-hole (CIDH) piles. The abutment pile caps are 3'-0" wide by 2'-0" deep pile caps with a 4'-8" high back wall and sloping wing walls projecting forward into the channel. The abutments appear to be in good condition.

E. The bridge deck is 14'-0" wide and 63'-0" long, constructed without skew with respect to the abutments. The superstructure consists of an asphalt pavement laid over 3x6 longitudinal sub floor planks. The floor planks are supported by 4x12 transverse stringers @ 4'-0" O.C. The stringers are supported by two 6.75" x 40.5" glue laminated girders spaced @ 10'-0" O.C., with metal cross bracing @ 12'-0" O.C. The girders are supported at the abutments on each end on steel base plate assemblies. There is a water line and four PVC conduits suspended from the end of the stringers running along the east side. The bridge railing consists of 2-2x6 supports with single 4x6 in-fill bolted to the end of the stringers. There are a 3x8 wood cap and three 2x6 horizontal pieces completing the wood railing.

F. City will solicit bids for the foundation work and installation work separately from this Solicitation.

**2. Design Criteria and Special Requirements.**

A. The design of the replacement bridge will be in accordance with AASHTO LRFD Bridge Design Specifications, 8<sup>th</sup> Edition with California Amendments (AASHTO-CA BDS-8), Preface Dated April 2019.

B. The golf cart bridge will be constructed to maintain its 12'-0" clearance between railings, and will be designed for a pedestrian load of 90 psf or a H10 truck load representing golf carts and service vehicles. The bridge will not carry fire engine loads. The bridge will also continue carrying the existing water line and PVC conduits currently installed along its east side.

C. Other than minor abutment work, the bridge replacement should not require working in the existing channel. However, it is clear that the south embankment of the channel has been protected with rip-rap which was interrupted under the bridge deck, probably because the difficulty of installation once the bridge was in place. The north embankment under the bridge is eroded and will need to be protected. It is clear and recommended that the embankment under both abutments should be protected with rip-rap.

**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

**3. Specifications.**

A. Approved-equals requests must be received by the Question Deadline. For consideration, submit a request for approved equal with sufficient side-by-side supporting data, warranty information, and the corresponding item number for any items Offeror believes to be equal or better than specified in Scope of Services and Specification.

B. The most cost-effective alternatives for the replacement of the bridge superstructure are a pre-engineered single span steel girder truss bridge and a single span rolling girder bridge, both described as follows:

**C. Option No. 1: Connector Style Truss Bridge:**

- i. Trusses: 62' long x approximately 7'-9" high side girder trusses
- ii. Finish: Unpainted Self-Weathering steel
- iii. Decking Material: 6" concrete over galvanized steel deck
- iv. Horizontal safety rails at 4" max to height of 42 inches
- v. IPE rub rail
- vi. Steel toe plate
- vii. Delivered in a single section
- viii. The forward projecting abutment wing walls will interfere with the girder trusses and will have to be modified. A concrete overlay epoxy doweled into the existing abutment seat and walls will be required over the abutment seats to raise the level of the supports as required for the installation of the girder trusses and bridge anchor bolts. A General Plan for the bridge constructed with pre-engineered steel girder trusses is enclosed as Exhibit No. 1.

- ix. Girder Truss Bridge Live + Dead Load Reactions: 92.8 Kips

**D. Option No. 2: Modular Rolled Girder/Beam Span Style Bridge:**

- i. Girders: Three 60' long by approximately 33" deep steel beams
- ii. Finish - Unpainted Self-Weathering steel
- iii. Decking Material: 3" concrete over galvanized steel deck
- iv. Horizontal safety rails at 4" max to height of 42 inches
- v. IPE rub rail
- vi. Steel toe plate
- vii. Delivered in a single section
- viii. The forward projecting abutment wing walls will not interfere with the rolling beams and will not need to be modified. A concrete overlay epoxy doweled into the existing abutment seat and walls will be required over the abutment seats to raise the level of the supports as required for the installation of the rolling beams and bridge anchor bolts. A General Plan for the bridge constructed with pre-engineered steel rolling beams is enclosed as Exhibit No. 2.

- ix. Rolled Girder/Beam Bridge LL + DL Reactions: 107.4 Kips

**E. Design Loading Requirements of the PVC conduits and the Waterline:**

- i. The 8" pipe with water must be at least 45 lbs./ft
- ii. The conduits must be least 10 lbs./ft.

**REQUEST FOR BIDS # 2020102601**  
**for a *Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course***

**4. Scope of Services.**

A. Provide a milestone timeline based on the Timeline for Design Review, Fabrication, Delivery, and Assembly Section below to City Project Manager no later than two weeks after award.

B. Provide structural design calculations, shop drawings, installation drawings, and foundation plans that are signed and sealed by a registered professional engineer in the State of California for proposed the City-selected bridge to City Project Manager no later than eight weeks after award.

C. Make any required revisions to the preceding documents within two weeks after receipt of revisions from City Project Manager.

D. Provide all connection and splice hardware to facilitate installation by City's construction contractor who will place the completed bridge in its final resting place and make all final connections.

**5. Delivery and Assembly.**

A. Make delivery within three months after final approval drawings.

B. Deliver the bridge to the designated location indicated in Exhibit No. 3 and as may be as directed by the City Project Manager. Coordinate and assist the installing contractor with offloading of the bridge.

i. Location: Birch Hills Golf Course, 2250 E Birch St, Brea, CA 92821

ii. Day and Time: coordinate an agreed-upon delivery day and time with City Project Manager. Provide a written notice at least 24-hours before the scheduled delivery.

iii. Delivery route is clear, but is through is through course parking lot and then along flood control channel. Installation Contractor is responsible for coordinating delivery and any crane(s) needed to unload bridge or bridge sections.

C. Assemble and secure all parts, components, including any sub-assemblies that could not be transported as part of the main bridge sections.

D. Ensure that all splice sections fit seamlessly together.

**6. Certification.**

A. Provide a certificate verifying that the bridge was complete, fully-assembled, and properly welded according to the manufacturer's specifications and City-approved plans.

B. Note that such certification is required prior to City making any payment contractor.

**7. Warranty Requirements:**

i. Provide, at no additional charge to City, an on-site 10-year warranty against defects in material and workmanship effective after the date of final acceptance by City.

ii. Provide such warranty services within three business days after receipt of notification from City. Such notification shall include a detailed description and relative photos of any such defects.

End of this Section



**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

**OFFER PRICE FORM**

TrueNorth Steel

(Offeror's Company Name)

Per the City of Brea's Terms & Conditions, Specifications, Scope of Work, any attachments, exhibits, the following prices represent the all-inclusive costs as detailed in the General Provisions Section.

Include all costs to provide a ready-to-install pre-fabricated bridge including but not limited to materials, labor, transportation, delivery, offloading, fees, surcharges, taxes, bonds and insurance, and miscellaneous costs. No additional costs allowed. Exclude installation costs.

City will choose the lowest cost bridge from the qualified offeror.

City will make payment after receipt of the bridge and all deliverables including but not limited to final drawings, installation instructions, warranty, and certifications.

Item	Description	Lumpsum
1	<b>Option No. 1: Continental Connector Style Truss Bridge</b>	\$46,744.11

Item	Description	Lumpsum
1	<b>Option No. 2: Modular Rolled Girder/Beam Span Style Bridge</b>	\$46,254.92

**REQUEST FOR BIDS # 2020102601**  
**for a Pre-Engineered Pedestrian Bridge for Birch Hills Golf Course**

**OFFER AND ACCEPTANCE AGREEMENT**

**OFFER made by Contractor to the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Offer Price Form. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: TrueNorth Steel

Federal ID# 45-0259886

Applicable License Lic.#: 968736

Exp Date: 05/31/21

Business Type 1) Individual/Sole Proprietor 2) Partnership 3) Limited Liability Company  
(Contractor select one) 4) Corporation (requires two signatures) 5) Other. Enter # here: 4

Address: 5405 Momont Road

City, State, Zip: Missoula, MT 59808

Printed Name & Title: Cory W. Claussen / Bridge Sales Manager

Phone & Email: 406-370-2548 cory.claussen@truenorthsteel.com

Signature(s):  
(principal)

Cory W. Claussen

Date: 11/24/20

Signature(s):

(2<sup>nd</sup> Signature required if corp)

Pauli Persson, Secretary

Date: 11/24/20

**ACCEPTANCE of Offer by the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Attestation (if total contract value exceeds \$25,000)**

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: \_\_\_\_\_

Date \_\_\_\_\_

## City of Brea

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### **COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Adopt Resolution No. 2020-071, Approving Application Submittal to Cal OES for Community Power Resiliency Allocation to Cities Program

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### **RECOMMENDATION**

Adopt Resolution.

### **BACKGROUND/DISCUSSION**

The Community Power Resiliency Allocation to Cities Program, administered by the California Governor's Office of Emergency Services (Cal OES) Grants Management Section, has been developed to support California incorporated cities with additional preparedness measures in response to power outage events.

Approximately \$13,000,000 of State General Fund is available for the Program for the Grant Subaward performance period that spans from July 1, 2020, to October 31, 2021. Individual applicants were allowed to apply for up to \$300,000 for the performance period. Funds may be used to procure fixed, long term emergency electrical generation equipment, develop continuity plans, conduct risk assessments for critical infrastructure, create post event reports and public education materials, or purchase supplies to prepare for electric disruption.

While only one proposal per applicant is eligible to receive funding, if more than one proposal is submitted, the highest scoring proposal will be considered for funding. On October 29, 2020, the City of Brea submitted three (3) separate applications to Cal OES that were consistent with the goals of the Community Power Resiliency Allocation to Cities Program. These application packages requested the funding of \$200,000 for the Emergency Generator System at the Brea Senior Center, funding of \$300,000 for the Emergency Generator for the Carbon Canyon Reservoir Booster Pump Station No. 3, and funding of \$300,000 for the Emergency Generator System for the Berry Street Reservoir Pump Station. Each of these individual proposed projects will provide new generator infrastructure that will add power resiliency to existing City operations; whether related to water infrastructure, fire prevention, or other community benefits.

While resolution from City Council was not required by Cal OES as a submission document at the time of application, the application package included a required Certification of Assurance of Compliance entitled "Proof of Authority from City Council/Governing Board." This Certification states that the Applicant accepts responsibility for and will comply with the requirement to obtain a signed resolution from the City Council in support of this program. In addition, this Certification notes that the Applicant is required to obtain written authorization from the City Council/governing board that the official executing the Certification is authorized to do so. Pursuant to these

requirements, staff recommends adoption of a resolution approving the three applications to Cal OES for the Community Power Resiliency Allocation to Cities Program.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended for Council approval.

**FISCAL IMPACT/SUMMARY**

There is no cost at this time associated with this action. If awarded, this would be a reimbursement type grant with no City matching funds required. There is no impact to the General Fund.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Ryan Chapman, P.E., Principal Civil Engineer  
Concurrence: Michael Ho, P.E., Deputy Director of Public Works / City Engineer  
Tony Olmos, P.E., Public Works Director

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**Attachments**

Resolution

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## **RESOLUTION NO. 2020-071**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA APPROVING SUBMITTAL OF APPLICATION TO THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES, FOR GRANT FUNDING FOR THE COMMUNITY POWER RESILIENCY ALLOCATION TO CITIES PROGRAM; ACKNOWLEDGING SUPPORT OF THIS PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPLICATION AGREEMENT FOR CERTIFICATION OF ASSURANCE OF COMPLIANCE**

### **A. RECITALS:**

(i) The Community Power Resiliency Allocation to Cities Program is administered by the California Governor's Office of Emergency Services (Cal OES) Grants Management Section to support California incorporated cities with additional preparedness measures in response to power outage events.

(ii) Funds associated with the Community Power Resiliency Allocation to Cities Program may be used to procure fixed, long term emergency electrical generation equipment, develop continuity plans, conduct risk assessments for critical infrastructure, create post event reports and public education materials, or purchase supplies to prepare for electric disruption.

(iii) Cal OES is required by law to obtain written certifications of compliance from applicants for grant funding. The Certification of Assurance of Compliance form is a binding affirmation that the subrecipient will comply with the following regulations and restrictions: state and federal civil rights laws, Drug Free Workplace, California Environmental Quality Act, Lobbying restrictions, Debarment and Suspension requirements, Proof of Authority documentation from the City Council/Governing Board.

**Reso. No. 2020-071**  
December 15, 2020

(iv) The Certification of Assurance of Compliance regarding the Proof of Authority from City Council/Governing Board states that the applicant accepts responsibility for, and will comply with, the requirement to obtain a signed resolution from the City Council/Governing Board in support of the program.

(v) The Certification of Assurance of Compliance regarding the Proof of Authority from City Council/Governing Board states that the applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this agreement is, in fact, authorized to do so, and that the applicant will maintain said written authorization on file and readily available upon demand.

(vi) The City of Brea is required to submit the necessary assurances and documentation before finalization of the Grant Subaward.

(vii) The City of Brea is a California incorporated city and meets the eligibility requirement to receive grant funding.

(viii) On October 29, 2020, the City of Brea submitted three (3) separate applications to Cal OES for grant funding for the Community Power Resiliency Allocation to Cities Program, including applications for the following projects: the Berry Street Water Pump Station Emergency Generator Program, the Carbon Canyon Water Booster Pump Station Emergency Generator Program, and the Senior Center Complex Emergency Generator System.

(ix) The City of Brea desires to incorporate power resiliency and emergency preparedness to the existing City infrastructure through each of the

aforementioned projects.

**B. RESOLUTION:**

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED**

by the City Council of the City of Brea that:

1. City Council approves the submittal of application to the California Governor's Office of Emergency Services (Cal OES) for grant funding for the Community Power Resiliency Allocation to Cities Program.

2. City Council is in support of this program.

3. City Council authorizes the City Manager to execute the application agreement for Certification of Assurance of Compliance.

4. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall attest to and certify the vote adopting this Resolution.

**APPROVED AND ADOPTED** this 15th day of December 2020.

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Marty Simonoff, Mayor

ATTEST: 

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Lillian Harris-Neal, City Clerk

**Reso. No. 2020-071**  
December 15, 2020

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 City Council of the City of Brea held on the 15th day of December 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**Reso. No. 2020-071**  
December 15, 2020



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Approve Plans and Specifications, Receive Bids, and Award Contract with Gentry Brothers, Inc. in the amount of \$279,738.24 for the Country Lane Street Rehabilitation, CIP No. 7323, ("Project")

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**RECOMMENDATION**

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, Gentry Brothers, Inc., in the amount of \$279,738.24; and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

**BACKGROUND/DISCUSSION**

The Country Lane Street Rehabilitation, CIP No. 7323 ("Project") is programmed in the FY 2020-21 Capital Improvement Program (CIP). The Project is located within a residential neighborhood north of Lambert Road, southwest of State College Boulevard, east of Brea Boulevard and west of Cliffwood Avenue (Attachment A). The work consists of pavement rehabilitation including cold milling, placement of new asphalt concrete, sidewalk improvements, curb and gutter improvements, curb ramp improvements, and adjustment of manholes and valves in the Country Lane neighborhood.

On October 21, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on October 29, 2020, 14 days prior to bid opening. Hard copies of the Bid Documents are available at the City Clerk's office for review.

On November 12, 2020, staff received a total of eleven bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$279,738.24 from Gentry Brothers, Inc. ("Gentry Brothers") from Irwindale, CA (Attachment B).

Below are the results of the eleven bids received within Table 1:

**Table 1 – Total Bid Summary**

<b>Bidder Number</b>	<b>Bidder</b>	<b>Amount Bid</b>
1	Gentry Brothers, Inc.	\$279,738.24
2	Hardy & Harper, Inc.	\$300,000.00
3	Onyx Paving Co.	\$318,000.00
4	Pave West	\$327,475.09
5	All American Asphalt	\$329,444.00
6	Prestige Striping Services	\$330,671.53
7	Sequel Contractors	\$330,827.42
8	Copp Contracting, Inc.	\$341,015.72
9	Excel Paving Co.	\$349,767.68
10	R.J. Noble	\$364,358.05
11	EBS General Engineering	\$452,660.76
	<b><i>Engineer's Estimate</i></b>	<b>\$315,715.00</b>

As depicted within Table 1, the three lowest bids were very competitive with the apparent lowest bid price from Gentry Brothers coming in lower than the Engineer's Estimate (EE) by approximately \$35,976.80, about 11% under.

Gentry Brothers has been in the construction business for 40 years and has completed construction of similar street improvement projects for the cities of West Covina, Montclair, and Walnut. Their California Contractor's license (397682) and Department of Industrial Relations registration number (1000002240) have been verified by staff and their bid package has met the City requirements. In addition, staff contacted the cities of West Covina, Montclair and Walnut, where the contractor has received favorable reviews. Based on the aforementioned bid review, staff has determined Gentry Brothers to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, Gentry Brothers, in the amount of \$279,738.24 (Attachment C).

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended to proceed.

#### **FISCAL IMPACT/SUMMARY**

The Project budget is programmed in the FY 2020-21 CIP with an amount of \$825,000. The total updated cost for the Project going into construction is estimated at \$364,170.87 based on the final FY 2020-21 design costs (\$10,302), apparent low bid amount of \$279,738.24, a 10% contingency (\$27,973.82), and construction engineering costs (\$46,156.81). Once the Project is complete, the remaining project funds will be de-obligated back into the associated funds. The sources of funds within the approved budget are from the Measure M Fund (260) and Gas Tax Fund (220). There is no impact to the General Fund from this project.

The Project will rehabilitate streets in the Country Lane residential neighborhood including placement of new asphalt concrete, sidewalk improvements, curb and gutter improvements, curb ramp improvements, and the adjustment of manholes and valves. If City Council approves staff recommendations, the Project is anticipated to start construction in January 2021 and be completed by April 2021.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho., P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

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**Attachments**

Attachment A - Location Map

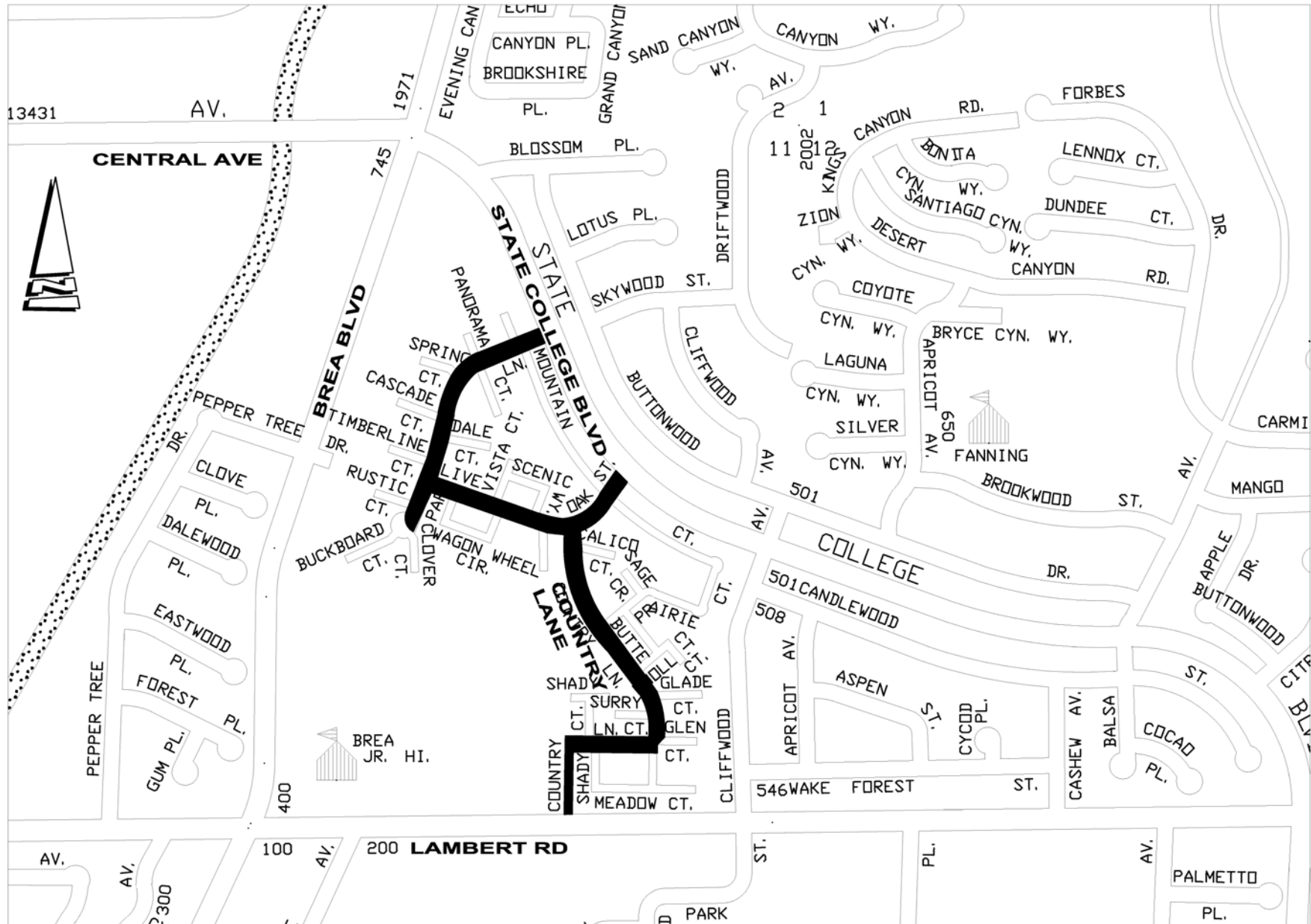
Attachment B - Gentry Brother's Inc. Proposal

Attachment C - Contract

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# PROJECT 7323

## COUNTRY LANE STREET REHABILITATION



**VICINITY MAP**  
NOT TO SCALE

Bidder: --- **Gentry Brothers, Inc.**  
384 E Live Oak Ave  
Irwindale, Ca 91706

## **SECTION C**

### **PROPOSAL**

for the  
**COUNTRY LANE STREET REHABILITATION**

**CIP PROJECT NO. 7323**

in the  
**CITY OF BREA**

#### **TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 60 working days, starting from the date of the Notice to Proceed.

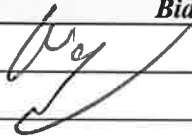
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

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

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

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

**BID FORM**  
**COUNTRY LANE STREET REHABILITATION**  
**CIP NO. 7323**

**Bidder:** Gentry Brothers, Inc.  
384 E Live Oak Ave  
Irwindale, Ca 91708

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% max)	1 LS	Lump Sum	10,000 <sup>00</sup>
2.	Traffic Control	1 LS	Lump Sum	35,549 <sup>74</sup>
3.	BMP's/NPDES	1 LS	Lump Sum	3,000 <sup>00</sup>
4.	Traffic Markings & Striping	1 LS	Lump Sum	7,775 <sup>00</sup>
5.	Unclassified Excavation	4,626 SF	\$ 1 <sup>10</sup> /SF	5,088 <sup>60</sup>
6.	Cold Mill 2" Deep	132,674 SF	\$ 0 <sup>35</sup> /SF	46,435 <sup>20</sup>
7.	Construct Type C2 PG 64-10 AC Surface Course	1,658 TON	\$ 70 <sup>00</sup> /TON	116,060 <sup>00</sup>
8.	Construct Type B2 PG 64-10 AC Base Course	60 TON	\$ 70 <sup>00</sup> /TON	4,200 <sup>00</sup>
9.	Construct Crushed Aggregate Base Course	163 TON	\$ 25 <sup>00</sup> /TON	4,075 <sup>00</sup>
10.	Remove Existing & Construct PCC Curb and Gutter	18 LF	\$ 80 <sup>00</sup> /LF	1,440 <sup>00</sup>
11.	Remove Existing & Construct New Curb Ramp	4 EA	\$ 3,500 <sup>00</sup> /EA	14,000 <sup>00</sup>
12.	Remove Existing & Construct New 4" Thick PCC Sidewalk	2,183 SF	\$ 8 <sup>00</sup> /SF	17,464 <sup>00</sup>
13.	Adjust Water Valve to Grade	26 EA	\$ 125 <sup>00</sup> /EA	3,250 <sup>00</sup>
14.	Adjust Sewer Manhole to Grade	19 EA	\$ 600 <sup>00</sup> /EA	11,400 <sup>00</sup>

Total: Bid in Figures: \$ 279,738.<sup>24</sup>

Total: Bid in Words:

TWO - HUNDRED SEVENTY - NINE THOUSAND, SEVEN HUNDRED THIRTY - EIGHT DOLLARS AND TWENTY - FOUR CENTS.

1. Bidder declares that they have read and understand Item No. 11 of Instructions to Bidders. [Signature] (Bidder Initial)

## LIST OF SUBCONTRACTORS

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

[illegible]

**By submission of this proposal, the Bidder certifies:**

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



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

State of California

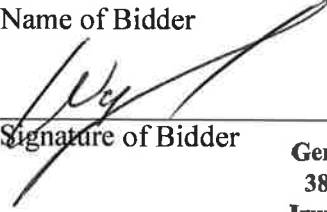
ss.

County of Orange

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

GENTRY BROTHERS, INC

Name of Bidder

  
Signature of Bidder

**Gentry Brothers Inc  
384 Live Oak Ave  
Irwindale CA 91706**

Address of Bidder

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

NOTARY SEAL

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles } ss.

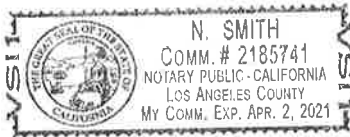
On November 10, 2020 before me, N. Smith,  
(here insert name and title of the officer)  
personally appeared Wayne J. Gentry

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



N. Smith  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Non Collusion Declaration # of Pages: 1

## Notes

City of Brea - Country Lane Street Rehabilitation #7323

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK"  
REQUIREMENTS

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

Signed Wey  
Title SEC. TREAS.  
Firm CENTRY BROTHERS, INC  
Date 11-10-20

## UTILITY AGREEMENT

### HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **COUNTRY LANE STREET REHABILITATION, CIP NO. 7323**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

CENTRY BROTHERS, INC

Contractor

By

SEC. TREAS

Title

Date: 11-10-20

## DISQUALIFICATION QUESTIONNAIRE

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

## QUESTIONNAIRE

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

☐ Yes

☒ No

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

## COMPENSATION INSURANCE CERTIFICATE

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

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

CENTRY BROTHERS, INC

Contractor

By

Title

Date: 11-10-20

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name **Gentry Brothers Inc**  
**384 Live Oak Ave**  
**Irwindale CA 91706**

Business Address

City, State Zip

(626) 357-9631  
Telephone Number

Wayne@gentrybrothers.net  
Email Address

397682 A  
State Contractor's License No. and Class

1000002240  
DIR Registration Number

1981  
Original Date Issued (Contractor's State License)

11-10-20  
Expiration Date

The work site was inspected by Wayne of our office on 11-9, 2020

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

GENTRY BROTHERS, INC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

CENTRY BROTHERS, INC

Company Name

Signature of Bidder

Printed or Typed Signature

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

NOTARY SEAL

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

1. ATTACHED  
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

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

2. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

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

3. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

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



# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles } ss.

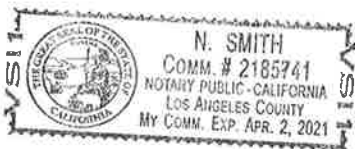
On November 10, 2020 before me, N. Smith  
(here insert name and title of the officer)  
personally appeared Wayne J. Gentry

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he(~~XXXX~~) executed the same in his(~~XXXX~~) or au-thorized capacity(~~s~~), and that by his signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



*[Handwritten Signature]*

Signature of Notary

## Optional Information

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\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Bidder's Information # of Pages: 1

## Notes

City of Brea - Country Lane Street Rehabilitation #7323

OWNER	Phone # - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek			\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger		\$ 1,728,775.00	2/3/2020 - 5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez		\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti		\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez		\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez		\$ 2,112,094.90	5/13/2020 - In Progress	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez		\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman		\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins		\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20			\$ 1,866,732.42	6/24/2020 - In Progress	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes		\$ 856,368.00	8/20/2020 - In Progress	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003			\$ 2,484,067.00	8/3/2020 - In Progress	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez		\$ 390,920.00	8/10/2020 - In Progress	Marcos
Claremont		Guardrail Replacement			\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction			\$ 1,816,952.85	TBD	TBD
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton		\$ 886,393.28	10/5/2020 - In Progress	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger		\$ 156,737.50	10/5/2020 - In Progress	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458			\$ 498,028.00	TBD	TBD
					\$ -		
					\$ -		
					\$ -		

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019	Rudy
La Verne	909-596-8750	2018-19 Pavment Management Program	Anthony Ciotti	81	\$ 579,638.20	2/27/2019 - 3/21/2019	Rodney
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman		\$ 654,709.25	4/22/2019 - 6/28/2019	Rodney
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA		\$ 14,653.33	3/1/2019 - 3/1/2019	Gilbert
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Loriso	80	\$ 29,657.48	2/15/2019 - 2/19/2019	Rudy
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Ciotti	83	\$ 425,802.50	4/29/2019 - 5/14/2019	Steve
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Ciotti	81	\$ 98,800.00	5/27/2019 - 6/7/2019	Steve
La Verne	909-596-8750	Baseline Road	Anthony Ciotti	83	\$ -	6/11/2019 - 6/21/2019	Marcos
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 - 10/30/2019	Rudy/Pomona
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019	Marcos
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Welay/RKA		\$ 593,622.50	7/1/19 - 10/21/2019	Rodney
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater		\$ 897,998.00	8/5/2019 - 11/26/2019	Rodney
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger		\$ 806,400.00	TBD	TBD
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez		\$ 1,071,867.00	11/18/2019 - 3/14/2020	Gilbert
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Renteria		\$ 41,080.00	12/2/2019 - 12/17/2019	Rodney
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix		\$ 397,210.00	1/6/2020 - 5/19/2020	Rodney
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko		\$ 1,698,910.00	4/28/2020 - In Progress	Gilbert
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Roberta Lacayo		\$ 739,951.20	5/11/2020 - In Progress	Rodney
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez		\$ 420,492.00	2/26/2020 - 9/22/2020	Marcos
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton		\$ 110,000.00	1/8/2020 - 1/20/2020	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Covina	626-384-5236	Cypress Reservoir Drainage Improvemets	Kristen Weagar	78	\$ 97,680.00	4/18/2018 - 5/11/2018	David
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutierrez	83	\$ 653,070.00	4/3/2018 - 5/29/18	Rodney
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RDC0015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019	Rodney
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harutyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018	Steve
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Weagar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016	Gilbert
Glendora	626-335-6175	Auto Centre Dr/Arnelia Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 - 5/29/2018	Arturo
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019	David
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018	Arturo
La Verne	909-596-8750	"E" Street "8" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018	David
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018	Rodney
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018	Rodney
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018	Rodney
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018	Gilbert
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018	Arturo
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Critchfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018	Wayne
Covina	626-384-5236	Trip Road Improvement - Phase I	Kristen Weagar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019	Gilbert
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Critchfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018	Wayne
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos		\$ 13,987,678.00	11/5/2018 - 9/8/2020	Arturo
Glendora	626-914-8255	Loraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019	Gilbert
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Baridia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019	Rodney
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019	Rodney
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019	Rudy
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutierrez	81	\$ 106,620.00	2/25/2019 - 3/12/2019	Rodney

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Upland	909-291-2961	16th Street Rehabilitation - #7049, 7050, 7055	Enayat Khugyani	76	\$ 1,635,117.60	5/1/2016 - 9/29/2017	Arturo
San Gabriel	909-594-9702	2016 CDBG Street Improvement - #601747-15	Micahel Lee (RKA)	73	\$ 234,329.20	5/8/2017 - 6/1/2017	Rodney
Ontario	909-395-2000	Holt Ave/Melrose Street Improvements	Charly Hernandez	77	\$ 1,046,195.60	6/5/2017 -10/10/2017	Rodney
La Verne	909-596-8741	2016-2017 CDBG Sidewalk Improvements	Anthony Ciotti	73	\$ 150,000.00	7/14/2017 - 8/2/2017	Steve
Montebello	323-887-1448	Street Improvements - Frankel Ave	Vahid Hormoz	73	\$ 174,490.00	7/31/2017 - 8/10/2017	Steve
Covina	909-594-9702	Casad Water System Upgrade	Brandon Chen @ RKA	77	\$ 140,000.00	8/25/2017 -1/30/2018	Gilbert
San Dimas	909-394-6248	Cienega Ave. Reconstructin - Arrow Hwy/Lone Hill	Shari Garwick	76	\$ 1,221,970.00	8/14/2017 - 11/15/2017	Arturo
Upland	909-291-2961	Citywide Sewer Manhole Rehabilitation - #9328	Enayat Khugyani	78	\$ 279,500.00	11/15/2017 - 1/5/2018	Rudy/Steve
Baldwin Park	626-960-4011	City Project #2017-0185 - Alley Ways Imp	Carlos Aguirre	76	\$ 290,848.00	10/2/2017 - 10/24/2017	Rudy/Steve
Glendora	626-914-8216	Glendora Ave Water - #1238	Harun Mesopyah	76	\$ 395,000.00	10/6/2017 - 12/6/2017	Rodney
Rubio Canon Land/Water		Meadowbrook Road Mainline Replacement		78	\$ 284,375.00	2/20/2018 -4/2/2018	Gilbert
La Verne	909-596-8741	Esperanza Drive Pavement Rehabilitation	Anthony Ciotti	73	\$ 230,276.20	9/12/2017 - 9/22/2017	Steve
Pomona	909-620-2261	Major Street Rehab/Bicycle/Pedestrian Improvements	Matt Pilarz	74/75	\$ 2,750,939.00	1/22/2018 - 8/20/2018	Rodney
La Verne	909-596-8741	Winterhaven Drive et al	Anthony Ciotti	76	\$ 570,524.35	10/9/2017 - 10/31/2017	Arturo
Baldwin Park	626-960-4011	Ramona Ave @ Francisco Storm Drain	Carlos Aguirre	77	\$ 156,760.00	10/30/2017 -11/14/2017	Rudy/Steve
Montclair	909-625-9444	Orchard Street	Steve Stanton	77	\$ 1,376,900.00	10/30/2017 - 1/26/2018	Arturo
Pomona	909-620-2261	ADA Path of Travel Improvements	Matt Pilarz	83	\$ 734,205.00	2/5/2018 - 5/23/18	Rudy
Santa Fe Springs	562-868-0511	Greenleaf Avenue Street Rehabilitation	Robert Garcia	79	\$ 989,155.00	1/2/2018 - 4/26/18	Arturo
Covina		Barranca Avenue Emergency Water		79	\$ 164,187.00	6/13/2018 - 8/20/2018	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	Major Street Rehabilitation - Various Locations - Citywide - #2015-0102	Sam Gutierrez	70	\$ 1,505,860.00	2/1/2016 - 4/5/2016	Arturo
S. El Monte	714-940-0100	Thienes Avenue (East) Street Improvements	Tom Melendrez	71	\$ 429,450.00	3/14/2016 - 5/20/2016	Rodney
Pomona	909-594-9702	Major Street Rehabilitation	Natalie Avila (RKA)	74	\$ 12,256,580.28	5/31/2016 - 7/19/2017	Steve/Art
Glendora	626-914-8248	Baldy Vista Avenue Water - #1209	Nick Servin	71	\$ 571,000.00	5/31/2016 - 8/29/2016	Rodney
Glendora	626-917-8741	Citywide Street Resurfacing - #1197	Bardia Rastan	71	\$ 258,838.00	6/13/2016 - 6/21/2016	Wayne
Montclair	909-625-9444	Eastern Zone Montclair Street Rehab	Steve Stanton	72	\$ 1,207,495.00	4/20/2016 - 6/14/2016	Arturo
La Verne	909-596-8741	2015-16 PMP Street Improvements	Anthony Ciotti	70	\$ 457,832.70	4/19/2016 - 5/3/2016	Rodney
La Verne	909-596-8741	2015-16 Curb Ramp Project	Anthony Ciotti	70	\$ 55,000.00	4/19/2016 - 4/26/2016	Rodney
Glendora	626-914-8246	Newburgh St., Bruining Ave, Greer Ave. and Plymouth Street Imp - #1195	Bardia Rastan	70	\$ 212,241.50	5/9/2016 - 5/24/2016	Rodney
Glendora	626-914-8246	Grand Avenue Street Rehabilitation #	Bardia Rastan	72	\$ 399,091.00	9/26/2016 - 1/3/2017	Rodney
Glendora	626-914-8246	CDBG - Suffolk Pl., Bentley Pl., Barston Pl., Grammont Pl. and Plymouth Street Improvements - #1215	Bardia Rastan	71	\$ 248,000.00	1/9/2017 - 2/2/2017	Rodney
La Verne	909-596-8741	Rancho La Verne Concrete Repairs	Anthony Ciotti	71	\$ 38,000.00	10/12/2016 - 10/14/2016	Rodney
Montclair	909-625-9444	Mills Avene Alley Rehabilitation	Steve Stanton	72	\$ 141,200.00	11/14/2016 - 11/29/2016	Wayne/Alex
Montclair	909-625-9444	Western/Central Zone 3 Montclair Street Rehabilitation	Steve Stanton	72	\$ 2,773,601.00	12/14/2016 - 6/14/2017	Arturo
Holiday Rock	909-982-1553	Chino Plant	Jared Reiner	72	\$ 115,000.00	1/16/2017 - 3/28/2017	Steve
El Monte	626-580-2065	Well 12	Cathleen Serrano	72	\$ 10,800.00	1/31/2017 - 2/1/2017	Steve
La Verne	909-596-8741	Bonita Avenue Pavement Rehabilitation	Anthony Ciotti	73	\$ 284,304.00	1/30/2017 - 3/14/2017	Wayne
San Dimas	909-394-6248	Bonita et al Street Improvements	Shari Garwick	73	\$ 1,136,128.00	2/15/2017 - 5/25/2017	Rodney
Covina	909-594-9702	Chaparro Water System Upgrade	Brandon Chen(RKA)	73	\$ 526,800.00	4/24/2017 - 6/19/2017	Wayne
Alhambra	626-570-5090	Marengo Avenue Water - #C2M17-16	Chris Marquardt	73	\$ 574,835.00	6/19/2017 - 9/21/2017	Gilbert
La Puente	562-364-8486	Arterial Street Improvements	Adel Freij/Willidan	72	\$ 420,600.00	5/22/2017 - 7/28/2017	Steve

## Responsible Bidder – Supplemental Questionnaire

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

40 Years

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

☐ Yes

☒ No

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

\_\_\_\_\_  
Case Number

\_\_\_\_\_  
Bankruptcy Court

\_\_\_\_\_  
Date Filed

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

☐ Yes

☒ No

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

\_\_\_\_\_  
Case Number

\_\_\_\_\_  
Bankruptcy Court

\_\_\_\_\_  
Date Filed

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

If "yes," explain on a separate page.

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No



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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

%

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
Gentry Brothers, Inc.

\_\_\_\_\_ as PRINCIPAL, and  
Federal Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent (10%) of the total amount of the bid. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Country Lane Street Rehabilitation"

" For which bids are to be opened per the directions outlined in the Notice Inviting Bidders at 2:00 PM on November 12, 2020.

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

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


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of November, 2020.

Gentry Brothers, Inc.

Principal

By: 

Federal Insurance Company

  
Surety Matthew J. Coats, Attorney-in-Fact

**BID BOND  
ACKNOWLEDGMENT OF SURETY**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California )  
County of \_\_\_\_\_ )  
\_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
 \_\_\_\_\_  
 (insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

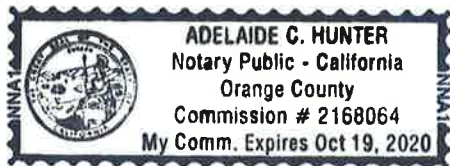
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On NOV 05 2020 before me, Adelaide C. Hunter, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Matthew J. Coats  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Hunter  
 Signature of Notary Public

"The notary commission extended pursuant to Executive Order N-63-20."

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28<sup>th</sup> day of August, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 28<sup>th</sup> day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318885  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th day of November, 2020.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

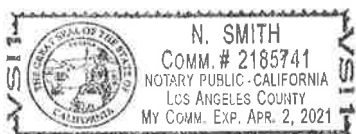
State of California }  
County of Los Angeles } ss.

On November 10, 2020 before me, N. Smith,  
(here insert name and title of the officer)  
personally appeared Wayne J. Gentry

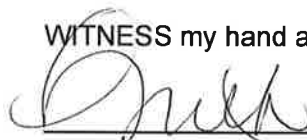
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal



WITNESS my hand and official seal.

  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Bid Bond # of Pages: 1

## Notes

City of Brea - Country Lane Street Rehabilitation #7323



OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek			\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger		\$ 1,728,775.00	2/3/2020 -5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez		\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti		\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez		\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez		\$ 2,112,094.90	5/13/2020 - In Progress	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez		\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman		\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins		\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20			\$ 1,866,732.42	6/24/2020 - In Progress	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes		\$ 856,368.00	8/20/2020 - In Progress	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003			\$ 2,484,067.00	8/3/2020 - In Progress	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez		\$ 390,920.00	8/10/2020 - In Progress	Marcos
Claremont		Guardrail Replacement			\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction			\$ 1,816,952.85	TBD	TBD
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton		\$ 886,393.28	10/5/2020 - In Progress	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger		\$ 156,737.50	10/5/2020 - In Progress	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458			\$ 498,028.00	TBD	TBD
					\$ -		
					\$ -		
					\$ -		

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019	Rudy
La Verne	909-596-8750	2018-19 Payment Management Program	Anthony Ciotti	81	\$ 579,638.20	2/27/2019 - 3/21/2019	Rodney
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman		\$ 654,709.25	4/22/2019 - 6/28/2019	Rodney
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA		\$ 14,653.33	3/1/2019 - 3/1/2019	Gilbert
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Loriso	80	\$ 29,657.48	2/15/2019 - 2/19/2019	Rudy
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Ciotti	83	\$ 425,802.50	4/29/2019 - 5/14/2019	Steve
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Ciotti	81	\$ 98,800.00	5/27/2019 - 6/7/2019	Steve
La Verne	909-596-8750	Baseline Road	Anthony Ciotti	83	\$ -	6/11/2019 - 6/21/2019	Marcos
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 - 10/30/2019	Rudy/Pomona
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019	Marcos
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Welday/RKA		\$ 593,622.50	7/1/19 - 10/21/2019	Rodney
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater		\$ 897,998.00	8/5/2019 - 11/26/2019	Rodney
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger		\$ 806,400.00	TBD	TBD
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez		\$ 1,071,867.00	11/18/2019 - 3/14/2020	Gilbert
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Rentleria		\$ 41,080.00	12/2/2019 - 12/17/2019	Rodney
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix		\$ 397,210.00	1/6/2020 - 5/19/2020	Rodney
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko		\$ 1,698,910.00	4/28/2020 - In Progress	Gilbert
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Robertia Lacayo		\$ 739,951.20	5/11/2020 - In Progress	Rodney
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez		\$ 420,492.00	2/26/2020 - 9/22/2020	Marcos
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton		\$ 110,000.00	1/8/2020 - 1/20/2020	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Covina	626-384-5236	Cypress Reservoir Drainage Improvemets	Kristen Wagar	78	\$ 97,680.00	4/18/2018 -5/11/2018	David
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutierrez	83	\$ 653,070.00	4/3/2018 - 5/29/18	Rodney
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RDC0015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019	Rodney
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harunyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018	Steve
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Wagar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016	Gilbert
Glendora	626-335-6175	Auto Centre Dr/Ameila Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 -5/29/2018	Arturo
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019	David
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018	Arturo
La Verne	909-596-8750	"E" Street "g" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018	David
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018	Rodney
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018	Rodney
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018	Rodney
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018	Gilbert
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018	Arturo
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Crichtfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018	Wayne
Covina	626-384-5236	Trip Road Improvement - Phase I	Kristen Wagar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019	Gilbert
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Crichtfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018	Wayne
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos		\$ 13,987,678.00	11/5/2018 -9/8/2020	Arturo
Glendora	626-914-8255	Lorraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019	Gilbert
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Bardia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019	Rodney
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019	Rodney
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019	Rudy
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutierrez	81	\$ 106,620.00	2/25/2019 - 3/12/2019	Rodney

## CONSTRUCTION AGREEMENT

### COUNTRY LANE STREET REHABILITATION CIP NO. 7323

This Construction Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Gentry Brothers, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is 397682. Contractor's DIR registration number is 1000002240.

#### RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **COUNTRY LANE STREET REHABILITATION, CIP NO. 7323** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **COUNTRY LANE STREET REHABILITATION, CIP NO. 7323** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 279,738.24**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

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

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

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

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

5. **COMPLETION DATE / LIQUIDATED DAMAGES:**

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

B. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor.

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

**6. TERMINATION:**

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

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

**7. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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



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

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

x. Otherwise be in form satisfactory to City.

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

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

## **8. LABOR CODE COMPLIANCE:**

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor



shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

**9. UNRESOLVED DISPUTES:**

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

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

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

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

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

**13. TRENCHING AND EXCAVATIONS:**

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

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

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

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

**16. CONTRACTOR'S LIABILITY:**

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

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

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

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

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

**17. ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. **CONTRACTOR'S REPRESENTATIONS:** Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. **NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:  
Director of Public Works  
City of Brea  
1 Civic Center Circle  
Brea, California 92821

To Contractor:  
Gentry Brothers, Inc  
384 live Oak Ave  
Irwindale, CA 91706

20. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. **APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

**[SIGNATURES ON FOLLOWING PAGE]**

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

[GENTRY BROTHERS, INC.]

[use this signature block if Contractor is a corporation]

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

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

Wayne Gentry

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

CITY OF BREA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles } ss.

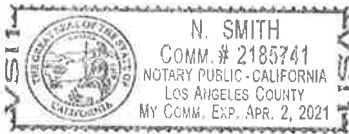
On November 30, 2020 before me, N. Smith,  
(here insert name and title of the officer)  
personally appeared Wayne J. Gentry

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~XXXX~~ executed the same in his/~~XXXX~~ authorized capacity(~~XXXX~~), and that by his signature(s) ~~XX~~ on the instrument the person(s), ~~X~~ or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Agreement # of Pages: 1

## Notes

City of Brea - Country Lane Street Rehabilitation CIP #7323



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Approve Plans and Specifications, Receive Bids, and Award Contract with Sully-Miller Contracting Company for the Napoli Tract Water Improvements, CIP No. 7458 ("Project")

---

**RECOMMENDATION**

1. Approve the Plans and Specifications,
2. Receive bids,
3. Award Contract to the lowest responsive and responsible bidder, Sully-Miller Contracting Company, in the amount of \$1,323,100, and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

**BACKGROUND/DISCUSSION**

The Napoli Tract Water Improvements, CIP 7458 ("Project") is programmed within the FY 2020-21 CIP. The Project is located within the Napoli Tract Subdivision located south of Lambert Road and west of Brea Boulevard, which includes Napoli Drive, Delphia Avenue and St. Crispen Avenue (Attachment A). The Project will include the work required for replacement and upgrade of existing water mains and appurtenances, as well as street resurfacing throughout the Tract.

On October 12, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on October 29, 2020, 20 days prior to bid opening. Hard copies of the Bid Documents are available at the City Clerk's office for review. There was one addendum to the Specifications, which changed the non-mandatory pre-bid meeting date from November 3, 2020, at 10:30 am, to October 29, 2020, at 11:30 am, via Zoom. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On November 17, 2020, staff received a total of 18 bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$1,323,100 from Sully-Miller Contracting Company. ("Sully-Miller") from Brea, CA (Attachment B).

Table 1 provides the results of the 18 bids received.

**Table 1 – Total Bid Summary**

<b>Bidder Number</b>	<b>Bidder</b>	<b>Amount Bid</b>
1	Sully-Miller Contracting Co.	\$1,323,100.00
2	Stephen Doreck Equipment Rentals, Inc.	\$1,358,002.00
3	All Cities Engineering	\$1,404,048.40
4	Hardy & Harper, Inc.	\$1,445,000.00
5	Cedro Construction, Inc.	\$1,474,627.00
6	Big Ben, Inc.	\$1,477,058.00
7	Kay Construction	\$1,526,282.00
8	Ferriera Construction Co.	\$1,550,486.00
9	Gentry Brothers, Inc.	\$1,560,673.54
10	TE Roberts, Inc.	\$1,585,042.00
11	Colich and Sons, L.P.	\$1,591,396.00
12	GRFCO, Inc.	\$1,625,760.00
13	Excel Paving Co.	\$1,636,858.00
14	Kana Pipeline	\$1,687,000.00
15	CHI Construction	\$1,807,990.00
16	Lonerock, Inc.	\$2,090,046.00
17	Christensen Brothers	\$2,252,259.00
18	All Builders, Inc.	\$2,286,392.00
	<b><i>Engineer's Estimate</i></b>	<b>\$1,700,000.00</b>

As depicted within Table 1, the three lowest bids were very competitive with the apparent lowest bid price from Sully-Miller coming in less than the Engineer's Estimate (EE) by approximately \$376,900, or about 22%.

Sully-Miller has been in the construction business for 97 years and has completed construction of similar water and roadway improvement projects for various cities such as the cities of Fullerton, Santa Monica, Riverside, and Brea. Their California Contractor's license 747612 – A (General Engineering) and Department of Industrial Relations registration number 100003664 has been verified by staff and their bid package has met the City requirements. In addition, staff contacted the cities of Fullerton, Santa Monica, and Riverside, where the contractor has received a favorable review. Additionally, Sully-Miller recently completed the Cliffwood Tract Water Improvement Project (CIP 7461) for Brea, with an overall good performance. Based on the aforementioned bid review, staff has determined Sully-Miller to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, Sully-Miller in the amount of \$1,323,100.00 (Attachment C).

### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended to proceed.

### **FISCAL IMPACT/SUMMARY**

The Project budget is programmed in the FY 2020-2021 CIP and was updated as part of the 1st quarterly FY 2020-21 budget update to a revised budget amount of \$2,185,033. The total updated cost for the Project going into construction is estimated at \$1,645,000 based on the apparent low bid amount, a 10% contingency, and construction engineering costs. The sources of funds within the approved budget are from the Water Fund (540) and Measure M Fund (260). Therefore, there are sufficient funds in the budget for the Project. Upon completion of the Project, the remaining fund balance within each fund will be de-obligated and transferred back into the respective funds. There is no impact to the General Fund from this Project.

The Project will install a new water main with water appurtenances and complete street pavement rehabilitation within the Napoli Tract Subdivision. If City Council approves staff recommendations, the Project is anticipated to start construction in mid-January 2021 and be completed by July 2021.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

---

### **Attachments**

Attachment A - Location Map

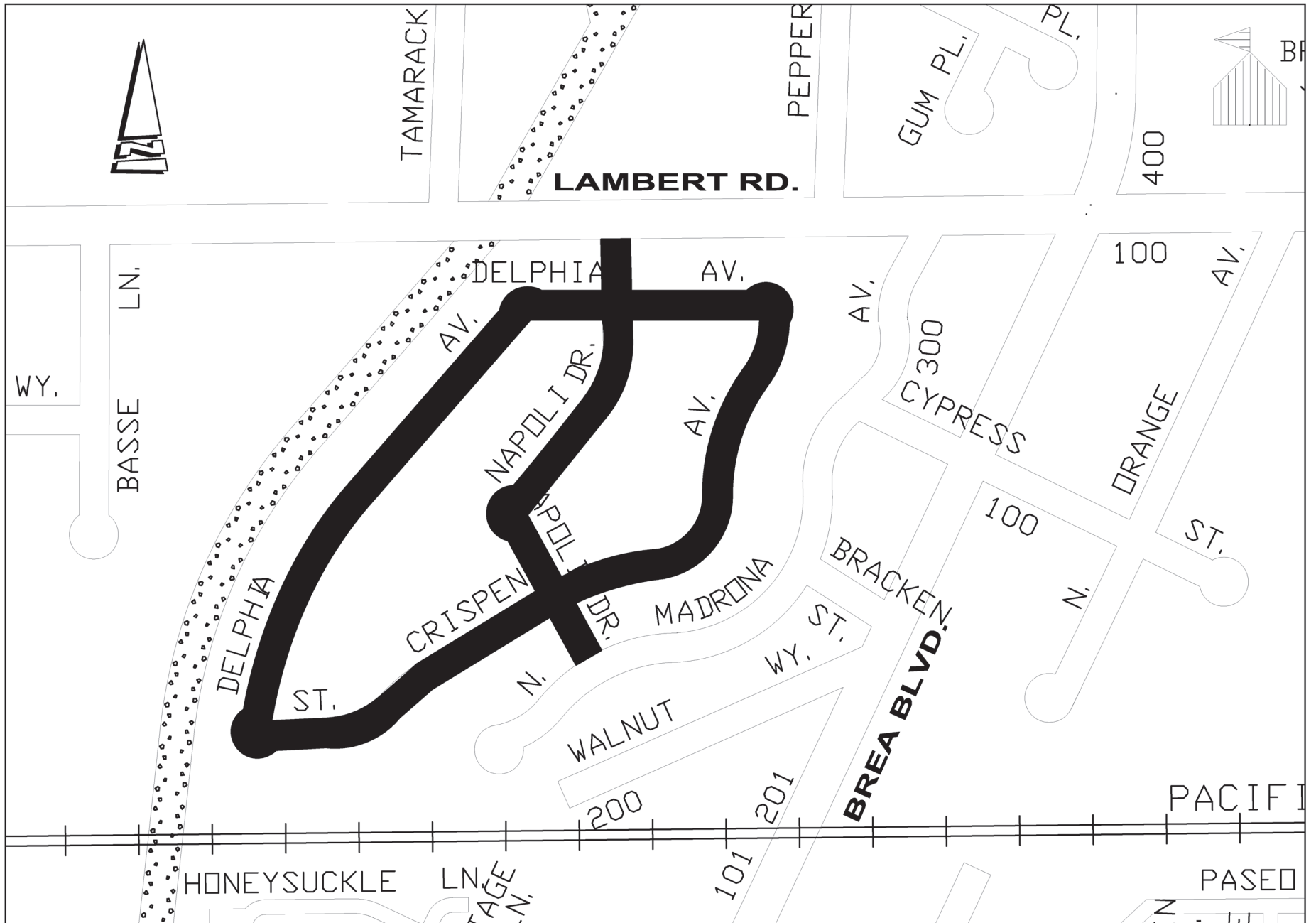
Proposal - Sully Miller

Attachment C - Contrato

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# PROJECT 7458

## NAPOLI TRACT WATER IMPROVEMENTS



### VICINITY MAP

NOT TO SCALE



CITY OF BREA

NAPOLI TRACT WATER IMPROVEMENTS  
CIP NO. 7458

November 11, 2020

RESPONSE TO QUESTIONS

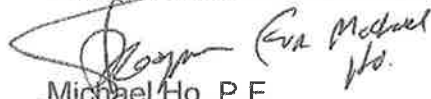
Notice to All Bidders:

I. Response to Request for Information (RFI)

#	Question	Response
1	Can CMB be used for backfill above the pipe zone on the water mains and services or CAB only per modified Plan	<i>See Section 200-2 Untreated Base Materials in the specifications. Backfill material should comply with the specifications and plans.</i>

This document does not need to be submitted with the BID PROPOSAL. However, it is understood that this information shall be incorporated in the contractor's bid. If you have any questions or need additional information, please call (714) 990-7667.

PUBLIC WORKS DEPARTMENT



Michael Ho, P.E.

Deputy Director of Public Works / City Engineer

Attachment – RFI #1 – Sully Miller Contracting

City Council

Marty Simonoff  
Mayor

Steven Vargas  
Mayor Pro Tem

Cecilia Hupp  
Council Member

Christine Marick  
Council Member

Glenn Parker  
Council Member

CITY OF BREA

NAPOLI TRACT WATER IMPROVEMENTS  
CIP NO. 7458

REQUEST FOR INTERPRETATION OF CONTRACT  
DOCUMENTS

Date: 11/3/2020

Time: 3:30 PM

Company: SULLY MILLER CONTRACTING

Contact Person: JESSE FLORES

Address: 135 STATE COLLEGE STE 400 BREA CA.

Telephone: 714 578 9626 FAX: 714 578-9672

Plan Sheet: 7 of 7

Specification Section:

INTERPRETATION REQUESTED:

CAN CMB BE USED FOR BACKFILL ABOVE  
THE PIPE ZONE ON THE WATER MAIN & SERVICES  
OR CAB ONLY PER MODIFIED PLAN

REPLY:

TO A/E:

**SECTION C**  
**PROPOSAL**  
**NAPOLI TRACT WATER IMPROVEMENTS**

**CIP NO. 7458**

in the

**CITY OF BREA**

**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **90 Working Days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

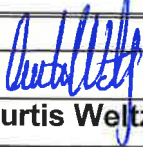
BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S Notice of Intent to Award the contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

**Bid**

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

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
#1	10/22/2020	
		Curtis Weltz, Assistant Secretary





## City of Brea

Napoli Tract Water Improvements  
CIP NO. 7458

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01  
OCTOBER 22, 2020

### Notice to All Bidders:

***Please note the following changes/revisions have been made to the subject Bid Documents:***

#### **Advertisement Letter Dated October 13, 2020:**

Replace With: Advertisement Letter dated October 22, 2020, which reflects the updated Non-Mandatory Pre-Bid Meeting date of October 29, 2020 at 11:30 AM via Zoom Meeting.

#### **PROJECT SPECIFICATIONS:**

The following shall be revised:

#### **Section A – Notice Inviting Sealed Bids**

Replace With: Revised Section A – Notice Inviting Sealed Bids, which reflects the updated Non-Mandatory Pre-Bid Meeting date of October 29, 2020 at 11:30 AM via Zoom Meeting.

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA  
PUBLIC WORKS DEPARTMENT



Steve Kooyman, P.E., City Contract Project Manager

Cc: Lillian Harris-Neal, City Clerk  
Michael S. Ho, P.E., Public Works Deputy Director/City Engineer

***Attachments: Advertisement Letter, dated October 22, 2020***  
***Section A – Notice Inviting Sealed Bids***

This is to acknowledge receipt and review of Addendum No. 1, dated October 22, 2020. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum No. 1 in the Contractor's Proposal, Page C-2.

# SECTION A

## NOTICE INVITING SEALED BIDS

**NOTICE IS HEREBY GIVEN** that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on November 17, 2020.**

**1. Project Name: NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458**

The work to be constructed hereunder is located primarily in the NAPOLI TRACT located south of Lambert Road and west of Brea Boulevard, which includes Napoli Drive, Delphia Avenue and St. Crispin Avenue, in the City of Brea and includes the replacement and upgrade of existing water mains and appurtenances and street resurfacing throughout the Tract. The work generally consists of mobilization and traffic control; storm water pollution prevention; sawcut, removal, and disposal of existing damaged pavement/roadway sections, PCC sidewalk, curb ramps, curb and gutter, vegetation and miscellaneous improvements; new full depth asphalt concrete (DGAC) pavement, cold milling, AC leveling course, asphalt rubber hot mix concrete (ARHM) overlay, construction of new P.C.C. curbs, curb and gutter, sidewalk, curb ramps, new C-900 waterline and appurtenances including new valves, fire hydrants, blow-off hydrants, water meters and services, air release valves, pressure testing, disinfection, abandonment of existing water main and appurtenances, and other miscellaneous concrete improvements; AC slot paving, traffic striping and signing replacement; landscape and irrigation repair; construction survey and monument protection and restoration.

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

**3. Bid Opening:** Bids will be opened and read at a reasonable time following the time stated above on **November 17, 2020 via phone conference line at the following number:**

**Dial-in Info: 714-671-3685**

**Participant Code: 711-686-87#**

The Bidders can dial in with the above phone number and use the **Participation Code** followed by the # key. Once all Bids have been opened and read, Bidders may only ask questions for clarifying a bid total read or bidder name. All further inquiries on the Bids shall be submitted in writing to the City Clerk's Office via Public Records Request. The Bid Summary will be posted on CIPList.com once reviewed and compiled.

Sealed bids can be mailed/Fed-x in prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. **Bids that will be hand delivered by the Bidder shall be submitted into a Drop-Box located at the third floor of the Civic Center, One Civic Center Circle, Brea, California 92821 between the hours of 8:00 AM and no later than 2:00 PM.** The Drop-Box will be located at the Engineering Front Counter.

The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID FOR NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458- DO NOT OPEN WITH REGULAR MAIL"**.

**4. Non-Mandatory Pre-Bid Meeting:** A non-mandatory pre-bid meeting will be held on **Thursday, October 29, 2020**. The pre-bid meeting will be held via Zoom Meeting at **11:30 AM** with the following link and meeting information:

<https://cityofbrea-net.zoom.us/j/93268681982?pwd=RlMzdWc0MStoRE04MEJFZXladGpHQT09>

**Meeting ID: 932 6868 1982**

**Passcode: 591432**

**5. Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class "A" (General Engineering) or Class "C-34" (Pipeline Contractor)**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

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

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

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

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

**10. Retention:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be

deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

**11. Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: **Michael Ho, PE, Deputy Director/City Engineer** at **michaelh@ci.brea.ca.us**.

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

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

**Published Date:** \_\_\_\_\_

**NAPOLI TRACT WATER IMPROVEMENTS  
CIP NO. 7458**

**PROJECT BID SCHEDULE**

BASE BID					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	\$ 65,000	\$ 65,000
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	\$ 42,294	\$ 42,294
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	\$ 6,700	\$ 6,700
4	Construction Survey & Monument Preservation	1	LS	\$ 20,000	\$ 20,000
5	BMP's/NPDES	1	LS	\$ 3,300	\$ 3,300
6	Asphalt Rubber Hot Mix (ARHM) Overlay	1,550	TON	\$ 110	\$ 170,500
7	Asphalt Concrete (AC) Level Course	520	TON	\$ 100	\$ 52,000
8	Cold Mill Existing Pavement & Crack Seal	17,720	SY	\$ 2.50	\$ 44,300
9	PCC Curb Ramp and Sidewalk over 4" SE 30 Sand Bedding (BCR to ECR)	10	EA	\$ 4,600	\$ 46,000
10	PCC Curb & Gutter Type A2-8 (W=2') over 6" CAB	240	LF	\$ 70	\$ 16,800
11	PCC Curb Type A3-6 (W=1', Var. CF) over 6" CAB	160	LF	<sup>50</sup> <del>\$ 50</del> (2w)	\$ 8,000
12	Adjust Manhole to Grade	17	EA	\$ 1,000	\$ 17,000
13	Sawcut & Remove Existing 9" Deep (Width per Plan) and Construct 7.5" Deep Lift DGAC	1,254	SF	\$ 9	\$ 11,286
14	8" PVC CL 305 DR14 Waterline (AWWA C900)	4,212	LF	\$ 90	\$ 379,080
15	8" FLG x M.J.R. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	18	EA	\$ 2,180	\$ 39,240
16	8" D.I.P. Class 52 FLG Tee with Thrust Block with 2 Coupling Adaptors FLG x M.J.	1	EA	\$ 2,000	\$ 2,000
17	8" D.I.P. Class 52 Bend M.J.R. with Thrust Block	27	EA	\$ 500	\$ 13,500
18	8"x8"x8"x8" D.I.P. Class 52 Cross Tee FLG with Thrust Block	2	EA	\$ 1,000	\$ 2,000
19	12"x 12" x 8" D.I.P. Class 52 Tee FLG with Thrust Block	1	EA	\$ 1,450	\$ 1,450

*Handwritten signature/initials*

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
20	12" FLG Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	2	EA	\$ 3,500	\$ 7,000
21	1" Copper Service & New Water Meter and Water Meter Box (City Provided)	98	EA	\$ 1,800	\$ 174,400
22	Remove Existing & Install 12" Couplings (FLG x M.J.) and Spool as Required	2	EA	<del>\$ 2,500</del> <sup>2,500</sup> <i>EW</i>	\$ 5,000
23	Fire Hydrant and Assembly	11	EA	\$ 10,500	\$ 115,500
24	2" Air Release and Assembly	3	EA	\$ 5,700	\$ 17,100
25	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants	1	LS	\$ 12,000	\$ 12,000
26	Cross Gutter Spandrel over 6" CAB	300	SF	\$ 20	\$ 6,000
27	Remove Existing Hot Tap Tee, Thrust Block & Valve and Install Couplings and Spool	1	LS	\$ 3,800	\$ 3,800
28	Pothole Existing Utilities	1	LS	\$ 16,000	\$ 16,000
29	Pressure Testing & Disinfection	1	LS	\$ 8,850	\$ 8,850
30	Remove and Replace Unsuitable Subgrade with CAB*	100	CY	\$ 90	\$ 9,000
31	Construct 4" VCP Sewer Lateral*	1	EA	\$ 4,000	\$ 4,000

\*Indicates item that may or may not be used

**TOTAL BASE BID AMOUNT (in Figures)**

**\$ 1,323,100.00**

**TOTAL BASE BID AMOUNT (in Words):**

One million, Three-hundred twenty three thousand, one  
hundred dollars.

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.

*CW*

(Bidders Initials)

## LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
8	2.21%	C.T.I. - Cindy Trump Inc. 655 W. Mantain Ave., La Habra, CA 90631 brianna@wagindasphalt.com	754500		1000008423
12, 15, 20, 23 Partial	2.13%	Mankole Adjusting Inc 4500 County Rd., Pico Rivera, CA 90660 rbel@ma-inc.com	398443		1000004104
<del>8 - Section</del>	<del>0.67%</del>	<del>Parvarteh Rehab Company 1181 Princess St., Costa Mesa, CA 92626 pds@parvarteh.com</del>	<del>1051374</del>		<del>1000064825</del>
4	1.23%	Straight-Up Surveying 22421 Burton Rd., Grand Terrace, CA 92333 Mwalter@straightupsurveying.com	PLS 4717		1000060199
<del>5</del>	<del>0.47%</del>	<del>Superior Pavement Marking 5312 Cypress St., Cypress, CA 90630 Robert@superiorpavementmarking.com</del>	<del>776506</del>		<del>1000001476</del>
3	0.37%	Carl-Stripe 20440 E. Steel Rd., Colton, CA 92324 grivrs@carlstripe.com	685387		1000001100

By submission of this proposal, the Bidder certifies:

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

Sub



**NON-COLLUSION DECLARATION  
TO BE SUBMITTED WITH PROPOSAL**

I, Curtis Weltz, am  
the \_\_\_\_\_,  
(Print Name)  
Assistant Secretary of Sully-Miller Contracting Company,  
(Position/Title) (Name of Company)

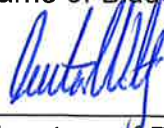
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this  
16th day of November, 20 20.

Sully-Miller Contracting Company

Name of Bidder



Signature of Bidder

**Curtis Weltz, Assistant Secretary**

**135 S. State College Blvd., Suite #400  
Brea, CA 92821**

Address of Bidder



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )On 11/16/2020 before me, Maria L. Ruiz, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Curtis Weltz

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Non-Collusion Affidavit Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Curtis Weltz☒ Corporate Officer — Title(s): Assistant Secretary☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Sully-Miller Contracting Company

Signer's Name: \_\_\_\_\_

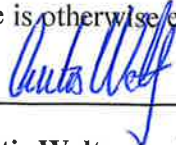
☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS**

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

Signed



Title **Curtis Weltz, Assistant Secretary**

Firm **Sully-Miller Contracting Company**

Date **11/16/2020**

# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

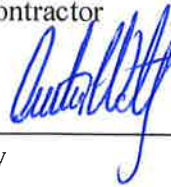
**"Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

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

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

**Sully-Miller Contracting Company**

Contractor



By

**Curtis Weltz, Assistant Secretary**

Title

Date: 11/16/2020

## DISQUALIFICATION QUESTIONNAIRE

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

## QUESTIONNAIRE

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

☐ Yes    ☒ No

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

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

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

## COMPENSATION INSURANCE CERTIFICATE

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

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

**Sully-Miller Contracting Company**

Contractor



By

**Curtis Weltz, Assistant Secretary**

Title

Date: **11/16/2020**

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

**Sully-Miller Contracting Company**

Bidder Name

**135 S. State College Blvd., Suite #400**

Business Address

**Brea,**

**CA**

**92821**

City,

State

Zip

**( 714 ) 578-9600**

Telephone Number

**estimating@sully-miller.com**

Email Address

**#747612 Class A**

State Contractor's License No. and Class

**#1000003664**

DIR Registration Number

**03/30/98**

Original Date Issued (State Contractor's License)

**03/31/22**

Expiration Date

The work site was inspected by Jesse Flores of our office on November 13, 2020

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

**Please see attached Certificate of Incumbency  
and Resolution**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SULLY-MILLER  
CONTRACTING Co.

## Sully-Miller Contracting Company

### License Certificate

I Certify under penalty of perjury under the laws of the State of California that the following is true and correct.

#747612

State Contractor's License No.

Curtis Weltz, Assistant Secretary



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **747612**

Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING  
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2022**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

### TITLE

Chairman Of The Board  
President  
Vice President, CFO, Treasurer  
and Assistant Secretary  
Vice President and Assistant Secretary  
Secretary  
Assistant Secretary

### NAME

John Harrington  
William Joseph Thomas Boyd  
Christian Ransinangue  
Scott Bottomley  
Anthony L. Martino, II  
Curtis Weltz


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

### "BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)

  
\_\_\_\_\_  
Anthony L. Martino, II  
Secretary  
Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821





State of California

# Department of Industrial Relations

## Contractor Information

Legal Entity Name

**SULLY-MILLER CONTRACTING COMPANY**

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003664

Registration effective date

07/01/20

Registration expiration date

06/30/22

Mailing Address

135 S STATE COLLEGE BLVD, SUITE 400 BRE 92821 CA United States of America

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

**Sully-Miller Contracting Company**

Company Name

Signature of Bidder

**Curtis Weltz, Assistant Secretary**

Printed or Typed Signature

Subscribed and sworn to before me this \_ day of \_\_\_, 20\_.

**Please see attached Notary**

NOTARY PUBLIC \_\_\_\_\_

NOTARY SEAL

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

1. **Please see attached List of References and Projects**

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

Contract Amount

Type of Work

Date Completed

2.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

Contract Amount

Type of Work

Date Completed

3.

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: \_\_\_\_\_

Contract Amount

Type of Work

Date Completed

**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5

\_\_\_\_\_  
*Signature of Document Signer No. 1*

\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me  
on this 16th day of November, 2020,  
by Date Month Year  
(1) Curtis Weltz

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.



Signature \_\_\_\_\_  
*Signature of Notary Public*

*Seal*  
*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Bidder's Information \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_



**SULLY-MILLER  
CONTRACTING CO.**

## **LIST OF REFERENCES**

**John Wayne Airport**

**Irvine, CA**

**Larry Serafini, Project Engineer**

**949-252-5270 lserafini@ocair.com**

**City of Fontana**

**Fontana, CA**

**Mario Estrada, Asst. City Engineer**

**909-350-7696 kraascn@fontana.org**

**C. J. Segerstrom / South Coast Plaza**

**Costa Mesa, CA**

**Grant Wilson, Project Manager**

**714-546-0110**

**City of Baldwin Park – Engr. Division**

**Baldwin Park, CA**

**Arjan Idnani, Engineering Manager**

**626-960-4011 Ext. 254**

**LA Arena Company**

**Staples Center – Los Angeles, CA**

**Don Berges, Construction Manager**

**213-742-7873**

**City of Fullerton**

**Fullerton, CA**

**George Lin, Project Engineer**

**714-738-6845 graffiti@cityoffullerton.com**

**The Irvine Company**

**Newport Beach, CA**

**Peggy Kloos, Sr. Director/Construction**

**949-720-2000**

**Irvine Community Development Company**

**Newport Beach, CA**

**Bill Martin, Vice President/Construction**

**949-734-800**

**Town of Apple Valley**

**Apple Valley, CA**

**Richard Pederson, Town Engineer**

**760-240-7000**

**Los Angeles County Dept. of Public Works**

**Alhambra, CA**

**Issa Adawiya, Resident Engineer**

**626-458-5100**

**CNC Engineering**

**City of Industry, CA**

**John Ballas, City Engineer**

**626-333-0336 gperez@cc-eng.com**

**Fox Studios Operations**

**Beverly Hills, CA**

**William Murphy, V.P. of Facilities**

**310-369-3794**

**BNSF Railroad Commerce**

**Hansen-Wilson**

**Roy Rogers, Construction Manager**

**323-267-4186**

**Caltrans**

**Department of Transportation**

**Ray Stokes, Regional Engineer**

**909-275-0211**

**Cal State Long Beach Foundation**

**Long Beach, CA**

**Mo Tidemanis, Director**

**562-985-8489**

**City of Rancho Cucamonga**

**Rancho Cucamonga, CA**

**Cindy Hackett, Associate Engineer**

**909-477-2740**

**City of Hesperia – Public Works Dept.**

**Hesperia, CA**

**Mike Podegradz, City Manager**

**760-947-1000**

**City of Barstow**

**Barstow, CA**

**Mike Stewart, City Engineer**

**760-255-5154**

## Responsible Bidder – Supplemental Questionnaire

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

97 Years

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

☐ Yes☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes☒ No

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

☐ Yes☒ No

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

☐ Yes☒ No

If “yes,” explain on a separate page.

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☒ Yes

☐ No

**Please see attached Arbitration Information**

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

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

☒ Yes

☐ No

**Please see attached Arbitration Information**

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

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

☐ Yes

☒ No



**SULLY-MILLER  
CONTRACTING CO.**

November 16, 2020

City of Brea  
1 Civic Center Circle  
Brea, CA 92821

Re: Napoli Tract Water Improvements  
CIP Project No. 7458

Subject: Responsible Bidder – Supplemental Questionnaire Question 9 and 10 - Arbitration

Ladies and Gentlemen:

In regards to the above Bid Proposal, Sully-Miller has been involved in one (1) claim (s) that was settled in Mediation in the past five (5) years.

Owner:	City of Compton
Address of Owner:	205 S. Willowbrook Ave., Compton, CA 90220
Project:	Water Bond Improvements and Water Line Replacement
Date of Claim:	November 30, 2017
Description of Claim:	Disagreement on Contractor's Scope of Work vs. Contract Agreement Scope of Work
Amount of Claim:	\$2,229,159.00
Status of Claim:	<i>Settlement reached in Mediation</i>

If you have any questions or need further information, please feel free to call me at 714-578-9600.

Sincerely,  
Sully-Miller Contracting Company

Curtis Weltz  
Assistant Secretary

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

%

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

☐ Yes ☒ No



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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

**Please see attached References and Project Experience**

**Please see attached References and Project Experience**

1. Project Name Total Construction Value

\_\_\_\_\_

Description and Location of Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name Total Construction Value

\_\_\_\_\_

Description and Location of Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Project Name Total Construction Value

\_\_\_\_\_

Description and Location of Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Project Name Total Construction Value

\_\_\_\_\_

Description and Location of Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Project Name Total Construction Value

\_\_\_\_\_

Description and Location of Project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



SULLY-MILLER  
CONTRACTING CO.

## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* STREET REHABILITATION & WATER MAIN UPGRADE PROJECT / 10202412  
*Start and Finish Dates:* 6/25/18 – 9/28/18  
*Project Description:* TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL, CRACK SEAL  
*Agency Name:* CITY OF LYNWOOD  
*Contact Person:* SALVADOR MENDEZ *Telephone:* 310-603-0220  
*Original Contract Amount:* \$1,671,000 *Final Contract Amount:* \$1,892,124  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* BIRCH STREET REHABILITATION / 10202367  
*Start and Finish Dates:* 7/25/18 – 11/9/18  
*Project Description:* TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL  
*Agency Name:* CITY OF LYNWOOD  
*Contact Person:* SALVADOR MENDEZ *Telephone:* 310-603-0220  
*Original Contract Amount:* \$1,189,000 *Final Contract Amount:* \$1,639,460  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* FY 17/18 MISCELLANEOUS STREET REPAIRS / 10201035  
*Start and Finish Dates:* 6/18/18 – 8/10/18  
*Project Description:* REMOVALS, ASPHALT, CONCRETE, TRAFFIC CONTROL, MOB, COLD PLANE  
*Agency Name:* CITY OF PALOS VERDES ESTATES  
*Contact Person:* KEN RUKAVINA, PE *Telephone:* 310-378-0383  
*Original Contract Amount:* \$387,392 *Final Contract Amount:* \$377,503  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* T&M WORK – ROUTE 1 - PAVEMENT FAILURE / 10200926  
*Start and Finish Dates:* 3/26/18 – 5/10/18  
*Project Description:* REMOVE THE STRUCTURAL SECTION, FILL THE VOID, COMPACT SOIL  
*Agency Name:* STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS)  
*Contact Person:* MARK MORRIS *Telephone:* 916-227-6299  
*Original Contract Amount:* \$300,000 *Final Contract Amount:* \$101,525  
Change in contract amount is due to items of work being added/deleted by agency



SULLY-MILLER  
CONTRACTING CO.

## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* FY 2017 – 2018 St. Improvement Project / 10199734  
*Start and Finish Dates:* 2/26/18 – 3/7/18  
*Project Description:* AC GRIND & OVERLAY, EARTHWORK, TRAFFIC CONTROL, MOB, LIME TREATMENT  
*Agency Name:* CITY OF HESPERIA  
*Contact Person:* JAMIE CARONE *Telephone:* 760-947-1449  
*Original Contract Amount:* \$1,722,660.00 *Final Contract Amount:* \$1,879,497  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* LOCAL/RESIDENTIAL STREET IMPROVEMENT PROJECT (PHASE VIII) / 10199482  
*Start and Finish Dates:* 3/27/18 – 5/16/18  
*Project Description:* AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACKFILLING, LOOPS  
*Agency Name:* CITY OF BURBANK  
*Contact Person:* OMAR MOHEIZE *Telephone:* 818-238-5850  
*Original Contract Amount:* \$3,499,173 *Final Contract Amount:* \$3,661,493  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* ARROW BLVD AND FONTANA AVENUE SAFE ROUTES TO SCHOOL / 10198414  
*Start and Finish Dates:* 1/2/18 – 5/15/18  
*Project Description:* REMOVALS, AC GRIND & OVERLAY, EARTHWORK, TREE REMOVAL, PCC IMPR.  
*Agency Name:* CITY OF FONTANA  
*Contact Person:* RICHARD OAXACA *Telephone:* 909-350-76-10  
*Original Contract Amount:* \$982,000 *Final Contract Amount:* \$1,045,659  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* JOB ORDER CONTRACT FOR PAVEMENT MAINT. , FY 2017-18 / 10198348  
*Start and Finish Dates:* 4/30/18 – 4/30/19  
*Project Description:* MISCELLANEOUS CONSTRUCTION THROUGHOUT ORANGE COUNTY  
*Agency Name:* COUNTY OF ORANGE  
*Contact Person:* STEVE CLAYTON *Telephone:* 714-667-8800  
*Original Contract Amount:* \$4,656,000 *Final Contract Amount:* \$800,927  
Change in contract amount is due to items of work being added/deleted by agency



SULLY-MILLER  
CONTRACTING CO.

## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* FLORENCE METRO BLUE LINE STATION BIKEWAY ACCESS IMPR. / 10197845  
*Start and Finish Dates:* 1/29/18 – 4/8/18  
*Project Description:* AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EARTHWORK, STRIPING  
*Agency Name:* LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ( LACDPW)  
*Contact Person:* ALI DANA *Telephone:* 626-458-3144  
*Original Contract Amount:* \$1,049,589 *Final Contract Amount:* \$1,158,441  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* LOCAL STREET AND CITY PARK IMPROVEMENT PROJECT / 10197735  
*Start and Finish Dates:* 1/8/18 – 3/15/18  
*Project Description:* AC GRIND & OVERLAY, REMOVALS, CONCRETE IMPROVEMENTS, LANDSCAPE  
*Agency Name:* CITY OF LA PUENTE  
*Contact Person:* ADEL FREIJ – WILDAN *Telephone:* 562-364-8486  
*Original Contract Amount:* \$758,173.00 *Final Contract Amount:* \$758,032  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* POLK STREET RESURFACING PROJECT- 58<sup>TH</sup> AVENUE TO AIRPORT / 10197698  
*Start and Finish Dates:* 1/16/18 – 2/16/18  
*Project Description:* AC GRIND & OVERLAY, PULVERIZATION, EARTHWORK, AGGREGATE, STRIPING  
*Agency Name:* COUNTY OF RIVERSIDE  
*Contact Person:* JOEL JIMENEZ *Telephone:* 951-955-6780  
*Original Contract Amount:* \$788,762 *Final Contract Amount:* \$660,553  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* ANZA AVENUE REHABILITATION (190<sup>TH</sup> TO DEL AMO), I-144 / 10197224  
*Start and Finish Dates:* 1/2/18 – 4/30/18  
*Project Description:* AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, TRAFFIC CONTROL  
*Agency Name:* CITY OF TORRANCE  
*Contact Person:* SHIN FURUKAWA *Telephone:* 310-328-5310  
*Original Contract Amount:* \$1,267,000 *Final Contract Amount:* \$1,009,508  
Change in contract amount is due to items of work being added/deleted by agency



## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* PEARBLOSSOM HWY WATER MAIN RELOCATION 121<sup>ST</sup> ST EAST / 10197174  
*Start and Finish Dates:* 12/26/17 – 4/26/18  
*Project Description:* TRAFFIC CONTROL, AC, REMOVE & REPLACE WATERLINE, ASBESTOS REMOVAL  
*Agency Name:* LOS ANGELES WATERWORKS DISTRICT (LACDPW)  
*Contact Person:* LAURA SMITH *Telephone:* 626-458-3114  
*Original Contract Amount:* \$2,943,000 *Final Contract Amount:* \$3,016,282  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* UCI COOLING TOWER RECYCLED WATER CONVERSION PIPELINE / 10196627  
*Start and Finish Dates:* 10/25/17 – 3/25/18  
*Project Description:* MOBILIZATION, TRAFFIC CONTROL, UNDERGROUND, COLD MILL, AC, SLURRY  
*Agency Name:* IRVINE RANCHE WATER DISTRICT  
*Contact Person:* HARRY CHO *Telephone:* 949-453-5300  
*Original Contract Amount:* \$1,117,500 *Final Contract Amount:* \$1,586,637  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* STREET RECONSTRUCTION PROJECT / 10196509  
*Start and Finish Dates:* 10/23/17 – 12/8/17  
*Project Description:* AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, CONCRETE, IMPR.  
*Agency Name:* CITY OF EI MONTE  
*Contact Person:* JIM GEYER *Telephone:* 626-580-2058  
*Original Contract Amount:* \$1,199,000 *Final Contract Amount:* \$1,202,924  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* DOWNTOWN PEDESTRIAN ACCESS IMPR. AT HUNTINGTON / 10196168  
*Start and Finish Dates:* 12/4/17 – 1/4/18  
*Project Description:* EXCAVATION, BASE, AC, PCC, SURVEY, LANDSCAPE, MASONRY, ELECTRICAL  
*Agency Name:* CITY OF ARCADIA  
*Contact Person:* KEVIN MERRILL *Telephone:* 626-574-5400  
*Original Contract Amount:* \$182,748 *Final Contract Amount:* \$201,023  
Change in contract amount is due to items of work being added/deleted by agency



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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* UNINCORPORATED COMMUNITY OF CHARTER OAK / 10196167  
*Start and Finish Dates:* 11/13/17 – 2/28/18  
*Project Description:* EXCAVATION, AGGREGATE BASE, CONCRETE, AC PAVING, TRAFFIC CONTROL  
*Agency Name:* LACDPW  
*Contact Person:* ANOUSH HOVSEPIANS *Telephone:* 626-458-3114  
*Original Contract Amount:* \$1,172,333 *Final Contract Amount:* \$1,129,637  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* JOHN WAYNE AIRPORT TERMINAL C TAXI STAGING AREA / 10194789  
*Start and Finish Dates:* 11/6/17 – 3/6/18  
*Project Description:* DEMOLITION, CONCRETE IMPROVEMENTS, MOBILIZATION, TRAFFIC  
*Agency Name:* COUNTY OF ORANGE  
*Contact Person:* KORY HARIRI *Telephone:* 949-252-5171  
*Original Contract Amount:* \$543,000 *Final Contract Amount:* \$458,500  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* RESIDENTIAL STREET REHAB PROJECT PH. I AREA 7 PCC / 10194501  
*Start and Finish Dates:* 8/8/17 – 10/13/17  
*Project Description:* TRAFFIC CONTROL, PCC, AC, COLD PLANE, ADJUSTMENTS, CRACKSEAL  
*Agency Name:* CITY OF RANCHO PALOS VERDES  
*Contact Person:* NATALIE CHAN *Telephone:* 310-544-5289  
*Original Contract Amount:* \$1,419,331 *Final Contract Amount:* \$1,976,934  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* RANCHERO ROAD REHAB & MAIN ST. MEDIAN PROJECT / 10194432  
*Start and Finish Dates:* 7/24/17 – 9/22/17  
*Project Description:* EXCAVATION, AC, CONCRETE, BASE, COLD PLANE, STRIPING, ADJUSTMENTS  
*Agency Name:* CITY OF HESPERIA  
*Contact Person:* TINA SOUZA *Telephone:* 760-947-1474  
*Original Contract Amount:* \$487,450 *Final Contract Amount:* \$487,030  
Change in contract amount is due to items of work being added/deleted by agency



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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* MONROVIA RENEWAL - NORTHWEST AREA INFRASTRUCTURE / 10194317  
*Start and Finish Dates:* 8/20/17 – 5/31/18  
*Project Description:* PULVERIZATION, EXCAVATION, AC PAVING, CONCRETE, SEWER, ADJUSTING  
*Agency Name:* CITY OF MONROVIA  
*Contact Person:* JIM MERRILL *Telephone:* 626-932-5575  
*Original Contract Amount:* \$7,398,739 *Final Contract Amount:* \$8,514,561  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* DIVISION DR. & SUGARPINE RD / 10193679  
*Start and Finish Dates:* 8/4/17 – 9/30/17  
*Project Description:* AC, GRADING, REMOVALS, PULVERIZATION, ADJUSTING UTILITIES  
*Agency Name:* COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS  
*Contact Person:* HAILE FORD *Telephone:* 909-387-7920  
*Original Contract Amount:* \$668,400 *Final Contract Amount:* \$667,886  
Change in contract amount is due to items of work being added/deleted by agency

*Project Name/Number:* LUNA RD / 10193678  
*Start and Finish Dates:* 8/4/17 – 10/13/17  
*Project Description:* REMOVALS, PULVERIZATION, EXCAVATION, CEMENT TREAT, EARTHWORK  
*Agency Name:* COUNTY OF SAN BERNARDINO DEPT. PUBLIC WORKS  
*Contact Person:* HAILE FORD *Telephone:* 909-387-7920  
*Original Contract Amount:* \$2,022,000 *Final Contract Amount:* \$2,007,995  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* LOS ANGELES AVE. WIDENING / 10192625  
*Start and Finish Dates:* 7/5/17 – 9/22/17  
*Project Description:* AC, PCC IMPROVEMENTS, REMOVALS, TRAFFIC CONTROL, UNDERGROUND  
*Agency Name:* CITY OF SIMI VALLEY  
*Contact Person:* SARAH SHESHEBOR *Telephone:* 805-583-6792  
*Original Contract Amount:* \$248,946 *Final Contract Amount:* \$258,537  
Change in contract amount is due to items of work being added/deleted by agency.





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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* ARROYO SECO PEDESTRIAN AND BICYCLE TRAIL PROJECT / 10192407  
*Start and Finish Dates:* 7/24/17 – 1/31/18  
*Project Description:* REMOVALS, EARTHWORK, PCC, PETROMAT, AC, LANDSCAPE, ELECTRICAL  
*Agency Name:* CITY OF SOUTH PASADENA  
*Contact Person:* RAFAEL CASILLAS *Telephone:* 626-403-7240  
*Original Contract Amount:* \$2,086,255 *Final Contract Amount:* \$1,975,575  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* 2017 PAVEMENT REHAB PROJECT, PS-005 & CULVER WEST / 10189586  
*Start and Finish Dates:* 6/5/17 – 9/5/17  
*Project Description:* AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EXCAVATION  
*Agency Name:* CITY OF CULVER CITY  
*Contact Person:* HONG WANG *Telephone:* 310-353-5600  
*Original Contract Amount:* *Final Contract Amount:* \$2,301,205  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* McCADDEN PLACE – BEVERLY BOULEVARD TO 3<sup>RD</sup> STREET / 10189026  
*Start and Finish Dates:* 8/7/17 – 1/28/18  
*Project Description:* EXCAVATION, CONCRETE IMPROVEMENTS, ALLOWANCES, LANDSCAPE  
*Agency Name:* CITY OF LOS ANGELES  
*Contact Person:* RALPH SHOVLIN *Telephone:* 213-978-0262  
*Original Contract Amount:* \$496,000 *Final Contract Amount:* \$408,306  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* MAGNOLIA AVE. & RAMONA DR. WATER DISTRIBUTION MAIN / 10188799  
*Start and Finish Dates:* 5/9/17 – 11/1/17  
*Project Description:* ASPHALT, CONCRETE, WATER, LOOPS, STRIPING, ADJUSTMENTS  
*Agency Name:* CITY OF RIVERSIDE  
*Contact Person:* FERNANDO ROMERO *Telephone:* 951-826-5311  
*Original Contract Amount:* \$1,984,777 *Final Contract Amount:* \$1,971,695  
Change in contract amount is due to items of work being added/deleted by the agency.

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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* TRAFFIC SIGNAL IMPR. ON SANTA MONICA BLVD / 10188768  
*Start and Finish Dates:* 7/1/17 – 10/6/17  
*Project Description:* SURVEY, EXCAVATION, TRAFFIC CONTROL, CONCRETE, SWPPP, ELECTRICAL  
*Agency Name:* CITY OF WEST HOLLYWOOD  
*Contact Person:* SHARON PERLSTEIN *Telephone:* NUMBER  
*Original Contract Amount:* \$1,170,439 *Final Contract Amount:* \$1,291,399  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* 2016-17 STREET REHABILITATION PROGRAM / 10188741  
*Start and Finish Dates:* 5/20/17 – 7/1/17  
*Project Description:* TRAFFIC CONTROL, SWPPP, COLD MILL, ARHM, AC, BASE, DEMO, PCC, ADJUSTING  
*Agency Name:* CITY OF SIERRA MADRE  
*Contact Person:* CHRIS CIMINO *Telephone:* 626-355-7135  
*Original Contract Amount:* \$449,196 *Final Contract Amount:* \$570,294  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* STREET & LANDSCAPE IMPR. ON CARSON STREET / 10188501  
*Start and Finish Dates:* 7/1/17 – 12/31/17  
*Project Description:* REMOVALS, AC, IMPORT, TRAFFIC CONTROL, SITE FURNISHINGS, MASONRY  
*Agency Name:* CITY OF HAWAIIAN GARDENS  
*Contact Person:* ISMILE NOORBAKSH *Telephone:* 562-420-2641  
*Original Contract Amount:* \$2,620,118 *Final Contract Amount:* \$2,702,025  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* ASPHALT PAVING & PULVERIZING HAIWEE PP SOUTH ACCESS RD / 10188291  
*Start and Finish Dates:* 6/14/17 – 8/1/17  
*Project Description:* AC PAVING, GRADING, PULVERIZATION, MOBILIZATION  
*Agency Name:* LACDPW  
*Contact Person:* ISABEL DE VERA *Telephone:* 213-367-4309  
*Original Contract Amount:* \$132,321 *Final Contract Amount:* \$124,673  
Change in contract amount is due to items of work being added/deleted by the agency.



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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* 6TH STREET BICYCLE BOULEVARD PROJECT / 10188038  
*Start and Finish Dates:* 7/5/17 – 11/30/17  
*Project Description:* EXCAVATION, AC GRIND AND OVERLAY, PCC IMPROVEMENTS, UNDERGROUND  
*Agency Name:* CITY OF LONG BEACH  
*Contact Person:* STEVE TWEED *Telephone:* 562-570-5161  
*Original Contract Amount:* \$821,000 *Final Contract Amount:* \$1,027,181  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* FY 2016-17 CDBG STREET IMPROVEMENTS / 10187953  
*Start and Finish Dates:* 2/20/17 – 2/21/18  
*Project Description:* REMOVALS, FULL DEPTH RECLAMATION, AC PAVING, GRADING, SLURRY SEAL  
*Agency Name:* CITY OF HESPERIA  
*Contact Person:* DAVID BURKETT *Telephone:* 760-947-1202  
*Original Contract Amount:* \$1,417,999.60 *Final Contract Amount:* \$1,417,999  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* EMERGENCY GRIND AND OVERLAY / 10187603  
*Start and Finish Dates:* 1/14/17 – 1/20/17  
*Project Description:* GRIND AND OVERLAY  
*Agency Name:* CITY OF VERNON  
*Contact Person:* V. RODRIGUEZ *Telephone:* 323-583-8811  
*Original Contract Amount:* \$100,000 *Final Contract Amount:* \$100,000  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* CONSTRUCTION ON ST.HWY ROUTE 18 IN S.B.COUNTY / 10187599  
*Start and Finish Dates:* 4/1/17 – 6/23/17  
*Project Description:* UNDERGROUND, PCC IMPROVEMENTS, AC PAVING, STRIPING, SIGNAGE  
STRUCTURES W/REBAR  
*Agency Name:* CALTRANS  
*Contact Person:* MOHSEN PARVINJAH *Telephone:* 916-227-6299  
*Original Contract Amount:* \$1,076,000 *Final Contract Amount:* \$1,059,906  
Change in contract amount is due to items of work being added/deleted by the agency.

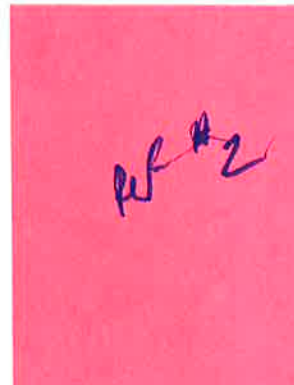


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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* MARINE PARK IRRIGATION RETROFIT PROJECT / 10187204  
*Start and Finish Dates:* 5/15/17 – 12/31/17  
*Project Description:* SURVEY, REMOVALS, WATER LINE, PCC, AC, LANDSCAPE, IRRIGATION, ELECTRIC  
*Agency Name:* CITY OF SANTA MONICA  
*Contact Person:* CARLOS ROSALES *Telephone:* 310-458-8721  
*Original Contract Amount:* \$2,065,100 *Final Contract Amount:* \$2,151,556  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* FY 2015-2016 PAVEMENT REHABILITATION PROGRAM / 10186801  
*Start and Finish Dates:* 12/16/16 – 12/16/19  
*Project Description:* COLD MILL, EXCAVATION, AC, PCC, CRACK TREATMENT, SURVEY  
*Agency Name:* CITY OF EL MONTE  
*Contact Person:* NADEEM SYED *Telephone:* 626-580-2058  
*Original Contract Amount:* \$1,180,092 *Final Contract Amount:* \$2,029,332  
Change in contract amount is due to items of work being added/deleted by agency.



*Project Name/Number:* CARSON STREET AND NORWALK BOULEVARD IMPROVEMENTS / 10186780  
*Start and Finish Dates:* 5/1/17 – 6/1/17  
*Project Description:* AC, DEMO, PCC, TRAFFIC CONTROL, MISCELLANEOUS FURNISHINGS  
*Agency Name:* CITY OF HAWAIIAN GARDENS  
*Contact Person:* ISHMILE NOORBAKSH *Telephone:* 562-420-2641  
*Original Contract Amount:* \$369,880 *Final Contract Amount:* \$369,880  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* DUARTE ROAD ARTERIAL REHABILITATION / 10186427  
*Start and Finish Dates:* 1/15/17 – 3/30/17  
*Project Description:* AC GRIND & OVERLAY, EXCAVATION, CONCRETE, ELECTRICAL  
*Agency Name:* CITY OF ARCADIA  
*Contact Person:* TIM KELLECHER *Telephone:* 626-574-5415  
*Original Contract Amount:* \$560,022 *Final Contract Amount:* \$532,009  
Change in contract amount is due to items of work being added/deleted by the agency.



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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* YUCCA LOMA ROAD STREET AND STRIPING IMPROVEMENTS / 10186361  
*Start and Finish Dates:* 12/1/16 – 2/1/17  
*Project Description:* AC, BASE, PCC, GRADING, REMOVALS, UNDERGROUND, STRUCTURES  
*Agency Name:* TOWN OF APPLE VALLEY  
*Contact Person:* RICHARD PEDERSON *Telephone:* 760-240-7000  
*Original Contract Amount:* \$389,000 *Final Contract Amount:* \$389,000  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* GOLD LINE STATION PEDESTRIAN AND BICYCLE IMPROVEMENTS / 10186191  
*Start and Finish Dates:* 12/1/16 – 4/1/17  
*Project Description:* EARTHWORK, CONCRETE, ASPHALT PAVING, MOB, TRAFFIC CONTROL  
*Agency Name:* CITY OF DUARTE  
*Contact Person:* RAFAEL CASILLAS *Telephone:* 626-357-7931  
*Original Contract Amount:* \$1,674,357 *Final Contract Amount:* \$1,730,380  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* STREET SLURRY SEAL PROJECT 2016/2017 IN VARIOUS STREETS / 10186075  
*Start and Finish Dates:* 11/28/16 – 2/15/17  
*Project Description:* EXCAVATION, BASE, AC, PCC, SLURRY STRIPING  
*Agency Name:* CITY OF BELL  
*Contact Person:* ANGELA BUSTAMANTE *Telephone:* 323-588-6211  
*Original Contract Amount:* \$ 462,000 *Final Contract Amount:* \$462,000  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* GAGE AVENUE IMPROVEMENTS FROM WILCOX AVENUE TO RIVER DR/ 10185788  
*Start and Finish Dates:* 10/19/16 – 12/2/16  
*Project Description:* TRAFFIC CONTROL, CLEARING & GRUBBING, CMB, ARHM, STRIPING  
*Agency Name:* CITY OF BELL  
*Contact Person:* DANI KIM *Telephone:* 323-588-6211  
*Original Contract Amount:* \$ 671,000 *Final Contract Amount:* \$671,000  
Change in contract amount is due to items of work being added/deleted by the agency.



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## **BIDDER'S EXPERIENCE AND QUALIFICATIONS**

*Project Name/Number:* ARROYO DRIVE AREA SEWER AND STREET IMPROVEMENTS / 10185389  
*Start and Finish Dates:* 11/1/16 – 1/30/17  
*Project Description:* AC PAVING, PCC IMPROVEMENTS, UNDERGROUND, MANHOLES, EXCAVATION  
*Agency Name:* CITY OF FULLERTON  
*Contact Person:* DON HOPE *Telephone:* 714-738-6300  
*Original Contract Amount:* \$ 874,000 *Final Contract Amount:* \$874,000  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* BEAR VALLEY ROAD RECONSTRUCTION (MARIPOSA TO AMARGOSA / 10185154  
*Start and Finish Dates:* 10/15/16 – 12/16/16  
*Project Description:* COLD PLANE, EXCAVATION, BASE, CONCRETE, ASPHALT, TRAFFIC, STRUCTURES  
*Agency Name:* CITY OF VICTORVILLE  
*Contact Person:* BRUCE MILLER *Telephone:* 760-955-5000  
*Original Contract Amount:* \$ 2,323,000 *Final Contract Amount:* \$2,307,860  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* MCDONNELL AVENUE, ET AL / 10185083  
*Start and Finish Dates:* 12/1/16 – 12/1/16  
*Project Description:* MOB, DEMOLITION, EXCAVATION, CEMENT TREATED BASE, UNDERGROUND  
*Agency Name:* LACDPW  
*Contact Person:* TIM BAZINET *Telephone:* 626-458-3144  
*Original Contract Amount:* \$3,076,035 *Final Contract Amount:* \$3,129,747  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING / 10185040  
*Start and Finish Dates:* 12/1/16 – 3/31/17  
*Project Description:* EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING  
*Agency Name:* CITY OF SAN GABRIEL  
*Contact Person:* DAREN GRILLEY *Telephone:* 626-308-2800  
*Original Contract Amount:* \$379,519 *Final Contract Amount:* \$699,171  
Change in contract amount is due to items of work being added/deleted by the agency.



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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16/ 10184825

*Start and Finish Dates:* 10/3/16 – 1/15/17

*Project Description:* RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16

*Agency Name:* CITY OF LA HABRA

*Contact Person:* EDDIE CHAN

*Telephone:* 562-383-4151

*Original Contract Amount:* \$1,745,500

*Final Contract Amount:* \$1,745,500

Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* MONROVIA RENEWAL – SOUTHWEST / SOUTHEAST AREA / 10184717

*Start and Finish Dates:* 10/3/16 – 1/15/17

*Project Description:* EXCAVATION/DEMOLITION, AC GRIND AND OVERLAY, PULVERIZE, CAPE SEAL

*Agency Name:* CITY OF MONROVIA

*Contact Person:* JIM MERRILL

*Telephone:* 626-932-5575

*Original Contract Amount:* \$4,940,000

*Final Contract Amount:* \$4,940,000

Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* WASHINGTON BOULEVARD STREET IMPROVEMENTS – PHASE 2/ 10184671

*Start and Finish Dates:* 10/1/16 – 12/23/16

*Project Description:* AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL

*Agency Name:* CITY OF MONTEBELLO

*Contact Person:* SAMUEL KOURI

*Telephone:* 323-887-1460

*Original Contract Amount:* \$824,690

*Final Contract Amount:* \$824,690

Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* TEMPLE AVENUE IMPROVEMENTS / 10184162

*Start and Finish Dates:* 12/6/16 – 1/16/17

*Project Description:* TRAFFIC CONTROL, DEMO, PCC, AC, LANDSCAPE, SLURRY SEAL

*Agency Name:* CITY OF LA PUENTE

*Contact Person:* ADEL FREIJ (WILDAN)

*Telephone:* 562-364-8486

*Original Contract Amount:* \$524,751

*Final Contract Amount:* \$579,806

Change in contract amount is due to items of work being added/deleted by the agency.





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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* CONSTRUCTION OF LIBERTY PARK ANNEX EXTERIOR IMPROVEMENTS / 10184161  
*Start and Finish Dates:* 8/29/16 – 9/21/16  
*Project Description:* AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL  
*Agency Name:* CITY OF CERRITOS  
*Contact Person:* FREDDY BONILLA *Telephone:* 562-860-0311  
*Original Contract Amount:* \$311,130 *Final Contract Amount:* \$311,130  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* 2017 CITYWIDE STREET RESURFACING / 10183764  
*Start and Finish Dates:* 8/29/16/11/11/16  
*Project Description:* SURVEY, CONCRETE, UNDERGROUND, AC, COLD PLANE, FENCING  
*Agency Name:* CITY OF LA CANADA FLINTRIDGE  
*Contact Person:* GREG KWOCEK *Telephone:* 818-790-8880  
*Original Contract Amount:* \$1,284,195 *Final Contract Amount:* \$1,284,195  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* ALAMO STREET WIDENING WEST OF GAGE AVENUE / 10183436  
*Start and Finish Dates:* 8/15/16 – 10/14/16  
*Project Description:* DEMOLITION, CONCRETE IMPROVEMENTS, AC GRIND & OVERLAY  
*Agency Name:* CITY OF SIMI VALLEY  
*Contact Person:* SARAH SHESHEBOR *Telephone:* 805-583-6786  
*Original Contract Amount:* \$288,629 *Final Contract Amount:* \$288,629  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* WILMINGTON AVENUE IMPROVEMENTS / 10183227  
*Start and Finish Dates:* 9/12/16 – 12/16/16  
*Project Description:* COLD PLANE, AC, PCC, ADJUSTMENTS, ELECTRICAL, SURVEY  
*Agency Name:* CITY OF COMPTON  
*Contact Person:* JOHN STRICKLAND *Telephone:* 310-605-5500  
*Original Contract Amount:* \$1,219,750 *Final Contract Amount:* \$1,146,489  
Change in contract amount is due to items of work being added/deleted by the agency.





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## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* VALLEY VIEW UTILITY RELOCATION / 10182766  
*Start and Finish Dates:* 7/18/16 – 8/31/16  
*Project Description:* TRAFFIC CONTROL, EROSION CONTROL, WATER LINE, SIDEWALK  
*Agency Name:* CITY OF CERRITOS  
*Contact Person:* FREDDY BONILLA *Telephone:* 562-860-0311  
*Original Contract Amount:* \$379,000 *Final Contract Amount:* \$379,000  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* CHICO AVENUE FROM RUSH STREET TO SOUTH END OF STREET / 10182094  
*Start and Finish Dates:* 7/11/16 – 9/2/16  
*Project Description:* COLD MILL, AC, GRADING, CONCRETE, ADJUST MANHOLES & VALVES  
*Agency Name:* CITY OF SOUTH EL MONTE  
*Contact Person:* ARJAN IDNADI *Telephone:* 626-579-6540  
*Original Contract Amount:* \$299,210 *Final Contract Amount:* \$299,210  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* DESERT SHORES TOWNSITE ROADWAY IMPROVEMENT PROJECT / 10182072  
*Start and Finish Dates:* 7/1/16 – 10/28/16  
*Project Description:* SHOULDER BACKING, ADJUST MANHOLES & VALVES, COLD PLANE, ARAM  
*Agency Name:* IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS  
*Contact Person:* JENELL GUERRERO *Telephone:* 442-265-1818  
*Original Contract Amount:* \$1,111,000 *Final Contract Amount:* \$1,111,000  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* INTERSECTION MODIFICATION AT WALNUT AVENUE AND ALAMITOS / 10180933  
*Start and Finish Dates:* 10/1/16 – 5/1/17  
*Project Description:* EXCAVATION, AC GRIND & OVERLAY, CONCRETE, AGGREGATE BASE, UNDERGROUND  
*Agency Name:* CITY OF LONG BEACH  
*Contact Person:* ERIC LOWE *Telephone:* 562-570-5161  
*Original Contract Amount:* \$851,568 *Final Contract Amount:* \$2,036,000  
Change in contract amount is due to items of work being added/deleted by the agency.



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CONTRACTING CO.

## BIDDER'S EXPERIENCE AND QUALIFICATIONS

*Project Name/Number:* 2015-16 ANNUAL OVERLAY PROJECT / 10180815  
*Start and Finish Dates:* 6/27/16 – 9/16/16  
*Project Description:* COLD PLANE, GRADING, AC, CRACK SEAL, STRIPING, LOOPS  
*Agency Name:* CITY OF SANTA CLARITA  
*Contact Person:* FRANK LUJAN *Telephone:* 661-255-4942  
*Original Contract Amount:* \$3,964,775 *Final Contract Amount:* \$3,964,775  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* BERYL STREET- FLAGLER TO 190TH DRAINAGE / 10180800  
*Start and Finish Dates:* 6/13/16 – 10/1/16  
*Project Description:* EXCAVATION, BASE, AC, PCC, COLD PLANE, UNDERGROUND  
*Agency Name:* CITY OF REDONDO BEACH  
*Contact Person:* SAILA POTUKUCHI *Telephone:* 310-372-1171  
*Original Contract Amount:* \$1,658,101 *Final Contract Amount:* \$1,658,101  
Change in contract amount is due to items of work being added/deleted by agency.

*Project Name/Number:* VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT / 10180528  
*Start and Finish Dates:* 8/1/16 – 11/21/16  
*Project Description:* DEMO, GEOGRID, EXCAVATION, EARTHWORK, PCC, ADJUSTMENT  
*Agency Name:* CITY OF INDUSTRY  
*Contact Person:* GERRY PEREZ *Telephone:* 626-333-0336  
*Original Contract Amount:* \$3,828,191 *Final Contract Amount:* \$886,882  
Change in contract amount is due to items of work being added/deleted by the agency.

*Project Name/Number:* BEACH PARKING LOT 4S ACCESS IMPROVEMENTS AND PAVING / 10179877  
*Start and Finish Dates:* 5/23/16 – 6/24/16  
*Project Description:* COLD MILL, CONCRETE, EXCAVATION, SITE FURNISHINGS, AC  
*Agency Name:* CITY OF SANTA MONICA  
*Contact Person:* ZACH POLLARD *Telephone:* 310-458-8411  
*Original Contract Amount:* \$706,094 *Final Contract Amount:* \$706,094  
Change in contract amount is due to items of work being added/deleted by the agency.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
Sully-Miller Contracting Company

as PRINCIPAL, and

Liberty Mutual Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of the total amount bid ----- . THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Napoli Tract Water Improvements - CIP NO 7458"

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on November 17, 2020 .

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day  
of October, 2020 .

Sully-Miller Contracting Company

Principal

By: 

Curtis Weltz, Asst. Sec.

Liberty Mutual Insurance Company

Surety

By: 

Victoria M. Campbell, Attorney-in-Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On 11/16/2020 before me, Maria L. Ruiz, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Curtis Weltz  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Curtis Weltz

☒ Corporate Officer — Title(s): Assistant Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Sully-Miller Contracting Company

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

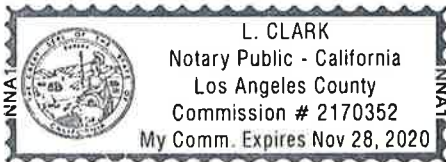
On OCT 27 2020 before me, L. Clark, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: OCT 27 2020

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202719-024022**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell, Khoi Tran

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 11th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2020.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit,  
currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## CONSTRUCTION AGREEMENT

### NAPOLI TRACT WATER IMPROVEMENTS, CIP #7458

This Construction Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Sully-Miller Contracting Company], a [Delaware] [Corporation] ("Contractor"). Contractor's CSLB license number is No. 747612 Class A. Contractor's DIR registration number is No. 1000003664.

### RECITALS

City duly solicited, received, publicly opened, and declared bids for the following public works project: **NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458** ("Project").

A. City selected Contractor as the lowest responsive and responsible bidder for the Project.

B. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **NAPOLI TRACT WATER IMPROVEMENTS, CIP NO. 7458** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 1,323,100.00**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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



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

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

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

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

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

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

5. **COMPLETION DATE / LIQUIDATED DAMAGES:**

A. Contractor shall complete the Project within **90** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date.

City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

**6. TERMINATION:**

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

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

**7. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

## **8. LABOR CODE COMPLIANCE:**

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

**9. UNRESOLVED DISPUTES:**

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

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

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

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

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

**13. TRENCHING AND EXCAVATIONS:**

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

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

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

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

**16. CONTRACTOR'S LIABILITY:**

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

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

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

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

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

**17. ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,



employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

**18. CONTRACTOR'S REPRESENTATIONS:** Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

**19. NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:  
 Director of Public Works  
 City of Brea  
 1 Civic Center Circle  
 Brea, California 92821

To Contractor:  
**Curtis Wertz, Assistant Secretary**  
**Sully-Miller Contracting Company**  
**135 S. State College Blvd., Ste. 400**  
**Brea, CA 92821**

**20. NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

**21. APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

**22. ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

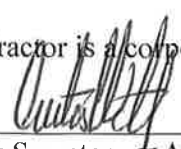
[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[SULLY-MILLER CONTRACTING COMPANY]

[use this signature block if Contractor is a corporation]

  
☐ Chairperson ☐ President ☒ Vice President  
**Scott Bottomley**

  
☐ Secretary ☒ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer  
**Curtis Weltz**

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

CITY OF BREA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Orange

On December 2, 2020 before me, J. Daniels, Notary Public, personally appeared

Scott Bottomley

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public  
J. Daniels, Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: Construction Agreement

Document Date: December 2, 2020

Number of Pages 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity Claimed by Signer:

Signer's Name Scott Bottomley

Corporate Officer: Vice President

Other: \_\_\_\_\_

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California

County of Orange

On December 2, 2020 before me, *J. Daniels*, Notary Public, personally appeared

*Curtis Weltz*

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*J. Daniels*  
Signature of Notary Public  
J. Daniels, Notary Public

Place Notary Seal Above

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### Description of Attached Document

Title or Type of Document: Construction Agreement

Document Date: December 2, 2020

Number of Pages 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: \_\_\_\_\_

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

## CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

### TITLE

Chairman Of The Board  
President  
Vice President, CFO, Treasurer  
and Assistant Secretary  
Vice President and Assistant Secretary  
Secretary  
Assistant Secretary

### NAME

John Harrington  
William Joseph Thomas Boyd  
Christian Ransinangue  
Scott Bottomley  
Anthony L. Martino, II  
Curtis Weltz


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

### "BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)

  
\_\_\_\_\_  
Anthony L. Martino, II  
Secretary  
Sully-Miller Contracting Company  
135 S. State College Blvd., Ste. 400  
Brea, CA 92821

Executed in Triplicate

Bond No. 014211387  
Premium: \$7,268.00

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to Sully-Miller Contracting Company located at 135 S. State College, Suite #400, Brea CA, 92821 ("Principal") a contract (the "Contract") for the Work described as follows:

Napoli Water Main Improvements, CIP NO. 7458 ("Project")

*(Project name)*

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and Liberty Mutual Insurance Company  
8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of One Million, Three Hundred and Twenty-Three Thousand and One Hundred Dollars and Zero Cents (\$1,323,100.00), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of

the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 25, 2020

"Principal"

Sully-Miller Contracting Company

By: 

Its

**CURTIS WELTZ, ASSISTANT SECRETARY**

By: 

Its

**SCOTT BOTTOMLEY, VICE PRESIDENT**

(Seal)

"Surety"

Liberty Mutual Insurance Company

By: 

Its Attorney-in-Fact, Phillip Knowler

By: 

Its Witness, Alexis Apostolidis

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Orange

On December 2, 2020 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Wultz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*J. Daniels*  
Signature of Notary Public  
J. Daniels, Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: November 25, 2020

Number of Pages 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity Claimed by Signer:

Signer's Name Curtis Wultz

Corporate Officer: Assistant Secretary

Other: \_\_\_\_\_

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California

County of Orange

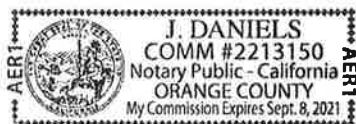
On December 2, 2020 before me, J. Daniels, Notary Public, personally appeared

Scott Bottomley

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

J. Daniels  
Signature of Notary Public  
J. Daniels, Notary Public

Place Notary Seal Above

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Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity Claimed by Signer:

Signer's Name Scott Bottomley

Corporate Officer: Vice President

Other: \_\_\_\_\_

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 25th day of November, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Phillip Knowler, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



\_\_\_\_\_  
Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

**BRENDAN FLETCHER**  
**NOTARY PUBLIC - CT 180835**  
My Commission Expires Feb. 28, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204502-985949**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Jance Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turcarno; Phillip Knower; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 25th day of November, 2020.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Executed in Triplicate

Bond No. 014211387

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to Sully-Miller Contracting Company located at 135 S. State College, Suite #400, Brea CA, 92821 ("Principal") a contract (the "Contract") for the Work described as follows:

Napoli Water Main Improvements, CIP NO. 7458 ("Project")

*(Project name)*

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and Liberty Mutual Insurance Company  
8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of One Million, Three Hundred and Twenty-Three Thousand and One Hundred Dollars and Zero Cents (\$1,323,100.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 25, 2020

"Principal"

Sully-Miller Contracting Company

By: 

Its  
**CURTIS WELTZ, ASSISTANT SECRETARY**


By: 

Its  
**SCOTT BOTTOMLEY, VICE PRESIDENT**

(Seal)

"Surety"

Liberty Mutual Insurance Company

By: 

Its Attorney-in-Fact, Phillip Knowler

By: 

Its Witness, Alexis Apostolidis

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT****CIVIL CODE § 1189**

*A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

State of California

County of OrangeOn December 2, 2020 before me, *J. Daniels*, Notary Public, personally appeared*Curtis Wultz*

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*J. Daniels*  
Signature of Notary Public  
*J. Daniels*, Notary Public

Place Notary Seal Above

---

**OPTIONAL**

---

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**Title or Type of Document: Payment (Labor and Materials) BondDocument Date: November 25, 2020 Number of Pages 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity Claimed by Signer:**Signer's Name Curtis WultzCorporate Officer: Assistant Secretary

Other: \_\_\_\_\_

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

---



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Orange

On December 2, 2020 before me, *J. Daniels*, Notary Public, personally appeared

Scott Bottomley

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*J. Daniels*  
Signature of Notary Public  
J. Daniels, Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: Payment (Labor and Materials) Bond

Document Date: November 25, 2020

Number of Pages 1

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity Claimed by Signer:

Signer's Name Scott Bottomley

Corporate Officer: Vice President

Other: \_\_\_\_\_

Signer Represents: SULLY-MILLER CONTRACTING COMPANY



**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 25th day of November, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Phillip Knower, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

**BRENDAN FLETCHER**

**NOTARY PUBLIC - CT 180835**

My Commission Expires Feb. 28, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204502-985949**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Kowner; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of November, 2020.



By:

*Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Approve Plans and Specifications, Receive Bids, Award Contract with Stephen Doreck Equipment Rentals, Inc, for the Moorpark Drive Water Improvements Project CIP No. 7430, ("Project")

---

**RECOMMENDATION**

1. Approve the Plans and Specifications;
2. Receive bids;
3. Deem apparent lowest Bidder, MCC Equipment Rental, Inc., non-responsive;
4. Award Contract to the lowest responsive and responsible bidder, Stephen Doreck Equipment Rental, Inc., in the amount of \$339,857.10; and
5. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

**BACKGROUND/DISCUSSION**

The Moorpark Drive Water Improvements Project, CIP No.7430 ("Project") is programmed in the FY 2020-21 Capital Improvement Program (CIP). The Project is located on Moorpark Drive between Brittany Lane and Larkstone Lane (Attachment A). The work consists of replacing approximately 1,250 linear feet of existing water main and associated water services.

On October 14, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on November 4, 2020, 14 days prior to bid opening. Hard copies of the Bid Documents are available at the City Clerk's Office for review. There was one addendum to the Plans, which specified that the polymer water meter boxes and meters are to be supplied by the City. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On November 19, 2020, staff received a total of 12 bid proposals. Soon thereafter, staff tabulated the bid proposals and the apparent lowest bid was \$266,221.88 from MCC Equipment Rentals, Inc ("MCC"). Upon review of the proposals, staff determined MCC non-responsive due to a missing statement in the proposal of not listing when and who inspected the project site, which all bidders have listed. Therefore, staff recommends City Council deem the apparent lowest bidder non-responsive. Additionally, MCC submitted a withdrawal letter declaring that a mistake was made in filling out their bid and that their bid would be materially different than intended to be, resulting in a significant error.

Subsequently, staff determined that the second lowest bid in the amount of \$339,857.10 from

Stephen Doreck Equipment Rental, Inc. ("Stephen Doreck") from the City of Pico Rivera, is the lowest responsive and responsible bid (see Attachment B).

Table 1 provides the results of 12 bids received.

**Table 1 - Total Bid Summary**

<b>Bidder Number</b>	<b>Bidder</b>	<b>Amount Bid</b>
1 (non-responsive)	MCC Equipment Rentals, Inc.	\$266,211.88
2 (lowest responsive and responsible bid)	Stephen Doreck Equipment Rental, Inc.	\$339,857.10
3	TE Roberts, Inc.	\$347,334.78
4	Gentry Brothers, Inc.	\$353,943.50
5	Big Ben Inc.	\$385,211.00
6	Cedro Construction Inc.	\$385,355.92
7	Griffith Company	\$387,616.00
8	Excel Paving Co.	\$399,110.34
9	CHI Construction	\$418,122.00
10	Kana Pipeline Inc.	\$419,507.92
11	Christensen Brothers	\$442,206.00
12	Los Angeles Engineering	\$640,700.00
	<b><i>Engineer's Estimate</i></b>	<b>\$372,607.00</b>

As depicted within Table 1, the lowest and second lowest responsive and responsible bids were very competitive with the lowest responsive and responsible bid price from Stephen Doreck, coming in about 10% less than the Engineer's Estimate (EE).

Stephen Doreck has been in the construction business for 13 years and has completed construction of similar water improvement projects for the cities of El Segundo, Whittier and Covina. Their California Contractor's license (665471-A) and Department of Industrial Relations registration number (1000011335) have been verified by staff and their bid package has met the City requirements. Staff contacted the cities of El Segundo, Whittier and Covina, and have provided favorable reviews about Stephen Doreck. Additionally, Stephen Doreck is currently working on the Puente Street Water Improvement Project for Brea, with an overall good performance. Based on the aforementioned bid review, staff has determined Stephen Doreck to be the lowest responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to Stephen Doreck Equipment Rentals, Inc., in the amount of \$339,857.10 (Attachment C).

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended for Council approval.

**FISCAL IMPACT/SUMMARY**

The Project budget is programmed in the FY 2020-21 CIP with a total projected budget of \$490,000 of Water Funds. There is no impact to the General Fund.

The Project will replace approximately 1,250 linear feet of water main and associated water services on Moorpark Drive, between Brittany Lane and Larkstone Lane. If City Council approves staff recommendations, the Project is anticipated to start construction in February of 2021 and be completed by April of 2021.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

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

Tony Olmos, P.E., Public Works Director

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**Attachments**

Attachment A

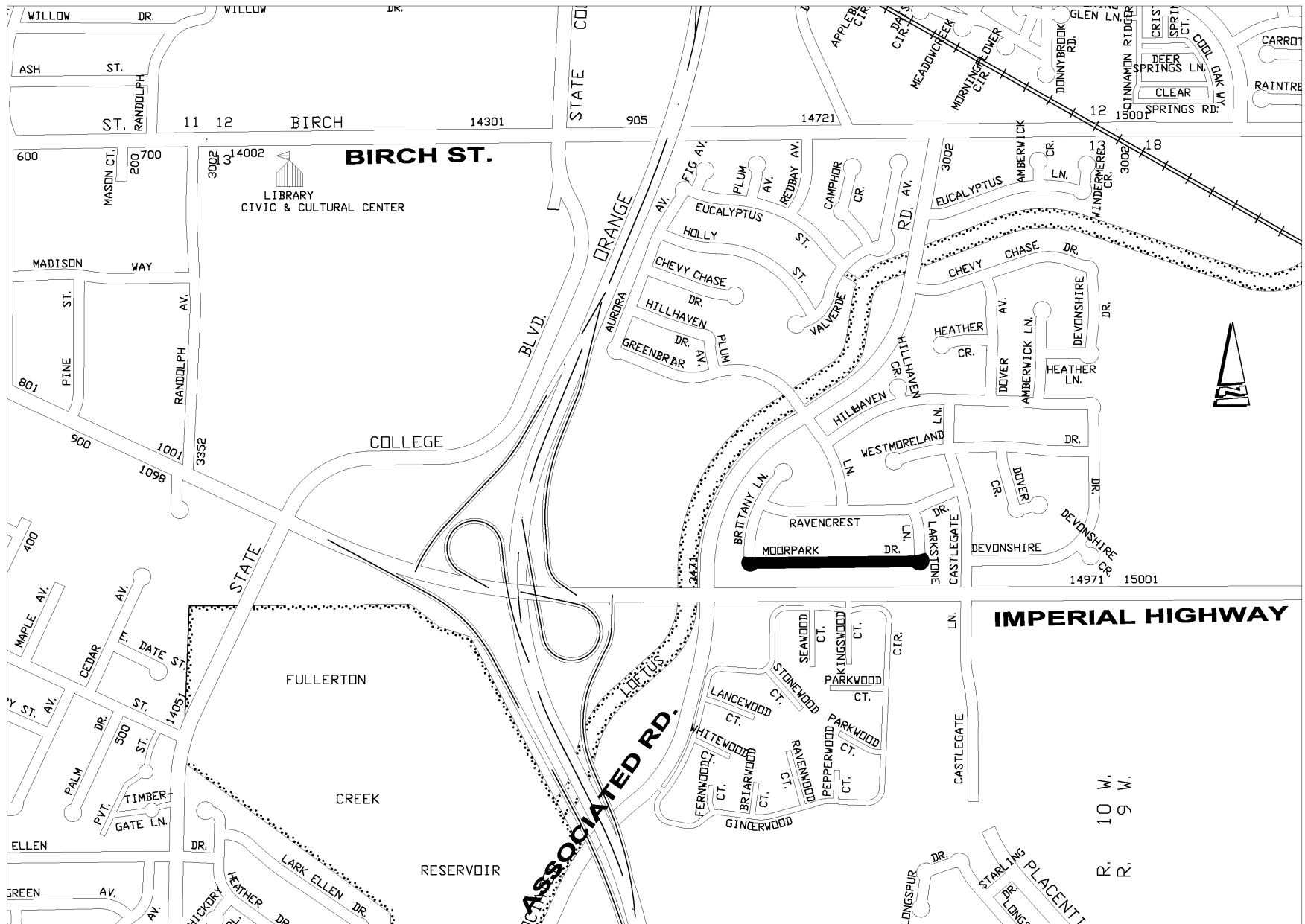
Attachment B

Attachment C

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# PROJECT 7430

## MOORPARK DR. WATERLINE IMPROVEMENT



**VICINITY MAP**  
**NOT TO SCALE**

**BIDDER:** \_\_\_\_\_

## **SECTION C**

### **PROPOSAL**

#### **MOORPARK DRIVE WATER IMPROVEMENTS CIP PROJECT NO. 7430**

in the

#### **CITY OF BREA**

#### **TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **30 Working Days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.


If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

*Bidders Bond*

*10% of Bid Amount*

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

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	11/13/20	 -Pablo Viramontes



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )


On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Pablo Viramontes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)





**MOORPARK DRIVE WATER IMPROVEMENTS  
CIP PROJECT NO. 7430**

**ADDENDUM NUMBER 01  
November 13, 2020**

---

**Notice to All Bidders:**

Please note the following **changes** have been made to the subject Bid Documents:

**1) CONTRACT DOCUMENT CONSTRUCTION PLAN:**

**Construction Note #7** REMOVE INTERFERING PORTION OF EXISTING WATER SERVICE AND CONSTRUCT NEW 1" WATER SERVICE FROM NEW MAIN T METER PER CITY OF BREA STD. 304-0. ~~REUSE~~ **REMOVE** EXISTING METER BOX. ABANDON REMAINING PORTION OF EXISTING WATER SERVICE IN PLACE. EXACT LOCATION OF WATER SERVICE TO BE FILED VERIFIED. TRENCHING AND RESURFACING PER CITY OF BREA STD. 102-0. SIDEWALK RESTORATION PER CITY OF BREA STD. PLAN NO 103-0.

**2) CONTRACT DOCUMENT SPECIFICATIONS:**

**Bid Item No. 7– Install New 1" Water Service**

**Payment for Install New 1" Water Service** shall be made at the Contract unit price bid for each item (EA), as shown in the Bid Schedule, and shall be considered full compensation for furnishing labor, materials, and equipment to complete the construction, including hot tap, double strap saddle, 2" corporation stop, copper tubing (type K), angle stop, **meter box (polymer) and meter\***, saw cutting, excavation, temporary AC, necessary bracing, all pipe, connections, tees, bends, reducers, and other fittings, AC base pavement including Tee-Cut, bedding, backfilling, compaction, testing, disinfection, steel plates and removal of excess material. Pipe shall be measured along the longitudinal axis between the ends as laid and shall include actual pipe in place. **\*New polymer water meter box and meter to be supplied by the City.**

Please note the following **clarification** made to the subject Bid Documents:

- 1) Ford Meter Box and Clow valves and hydrants are **NOT** to be accepted as equal.
- 2) Customer Valve as shown in City of Brea St. 304-0 is **NOT** to be installed.

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA  
PUBLIC WORKS DEPARTMENT

Hsing Chao  
Associate Engineer

Cc: Lillian Harris-Neal, City Clerk  
Michael Ho, P.E. Deputy Public Works Director / City Engineer

**This is to acknowledge receipt and review of Addendum No. 01, dated November 13, 2020. It is understood that this document shall be incorporated in the contractor's bid documents and proposal. Please note: The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

**Bidder: Stephen Doreck Equipment Rentals Inc.**

**Total: Bid in Figures: \$****Total: Bid in Words:**

Total: Bid in Words: Three hundred thirty-nine thousand eight hundred fifty-seven dollars and ten cents.

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.  
(Bidder Initials)

## LIST OF SUBCONTRACTORS

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

[illegible]

**By submission of this proposal, the Bidder certifies:**

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

**NON-COLLUSION DECLARATION  
TO BE SUBMITTED WITH PROPOSAL**

I, Pablo Viramontes, am  
the \_\_\_\_\_,  
(Print Name)  
Vice President of Stephen Doreck Equipment Rentals Inc.  
(Position/Title) (Name of Company)

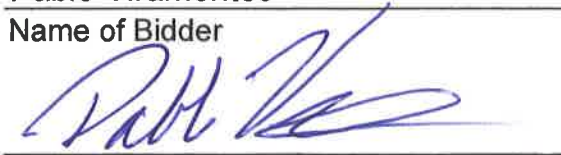
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this  
19th day of November, 2020.

Pablo Viramontes

Name of Bidder



Signature of Bidder

9075 Telegraph Road, Pico Rivera, CA 90660  
Address of Bidder

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th  
day of November, 2020, by Pablo Viramontes

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

  
Sylvia Sifuentes / Notary Public

**BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS**

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

Signed



-Pablo Viramontes

Title Vice President

Firm Stephen Doreck Equipment Rentals Inc.

Date 11/19/2020



## ACKNOWLEDGMENT

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State of California  
County of Los Angeles )

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Pablo Viramontes  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

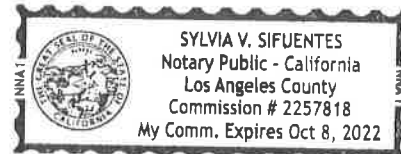
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Sylvia Sifuentes (Notary Public)

(Seal)



# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **Moorpark Drive Water Improvements, CIP Project No. 7430**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Stephen Doreck Equipment Rentals Inc.

Contractor



By

-Pablo Viramontes

Vice President

Title

Date: 11/19/2020

## ACKNOWLEDGMENT

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State of California  
County of Los Angeles )

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Pablo Viramontes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Sylvia Sifuentes (Notary Public)

(Seal)



## DISQUALIFICATION QUESTIONNAIRE

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

### QUESTIONNAIRE

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

☐ Yes    ☒ No

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

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

## COMPENSATION INSURANCE CERTIFICATE

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

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

Stephen Doreck Equipment Rentals Inc.

Contractor



By

-Pablo Viramontes

Vice President

Title

Date: 11/19/2020

## ACKNOWLEDGMENT

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State of California  
County of Los Angeles )

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Pablo Viramontes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

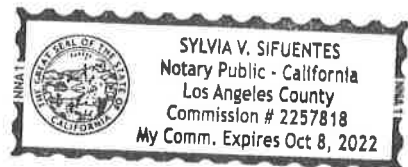
WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)



## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Stephen Doreck Equipment Rentals Inc.

Bidder Name

9075 Telegraph Road

Business Address

Pico Rivera, CA 90660

City,

California

State

90660

Zip

( 562)949.4949

Telephone Number

Pablo@doreckconstruction.com

Email Address

665471-A

State Contractor's License No. and Class

1000011335

DIR Registration Number

03/02/07

Original Date Issued (State Contractor's License)

02/28/2022

Expiration Date

The work site was inspected by \_\_\_\_\_ of our office on \_\_\_\_\_, 20\_.

**Pablo Viramontes**

**11/11/2020**

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

Catherine R Doreck / President

Stephen L. Doreck / Vice President

Pablo Viramontes / Vice President

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Stephen Doreck Equipment Rentals Inc.

Company Name



Signature of Bidder

Pablo Viramontes

Printed or Typed Signature

Subscribed and sworn to before me this    day of   , 2020  
**19th November**

NOTARY PUBLIC Sylvia Sifuentes / Notary Public

NOTARY SEAL

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

1. City of El Segundo 350 Main Street el Segundo CA 90245

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Lifan Xu 310.524.2368

680,745.00 Water Main Improvements 11/2018

Contract Amount Type of Work Date Completed

2. City of Whittier 13230 Penn St, Whittier, CA 90602

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Raul Flore 562.567.9525

990,245.00 Main Line Replacement 03/2020

Contract Amount Type of Work Date Completed

3. City of Covina 125 E College St, Covina, CA 91723

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Rafael Fajardo 626.384.5489

2,603,255 Water Main Replacement 03/2020

Contract Amount Type of Work Date Completed



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State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th  
day of November, 2020, by Pablo Viramontes

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

  
Sylvia Sifuentes / Notary Public

## Responsible Bidder – Supplemental Questionnaire

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

27 Years

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

If "yes," explain on a separate page.

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

% N/A

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

☐ Yes

☒ No

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
Stephen Doreck Equipment Rentals, Inc.

\_\_\_\_\_ as PRINCIPAL, and  
North American Specialty Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of Amount Bid \_\_\_\_\_. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Moorpark Drive Water Improvements, CIP Project No. 7430"

\_\_\_\_\_  
"For which bids are to be opened per the directions outlined in the Notice Inviting Bidders at 2:00 PM on November 19, 2020.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day  
of  
November, 2020.

Stephen Doreck Equipment Rentals, Inc.  
Principal

By:   
Pablo Vivarantes Vice President

North American Specialty Insurance Company  
Surety

By:   
Daniel Huckabay, Attorney-in-Fact

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On November 19, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Pablo Viramontes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

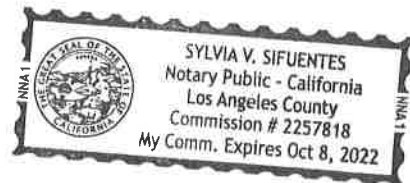
WITNESS my hand and official seal.

Signature



Sylvia Sifuentes (Notary Public)

(Seal)



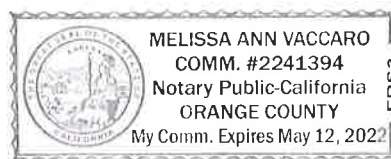
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
 )

personally appeared Daniel Huckabay

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature Melissa Ann Vaccaro (Seal)  
Signature of Notary Public Melissa Ann Vaccaro





**SWISS RE CORPORATE SOLUTIONS**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION**

Bond No. CSBA-15616

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES  
MICHAEL D. STONG, BEN STONG, and R. NAPPI JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

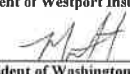
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14TH day of JANUARY, 20 19.

**North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation**

State of Illinois  
County of Cook

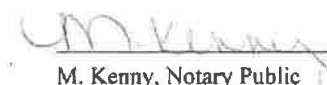
ss:

On this 14TH day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

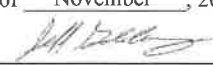
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of November, 20 20.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



State of California

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

# Department of Industrial Relations

(<https://www.dir.ca.gov/>)

## Contractor Information

**Legal Entity Name**  
STEPHEN DORECK EQUIPMENT RENTALS, INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000011335  
**Registration effective date**  
07/01/20  
**Registration expiration date**  
06/30/23  
**Mailing Address**  
9075 TELEGRAPH ROAD PICO RIVERA 90660 CA ...  
**Physical Address**  
9075 TELEGRAPH ROAD PICO RIVERA 90660 CA ...  
**Email Address**  
pablo@doreckconstruction.com  
**Trade Name/DBA**  
DORECK CONSTRUCTION  
STEPHEN DORECK EQUIPMENT RENTALS, INC.  
**License Number (s)**  
CSLB:665471  
CSLB:665471

## Registration History

Effective Date	Expiration Date
07/12/18	06/30/19
06/22/17	06/30/18
07/07/16	06/30/17
08/09/15	06/30/16
02/23/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

## Legal Entity Information

<b>Corporation Entity Number:</b>	2982502
<b>Federal Employment Identification Number:</b>	208858954
<b>President Name:</b>	CATHERINE R. DORECK
<b>Vice President Name:</b>	STEPHEN L. DORECK
<b>Treasurer Name:</b>	PABLO VIRAMONTES
<b>Secretary Name:</b>	PABLO VIRAMONTES
<b>CEO Name:</b>	CATHERINE R. DORECK

### Agency for Service:

<b>Agent of Service Name:</b>	STEPHEN L. DORECK
<b>Agent of Service Mailing Address:</b>	8026 E. TARMA STREET LONG BEACH 90808 CA United States

## Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:**  
**Please provide your current worker's compensation insurance information below:**

No

PEO	PEO	PEO
PEO InformationName	Phone	Email

**Insured by Carrier**

**Policy Holder Name:**

**Insurance Carrier:**

STEPHEN DORECK EQUIPMENT F  
TRAVELERS INDEMNITY COMPAN

# CONSTRUCTION AGREEMENT

## MOORPARK DRIVE WATER IMPROVEMENTS, CIP #7430

This Construction Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Stephen Doreck Equipment Rentals, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is No. 665471 Class A. Contractor's DIR registration number is No. 1000011335.

### RECITALS

City duly solicited, received, publicly opened, and declared bids for the following public works project: **MOORPARK DRIVE WATER IMPROVEMENTS, CIP NO. 7430** ("Project").

A. City selected Contractor as the lowest responsive and responsible bidder for the Project.

B. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **MOORPARK DRIVE WATER IMPROVEMENTS, CIP NO. 7430** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$339,857.10**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

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

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

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

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

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

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

5. **COMPLETION DATE / LIQUIDATED DAMAGES:**

A. Contractor shall complete the Project within **30** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **\$1,000.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date.

City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

**6. TERMINATION:**

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

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

**7. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

## **8. LABOR CODE COMPLIANCE:**

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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



**9. UNRESOLVED DISPUTES:**

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

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

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

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

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

**13. TRENCHING AND EXCAVATIONS:**

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

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

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

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

**16. CONTRACTOR'S LIABILITY:**

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

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

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

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

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

**17. ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials,

employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

**18. CONTRACTOR'S REPRESENTATIONS:** Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

**19. NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:  
Director of Public Works  
City of Brea  
1 Civic Center Circle  
Brea, California 92821

To Contractor:  
Stephen Doreck Equipment Rentals, Inc.  
9075 Telegraph Road  
Pico Rivera, CA 90660

**20. NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

**21. APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

**22. ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

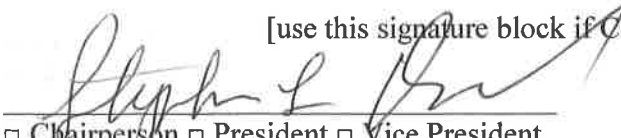
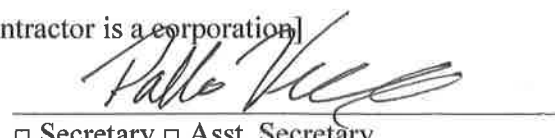
26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

[STEPHEN DORECK EQUIPMENT RENTALS, INC.]

[use this signature block if Contractor is a corporation]

 <input type="checkbox"/> Chairperson <input type="checkbox"/> President <input type="checkbox"/> Vice President Stephen L. Doreck / Vice President	 <input type="checkbox"/> Secretary <input type="checkbox"/> Asst. Secretary <input type="checkbox"/> Chief Finance Officer <input type="checkbox"/> Asst. Treasurer Pablo Viramontes / Corporate Secretary
--	--

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

CITY OF BREA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On December 02, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Stephen L. Doreck and Pablo Viramontes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ they executed the same in ~~his/her/their~~ their authorized capacity(ies), and that by ~~his/her/their~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

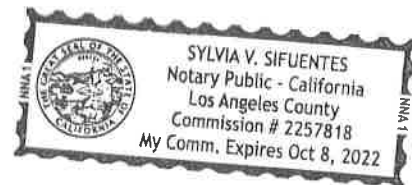
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Sylvia Sifuentes (Notary Public)

(Seal)



THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in three (3)  
original counterparts

Bond No. 2312309  
Premium: \$4,030.00

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to Stephen Doreck Equipment Rentals, Inc. located at 9075 Telegraph Road, Pico Rivera CA, 90660 ("Principal") a contract (the "Contract") for the Work described as follows:

Moorpark Drive Water Improvements, CIP NO. 7430 ("Project")

*(Project name)*

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and North American Specialty Insurance Company  
777 S Figueroa Street, Suite 3700, Los Angeles, CA 90017

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Three Hundred and Thirty-Nine Thousand and Eight Hundred Fifty-Seven Dollars and Ten Cents (\$339,857.10), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of



California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.


IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: December 1st, 2020

"Principal"

Stephen Doreck Equipment Rentals, Inc.

9075 Telegraph Road, Pico Rivera, CA 90660


By:   
Its Stephen L. Doreck - Vice President

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Surety"

North American Specialty Insurance Company

777 S Figueroa Street, Suite 3700, Los Angeles, CA 90017

By:   
Its Dwight Reilly, Attorney-in-Fact

By: \_\_\_\_\_  
Its \_\_\_\_\_

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles )

On December 02, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Stephen L. Doreck  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Sylvia Sifuentes (Notary Public)

(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 12/01/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Dwight Reilly  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



**SWISS RE CORPORATE SOLUTIONS**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION**

Bond No. 2312309

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES

MICHAEL D. STONG, BEN STONG, and R. NAPPI

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By [Signature]  
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14TH day of JANUARY, 20 19.

**North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation**

State of Illinois  
County of Cook ss:

On this 14TH day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of December, 20 20.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in three (3)  
original counterparts

Bond No. 2312309

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to Stephen Doreck Equipment Rentals, Inc. located at 9075 Telegraph Road, Pico Rivera CA, 90660 ("Principal") a contract (the "Contract") for the Work described as follows:

Moorpark Drive Water Improvements, CIP NO. 7430 ("Project")

*(Project name)*

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and North American Specialty Insurance Company  
777 S Figueroa Street, Suite 3700, Los Angeles, CA 90017

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Three Hundred and Thirty-Nine Thousand and Eight Hundred Fifty-Seven Dollars and Ten Cents (\$339,857.10), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: December 1st, 2020

"Principal"

Stephen Doreck Equipment Rentals, Inc.

9075 Telegraph Road, Pico Rivera, CA 90660

By: 

Its Stephen L. Doreck, Vice President

By: \_\_\_\_\_

Its

"Surety"

North American Specialty Insurance Company

777 S Figueroa Street, Suite 3700, Los Angeles, CA 90017

By: 

Its Dwight Reilly, Attorney-in-Fact

By: \_\_\_\_\_

Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

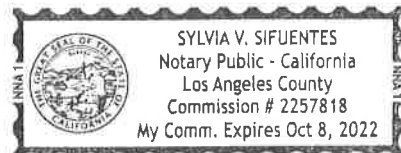
On December 02, 2020 before me, Sylvia Sifuentes (Notary Public)  
(insert name and title of the officer)

personally appeared Stephen L. Doreck,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)  
Sylvia Sifuentes (Notary Public)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 12/01/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Dwight Reilly  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro





# SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

Bond No. 2312309

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES  
MICHAEL D. STONG, BEN STONG, and R. NAPPI JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By [Signature]  
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14TH day of JANUARY, 20 19.

**North American Specialty Insurance Company**  
**Washington International Insurance Company**  
**Westport Insurance Corporation**

State of Illinois  
County of Cook

ss:

On this 14TH day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of December, 20 20.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2020

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

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

PRODUCER	<b>Wright, Finnegan &amp; Carter Insurance Associates</b> 23001 La Palma Ave, Ste 100 Yorba Linda, CA 92887 License #: 0k93616	CONTACT NAME:	<b>Rachelle Harman</b>		
		PHONE (A/C, No, Ext):	(714)283-1999	FAX (A/C, No):	(714)283-1997
		E-MAIL ADDRESS:	rachelleh@wfcinsurance.com		
INSURED	<b>Stephen Doreck Equipment Rentals, Inc.</b> DBA Doreck Construction 9075 Telegraph Road Pico Rivera, CA 90660	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A:	<b>Travelers Indemnity Co of CT</b>	<b>25682</b>	
		INSURER B:	<b>Travelers Property Casualty Co</b>	<b>25674</b>	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: 00001603-4324766

REVISION NUMBER: 44

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO-7200P538-TCT-20	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phy Damage <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-8L58787A-20-26-G	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y		CUP-2J30069A-20-26	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	UB-0K312895-20-26-G	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Install Floater			QT-660-2G410825-TIL-20	08/18/2020	08/18/2021	Ded 1,000 \$ 350,000
B	Equip Rented From			QT-660-2G410825-TIL-20	08/18/2020	08/18/2021	ACV \$ 130,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Policy Westchester Surplus Lines Ins NAIC # 10172 Policy #G27153136007 Eff Date 03/01/2020 through 03/01/2021 \$2,000,000.00. NEW RESIDENTIAL EXCLUSION FOR GENERAL LIABILITY POLICY.

JOB: MOORPARK DRIVE WATER IMPROVEMENTS, CIP NO 7430. THE CITY OF BREA, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS AND ANY OTHER PARTIES ARE ADDITIONAL INSURED AND PRIMARY WORDING APPLIES PER THE BLANKET ADDITIONAL INSURED ENDORSEMENT ATTACHED TO THE POLICY - AS REQUIRED BY (continued on ACORD 101 Additional Remarks Schedule)

## CERTIFICATE HOLDER

CITY OF BREA  
1 CIVIC CENTER CIRCLE  
Brea, CA 92821

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(RMH)

AGENCY CUSTOMER ID: 00001603

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY <b>Wright, Finnegan &amp; Carter Insurance Associates</b>		NAMED INSURED <b>Stephen Doreck Equipment Rentals, Inc. DBA Doreck Construction</b>
POLICY NUMBER <b>N/A</b>		
CARRIER <b>Multiple Carriers</b>	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)

WRITTEN CONTRACT. ADDITIONAL INSURED APPLIES TO AUTO LIABILITY. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION. 30 DAY WRITTEN NOTICE OF CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER IN THE EVENT OF POLICY CANCELLATION.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
  - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

### 5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: **CO-7200P538-TCT-20**

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: **03-02-2020**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

#### **Designated Project General Aggregate(s):**

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C.**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

## COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B;** and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <b>A.</b> Aircraft Chartered With Pilot  | <b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment                |
| <b>B.</b> Damage To Premises Rented To You                                     | <b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits |
| <b>C.</b> Increased Supplementary Payments                                     | <b>J.</b> Knowledge And Notice Of Occurrence Or Offense                           |
| <b>D.</b> Incidental Medical Malpractice                                       | <b>K.</b> Unintentional Omission  |
| <b>E.</b> Who Is An Insured – Newly Acquired Or Formed Organizations           | <b>L.</b> Blanket Waiver Of Subrogation   |
| <b>F.</b> Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries   | <b>M.</b> Amended Bodily Injury Definition  |
| <b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <b>N.</b> Contractual Liability – Railroads                                       |

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion **J.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.



## COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

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

### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(I) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

(II) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
  - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- ### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any Insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily Injury" or "property damage" that occurs; or
- b. "Personal Injury" or "advertising Injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily Injury" in the **DEFINITIONS** Section:

3. "Bodily Injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2.. **Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: UB-0K312895-20-26-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **03-01-2020**  
Insured

Policy No. **UB-0K312895-20-26-G** Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**DATE OF ISSUE: 03-01-2020 ST ASSIGN:**

Page 1 of 1

## City of Brea

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### COUNCIL COMMUNICATION

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Approve Plans and Specifications, Receive Bids, and Award Contract with All Cities Engineering, Inc. for the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP Nos. 7453 and 7457 ("Project")

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### **RECOMMENDATION**

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, All Cities Engineering, Inc., in the amount of \$3,916,292.65; and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

### **BACKGROUND/DISCUSSION**

The Steele Drive Tract and Pleasant Hills Tract Water Improvements, CIP No. 7453 and CIP No. 7457 respectively, are programmed within the FY 2020-21 CIP. The projects were combined within one bid document entitled "Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP Nos. 7453 and 7457" ("Project"). The Project is located within the Steele Drive and Pleasant Hills Tract Subdivisions located east of Puente Drive, south of Northwood Avenue, and north of Central Avenue, which includes Steele Drive, Wardman Drive, and several streets east of Wardman Drive (Attachment A). The Project will include the required work for replacement and upgrade of existing water mains and appurtenances, as well as street resurfacing throughout the two Tracts.

On October 15, 2020, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on November 5, 2020, 14 days prior to bid opening. Hard copies of the Bid Documents are available at the City Clerk's office for review. There were no addenda to the Plans and Specifications. Therefore, staff recommends City Council approve the Plans and Specifications as bid.

On November 18, 2020, staff received a total of 15 bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$3,916,292.65 from All Cities Engineering, Inc. ("All Cities") from Jurupa Valley, CA (Attachment B). Their bid proposal depicted a total bid amount of \$3,915,052.65. The difference was attributed to a minor math error on one of the bid items. However, this error did not result in a unfair bid advantage and their bid as tabulated remains as the lowest apparent bid. Additionally, based on the review of all bidders' proposals, staff determined that the Bid Proposal from Williams Pipeline Contactor was deemed

non-responsive due to the bidder's failure to properly complete the bid proposal form in accordance with the Bid Document requirements. Therefore, their proposed amount is not listed in the following table.

Table 1 provides the results of 14 responsive bids received.

**Table 1 – Total Bid Summary**

<b>Bidder Number</b>	<b>Bidder</b>	<b>Amount Bid</b>
1	All Cities Engineering, Inc.	\$ 3,916,292.65
2	TE Roberts, Inc.	\$ 3,979,542.97
3	Sully-Miller Contracting Co.	\$ 4,021,000.00
4	Vasili, Inc.	\$ 4,034,065.69
5	Big Ben, Inc.	\$ 4,037,925.53
6	Kana Pipeline, Inc.	\$ 4,057,541.45
7	Stephen Doreck Equipment Rentals, Inc.	\$ 4,135,912.75
8	Hardy & Harper, Inc.	\$ 4,200,000.00
9	Ferriera Construction	\$ 4,248,857.62
10	Christensen Brothers	\$ 4,454,690.55
11	Griffith Company	\$ 4,274,532.30
12	MNR Construction, Inc.	\$ 4,695,618.40
13	Excel Paving Co.	\$ 4,713,686.00
14	Lonerock, Inc.	\$ 5,180,460.20
	<b><i>Engineer's Estimate</i></b>	<b>\$ 3,900,000.00</b>

As depicted within Table 1, the three lowest bids were very competitive with the apparent lowest bid price from All Cities coming in greater than the Engineer's Estimate (EE) by approximately \$16,000, or about 0.5%.

All Cities has been in the construction business for 5 years and has completed construction of similar water and roadway improvement projects for the cities of Downey and Santa Ana. Their California Contractor's license 1009171 – A (General Engineering) and Department of Industrial Relations registration number (1000044815), has been verified by staff and their bid package has met the City requirements. In addition, staff contacted the cities of Downey and Santa Ana, where the contractor has received a favorable review. Based on the aforementioned bid review, staff has determined All Cities to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, All Cities, in the amount of \$ 3,916,292.65 (Attachment C).

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 8, 2020 meeting and recommended to proceed.

## **FISCAL IMPACT/SUMMARY**

The Project budget is programmed in the FY 2020-2021 CIP with a budget amount of \$6,322,066. Of this amount, approximately \$1,600,000 is programmed for the Gemini Avenue/Titan Way Project (part of CIP 7453) which is currently under construction. Therefore, the total Project budget programmed for the Steele Drive and Pleasant Hills Tract improvements is \$4,722,066. The total updated cost for the Project going into construction is estimated at \$4,656,722 based on the apparent low bid amount, a 10% contingency, and construction engineering costs. The sources of funds within the approved budget are from the Water Fund (540), Measure M (260), and Gas Tax (220). Therefore, there are sufficient funds in the budget for the Project. Upon completion of the Project, the remaining fund balance within each fund will be de-obligated and transferred back into the respective funds. There is no impact to the General Fund from this Project.

The Project will install a new water main with water appurtenances and complete street pavement rehabilitation within the Steele Drive and Pleasant Hills Tract Subdivisions. If City Council approves staff recommendations, the Project is anticipated to start construction in February 2021 in coordination with the work within the North Hills East project (7460), which is currently in construction and anticipated to be completed by September 2021.

## **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

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## **Attachments**

All Cities Agreement

Location Map

All Cities Engineering, Inc. Proposal

Construction Contract Agreement

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## CONSTRUCTION AGREEMENT

### BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457

This Construction Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [All Cities Engineering, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is No. 1009171 A. Contractor's DIR registration number is No. 1000044815.

### RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 3,916,292.65**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

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

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

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

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

#### 5. **COMPLETION DATE / LIQUIDATED DAMAGES:**

A. Contractor shall complete Schedule A of the Project within **90** working days from the date of the Notice to Proceed ("Schedule A Completion Date") issued for Schedule A and shall complete Schedule B of the Project within **70** working days from the date of the Notice to Proceed issued for Schedule B ("Schedule B Completion Date"). The Total Contract Working

Days shall not exceed **160** Working Days from the date of the Notice To Proceed issued for Schedule A of the Project ("Project Completion Date")

B. Liquidated damages will be assessed in the amount of **\$750.00 for each calendar day** in excess of the contract time for the Project beyond the Schedule A Completion Date noted on the Notice to Proceed issued for **Schedule A**. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date noted within the Notice to Proceed issued for **Schedule A and Schedule B**. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

#### 6. TERMINATION:

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

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

#### 7. INSURANCE:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea

of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

## **8. LABOR CODE COMPLIANCE:**

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

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for

each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

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

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

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

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

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

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in

its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

**9. UNRESOLVED DISPUTES:**

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

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

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

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

**12. RIGHT TO AUDIT:** City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish

documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

### **13. TRENCHING AND EXCAVATIONS:**

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

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

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

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



course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

**16. CONTRACTOR'S LIABILITY:**

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

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

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

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

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. **ASSIGNMENT**: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. **CONTRACTOR'S REPRESENTATIONS**: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. **NOTICES**: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:  
 Director of Public Works  
 City of Brea  
 1 Civic Center Circle  
 Brea, California 92821

To Contractor:  
All Cities Engineering, Inc  
5881 Snowgrass Trail  
Jurupa Valley, CA 92509

20. **NON-DISCRIMINATION**: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. **APPLICABLE LAW**: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]



**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

[ALL CITIES ENGINEERING, INC.]

[use this signature block if Contractor is a corporation]

APOLONIO RAMIREZ  
☐ Chairperson ☒ President ☐ Vice President

Kemberly Nelson  
☒ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

CITY OF BREA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 11/25/2020 before me, Javier Castro Gonzalez (Notary Public),  
(Here insert name and title of the officer)

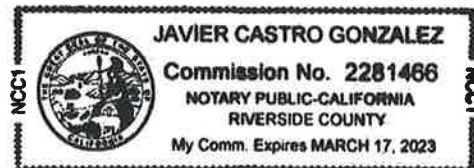
personally appeared -Apolonio Ramirez- -Kimberly Weber-,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that  
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by  
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to All Cities Engineering, Inc., located at 5881 Snowgrass, Jurupa Valley CA, 92509 ("Principal") a contract (the "Contract") for the Work described as follows:

Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP NO. 7453 and 7457 ("Project")

*(Project name)*

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and OLD REPUBLIC SURETY COMPANY  
14728 PIPELINE AVE SUITE E. CHINO HILLS, CA 91709

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Three Million, Nine Hundred and Sixteen Thousand, Two Hundred and Ninety-Two Dollars and Sixty-Five Cents (\$3,916,292.65), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: NOVEMBER 24TH, 2020

"Principal"

ALL CITIES ENGINEERING, INC.

By: APOLONIO RAMIREZ  
Its President

By:                       
Its

"Surety"

OLD REPUBLIC SURETY

KEVIN VEGA

By:   
Its ATTORNEY-in-FACT

By:                       
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of JULY, 2020.

*Karen J. Haffner*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of JULY, 2020

, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*

Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061



Signed and sealed at the City of Brookfield, WI this 24th day of November, 2020

*Karen J. Haffner*

Assistant Secretary

C & D BONDING & INS SERVICES

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

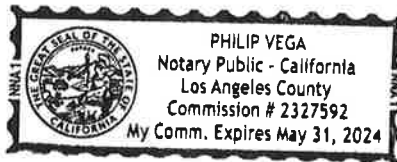
State of California )  
County of LOS ANGELES )

On 11/24/2020 before me, PHILIP VEGA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared KEVIN VEGA, ATTORNEY-in-FACT  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Riverside }

On 11/25/2020 before me, Javier Castro Gonzalez (Notary Public),  
(Here insert name and title of the officer)

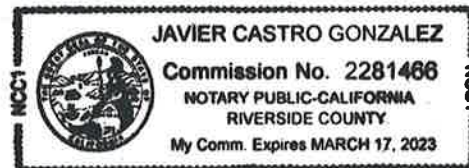
personally appeared -Apolonio Ramirez-  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Castro  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond No. WCN5938535

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to All Cities Engineering, Inc., located at 5881 Snowgrass, Jurupa Valley CA, 92509 ("Principal") a contract (the "Contract") for the Work described as follows:

Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP NO. 7453 and 7457 ("Project")

*(Project name)*

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and OLD REPUBLIC SURETY COMPANY  
14728 PIPELINE AVE. SUITE E. CHINO HILLS, CA 91709

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Three Million, Nine Hundred and Sixteen Thousand, Two Hundred and Ninety-Two Dollars and Sixty-Five Cents (\$3,916,292.65), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the



principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: NOVEMBER 24TH, 2020

"Principal"

ALL CITIES ENGINEERING, INC.

By: APOLONIO RAMIREZ  
Its President

By: \_\_\_\_\_  
Its

"Surety"

OLD REPUBLIC SURETY COMPANY

KEVIN VEGA

By:   
Its ATTORNEY-IN-FACT

By: \_\_\_\_\_  
Its

(Seal)

(Seal)

**Note:** *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of JULY, 2020.

*Karen J. Staffner*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of JULY, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*

Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

74-0061

Signed and sealed at the City of Brookfield, WI this 24th day of November, 2020



*Karen J. Staffner*

Assistant Secretary

C & D BONDING & INS SERVICES

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

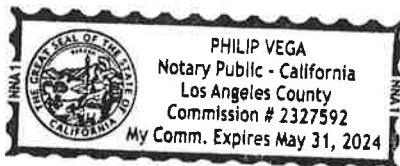
State of California )  
County of LOS ANGELES )

On 11/24/2020 before me, PHILIP VEGA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared KEVIN VEGA, ATTORNEY-in-FACT  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 11/25/2020 before me, Javier Castro Gonzalez (Notary Public),  
(Here insert name and title of the officer)

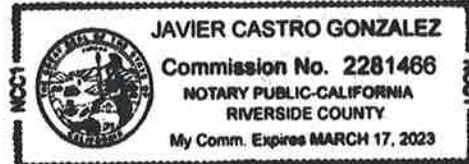
personally appeared -Apolonio Ramirez-  
who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ whose  
name~~(e)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by  
his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of  
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

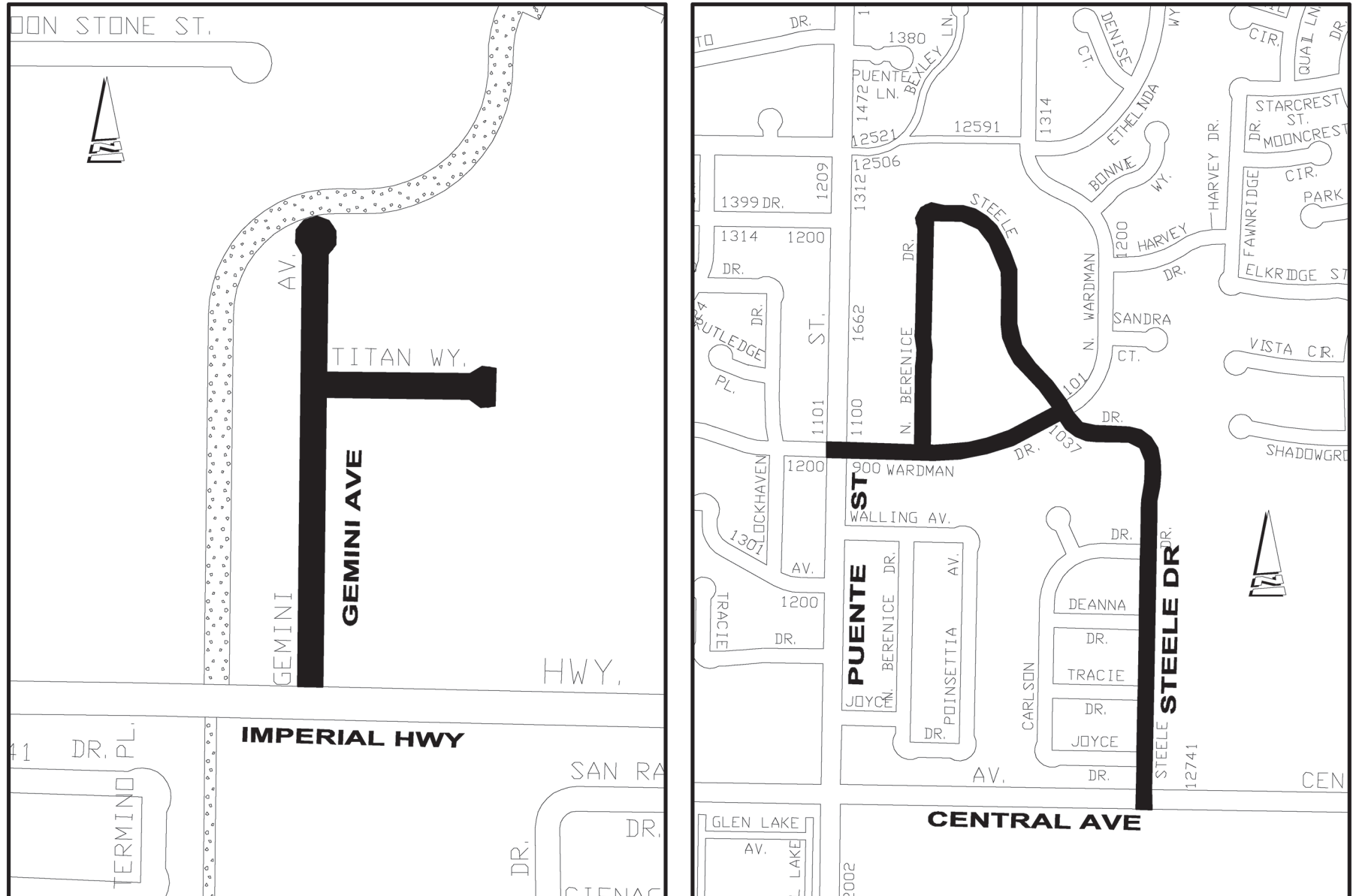
## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# PROJECT 7453

## GEMINI AVENUE/STEELE DRIVE WATERLINE IMPROVEMENTS

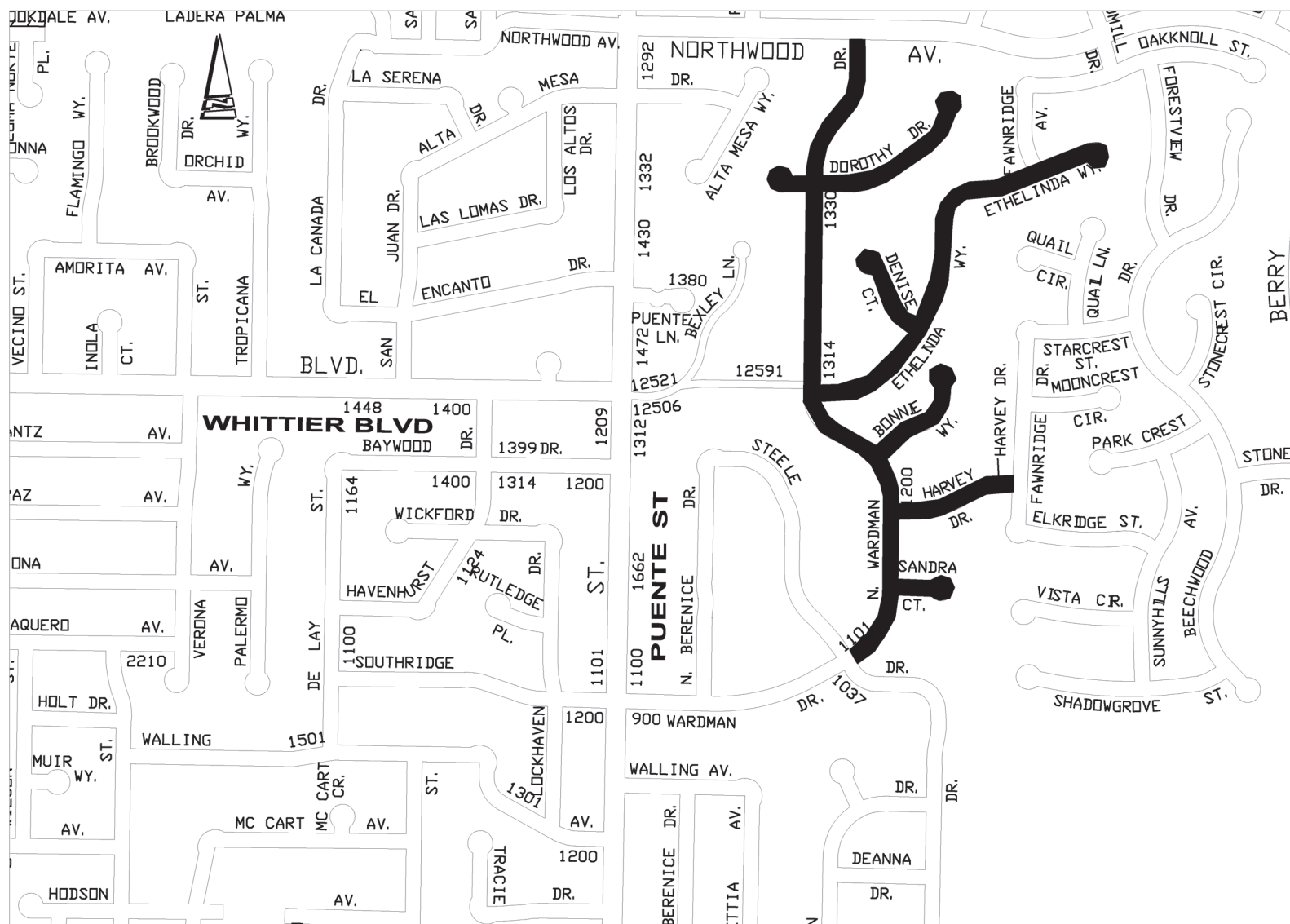


### VICINITY MAP

NOT TO SCALE

## VICINITY MAP

**NOT TO SCALE**



**SECTION C****PROPOSAL****BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457**

in the

**CITY OF BREA****TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 90 Working Days, starting from the date of the Notice to Proceed issued for Schedule A and 70 Working Days, starting from the date of the Notice to Proceed issued for Schedule B and complete the entire Project within 160 Working Days from the date of the Notice to Proceed issued for Schedule A.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find Bid Bond in the amount of \$ 6 which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

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

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



**BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT  
HILLS TRACT, CIP PROJECT NO. 7453 AND 7457**

**PROJECT BID SCHEDULE A  
PLEASANT HILLS TRACT, CIP PROJECT NO. 7457**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	1	LS	\$ 80,000	\$ 80,000
2	Traffic Control and Construction Phasing	1	LS	\$ 40,000	\$ 40,000
3	BMP's/NPDES	1	LS	\$ 25,000	\$ 25,000
4	Removals for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	25,506	SF	\$ 3.00	\$ 76,518
5	Asphalt Concrete for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	1,156	TON	\$ 92.00	\$ 106,352
6	ARHM Overlay (3-inch or 2-inch thick as shown in plans)	2,486	TON	\$ 92.00	\$ 228,712
7	2-inch Grind/ Crack Repair	104,835	SF	\$ .35¢	\$ 36,692.25
8	Slurry Seal/ Crack Repair	199,230	SF	\$ .35¢	\$ 69,730.50
9	Furnish and Install 8-inch PVC pipe (C-900) Pressure Class 305	6,761	LF	\$ 80.00	\$ 540,880
10	Furnish and Install 1-inch water service lateral (short) to New Water Main	53	EA	\$ 2,000	\$ 106,000
11	Furnish and Install 1-inch water service lateral (long) to New Water Main	50	EA	\$ 2,200	\$ 110,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
12	Furnish and Install 6-inch Fire Hydrant Assembly	13	EA	\$7,500	\$97,500
13	Remove Existing Fire Hydrant Assembly	13	EA	\$2,000	\$26,000
14	Furnish and Install Pressure Regulating Station	2	EA	\$110,000	\$220,000
15	Abandon Existing Pressure Regulating Station	2	EA	\$15,000	\$30,000
16	Furnish and Install 2-inch Air Release Valve Assembly	5	EA	\$7,000	\$35,000
17	Furnish and Install 2-inch Blow-Off Hydrant Assembly	5	EA	\$3,800	\$19,000
18	Adjust valve frame and cover to grade.	4	EA	\$1,200	\$4,800
19	Furnish and Install new 6-inch resilient wedge water gate valves	6	EA	\$1,200	\$7,200
20	Furnish and Install new 8-inch resilient wedge water gate valves	29	EA	\$1,500	\$43,500
21	Pothole and Exploration	138	EA	\$500	\$69,000
22	Adjust existing storm drain or sewer manhole to grade	3	EA	\$1,700	\$5,100
23	Abandon Existing Water Valves	37	EA	\$500	\$18,500
24	Cut Pipe and Plug	11	EA	\$1,700	\$18,700
25	Traffic Signage and Striping	1	LS	\$10,000	\$10,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
26	Pressure Test and Disinfect	1	LS	\$ 50,000	\$ 50,000
27	Removal and Replacement of Unsuitable Subgrade	650	CY	\$ 100	\$ 65,000
<b>Total: Schedule A Bid in Figures: \$ 2,134,272.75</b>					
<b>Total: Schedule A Bid in Words: Two million one hundred thirty-four thousand two hundred seventy-two dollars and 75/100 cents</b>					

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.
2. Item 27 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer per Section 300-2.2 of the Special Provisions. The bidder shall include a price per Cubic Yard of unsuitable material to be removed and replaced and price shall be in effect for the duration of the project. The quantity of unsuitable material has been determined based on the soils investigation as included in Appendix G. Any costs associated with replacement of the unsuitable material per the recommendations of the soils report shall be included in the bid item and no additional compensation is allowed. Bidder declares that (I)(we)(it) has read and understands Bid Item 27 of the Bid Schedule.

J.C. (Bidders Initials)

**PROJECT BID SCHEDULE B**  
**STEELE DRIVE TRACT, CIP PROJECT NO. 7453**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	1	LS	\$ 20,000	\$ 20,000
2	Traffic Control and Construction Phasing	1	LS	\$40,000	\$40,000
3	BMP's/NPDES	1	LS	\$25,000	\$ 25,000
4	Removals for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	27,333	SF	\$ 3.00	\$ 81,999
5	Asphalt Concrete for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	1,239	TON	\$ 93.00	\$115,227
6	ARHM Overlay (3-inch or 2-inch thick as shown in plans)	2,123	TON	\$ 90.00	\$ 191,970
7	2-inch Grind/ Crack Repair	86,542	SF	\$ .35¢	\$ 30,289.70
8	Slurry Seal/ Crack Repair	141,412	SF	\$ .35¢	\$49,494.20
9	Remove and Reconstruct PCC Access Curb Ramp	8	EA	\$ 6,000	\$ 48,000
10	Furnish and Install 6-inch PVC pipe (C-900) Pressure Class 305	13	LF	\$ 120.00	\$ 1,560
11	Furnish and Install 8-inch PVC pipe (C-900) Pressure Class 305	5,023	LF	\$ 80.00	\$ 401,840

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
12	Furnish and Install 12-inch PVC pipe (C-900) Pressure Class 305	6	LF	\$ 1,800	\$ 10,800
13	Furnish and Install 1-inch water service lateral (short) to New Water Main	30	EA	\$ 2,000	\$ 60,000
14	Furnish and Install 1-inch water service lateral (long) to New Water Main	51	EA	\$ 2,200	\$ 110,000
15	Furnish and Install 6-inch Fire Hydrant Assembly	6	EA	\$ 7,800	\$ 46,800
16	Remove Existing Fire Hydrant Assembly	6	EA	\$ 2,000	\$ 12,000
17	Furnish and Install Pressure Regulating Station	2	EA	\$ 110,000	\$ 220,000
18	Abandon Existing Pressure Regulating Station	1	EA	\$ 25,000	\$ 25,000
19	Adjust valve frame and cover to grade.	8	EA	\$ 800.00	\$ 6,400
20	Furnish and Install new 6-inch resilient wedge water gate valves	8	EA	\$ 1,000	\$ 8,000
21	Furnish and Install new 8-inch resilient wedge water gate valves	22	EA	\$ 1,300	\$ 28,600
22	Pothole and Exploration	86	EA	\$ 500	\$ 43,000
23	Adjust existing storm drain or sewer manhole to grade	3	EA	\$ 1,000	\$ 3,000
24	Abandon Existing Water Valves	26	EA	\$ 1,000	\$ 26,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
25	Cut Pipe and Plug	6	EA	\$ 1,800	\$ 10,800
26	Traffic Signage and Striping	1	LS	\$ 10,000	\$ 10,000
27	Pressure Test and Disinfect	1	LS	\$ 45,000	\$ 45,000
28	Removal and Replacement of Unsuitable Subgrade	500	CY	\$ 100	\$ 50,000

**Total: Schedule B Bid in Figures:** \$ 1,178,077.90

**Total: Schedule B Bid in Words:** one million seven hundred eighty-seven thousand seven hundred seventy-nine dollars and ninety cents

**Total: Schedule A and B Bid in Figures:** \$ 3,915,052.65

**Total: Schedule A and B Bid in Words:** three million nine hundred fifteen thousand fifty-two dollars and sixty-five cents

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.
2. Item 28 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer per Section 300-2.2 of the Special Provisions. The bidder shall include a price per Cubic Yard of unsuitable material to be removed and replaced and price shall be in effect for the duration of the project. The quantity of unsuitable material has been determined based on the soils investigation as included in Appendix G. Any costs associated with replacement of the unsuitable material per the recommendations of the soils report shall be included in the bid item and no additional compensation is allowed. Bidder declares that (I)(we)(it) has read and understands Bid Item 28 of the Bid Schedule.

SL (Bidders Initials)



## LIST OF SUBCONTRACTORS

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

[illegible]

**By submission of this proposal, the Bidder certifies:**

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

**NON-COLLUSION DECLARATION  
TO BE SUBMITTED WITH PROPOSAL**

I, Apolonio Ramirez, am  
the \_\_\_\_\_,  
(Print Name)  
President of All Cities Engineering, Inc.  
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this  
17 day of November, 2020.

All Cities Engineering, Inc.  
Name of Bidder

APOLONIO RAMIREZ  
Signature of Bidder

5881 Snowflake & 7th Juniper Valley CA 92505  
Address of Bidder



**BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS**

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

Signed 

Title Project Manager

Firm All Cities Engineering, Inc.

Date 11/17/2020

# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **Brea Water Main Replacement Steele Drive Tract Project No. 7453 and Pleasant Hills Tract Project No. 7457**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

All Cities Engineering, Inc.  
Contractor

  
By

Project Manager  
Title

Date: 11/17/2020

## DISQUALIFICATION QUESTIONNAIRE

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

## QUESTIONNAIRE

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

☐ Yes ☒ No

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

## COMPENSATION INSURANCE CERTIFICATE

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

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

All Cities Engineering Inc.  
Contractor

J. R. Cito  
By

Project Manager  
Title

Date: 11/17/2020

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

All Cities Engineering, Inc.

Bidder Name

5881 Snowgrass Tr.

Business Address

Juniper Valley

City,

CA

State

92509

Zip

(951) 255-3964

Telephone Number

Javier - allcities@yahoo.com

Email Address

1009171 (A)

State Contractor's License No. and Class

10000 44815

DIR Registration Number

6/30/2015

Original Date Issued (State Contractor's License)

11/30/2021

Expiration Date

The work site was inspected by J.C. of our office on 11/15, 2021.

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

Apolonio Ramirez

Kimberly Weber

President

Secretary/Treasurer

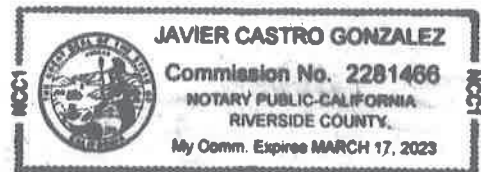
The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

All Cities Engineering, Inc.  
Company Name

APOLONIO RAMIREZ  
Signature of Bidder

Apolonio Ramirez  
Printed or Typed Signature

Subscribed and sworn to before me this 17 day of NOV, 2020.



NOTARY PUBLIC

[Signature]

NOTARY SEAL

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

1. City of Downey  
Name and Address of Public Agency  
Name and Telephone No. of Public Agency Project Manager: LORRAE POWELL  
562-302-3865  

<u>\$900k</u>	<u>Pipeline, concrete, Asphalt</u>	<u>March, 2020</u>
Contract Amount	Type of Work	Date Completed
2. City of Santa Ana  
Name and Address of Public Agency  
Name and Telephone No. of Public Agency Project Manager: CHRIS VAREZUELA  
(323) 715-2339  

<u>\$2.3 Million</u>	<u>water main, services, storming, concrete, Asphalt</u>	<u>NOV, 2020</u>
Contract Amount	Type of Work	Date Completed
3. City of Downey  
Name and Address of Public Agency  
Name and Telephone No. of Public Agency Project Manager: LORRAE POWELL  
562-302-3865  

<u>\$1.9 Million</u>	<u>water main, services, FDC, concrete, Asphalt</u>	<u>7/2020</u>
Contract Amount	Type of Work	Date Completed

## Responsible Bidder – Supplemental Questionnaire

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

5 Years

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

If "yes," explain on a separate page.



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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No



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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

%

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

☐ Yes ☒ No

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

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

☐ Yes

☒ No

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name Civic Center water system improv. Total Construction Value \$700K

Description and Location of Project  
Installation of new water main, water service lines, meter and boxes, gate valves, tees, bends, thrust blocks, concrete, Asphalt, and striping
2. Project Name River view water main rep Total Construction Value \$2.4 Million

Description and Location of Project  
Installation 3"-12" water main, water services, Fire hydrants, boxes, traffic loops, slurry, Asphalt, and concrete
3. Project Name woodmark water improv Total Construction Value \$1.5 Million

Description and Location of Project  
Remove & Replace water main, services, meter, boxes, valves, concrete, and asphalt.
4. Project Name J.C. ~~Liberty~~ Libita Street Improv. Total Construction Value \$1,000,000

Description and Location of Project  
Installation of new 8" water main, services, tree removals, concrete and asphalt
5. Project Name Wilson estates improv. Total Construction Value \$950K

Description and Location of Project  
Installation of 12" water main, services, FDC, Fire hydrants, meters, and boxes.

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

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE  
ALL CITIES ENGINEERING, INC.

as PRINCIPAL, and

OLD REPUBLIC SURETY COMPANY

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

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% OF AMOUNT BID. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on NOVEMBER 18TH, 2020

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18TH day of NOVEMBER, 2020.

ALL CITIES ENGINEERING, INC.

Principal

By: APOLONIO RAMIREZ

OLD REPUBLIC SURETY COMPANY

Surety

KEVIN VEGA, ATTORNEY-in-FACT

**BID BOND  
ACKNOWLEDGMENT OF SURETY**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT**

State of California )  
County of LOS ANGELES )

On NOVEMBER 18TH, 2020 before me, \_\_\_\_\_  
PHILIP VEGA, NOTARY PUBLIC

(Insert name and title of the officer)

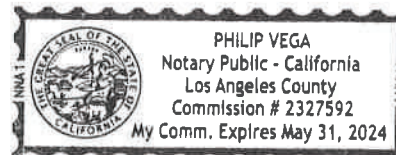
personally appeared KEVIN VEGA, ATTORNEY-in-FACT

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Signature of Notary Public





# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On 11/17/2020 before me, Javier Castro Gonzalez (Notary Public),  
(Here insert name and title of the officer)

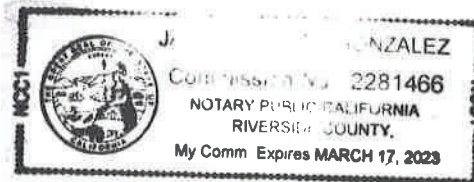
personally appeared Apolonio Ramirez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of JULY, 2020.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Paylic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of JULY, 2020, personally came before me, Alan Paylic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061



Signed and sealed at the City of Brookfield, WI this 18th day of November, 2020.

*Karen J. Haffner*

Assistant Secretary

C & D BONDING & INS SERVICES

## CONSTRUCTION AGREEMENT

### BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457

This Construction Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [All Cities Engineering, Inc.], a [California] [Corporation] ("Contractor"). Contractor's CSLB license number is No. 1009171 A. Contractor's DIR registration number is No. 1000044815.

### RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

**1. GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BREA WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT, CIP PROJECT NO. 7453 AND 7457** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

**2. CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **\$ 3,916,292.65.** Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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



payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

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

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

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

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

**5. COMPLETION DATE / LIQUIDATED DAMAGES:**

A. Contractor shall complete Schedule A of the Project within **90** working days from the date of the Notice to Proceed ("Schedule A Completion Date") issued for Schedule A and shall complete Schedule B of the Project within **70** working days from the date of the Notice to Proceed issued for Schedule B ("Schedule B Completion Date"). The Total Contract Working

Days shall not exceed **160** Working Days from the date of the Notice To Proceed issued for Schedule A of the Project (“Project Completion Date”)

B. Liquidated damages will be assessed in the amount of **\$750.00 for each calendar day** in excess of the contract time for the Project beyond the Schedule A Completion Date noted on the Notice to Proceed issued for **Schedule A**. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date noted within the Notice to Proceed issued for **Schedule A and Schedule B**. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

## 6. TERMINATION:

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

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

## 7. INSURANCE:

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

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

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

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

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

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

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

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

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

- i. \$2,000,000 for bodily injury or death;
- ii. \$2,000,000 for property damage; and
- iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea

of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

## **8. LABOR CODE COMPLIANCE:**

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

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for

each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

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

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

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

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

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

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in



its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

**9. UNRESOLVED DISPUTES:**

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

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

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

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

**12. RIGHT TO AUDIT:** City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish

documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

### **13. TRENCHING AND EXCAVATIONS:**

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

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

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

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

course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

**16. CONTRACTOR'S LIABILITY:**

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

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

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

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

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.



**17. ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

**18. CONTRACTOR'S REPRESENTATIONS:** Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

**19. NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:  
 Director of Public Works  
 City of Brea  
 1 Civic Center Circle  
 Brea, California 92821

To Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**20. NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

**21. APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

[ALL CITIES ENGINEERING, INC.]

[use this signature block if Contractor is a corporation]

\_\_\_\_\_  
☐ Chairperson ☐ President ☐ Vice President

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

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

CITY OF BREA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/15/2020  
**SUBJECT:** Ratify the Termination of Local Emergency for Blue Ridge Fire

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**RECOMMENDATION**

Adopt Resolution No. 2020-072, ratifying the termination of a local emergency due to the Blue Ridge Fire.

**BACKGROUND/DISCUSSION**

Previously, the City Council adopted Resolution No. 2020-064, ratifying the proclamation of a local emergency due to the Blue Ridge Fire. The fire began burning at approximately 1:00 p.m. on October 26, 2020 and was extinguished on November 7, 2020. The Blue Ridge Fire began burning in the City of Yorba Linda and later moved into Chino Hills, resulting in 13,964 total acres burned. Although the fire never reached Brea, it was a threat to our community due to heavy fuel in the canyon area and the unpredictable nature of the weather and high winds. The Blue Ridge Fire ended up impacting the neighborhoods in the east side of town. The neighborhoods of Olinda Village and Hollydale were under mandatory evacuations. Olinda Ranch and the Brea Hills neighborhoods were under voluntary evacuations. And, Carbon Canyon Road was entirely closed through Chino Hills. The Brea Fire and Police Departments, along with City staff, were grateful for the community's patience and cooperation during the evacuations and road closure. All decisions were made to ensure the safety of our residents and their safe return home.

With the Blue Ridge Fire extinguished, it is no longer a threat to the City of Brea. The City is now working on receiving reimbursement for the costs incurred due to the fire. Because the fire is now extinguished, staff is recommending the Brea City Council adopt Resolution XXXX-XXX, terminating the existence of a local emergency previously caused by the Blue Ridge Fire.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Melissa Davis, Management Analyst

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**Attachments**

Resolution

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## **RESOLUTION NO. 2020-072**

### **A RESOLUTION OF THE BREA CITY COUNCIL TERMINATING THE LOCAL EMERGENCY PROCLAIMED AS RESULT OF THE BLUE RIDGE FIRE**

#### **A. RECITALS:**

(i) Brea City Code Chapter 8.00 empowers the City Manager / Director of Emergency Services to proclaim the existence of a local emergency when the City Council is not in session, subject to ratification by the City Council within seven days.

(ii) On October 26, 2020, two separate fires originated close to each other in the City of Yorba Linda and combined to form the Blue Ridge fire.

(iii) Within 24 hours, the Blue Ridge fire grew exponentially in size and necessitated the evacuation of thousands of residents of the Cities of Brea, Chino Hills, and Yorba Linda.

(iv) The above described conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency.

(v) The City Manager / Director of Emergency Services proclaimed the existence of a local emergency within the City of Brea on October 27, 2020 and re-proclaimed the existence of such emergency on November 4, 2020.

(vi) On November 10, 2020, the City Council adopted Resolution No. 2020-064 ratifying the proclamation of a local emergency resulting from the Blue Ridge fire.

(vii) The Blue Ridge fire has since been suppressed, and the resulting, immediate threat to the public health and safety no longer exists. Therefore, the City

**Reso. No. 2020-072**  
December 15, 2020

Council has determined that it is in the public interest to terminate the local emergency proclaimed as a result of the Blue Ridge fire.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION:**

**NOW, THEREFORE,** it is found, determined and resolved by the Brea City Council as follows:

1. The facts as set forth in the Recitals are true and correct.
2. The local emergency resulting from the Blue Ridge fire, as declared by proclamation of the City Manager / Director of Emergency Services, is hereby terminated and is of no further force or effect provided, however, that nothing in this termination or Resolution shall be deemed to affect the validity of any action taken by the City Manager / Director of Emergency Services prior to the effective date of this Resolution.
3. The City Clerk shall certify to the passage and adoption of this Resolution.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**Reso. No. 2020-072**  
December 15, 2020

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a meeting of the City Council of the City of Brea held on the 15<sup>th</sup> day of December, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

## City of Brea

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### COUNCIL COMMUNICATION

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** Contract Addendums for Interim Contracts with Western Golf Properties LLC at Birch Hills and Brea Creek Golf Courses

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### **RECOMMENDATION**

1. Approve Addendum No. 1 to extend interim contract with Western Golf Properties LLC (WGP) for maintenance and operations at Birch Hills Golf Course for a not-to-exceed monthly amount of \$137,530 for a maximum of three additional months; and
2. Approve Addendum No. 2 to extend interim contract with WGP for maintenance and operations at Brea Creek Golf Course for a not-to-exceed monthly amount of \$51,350 for a maximum of three additional months.

### **BACKGROUND/DISCUSSION**

#### **Birch Hills Golf Course**

In March of 2011, City Council approved a lease agreement with Imperial Golf to operate and maintain the 18-hole Birch Hills Golf Course. Per the agreement, the lease would become effective when the course was transferred to the City of Brea, which occurred in October of 2019. Shortly after the golf course transferred to the City, Imperial cited concerns regarding specific terms in their lease and requested for some concessions from the City. After discussion, Imperial and the City decided to mutually terminate their lease and the City would seek a new operator. Imperial's last day on their lease was July 5, 2020.

Given the short turnaround time to take over the golf course operations and look for a permanent operator, City Council approved an interim operation and maintenance contract with WGP for the golf course on June 20, 2020. The term for the interim contract was July 1, 2020 through December 31, 2020 while a permanent operator was selected for a longer term. Since the procurement process for a new operator is taking longer than expected, there is a need to extend the term of the existing interim agreement past December 31, 2020 on a month-to-month term until the City terminates the contract.

Therefore, staff proposes to extend the term for a maximum of three additional months, terminating on or before March 31, 2021. Western Golf has agreed to honor their previous monthly fee of \$137,530 for the extended period. Funds were budgeted in Fund 465 for the ongoing operation and maintenance during the budget process.

#### **Brea Creek Golf Course**

In 2007, City Council approved a lease agreement with Imperial Golf to operate and maintain the 9-hole Brea Creek Golf Course. Per allowable provisions in the lease agreement,



Imperial Golf decided to opt-out of the agreement and concluded their operation and maintenance responsibilities as of August 31, 2019. On August 20, 2019, the City Council approved an interim agreement with WGP to operate and maintain the course from September 1, 2019 through June 30, 2020 with the intent of going to a month-to-month term should their services be needed beyond June 30, 2020. Since Brea Creek Golf Course was later added to the Birch Hills Request-for-Proposal (RFP), City Council approved an addendum on July 21, 2020 that ratified to formally move to a month-to-month arrangement and extended the term an additional six month to December 31, 2020 or until the City terminates the contract. As previously stated, since the procurement for a permanent operator for both courses is taking additional time, there is a need to extend the term of the existing interim agreement past December 31, 2020 on a month-to-month term until the City terminates the contract.

Therefore, staff proposes to extend the term for a maximum of three additional months, terminating on or before March 31, 2021. Western Golf has agreed to honor their previous monthly fee of \$51,350 for the extended period. Funds were budgeted in Fund 465 for the ongoing operation and maintenance during the budget process.

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their meeting on December 8, 2020 and recommended to proceed.

#### **FISCAL IMPACT/SUMMARY**

This action approves two addendums for the month-to-month contract extension for maintenance and operations at the Birch Hills and Brea Creek Golf Courses for a maximum of three months until a permanent operator is selected. The monthly not-to-exceed amounts for these amendments are \$137,530 for Birch Hills Golf Course and \$51,350 for Brea Creek Golf Course. Funds are available in 465-51-5149-4249. There is no impact to the General Fund.

#### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

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#### **Attachments**

Addendum 1 - Birch Hills

Addendum 2 - Brea Creek

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**ADDENDUM NO. 01 TO MAINTENANCE SERVICES AGREEMENT**

This Addendum to the Maintenance Services Agreement dated June 17, 2020, is made and entered into this 15th day of December, by and between Western Golf Properties LLC ("Contractor") and the City of Brea ("City").

**A. Recitals.**

(i) On or about June 17, 2019, City and Contractor entered into an agreement for **maintenance** services, whereby Contractor provides maintenance and operational services to the City at Birch Hills Golf Course ("Agreement"). By its original terms, or by amendment(s), the Agreement will expire on December 31, 2020, and currently provides for compensation in the annual not-to-exceed amount of \$825,180.

(ii) The Agreement permits the City to extend the term, and authorizes such option to be executed by notice to Contractor issued by the City Manager.

(iii) The parties desire to memorialize the City's exercise of its option to extend the term of the Agreement and provide for compensation payable to Contractor for this extension period.

**B. Agreement.**

NOW, THEREFORE, it is agreed by and between City and Contractor as follows:

1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement is hereby extended and shall expire at the end of the business day on March 31, 2021; and, (ii) compensation payable to Contractor for the extended term shall be the amount of \$412,590 (\$Four Hundred Twelve Thousand, Five Hundred Ninety Dollars), calculated as a flat amount, or as an hourly rate, as applicable.

2. Except as amended by this Addendum, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Addendum warrant that they are authorized to execute this Amendment and that this Addendum is binding on the parties hereto.

WHEREAS, the parties have executed this Addendum as of the date first set forth above.

City of Brea, a municipal corporation

\_\_\_\_\_  
Bill Gallardo, City Manager

Contractor: WESTERN GOLF PROPERTIES LLC

[Signature]  
Name, Title

ROBERT J. HEATH CEO  
Print or Type Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Print or Type Name, Title

*(two signatures required if corporation)*

**ADDENDUM NO. 02 TO MAINTENANCE SERVICES AGREEMENT**

This Amendment to the Maintenance Services Agreement dated August 20, 2019, is made and entered into this 15<sup>th</sup> day of December, by and between Western Golf Properties LLC ("Contractor") and the City of Brea ("City").

**A. Recitals.**

(i) On or about August 20, 2019, City and Contractor entered into an agreement for **maintenance** services, whereby Contractor provides maintenance and operational services to the City at Brea Creek Golf Course ("Agreement"). By its original terms, or by amendment(s), the Agreement will expire on December 31, 2020, and currently provides for compensation in the annual not-to-exceed amount of \$308,100.

(ii) The Agreement permits the City to extend the term, and authorizes such option to be executed by notice to Contractor issued by the City Manager.

(iii) The parties desire to memorialize the City's exercise of its option to extend the term of the Agreement and provide for compensation payable to Contractor for this extension period.

**B. Agreement.**

NOW, THEREFORE, it is agreed by and between City and Contractor as follows:

1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement is hereby extended and shall expire at the end of the business day on March 31, 2021; and, (ii) compensation payable to Contractor for the extended term shall be the amount of \$154,050 (\$One Hundred Fifty-Four Thousand, and Fifty Dollars), calculated as a flat amount, or as an hourly rate, as applicable.

2. Except as amended by this Addendum, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Addendum warrant that they are authorized to execute this Amendment and that this Addendum is binding on the parties hereto.

WHEREAS, the parties have executed this Addendum as of the date first set forth above.

City of Brea, a municipal corporation

\_\_\_\_\_  
Bill Gallardo, City Manager

Contractor: WESTERN GOLF PROPERTIES LLC

JR / HA CEO  
\_\_\_\_\_  
Name, Title

ROBERT J. HEATH CEO  
\_\_\_\_\_  
Print or Type Name, Title

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Print or Type Name, Title

*(two signatures required if corporation)*

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/15/2020

**SUBJECT:** November Outgoing Payment Log and City Disbursement Registers for December 4 and 11, 2020

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**RECOMMENDATION**

Receive and file.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

November Outgoing Payment Log

12-04-2020 City Disbursement

12-11-2020 City Disbursement

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**City of Brea**  
**Outgoing Payment Log**  
**November 2020**

Effective Date	Vendor	Description	Amount
<b><u>General Account Electronic payments</u></b>			
11/2/2020	Elavon	Credit card processing fees	6,931.63
11/3/2020	Citizens Business Bank	Credit card processing fees	2,333.27
11/3/2020	Paypal	Paypal processing fees	104.85
11/6/2020	ADP	ILJAO Payroll service fee	126.45
11/6/2020	Brea Payroll	Brea staff payroll	867,168.25
11/6/2020	Brea Payroll	Employee deductions	95,288.45
11/6/2020	EDD	Payroll State taxes	58,393.71
11/6/2020	CA SDU	Child support payments	771.57
11/6/2020	IRS	Payroll Federal taxes	177,779.34
11/9/2020	CALPERS	Medical payment	373,340.65
11/9/2020	CALPERS	Member retirement	211,267.49
11/9/2020	Elavon	Credit card processing fees	37.00
11/13/2020	CALPERS	Member retirement	4,500.00
11/18/2020	CA Dept of Tax	Sales tax	2,492.65
11/20/2020	Paymentus	Monthly service fee	6,500.00
11/20/2020	Brea Payroll	Brea staff payroll	1,216,766.47
11/20/2020	Brea Payroll	Employee deductions	127,834.91
11/20/2020	EDD	Payroll State taxes	77,292.77
11/20/2020	CA SDU	Child support payments	771.57
11/20/2020	IRS	Payroll Federal taxes	260,595.04
11/20/2020	Telecheck	Telecheck processing fees	562.34
11/24/2020	Citizens Business Bank	Monthly banking service fee	1,769.03
11/25/2020	CALPERS	Member retirement	309,984.21
11/27/2020	ILJAO Payroll	ILJAO staff salary & payroll taxes	12,999.74
			<hr/> 3,815,611.39
<b><u>Imprest Accounts</u></b>			
	Various	Workers Compensation Claims	107,397.41
	Various	General Liability Claims	78,298.81
		Subtotal	<hr/> 185,696.22
			<hr/> <b>\$ 4,001,307.61</b> <hr/>

# City Disbursement Register

Between Nov 30, 2020 12:00 AM and Dec 4, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
186212	ASBURY ENVIRONMENTAL SERVICES	12/04/2020	9144	480515161	WASTE OIL PICKUP SVC	\$160.00
ASBURY ENVIRONMENTAL SERVICES					Total Check Amount:	\$160.00
186213	AVENU INSIGHTS & ANALYTICS, LLC	12/04/2020	29396	110141424	PROP LINK 2020 QTR4	\$1,750.00
AVENU INSIGHTS & ANALYTICS, LLC					Total Check Amount:	\$1,750.00
186214	AVENU INSIGHTS & ANALYTICS, LLC	12/04/2020	29396	110141424	SUTA SVCS 2020 QTR 2	\$5,314.58
AVENU INSIGHTS & ANALYTICS, LLC					Total Check Amount:	\$5,314.58
186215	BOYS & GIRLS CLUBS	12/04/2020	26980	110222231	DONATION:SPARKOFLOVE	\$3,055.00
BOYS & GIRLS CLUBS					Total Check Amount:	\$3,055.00
186216	KRISTEN CHAMBERS	12/04/2020	30485	110	REFUND:BYT COVID19	\$160.00
KRISTEN CHAMBERS					Total Check Amount:	\$160.00
186217	CITY OF BREA	12/04/2020	13577	950000000	ILJAOC 20/21 FIN SVCS	\$58,836.00
CITY OF BREA					Total Check Amount:	\$58,836.00
186218	CIVILTEC ENGINEERING INC.	12/04/2020	2581	510707459	WTR MN REPL N.HILLS W	\$195.00
		12/04/2020	2581	510707460	WTR MN REPL N.HILLS E	\$146.25
		12/04/2020	2581	510707960	VALNCIA RES REH OCT20	\$3,789.00
CIVILTEC ENGINEERING INC.					Total Check Amount:	\$4,130.25
186219	COMMUNITY VETERINARY HOSPITAL INC.	12/04/2020	30473	110212131	VET EXP OCT 2020:MACE	\$1,037.50
COMMUNITY VETERINARY HOSPITAL INC.					Total Check Amount:	\$1,037.50
186220	COUNTY OF ORANGE	12/04/2020	4799	110212122	PRKNG CITATIONS OCT20	\$4,083.50
COUNTY OF ORANGE					Total Check Amount:	\$4,083.50
186221	COUNTY OF ORANGE	12/04/2020	4799	110212122	AFIS FEES NOV 2020	\$2,005.00
COUNTY OF ORANGE					Total Check Amount:	\$2,005.00
186222	DIESEL EXHAUST & EMISSIONS, L.L.C.	12/04/2020	19406	480515161	FILTER CLEAN	\$565.00
DIESEL EXHAUST & EMISSIONS, L.L.C.					Total Check Amount:	\$565.00
186223	DMV RENEWAL	12/04/2020	3545	480515161	REGISTRATION 4PJ2250	\$10.00
DMV RENEWAL					Total Check Amount:	\$10.00
186224	DOWNTOWN FORD SALES	12/04/2020	18138	480515161	2020 FORD INTERCEPTOR	\$36,122.99
DOWNTOWN FORD SALES					Total Check Amount:	\$36,122.99
186225	DOWNTOWN FORD SALES	12/04/2020	18138	480515161	2020 FORDF250 REG CAB	\$51,317.17
DOWNTOWN FORD SALES					Total Check Amount:	\$51,317.17
186226	DOWNTOWN FORD SALES	12/04/2020	18138	480515161	2020 FORD INTERCEPTOR	\$36,122.99
DOWNTOWN FORD SALES					Total Check Amount:	\$36,122.99
186227	SOUTHERN CALIFORNIA EDISON	12/04/2020	3343	110515121	ELECTRICITY OCT-NOV20	\$4,880.69
		12/04/2020	3343	110515143	ELECTRICITY OCT-NOV20	\$26.63
		12/04/2020	3343	420515131	ELECTRICITY OCT-NOV20	\$42,139.07
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$47,046.39
186228	FRONTIER COMMUNICATIONS	12/04/2020	26183	475141471	56218201146 1116-1215	\$44.81
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.81

# City Disbursement Register

Between Nov 30, 2020 12:00 AM and Dec 4, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
186229	GALVEZ QUALITY AUTO GLASS	12/04/2020	27010	480515161	REPLACE GLASS	\$125.00
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$125.00
186230	THE GAS COMPANY	12/04/2020	3749	490515151	GAS 10/19-11/19/2020	\$143.51
THE GAS COMPANY					Total Check Amount:	\$143.51
186231	GMS ELEVATOR SERVICES, INC.	12/04/2020	29109	110515125	ELEVATOR TESTNG DTPS3	\$1,350.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$1,350.00
186232	KABBARA ENGINEERING	12/04/2020	23694	510707626	DESIGN SVCS THRU10/31	\$14,047.12
		12/04/2020	23694	510707454	DESIGN SVCS THRU10/31	\$21,821.77
		12/04/2020	23694	510707466	DESIGN SVCS THRU10/31	\$16,926.62
		12/04/2020	23694	510707467	CONST ENGG SEPT/OCT	\$1,280.00
KABBARA ENGINEERING					Total Check Amount:	\$54,075.51
186233	LAE ASSOCIATES	12/04/2020	30417	510707459	CONST MGMT 7/1-7/7	\$3,300.00
		12/04/2020	30417	510707459	CONST MGMT 10/1-10/19	\$10,808.75
LAE ASSOCIATES					Total Check Amount:	\$14,108.75
186234	LANGUAGE PEOPLE, INC.	12/04/2020	29963	110141481	BILINGUAL TESTING	\$245.00
LANGUAGE PEOPLE, INC.					Total Check Amount:	\$245.00
186235	LAW OFFICES OF JONES & MAYER	12/04/2020	12144	110111112	LEGAL-CODE ENF OCT20	\$546.50
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$546.50
186236	EDWARD LEBLANC	12/04/2020	28136	110212141	REIMB: TROPHIES ETC.	\$86.40
EDWARD LEBLANC					Total Check Amount:	\$86.40
186237	CHRISTINE LEE	12/04/2020	28100	420000000	CLOSED WATER ACCOUNT	\$1,953.79
CHRISTINE LEE					Total Check Amount:	\$1,953.79
186238	LINSKOTT, LAW & GREENSPAN ENGINEERS	12/04/2020	29408	510707251	TFC ENGG SVCS SEPT20	\$5,527.50
		12/04/2020	29408	510707959	TFC ENGG SVCS SEPT20	\$440.00
		12/04/2020	29408	110515171	TFC ENGG SVCS SEPT20	\$5,641.00
LINSKOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$11,608.50
186239	LU'S LIGHTHOUSE, INC.	12/04/2020	28330	480515161	SAFETY LIGHTS	\$526.07
LU'S LIGHTHOUSE, INC.					Total Check Amount:	\$526.07
186240	MEDPOST URGENT CARE - BREA	12/04/2020	27547	110141481	HR MED SVCS OCT 2020	\$185.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$185.00
186241	OFFICE DEPOT, INC	12/04/2020	4743	110212122	OFFICE SUPPLIES	\$277.78
		12/04/2020	4743	110222211	OFFICE SUPPLIES	\$61.69
		12/04/2020	4743	110212111	OFFICE SUPPLIES	\$66.05
		12/04/2020	4743	110212121	OFFICE SUPPLIES	\$19.38
		12/04/2020	4743	110404311	BATTERIES	\$17.22
OFFICE DEPOT, INC					Total Check Amount:	\$442.12
186242	P.L. HAWN COMPANY, INC.	12/04/2020	10742	490515151	MERV13 HVAC FILTERS	\$1,980.10
P.L. HAWN COMPANY, INC.					Total Check Amount:	\$1,980.10

# City Disbursement Register

Between Nov 30, 2020 12:00 AM and Dec 4, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
186243	PACIFIC TRUCK EQUIPMENT INC	12/04/2020	24755	480515161	MOUNT FABRICATION	\$931.61
PACIFIC TRUCK EQUIPMENT INC					Total Check Amount:	\$931.61
186244	PERFORMANCE TRUCK REPAIR, INC.	12/04/2020	29371	480515161	TILLER LADDER TRK RPR	\$51,930.32
PERFORMANCE TRUCK REPAIR, INC.					Total Check Amount:	\$51,930.32
186245	BEV PERRY	12/04/2020	30589	840000000	COST CENTER REFUND	\$163.00
BEV PERRY					Total Check Amount:	\$163.00
186246	PRFORMANCE CONTRACTORS, INC.	12/04/2020	29368	510707955	FL3 REMODEL FINALPYMT	\$5,500.00
PRFORMANCE CONTRACTORS, INC.					Total Check Amount:	\$5,500.00
186247	RELIABLE EQUIPMENT RENTAL INC	12/04/2020	29131	420000000	CLOSED WATER ACCOUNT	\$2,376.13
RELIABLE EQUIPMENT RENTAL INC					Total Check Amount:	\$2,376.13
186248	ALEX RIBBLE	12/04/2020	30587	110	REFUND DUE TO COVID19	\$30.16
ALEX RIBBLE					Total Check Amount:	\$30.16
186249	STETSON ENGINEERS INC.	12/04/2020	21629	420515131	DEVELOP EAP SVC OCT20	\$907.50
		12/04/2020	21629	420515131	LA HABRA BASIN REVIEW	\$103.00
STETSON ENGINEERS INC.					Total Check Amount:	\$1,010.50
186250	UNIFIRST CORPORATION	12/04/2020	27988	110212131	PD LAUNDRY SVCS 11/16	\$24.88
UNIFIRST CORPORATION					Total Check Amount:	\$24.88
186251	WESTERN AUDIO VISUAL	12/04/2020	24433	510707954	CCC CAMERAS	\$7,560.13
WESTERN AUDIO VISUAL					Total Check Amount:	\$7,560.13
186252	DAVID YOO	12/04/2020	30588	840000000	COST CENTER REFUND	\$126.00
DAVID YOO					Total Check Amount:	\$126.00
Check Subtotal						\$408,790.16
V43067	ABF PRINTING	12/04/2020	26673	110404421	2020 ORNAMENTS	\$568.30
ABF PRINTING					Total Check Amount:	\$568.30
V43068	ADAMSON POLICE PRODUCTS	12/04/2020	4023	110212131	BULLET-PROOF VESTS	\$1,379.20
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$1,379.20
V43069	AVCOGAS PROPANE SALES & SERVICES	12/04/2020	22047	480515161	PROPANE FUEL 500 GALS	\$1,010.64
		12/04/2020	22047	480515161	PROPANEFUEL 361.8GALS	\$785.83
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,796.47
V43070	BEST LAWN MOWER SERVICE	12/04/2020	16230	480515161	BLADES	\$399.41
		12/04/2020	16230	480515161	CUTTER BLADE ASSEMBLY	\$339.70
BEST LAWN MOWER SERVICE					Total Check Amount:	\$739.11
V43071	BREA DISPOSAL, INC	12/04/2020	3330	440515122	OCT 2020 RES TONNAGE	\$81,415.41
BREA DISPOSAL, INC					Total Check Amount:	\$81,415.41
V43072	BREA TOWING	12/04/2020	16399	110212121	TOW 2020-0057 10/2	\$208.50
BREA TOWING					Total Check Amount:	\$208.50
V43073	BROWN MOTOR WORKS, INC	12/04/2020	19934	480515161	BRAKE PADS	\$207.09
BROWN MOTOR WORKS, INC					Total Check Amount:	\$207.09



# City Disbursement Register

Between Nov 30, 2020 12:00 AM and Dec 4, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V43074	C. WELLS PIPELINE MATERIALS INC	12/04/2020	13055	420515131	DIGGING BARS	\$236.68
<b>C. WELLS PIPELINE MATERIALS INC</b>					<b>Total Check Amount:</b>	<b>\$236.68</b>
V43075	CANNINGS ACE HARDWARE	12/04/2020	15828	110515121	STENCIL CARD STOCK	\$12.96
		12/04/2020	15828	480515161	SIMPLE GREEN CLEANER	\$16.53
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$29.49</b>
V43076	COMLOCK SECURITY-GROUP	12/04/2020	13625	490515151	LOADING DOCK DOOR RPR	\$112.88
		12/04/2020	13625	490515151	SEC LOCK ON HR DOOR	\$1,234.74
<b>COMLOCK SECURITY-GROUP</b>					<b>Total Check Amount:</b>	<b>\$1,347.62</b>
V43077	CORE & MAIN LP	12/04/2020	27049	420515131	WATER METERS+ENCODERS	\$6,078.52
		12/04/2020	27049	420515131	WATER METER ENCODERS	\$6,388.10
<b>CORE &amp; MAIN LP</b>					<b>Total Check Amount:</b>	<b>\$12,466.62</b>
V43078	ELLIOT AUTO SUPPLY CO., INC.	12/04/2020	3504	480515161	WIPERS	\$76.29
		12/04/2020	3504	480515161	BRAKE CLEAN	\$15.00
<b>ELLIOT AUTO SUPPLY CO., INC.</b>					<b>Total Check Amount:</b>	<b>\$91.29</b>
V43079	ENTENMANN ROVIN COMPANY	12/04/2020	3457	110212111	BADGES	\$563.29
<b>ENTENMANN ROVIN COMPANY</b>					<b>Total Check Amount:</b>	<b>\$563.29</b>
V43080	EQUIPMENT DIRECT INC	12/04/2020	4522	490515151	1ST AID KIT SUPPLIES	\$95.71
		12/04/2020	4522	911515151	99% ALCOHOL, COVID19	\$163.78
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$259.49</b>
V43081	FUSCOE ENGINEERING, INC.	12/04/2020	18052	840141412	WQMP BREA IMPER OCT20	\$660.00
		12/04/2020	18052	840141412	WQMP BREA PL OCT20	\$1,000.00
		12/04/2020	18052	840141412	WQMP 109 LILAC OCT20	\$330.00
<b>FUSCOE ENGINEERING, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,990.00</b>
V43082	GENERAL PUMP COMPANY	12/04/2020	16281	510707442	CARBON CYN PUMP MNT	\$13,807.21
		12/04/2020	16281	420515131	PUMP MNT-BERRY STN	\$5,642.10
<b>GENERAL PUMP COMPANY</b>					<b>Total Check Amount:</b>	<b>\$19,449.31</b>
V43083	GEORGE HILLS COMPANY	12/04/2020	27340	470141483	CLAIMS MGMT FEE NOV20	\$530.42
		12/04/2020	27340	470141483	ANNUAL MED/CMS REPORT	\$250.00
<b>GEORGE HILLS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$780.42</b>
V43084	GRAINGER	12/04/2020	13634	110222211	BATTERIES	\$76.93
<b>GRAINGER</b>					<b>Total Check Amount:</b>	<b>\$76.93</b>
V43085	HAAKER EQUIPMENT CO.	12/04/2020	4297	480515161	HARDWARE	\$19.88
		12/04/2020	4297	480515161	STRAINER	\$59.95
<b>HAAKER EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$79.83</b>
V43086	JAX AUTO	12/04/2020	20187	480515161	SMOG TEST	\$203.15
<b>JAX AUTO</b>					<b>Total Check Amount:</b>	<b>\$203.15</b>
V43087	K PRO STONE CARE	12/04/2020	20535	490515151	GRANITE/GROUT REPAIR	\$1,875.00
<b>K PRO STONE CARE</b>					<b>Total Check Amount:</b>	<b>\$1,875.00</b>

# City Disbursement Register

Between Nov 30, 2020 12:00 AM and Dec 4, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V43088	KELLY PAPER	12/04/2020	7039	110141441	PAPER	\$89.22
<b>KELLY PAPER</b>						<b>Total Check Amount: \$89.22</b>
V43089	KERNTEC INDUSTRIES, INC.	12/04/2020	17490	840141412	METHANE CONSULT	\$75.00
<b>KERNTEC INDUSTRIES, INC.</b>						<b>Total Check Amount: \$75.00</b>
V43090	KOURY ENGINEERING & TESTING, INC	12/04/2020	23898	510707467	SOIL TESTING JUL20	\$430.00
<b>KOURY ENGINEERING &amp; TESTING, INC</b>						<b>Total Check Amount: \$430.00</b>
V43091	KREUZER CONSULTING GROUP	12/04/2020	22072	510707311	CONST MGMT OCT 2020	\$610.00
		12/04/2020	22072	510707464	CONST MGMT OCT 2020	\$610.00
		12/04/2020	22072	510707453	CONST MGMT OCT 2020	\$610.00
		12/04/2020	22072	510707965	CONST MGMT OCT 2020	\$14,853.00
<b>KREUZER CONSULTING GROUP</b>						<b>Total Check Amount: \$16,683.00</b>
V43092	KWIK KLEEN	12/04/2020	23771	480515161	WASHER SERVICE	\$150.00
<b>KWIK KLEEN</b>						<b>Total Check Amount: \$150.00</b>
V43093	L.N. CURTIS & SONS	12/04/2020	1053	110222221	TURNOUT BOOTS	\$466.68
		12/04/2020	1053	110222221	CREDIT:RE17443 ADAPTR	(\$168.09)
		12/04/2020	1053	110222221	FIRE AXE EQUIPMENT	\$2,077.86
<b>L.N. CURTIS &amp; SONS</b>						<b>Total Check Amount: \$2,376.45</b>
V43094	LONG BEACH BMW	12/04/2020	18120	480515161	BATTERY	\$165.06
		12/04/2020	18120	480515161	BRAKE PADS ETC	\$291.37
		12/04/2020	18120	480515161	MOTOR OIL	\$196.86
		12/04/2020	18120	480515161	TIRES	\$812.96
<b>LONG BEACH BMW</b>						<b>Total Check Amount: \$1,466.25</b>
V43095	LOS ANGELES TRUCK CENTERS, LLC	12/04/2020	7300	480515161	WINDOW GLASS	\$113.87
		12/04/2020	7300	480515161	AIR BAG	\$97.44
<b>LOS ANGELES TRUCK CENTERS, LLC</b>						<b>Total Check Amount: \$211.31</b>
V43096	MINER, LTD	12/04/2020	27173	490515151	P2 SECURITY GATE CHK	\$301.04
<b>MINER, LTD</b>						<b>Total Check Amount: \$301.04</b>
V43097	MUNICIPAL WATER DISTRICT	12/04/2020	3784	420515131	WATER DELIVERY OCT20	\$14,130.08
<b>MUNICIPAL WATER DISTRICT</b>						<b>Total Check Amount: \$14,130.08</b>
V43098	ONWARD ENGINEERING	12/04/2020	22106	510707251	INSP SVCS OCT 2020	\$2,582.50
		12/04/2020	22106	510707609	INSP SVCS OCT 2020	\$2,365.00
<b>ONWARD ENGINEERING</b>						<b>Total Check Amount: \$4,947.50</b>
V43099	ORVAC ELECTRONICS	12/04/2020	3614	480515161	ELECTRICAL SUPPLIES	\$130.05
<b>ORVAC ELECTRONICS</b>						<b>Total Check Amount: \$130.05</b>
V43100	PARKHOUSE TIRE, INC.	12/04/2020	22120	480515161	TIRES	\$2,992.62
<b>PARKHOUSE TIRE, INC.</b>						<b>Total Check Amount: \$2,992.62</b>
V43101	PLUMBING WHOLESALE OUTLET, INC.	12/04/2020	18392	490515151	PLUMBING PARTS	\$64.52
		12/04/2020	18392	490515151	BALL VALVE	\$26.29

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V43101	PLUMBING WHOLESALE OUTLET, INC.	12/04/2020	18392	490515151	PIPE CUTTER	\$104.72
<b>PLUMBING WHOLESALE OUTLET, INC.</b>					<b>Total Check Amount:</b>	<b>\$195.53</b>
V43102	RICHARDS, WATSON & GERSHON	12/04/2020	8978	510707946	9999 GEN LGL SVCS SEP	\$495.00
		12/04/2020	8978	430515171	9999 GEN LGL SVCS SEP	\$264.00
		12/04/2020	8978	510707251	9999 GEN LGL SVCS SEP	\$248.00
		12/04/2020	8978	110111112	9999 GEN LGL SVCS SEP	\$20,134.11
		12/04/2020	8978	280323215	9999 GEN LGL SVCS SEP	\$1,165.00
		12/04/2020	8978	840141412	191 PAC PLASTICS SEP	\$11,651.20
		12/04/2020	8978	840141412	9999 GEN LGL SVCS SEP	\$464.00
		12/04/2020	8978	110515171	9999 GEN LGL SVCS SEP	\$909.39
<b>RICHARDS, WATSON &amp; GERSHON</b>					<b>Total Check Amount:</b>	<b>\$35,330.70</b>
V43103	SC FUELS	12/04/2020	16654	480515161	REG UNL ETH 4100 GALS	\$9,729.05
		12/04/2020	16654	480515161	CLR DIESEL 1800.4GALS	\$4,528.68
<b>SC FUELS</b>					<b>Total Check Amount:</b>	<b>\$14,257.73</b>
V43104	SITEONE LANDSCAPE SUPPLY, LLC	12/04/2020	25942	110515148	TREE STAKES/STRAPS	\$236.94
		12/04/2020	25942	420515131	SHOVELS	\$429.94
		12/04/2020	25942	110515144	TOOLS	\$108.14
		12/04/2020	25942	110515141	IRRIG PARTS/TOOLS	\$366.56
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>					<b>Total Check Amount:</b>	<b>\$1,141.58</b>
V43105	SNAP-ON INDUSTRIAL	12/04/2020	17125	480515161	CABLE CUTTER	\$45.43
<b>SNAP-ON INDUSTRIAL</b>					<b>Total Check Amount:</b>	<b>\$45.43</b>
V43106	STEAMX LLC	12/04/2020	24072	480515161	OIL / NOZZLES	\$134.36
<b>STEAMX LLC</b>					<b>Total Check Amount:</b>	<b>\$134.36</b>
V43107	SUPERCO SPEC PROD/MOMAR, INC.	12/04/2020	16084	110515121	GRAFFITI REMOVER	\$2,421.09
<b>SUPERCO SPEC PROD/MOMAR, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,421.09</b>
V43108	TMK INDUSTRIAL FASTENERS	12/04/2020	20181	420	TAX ON NUTS AND BOLTS	(\$64.65)
		12/04/2020	20181	420515131	NUTS AND BOLTS	\$4,724.08
<b>TMK INDUSTRIAL FASTENERS</b>					<b>Total Check Amount:</b>	<b>\$4,659.43</b>
V43109	TROPICAL PLAZA NURSERY, INC	12/04/2020	2062	343515112	MD#3 LANDSCAPE NOV20	\$2,080.10
		12/04/2020	2062	361515148	FACILTIES/MEDIANS NOV	\$210.03
		12/04/2020	2062	341515112	MD#1 LANDSCAPE NOV20	\$1,225.96
		12/04/2020	2062	110515148	TRACKS LNDSCAPE NOV20	\$5,602.04
		12/04/2020	2062	345515112	MD#5 LANDSCAPE NOV20	\$2,497.59
		12/04/2020	2062	880515113	GATEWAY CTR MNT NOV20	\$1,265.61
		12/04/2020	2062	110515143	CITY LANDSCAPE NOV20	\$13,304.53
		12/04/2020	2062	346515112	MD#6 LANDSCAPE NOV20	\$5,500.77
		12/04/2020	2062	347515112	MD#7 LANDSCAPE NOV20	\$1,100.53
		12/04/2020	2062	420515131	CITY RESERVOIRS NOV20	\$1,421.84

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<b>TROPICAL PLAZA NURSERY, INC</b>						<b>Total Check Amount: \$34,209.00</b>
V43110	TRUCPARCO	12/04/2020	2693	480515161	AIR VALVE	\$19.29
<b>TRUCPARCO</b>						<b>Total Check Amount: \$19.29</b>
V43111	UNITED PUMPING SERVICE, INC.	12/04/2020	16388	430515123	AROVISTA SWR CLEANING	\$1,707.35
<b>UNITED PUMPING SERVICE, INC.</b>						<b>Total Check Amount: \$1,707.35</b>
V43112	UNITED-HEIDER INSPECTION GROUP	12/04/2020	22202	510707311	SOILS SAMPLING	\$253.33
		12/04/2020	22202	510707453	SOILS SAMPLING	\$144.76
		12/04/2020	22202	510707464	SOILS SAMPLING	\$118.91
<b>UNITED-HEIDER INSPECTION GROUP</b>						<b>Total Check Amount: \$517.00</b>
V43113	VALVERDE CONSTRUCTION, INC.	12/04/2020	14201	430515123	SEWER MANHOLE REPAIR	\$693.97
<b>VALVERDE CONSTRUCTION, INC.</b>						<b>Total Check Amount: \$693.97</b>
V43114	WALTERS WHOLESALE ELECTRIC	12/04/2020	1667	490515151	ELECTRIC PARTS	\$41.43
		12/04/2020	1667	490515151	ZIP TIES	\$30.10
<b>WALTERS WHOLESALE ELECTRIC</b>						<b>Total Check Amount: \$71.53</b>
V43115	CHRISTINE WHITE	12/04/2020	18977	110	REFUND DUE TO COVID19	\$20.84
<b>CHRISTINE WHITE</b>						<b>Total Check Amount: \$20.84</b>
V43116	WILLDAN ENGINEERING	12/04/2020	12445	510707453	INSP SVCS THRU 10/2	\$7,426.15
		12/04/2020	12445	510707311	INSP SVCS THRU 10/2	\$12,995.77
		12/04/2020	12445	510707464	INSP SVCS THRU 10/2	\$6,100.08
<b>WILLDAN ENGINEERING</b>						<b>Total Check Amount: \$26,522.00</b>
V43117	SARA L. WOODWARD	12/04/2020	26083	110212122	OCT 2020 MILEAGE	\$22.43
<b>SARA L. WOODWARD</b>						<b>Total Check Amount: \$22.43</b>
<b>Voucher Subtotal</b>						<b>\$291,714.98</b>

**TOTAL \$700,505.14**

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186253	AT&T	12/11/2020	22050	475141471	6720700607 11/11/20	\$1,822.22
		12/11/2020	22050	475141471	3057128502 11/11/20	\$1,302.40
<b>AT&amp;T</b>					<b>Total Check Amount:</b>	<b>\$3,124.62</b>
186254	AT&T	12/11/2020	22390	475141471	7149110022 1014-1113	\$221.56
<b>AT&amp;T</b>					<b>Total Check Amount:</b>	<b>\$221.56</b>
186255	AT&T	12/11/2020	22390	475141471	7149110022 1114-1213	\$231.56
<b>AT&amp;T</b>					<b>Total Check Amount:</b>	<b>\$231.56</b>
186256	AT&T CALNET	12/11/2020	20391	361515142	CALNET NOVEMBER 2020	\$111.75
		12/11/2020	20391	420515131	CALNET NOVEMBER 2020	\$275.92
		12/11/2020	20391	475141471	CALNET NOVEMBER 2020	\$8,955.20
		12/11/2020	20391	360515145	CALNET NOVEMBER 2020	\$46.22
		12/11/2020	20391	360515147	CALNET NOVEMBER 2020	\$24.85
<b>AT&amp;T CALNET</b>					<b>Total Check Amount:</b>	<b>\$9,413.94</b>
186257	CANDICE ROCHELLE BERGE	12/11/2020	22995	110404421	VOCALS:2020 TREE LTNG	\$115.00
<b>CANDICE ROCHELLE BERGE</b>					<b>Total Check Amount:</b>	<b>\$115.00</b>
186258	BUDGET RENT A CAR OF NORWALK	12/11/2020	25483	480515161	2019 JEEP COMPASS LTD	\$23,732.83
<b>BUDGET RENT A CAR OF NORWALK</b>					<b>Total Check Amount:</b>	<b>\$23,732.83</b>
186259	BUSINESS CARD	12/11/2020	18749	110141481	BSCARD HR 112320	\$372.21
		12/11/2020	18749	110222211	BSCARD FIRE 112320	\$370.00
		12/11/2020	18749	110404429	BSCARD CS 112320	\$5.00
		12/11/2020	18749	110404425	BSCARD CS 112320	\$307.99
		12/11/2020	18749	420515131	BSCARD WATER 112320	\$109.29
<b>BUSINESS CARD</b>					<b>Total Check Amount:</b>	<b>\$1,164.49</b>
186260	COUNTY OF ORANGE	12/11/2020	4799	110212122	OCATS/ROUTER NOV 2020	\$1,104.51
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,104.51</b>
186261	CPSI - PROPERTY SPECIALISTS, INC.	12/11/2020	26951	510707470	ACCESS EASEMENT	\$230.00
<b>CPSI - PROPERTY SPECIALISTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$230.00</b>
186262	CT&T CONCRETE PAVING, INC.	12/11/2020	28593	510707251	RETENTION:555 PT DR	\$2,997.55
<b>CT&amp;T CONCRETE PAVING, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,997.55</b>
186263	DELTA T HVAC, INC.	12/11/2020	28265	490515151	BCC AC#17 REPAIR	\$220.00
		12/11/2020	28265	490515151	CCC BOILER SERVICE	\$220.00
		12/11/2020	28265	490515151	YARD AC REPAIR	\$220.00
		12/11/2020	28265	490515151	BCC AC#3 REPAIR	\$310.00
		12/11/2020	28265	490515151	SC HVAC REPAIR	\$220.00
<b>DELTA T HVAC, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,190.00</b>
186264	SHARON DICE	12/11/2020	28995	840000000	DEVELOPER FEE REFUND	\$338.00
<b>SHARON DICE</b>					<b>Total Check Amount:</b>	<b>\$338.00</b>
186265	SOUTHERN CALIFORNIA EDISON	12/11/2020	3343	110515125	ELECTRICITY NOV2020	\$6,686.21

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186265	SOUTHERN CALIFORNIA EDISON	12/11/2020	3343	490515151	ELECTRICITY NOV2020	\$1,670.95
		12/11/2020	3343	110515121	ELECTRICITY NOV2020	\$13,753.01
		12/11/2020	3343	430515123	ELECTRICITY NOV2020	\$723.29
		12/11/2020	3343	420515131	ELECTRICITY NOV2020	\$38,190.88
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$61,024.34</b>
186266	FRANCHISE TAX BOARD	12/11/2020	13287	110	CD918841790 120420 PR	\$167.90
<b>FRANCHISE TAX BOARD</b>					<b>Total Check Amount:</b>	<b>\$167.90</b>
186267	FRANCHISE TAX BOARD/ST OF CALIF	12/11/2020	12043	110	#881650582 120420 PR	\$1,116.60
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>					<b>Total Check Amount:</b>	<b>\$1,116.60</b>
186268	GMC ELECTRICAL, INC.	12/11/2020	14517	420515131	CATHODIC PROTECTION	\$2,237.13
<b>GMC ELECTRICAL, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,237.13</b>
186269	GREGORY HALPRIN	12/11/2020	30585	420000000	CLOSED WATER ACCOUNT	\$102.67
<b>GREGORY HALPRIN</b>					<b>Total Check Amount:</b>	<b>\$102.67</b>
186270	INTIME SOLUTIONS INC.	12/11/2020	20876	950000000	ILJAO ISE OCT-DEC20	\$82,182.50
		12/11/2020	20876	950000000	ILJAO ISE TEXT NOV20	\$2,856.96
<b>INTIME SOLUTIONS INC.</b>					<b>Total Check Amount:</b>	<b>\$85,039.46</b>
186271	KAREN WARNER ASSOCIATES, INC.	12/11/2020	19143	110323231	HOUSING ELEMENT 101	\$980.00
<b>KAREN WARNER ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$980.00</b>
186272	JAMES KIM	12/11/2020	30584	420000000	CLOSED WATER ACCOUNT	\$71.67
<b>JAMES KIM</b>					<b>Total Check Amount:</b>	<b>\$71.67</b>
186273	CHRISTINA LE DOUX	12/11/2020	30586	420000000	CLOSED WATER ACCOUNT	\$101.92
<b>CHRISTINA LE DOUX</b>					<b>Total Check Amount:</b>	<b>\$101.92</b>
186274	LINSCOTT, LAW & GREENSPAN ENGINEERS	12/11/2020	29408	510707218	TFC ENGG SVCS SEP20	\$995.00
<b>LINSCOTT, LAW &amp; GREENSPAN ENGINEERS</b>					<b>Total Check Amount:</b>	<b>\$995.00</b>
186275	LU'S LIGHTHOUSE, INC.	12/11/2020	28330	480515161	LED LIGHTS	\$108.38
<b>LU'S LIGHTHOUSE, INC.</b>					<b>Total Check Amount:</b>	<b>\$108.38</b>
186276	LARRY MC GEE	12/11/2020	30615	420000000	WATER ACCT OVERPAYMNT	\$20,978.64
<b>LARRY MC GEE</b>					<b>Total Check Amount:</b>	<b>\$20,978.64</b>
186277	MCPEEK'S DODGE OF ANAHEIM	12/11/2020	22049	480515161	ENGINE REPAIR	\$1,171.50
		12/11/2020	22049	480515161	FUEL INJECTOR	\$86.47
<b>MCPEEK'S DODGE OF ANAHEIM</b>					<b>Total Check Amount:</b>	<b>\$1,257.97</b>
186278	KELLY MORGAN	12/11/2020	30054	420000000	CLOSED WATER ACCOUNT	\$60.24
<b>KELLY MORGAN</b>					<b>Total Check Amount:</b>	<b>\$60.24</b>
186279	MVP SECURITY SYSTEMS, INC	12/11/2020	29420	510707955	CCC FL3 CABLING	\$8,000.00
<b>MVP SECURITY SYSTEMS, INC</b>					<b>Total Check Amount:</b>	<b>\$8,000.00</b>
186280	THE OMEGA GROUP, INC.	12/11/2020	22064	490515151	CHEMICALS	\$431.64
<b>THE OMEGA GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$431.64</b>

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186281	PEOPLE SPACE	12/11/2020	28721	510707955	CCC OFFICE WALLS FL3	\$162,723.60
<b>PEOPLE SPACE</b>						<b>Total Check Amount: \$162,723.60</b>
186282	PETTY CASH CUSTODIAN	12/11/2020	23851	110	PCF REPL 12-2-20	\$173.45
<b>PETTY CASH CUSTODIAN</b>						<b>Total Check Amount: \$173.45</b>
186283	PRES JCR KRAEMER OFFICE	12/11/2020	28272	840000000	DEVELOPER FEE REFUND	\$1,278.50
<b>PRES JCR KRAEMER OFFICE</b>						<b>Total Check Amount: \$1,278.50</b>
186284	PRINGLES DRAPERIES & BLINDS	12/11/2020	9082	490515151	INSTALL CCCFL3 BLINDS	\$2,949.83
		12/11/2020	9082	490515151	INSTALL FS3 BLINDS	\$396.33
<b>PRINGLES DRAPERIES &amp; BLINDS</b>						<b>Total Check Amount: \$3,346.16</b>
186285	PUENTE HILLS FORD	12/11/2020	25742	480515161	CREDIT:WHEELS	(\$520.84)
		12/11/2020	25742	480515161	WHEELS	\$1,041.67
<b>PUENTE HILLS FORD</b>						<b>Total Check Amount: \$520.83</b>
186286	RBI TRAFFIC, INC	12/11/2020	30571	911515171	TRAFFIC CONTROL PLANS	\$2,500.00
<b>RBI TRAFFIC, INC</b>						<b>Total Check Amount: \$2,500.00</b>
186287	SO. CALIFORNIA FLAGPOLE CO., INC.	12/11/2020	11741	490515151	FLAG POLE REPAIRS	\$2,315.00
<b>SO. CALIFORNIA FLAGPOLE CO., INC.</b>						<b>Total Check Amount: \$2,315.00</b>
186288	TREECO ARBORIST, INC.	12/11/2020	3838	110515143	MULCH FS2	\$151.55
<b>TREECO ARBORIST, INC.</b>						<b>Total Check Amount: \$151.55</b>
186289	U.S. POSTAL SERVICE	12/11/2020	3284	110111151	2020 BL HOLIDAY CARD	\$3,382.71
<b>U.S. POSTAL SERVICE</b>						<b>Total Check Amount: \$3,382.71</b>
186290	UNIFIRST CORPORATION	12/11/2020	27988	110212131	PD LAUNDRY SVCS 11/23	\$24.88
		12/11/2020	27988	110515141	UNIFORM SVCS NOV 2020	\$110.30
		12/11/2020	27988	110515148	UNIFORM SVCS NOV 2020	\$5.90
		12/11/2020	27988	420515131	UNIFORM SVCS NOV 2020	\$126.15
		12/11/2020	27988	110515121	UNIFORM SVCS NOV 2020	\$67.60
		12/11/2020	27988	110515144	UNIFORM SVCS NOV 2020	\$59.70
		12/11/2020	27988	430515123	UNIFORM SVCS NOV 2020	\$51.45
		12/11/2020	27988	110515125	UNIFORM SVCS NOV 2020	\$30.75
		12/11/2020	27988	110515143	UNIFORM SVCS NOV 2020	\$25.05
		12/11/2020	27988	490515151	UNIFORM SVCS NOV 2020	\$235.10
		12/11/2020	27988	110212131	PD LAUNDRY SVCS 11/30	\$24.88
		12/11/2020	27988	360515145	UNIFORM SVCS NOV 2020	\$52.25
		12/11/2020	27988	361515148	UNIFORM SVCS NOV 2020	\$5.90
		12/11/2020	27988	480515161	UNIFORM SVCS NOV 2020	\$178.10
<b>UNIFIRST CORPORATION</b>						<b>Total Check Amount: \$998.01</b>
186291	UNITED PARCEL SERVICE	12/11/2020	3174	110141441	SHIPPING CHGS OCT/NOV	\$188.63
<b>UNITED PARCEL SERVICE</b>						<b>Total Check Amount: \$188.63</b>
186292	UNITED RENTALS NORTHWEST, INC.	12/11/2020	7051	490515151	LIFT FOR XMAS TREE	\$1,465.28



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<b>UNITED RENTALS NORTHWEST, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,465.28</b>
186293	REYNOLD WANG	12/11/2020	30351	840000000	DEVELOPER FEE REFUND	\$182.05
<b>REYNOLD WANG</b>					<b>Total Check Amount:</b>	<b>\$182.05</b>
186294	XEROX CORPORATION	12/11/2020	3349	110141441	BLACK CPR/PRNTR OCT	\$468.65
		12/11/2020	3349	110141441	HI PERF COLOR CPR OCT	\$220.27
		12/11/2020	3349	110141441	HISPEED PRNTR/CPR OCT	\$717.42
		12/11/2020	3349	110141441	TRM/FOLDR SW MNT OCT	\$116.00
		12/11/2020	3349	110141441	UDIRECTS MNT OCT20	\$119.07
		12/11/2020	3349	110141441	EQ PROTECTION OCT20	\$24.89
		12/11/2020	3349	110141441	PROD CLRCPR/PRNTR OCT	\$1,493.47
<b>XEROX CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$3,159.77</b>
186295	HANNAH YOKOO	12/11/2020	29328	110404541	ARTGALLERY CONS SALES	\$41.34
<b>HANNAH YOKOO</b>					<b>Total Check Amount:</b>	<b>\$41.34</b>
<b>Check Subtotal</b>						<b>\$408,964.50</b>
V43118	ADAMSON POLICE PRODUCTS	12/11/2020	4023	110212131	BULLETPROOF VESTS	\$627.65
<b>ADAMSON POLICE PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$627.65</b>
V43119	ADMINISTRATIVE & PROF	12/11/2020	3344	110	DED:4010 APEA MEMBR	\$480.00
<b>ADMINISTRATIVE &amp; PROF</b>					<b>Total Check Amount:</b>	<b>\$480.00</b>
V43120	THE ADVANTAGE GROUP	12/11/2020	24539	110	DED:808B FSA DEPCAR	\$2,028.91
		12/11/2020	24539	110	DED:808C FSA UR MED	\$4,791.88
<b>THE ADVANTAGE GROUP</b>					<b>Total Check Amount:</b>	<b>\$6,820.79</b>
V43121	ALL CITY MANAGEMENT SERVICES INC	12/11/2020	6604	110212132	CRSNG GRDS 10/1-10/10	\$2,612.93
<b>ALL CITY MANAGEMENT SERVICES INC</b>					<b>Total Check Amount:</b>	<b>\$2,612.93</b>
V43122	CORRINE BARRIOS GAMINO	12/11/2020	28084	110404215	OUTDOOR YOGA	\$30.00
<b>CORRINE BARRIOS GAMINO</b>					<b>Total Check Amount:</b>	<b>\$30.00</b>
V43123	BAY AREA DRIVING SCHOOL	12/11/2020	29122	110404145	ONLINE DRIVER'S ED	\$13.20
<b>BAY AREA DRIVING SCHOOL</b>					<b>Total Check Amount:</b>	<b>\$13.20</b>
V43124	BEST LAWN MOWER SERVICE	12/11/2020	16230	420	GAS CANS SALES TAX	(\$10.06)
		12/11/2020	16230	420515131	GAS CANS	\$132.04
<b>BEST LAWN MOWER SERVICE</b>					<b>Total Check Amount:</b>	<b>\$121.98</b>
V43125	CHRISTINE BOATNER	12/11/2020	18460	110404215	OUTDOOR BARBELL PUMP	\$93.00
<b>CHRISTINE BOATNER</b>					<b>Total Check Amount:</b>	<b>\$93.00</b>
V43126	BPSEA MEMORIAL FOUNDATION	12/11/2020	14990	110	DED:4050 MEMORIAL	\$187.00
<b>BPSEA MEMORIAL FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$187.00</b>
V43127	BREA CITY EMPLOYEES ASSOCIATION	12/11/2020	3236	110	DED:4005 BCEA MEMBR	\$550.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$550.00</b>
V43128	BREA FIREFIGHTERS ASSOCIATION	12/11/2020	3237	110	DED:4016 ASSOC MEMB	\$2,984.50
<b>BREA FIREFIGHTERS ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$2,984.50</b>



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V43129	BREA POLICE ASSOCIATION	12/11/2020	3769	110	DED:4030 BPA REG	\$3,300.00
<b>BREA POLICE ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$3,300.00</b>
V43130	BREA POLICE ATHLETIC LEAGUE	12/11/2020	1068	110	DED:5010 B.P.A.L.	\$135.00
<b>BREA POLICE ATHLETIC LEAGUE</b>					<b>Total Check Amount:</b>	<b>\$135.00</b>
V43131	BREA POLICE MANAGEMENT ASSOCIATION	12/11/2020	21189	110	DED:4020 PMA MEMBRS	\$195.00
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$195.00</b>
V43132	C. WELLS PIPELINE MATERIALS INC	12/11/2020	13055	420515131	METER BOXES	\$317.87
		12/11/2020	13055	420515131	PLUMBING SUPPLIES	\$914.97
<b>C. WELLS PIPELINE MATERIALS INC</b>					<b>Total Check Amount:</b>	<b>\$1,232.84</b>
V43133	CALIFORNIA DOMESTIC WATER CO	12/11/2020	3388	420515131	WTR CONSUMPTION NOV20	\$260,433.56
<b>CALIFORNIA DOMESTIC WATER CO</b>					<b>Total Check Amount:</b>	<b>\$260,433.56</b>
V43134	CALIF FORENSIC PHLEBOTOMY INC.	12/11/2020	4488	110212131	PHLEBOTOMY NOV2020	\$749.00
<b>CALIF FORENSIC PHLEBOTOMY INC.</b>					<b>Total Check Amount:</b>	<b>\$749.00</b>
V43135	CANNINGS ACE HARDWARE	12/11/2020	15828	480515161	BOLTS/TAPE	\$23.77
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$23.77</b>
V43136	CANON SOLUTIONS AMERICA, INC	12/11/2020	15260	110141441	3035 PD DISP OCT20	\$85.19
		12/11/2020	15260	110141441	3124 PD INV OCT20	\$77.30
		12/11/2020	15260	110141441	5327 FIRE ADM OCT20	\$85.61
		12/11/2020	15260	110141441	PRINT CHARGES:OCT20	\$434.33
		12/11/2020	15260	110141441	3110 PD REC 1 OCT20	\$77.30
		12/11/2020	15260	110141441	3118 PD REC 2 OCT20	\$77.30
		12/11/2020	15260	110141441	3142 MGMT SVCS OCT20	\$87.17
		12/11/2020	15260	110141441	3047 SR CTR OCT20	\$77.30
		12/11/2020	15260	110141441	3054 PW OCT20	\$87.17
		12/11/2020	15260	110141441	3056 BCC OCT20	\$87.17
		12/11/2020	15260	110141441	2714 FINANCE OCT20	\$101.34
		12/11/2020	15260	110141441	5154 FIRE DEPT OCT20	\$85.61
		12/11/2020	15260	110141441	6569 COMM DEV OCT20	\$143.66
<b>CANON SOLUTIONS AMERICA, INC</b>					<b>Total Check Amount:</b>	<b>\$1,506.45</b>
V43137	ARLINDA CANTU	12/11/2020	26312	110404215	PSNL TRNG BCC NOV20	\$650.34
<b>ARLINDA CANTU</b>					<b>Total Check Amount:</b>	<b>\$650.34</b>
V43138	CENTRALSQUARE TECHNOLOGIES, LLC	12/11/2020	29643	475141471	FINPLUS MNT FY 20/21	\$37,243.04
<b>CENTRALSQUARE TECHNOLOGIES, LLC</b>					<b>Total Check Amount:</b>	<b>\$37,243.04</b>
V43139	NANCY CHIU	12/11/2020	26344	110404541	ARTGALLERY CONS SALES	\$34.43
<b>NANCY CHIU</b>					<b>Total Check Amount:</b>	<b>\$34.43</b>
V43140	CIGNA BEHAVIORAL HEALTH, INC.	12/11/2020	26628	110141481	EAP SVCS DEC 2020	\$858.01
<b>CIGNA BEHAVIORAL HEALTH, INC.</b>					<b>Total Check Amount:</b>	<b>\$858.01</b>

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V43141	CORE & MAIN LP	12/11/2020	27049	420515131	WATER METERS+ENCODERS	\$3,039.26
		12/11/2020	27049	420515131	WATER METER ENCODERS	\$6,388.10
		12/11/2020	27049	420515131	MARKING PAINT	\$219.29
<b>CORE &amp; MAIN LP</b>					<b>Total Check Amount:</b>	<b>\$9,646.65</b>
V43142	DELORES COWAN	12/11/2020	26156	110404145	CYSC A/S CHEERLEADING	\$333.00
<b>DELORES COWAN</b>					<b>Total Check Amount:</b>	<b>\$333.00</b>
V43143	DANIELS TIRE SERVICE	12/11/2020	3133	480515161	TIRES	\$4,622.35
<b>DANIELS TIRE SERVICE</b>					<b>Total Check Amount:</b>	<b>\$4,622.35</b>
V43144	DF POLYGRAPH	12/11/2020	22010	110141481	POLYGRAPH EXAMS NOV20	\$350.00
<b>DF POLYGRAPH</b>					<b>Total Check Amount:</b>	<b>\$350.00</b>
V43145	AMANDA DIAZ DBA PANACHE	12/11/2020	27402	110404541	ARTGALLERY CONS SALES	\$211.40
<b>AMANDA DIAZ DBA PANACHE</b>					<b>Total Check Amount:</b>	<b>\$211.40</b>
V43146	MICHAEL DURALDE	12/11/2020	25228	110404215	PSNL TRAINR BCC NOV20	\$41.04
		12/11/2020	25228	110404215	BREA MOVEMENT/CYCLE	\$628.84
<b>MICHAEL DURALDE</b>					<b>Total Check Amount:</b>	<b>\$669.88</b>
V43147	MYRA DUVALL	12/11/2020	18083	110404215	OUTDOOR YOGA	\$178.00
<b>MYRA DUVALL</b>					<b>Total Check Amount:</b>	<b>\$178.00</b>
V43148	ENTENMANN ROVIN COMPANY	12/11/2020	3457	110212111	BADGES	\$284.45
<b>ENTENMANN ROVIN COMPANY</b>					<b>Total Check Amount:</b>	<b>\$284.45</b>
V43149	EQUIPMENT DIRECT INC	12/11/2020	4522	110515144	SAFETY VESTS	\$14.62
		12/11/2020	4522	480515161	GLOVES	\$37.61
		12/11/2020	4522	110515141	HAND SANITIZERS	\$102.20
		12/11/2020	4522	110515141	SAFETY VESTS	\$29.25
		12/11/2020	4522	110515144	SAFETY GLASSES	\$7.06
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$190.74</b>
V43150	FIBER AND GLOSS LLC	12/11/2020	29673	110404541	ARTGALLERY CONS SALES	\$166.36
<b>FIBER AND GLOSS LLC</b>					<b>Total Check Amount:</b>	<b>\$166.36</b>
V43151	FUSCOE ENGINEERING, INC.	12/11/2020	18052	840141412	WQMP 255 E IMP OCT20	\$600.00
<b>FUSCOE ENGINEERING, INC.</b>					<b>Total Check Amount:</b>	<b>\$600.00</b>
V43152	GLASBY MAINTENANCE SUPPLY CO	12/11/2020	6802	490515151	CCC JNTRL SUPPLIES	\$98.59
<b>GLASBY MAINTENANCE SUPPLY CO</b>					<b>Total Check Amount:</b>	<b>\$98.59</b>
V43153	DON GOLDEN	12/11/2020	10729	110000000	INSP SVCS 11/19-12/2	(\$4,571.50)
		12/11/2020	10729	110323242	INSP SVCS 11/19-12/2	\$56.25
		12/11/2020	10729	840323241	INSP SVCS 11/19-12/2	\$12,934.00
<b>DON GOLDEN</b>					<b>Total Check Amount:</b>	<b>\$8,418.75</b>
V43154	GRAINGER	12/11/2020	13634	480515161	VACUUM	\$261.70
<b>GRAINGER</b>					<b>Total Check Amount:</b>	<b>\$261.70</b>
V43155	GUARANTEED JANITORIAL SERVICES,	12/11/2020	28695	110515125	NOV20 JAN SVCS:DT	\$2,560.39

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V43155	INC	12/11/2020	28695	490515151	NOV20 JAN SVCS:CCC	\$10,019.14
		12/11/2020	28695	110515125	DAY PORTERS DT NOV20	\$60.00
		12/11/2020	28695	490515151	NOV20 JAN SVCS:BCC	\$4,112.14
		12/11/2020	28695	490515151	DAY PORTERS CCC NOV20	\$8,965.67
		12/11/2020	28695	490515151	DAY PORTERS:ELECTION	\$279.36
		12/11/2020	28695	490515151	NOV20 JAN SVCS:SR CTR	\$2,436.25
		12/11/2020	28695	490515151	NOV20 JAN SVCS:YARD	\$1,153.47
<b>GUARANTEED JANITORIAL SERVICES, INC</b>						<b>Total Check Amount:</b>
						<b>\$29,586.42</b>
V43156	ROBERT C. HAEFNER	12/11/2020	14703	110212111	POST MGMT CRSE MOD C	\$160.00
<b>ROBERT C. HAEFNER</b>						<b>Total Check Amount:</b>
						<b>\$160.00</b>
V43157	HOUSING PROGRAMS	12/11/2020	26542	290323215	HSG REHAB OCT/NOV20	\$5,025.00
<b>HOUSING PROGRAMS</b>						<b>Total Check Amount:</b>
						<b>\$5,025.00</b>
V43158	MARINA ILLUM	12/11/2020	27929	110404541	ARTGALLERY CONS SALES	\$42.00
<b>MARINA ILLUM</b>						<b>Total Check Amount:</b>
						<b>\$42.00</b>
V43159	INFOSEND, INC.	12/11/2020	19016	110111151	INSERT:BREA ON LINE	\$53.02
		12/11/2020	19016	110111151	INSERT:STAY INFORMED	\$53.03
		12/11/2020	19016	420141421	WATER:OCT20 PRNT/MAIL	\$1,462.82
		12/11/2020	19016	110404421	INSERT:NUTCRACKER	\$53.02
		12/11/2020	19016	110404421	INSERT:VETERANS' DAY	\$53.03
		12/11/2020	19016	420141421	WATER:OCT20 POSTAGE	\$4,174.93
<b>INFOSEND, INC.</b>						<b>Total Check Amount:</b>
						<b>\$5,849.85</b>
V43160	JACKSON'S AUTO SUPPLY	12/11/2020	1143	480515161	AUTO SUPPLIES OCT20	\$2,485.61
<b>JACKSON'S AUTO SUPPLY</b>						<b>Total Check Amount:</b>
						<b>\$2,485.61</b>
V43161	JAX AUTO	12/11/2020	20187	480515161	SMOG TEST	\$49.95
<b>JAX AUTO</b>						<b>Total Check Amount:</b>
						<b>\$49.95</b>
V43162	PAMELA JOHNSTON	12/11/2020	28025	110404215	OUTDOOR ZUMBA	\$178.00
<b>PAMELA JOHNSTON</b>						<b>Total Check Amount:</b>
						<b>\$178.00</b>
V43163	KRONOS INCORPORATED	12/11/2020	22688	110222223	IVR SVCS OCT2020	\$6.54
<b>KRONOS INCORPORATED</b>						<b>Total Check Amount:</b>
						<b>\$6.54</b>
V43164	DANYELL LAGRAFFE	12/11/2020	27892	110404541	ARTGALLERY CONS SALES	\$42.00
<b>DANYELL LAGRAFFE</b>						<b>Total Check Amount:</b>
						<b>\$42.00</b>
V43165	DOLLY LAI	12/11/2020	18084	110404215	OUTDOOR YOGA	\$68.00
<b>DOLLY LAI</b>						<b>Total Check Amount:</b>
						<b>\$68.00</b>
V43166	MARION LEE	12/11/2020	29317	110404541	ARTGALLERY CONS SALES	\$514.79
<b>MARION LEE</b>						<b>Total Check Amount:</b>
						<b>\$514.79</b>
V43167	CHRISTINA LEONETTE	12/11/2020	28711	110404541	ARTGALLERY CONS SALES	\$83.20
<b>CHRISTINA LEONETTE</b>						<b>Total Check Amount:</b>
						<b>\$83.20</b>
V43168	BERRY LIANG	12/11/2020	25640	110404215	OUTDOOR TRX	\$36.00

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V43168	BERRY LIANG	12/11/2020	25640	110404215	BREA MOVEMENT/CYCLE	\$67.68
		12/11/2020	25640	110404215	PSNL TRAINE BCC NOV20	\$194.94
<b>BERRY LIANG</b>					<b>Total Check Amount:</b>	<b>\$298.62</b>
V43169	TANYA LOSCUTOFF	12/11/2020	22092	110404215	PNL TRAINER BCC NOV20	\$55.86
		12/11/2020	22092	110404215	OUTSIDE SUPER SCULPT	\$156.00
<b>TANYA LOSCUTOFF</b>					<b>Total Check Amount:</b>	<b>\$211.86</b>
V43170	PAMELA MASICK	12/11/2020	28359	110404541	ARTGALLERY CONS SALES	\$38.50
<b>PAMELA MASICK</b>					<b>Total Check Amount:</b>	<b>\$38.50</b>
V43171	ANDREA MCGRANAHAN	12/11/2020	26046	110404215	OUTDOOR BARRE	\$207.00
		12/11/2020	26046	110404215	OUTDOOR BARBELL PUMP	\$46.50
		12/11/2020	26046	110404215	PSNL TRAINR BCC NOV20	\$118.56
<b>ANDREA MCGRANAHAN</b>					<b>Total Check Amount:</b>	<b>\$372.06</b>
V43172	THEA MERRITT	12/11/2020	29316	110404541	ARTGALLERY CONS SALES	\$27.20
<b>THEA MERRITT</b>					<b>Total Check Amount:</b>	<b>\$27.20</b>
V43173	MINER, LTD	12/11/2020	27173	490515151	FS3 APP BAY DOOR SVC	\$4,413.32
		12/11/2020	27173	490515151	FS3 BAY DOOR REPAIR	\$376.30
<b>MINER, LTD</b>					<b>Total Check Amount:</b>	<b>\$4,789.62</b>
V43174	EVE MARIE MOBLEY	12/11/2020	28356	110404541	ARTGALLERY CONS SALES	\$55.76
<b>EVE MARIE MOBLEY</b>					<b>Total Check Amount:</b>	<b>\$55.76</b>
V43175	JENNIFER MONZON-SCROFINI	12/11/2020	20158	110404215	OUTDOOR FITNESS CLASS	\$99.00
<b>JENNIFER MONZON-SCROFINI</b>					<b>Total Check Amount:</b>	<b>\$99.00</b>
V43176	NORDIC FOX DESIGN CO., LLC	12/11/2020	28087	110404541	ARTGALLERY CONS SLEX	\$153.47
<b>NORDIC FOX DESIGN CO., LLC</b>					<b>Total Check Amount:</b>	<b>\$153.47</b>
V43177	ORANGE COUNTY UNITED WAY	12/11/2020	3451	110	DED:5005 UNITED WAY	\$7.31
<b>ORANGE COUNTY UNITED WAY</b>					<b>Total Check Amount:</b>	<b>\$7.31</b>
V43178	OZUNA ELECTRIC CO.INC.	12/11/2020	18504	420515131	EMERG GEN-B.RIDGEFIRE	\$24,627.96
<b>OZUNA ELECTRIC CO.INC.</b>					<b>Total Check Amount:</b>	<b>\$24,627.96</b>
V43179	PACIFIC TELEMAGEMENT SERVICES	12/11/2020	19696	475141471	7147920398 DEC 2020	\$75.00
<b>PACIFIC TELEMAGEMENT SERVICES</b>					<b>Total Check Amount:</b>	<b>\$75.00</b>
V43180	SCARLET PEÑALOZA	12/11/2020	27890	110404541	ARTGALLERY CONS SALES	\$26.60
<b>SCARLET PEÑALOZA</b>					<b>Total Check Amount:</b>	<b>\$26.60</b>
V43181	PETROLEUM MARKETING EQUIPMENT	12/11/2020	9282	480515161	PUMP REBUILD KIT	\$225.54
<b>PETROLEUM MARKETING EQUIPMENT</b>					<b>Total Check Amount:</b>	<b>\$225.54</b>
V43182	PIPE TEC, INC.	12/11/2020	29480	510707609	SEWER/CCTV CLNG PP#5	\$48,434.10
<b>PIPE TEC, INC.</b>					<b>Total Check Amount:</b>	<b>\$48,434.10</b>
V43183	PRIME SYSTEMS INDUSTRIAL AUTOMATION	12/11/2020	27059	420515131	SCADA TROUBLESHOOTING	\$1,217.09
<b>PRIME SYSTEMS INDUSTRIAL AUTOMATION</b>					<b>Total Check Amount:</b>	<b>\$1,217.09</b>
V43184	QUADIENT LEASING USA, INC	12/11/2020	30262	110141441	INK TANK	\$246.75

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V43184	QUADIENT LEASING USA, INC	12/11/2020	30262	110141441	MAILSYSTM LSE OCT-DEC	\$1,420.45
<b>QUADIENT LEASING USA, INC</b>					<b>Total Check Amount:</b>	<b>\$1,667.20</b>
V43185	RAY-LITE INDUSTRIES, INC.	12/11/2020	19800	490515152	LED LIGHTS	\$482.15
		12/11/2020	19800	490515151	BCC PARKING CLIPS	\$856.03
		12/11/2020	19800	490515152	BCC LED FLOOD LIGHTS	\$90.24
		12/11/2020	19800	490515152	BCC LED LIGHTING	\$503.79
		12/11/2020	19800	490515151	LIGHT FIXTURE PARTS	\$1,718.40
		12/11/2020	19800	490515152	CCC FL3 LED UPGRADE	\$659.74
		12/11/2020	19800	490515152	LED LIGHTING	\$1,020.18
		12/11/2020	19800	490515152	LED LIGHTING CONTROLS	\$152.77
<b>RAY-LITE INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$5,483.30</b>
V43186	REHABWEST, INC.	12/11/2020	22325	110141481	PROF SVCS NOV2020	\$435.60
<b>REHABWEST, INC.</b>					<b>Total Check Amount:</b>	<b>\$435.60</b>
V43187	RICHARDS, WATSON & GERSHON	12/11/2020	8978	110515171	190 REMEDIATION OCT20	\$719.60
		12/11/2020	8978	510707251	0145 57/LAMBERT OCT20	\$437.00
<b>RICHARDS, WATSON &amp; GERSHON</b>					<b>Total Check Amount:</b>	<b>\$1,156.60</b>
V43188	MONICA RINCON	12/11/2020	27401	110404541	ARTGALLERY CONS SALES	\$161.00
<b>MONICA RINCON</b>					<b>Total Check Amount:</b>	<b>\$161.00</b>
V43189	PHILIP A RODRIGUEZ	12/11/2020	6580	110212111	TRAVEL EXPENSES	\$16.00
<b>PHILIP A RODRIGUEZ</b>					<b>Total Check Amount:</b>	<b>\$16.00</b>
V43190	RPW SERVICES, INC.	12/11/2020	3791	360515147	SPRAY-FLEAS AND TICKS	\$180.00
<b>RPW SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$180.00</b>
V43191	RUSSELL SIGLER INC.	12/11/2020	21638	490515151	ANCHOR KIT	\$14.57
		12/11/2020	21638	490515151	HVAC PARTS, CCC FL3	\$41.91
<b>RUSSELL SIGLER INC.</b>					<b>Total Check Amount:</b>	<b>\$56.48</b>
V43192	RUST AND ROZE	12/11/2020	28714	110404541	ARTGALLERY CONS SALES	\$75.81
<b>RUST AND ROZE</b>					<b>Total Check Amount:</b>	<b>\$75.81</b>
V43193	ROBERT SCHULTZ	12/11/2020	28354	110404541	ARTGALLERY CONS SALES	\$42.00
<b>ROBERT SCHULTZ</b>					<b>Total Check Amount:</b>	<b>\$42.00</b>
V43194	SITEONE LANDSCAPE SUPPLY, LLC	12/11/2020	25942	110515143	TREESTAKES/IRRIGPARTS	\$108.41
		12/11/2020	25942	110515148	TREESTAKES/IRRIGPARTS	\$75.28
		12/11/2020	25942	110515144	IRRIG PARTS/TRASHERS	\$52.62
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>					<b>Total Check Amount:</b>	<b>\$236.31</b>
V43195	SO. CALIFORNIA FLEET SVCS. INC	12/11/2020	27570	480515161	A/C REPAIR	\$2,293.19
<b>SO. CALIFORNIA FLEET SVCS. INC</b>					<b>Total Check Amount:</b>	<b>\$2,293.19</b>
V43196	AIMEE SONES	12/11/2020	24801	110404541	ARTGALLERY CONS SALES	\$46.81
<b>AIMEE SONES</b>					<b>Total Check Amount:</b>	<b>\$46.81</b>
V43197	SOUTH COAST EMERGENCY VEHICLE SVC	12/11/2020	18619	480515161	WINDOW REGULATOR	\$418.64

# City Disbursement Register

Between Dec 7, 2020 12:00 AM and Dec 11, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>SOUTH COAST EMERGENCY VEHICLE SVC</b>					<b>Total Check Amount:</b>	<b>\$418.64</b>
V43198	LI SHA TAN	12/11/2020	28085	110404541	ARTGALLERY CONS SALES	\$43.40
<b>LI SHA TAN</b>					<b>Total Check Amount:</b>	<b>\$43.40</b>
V43199	JACKIE TEMPLIN	12/11/2020	24802	110404541	ARTGALLERY CONS SALES	\$56.70
<b>JACKIE TEMPLIN</b>					<b>Total Check Amount:</b>	<b>\$56.70</b>
V43200	TROPICAL PLAZA NURSERY, INC	12/11/2020	2062	110515141	PARKS MNT OCT 2020	\$2,137.00
		12/11/2020	2062	341515112	IRRIGATION REPAIR	\$387.93
		12/11/2020	2062	110515141	PARKS MNT NOV 2020	\$2,137.00
		12/11/2020	2062	110515148	REMOVE BRANCH	\$500.00
		12/11/2020	2062	110515148	REMOVE BRANCHES	\$600.00
		12/11/2020	2062	345515112	REMOVE BRANCHES	\$200.00
		12/11/2020	2062	347515112	TREE REMOVAL	\$300.00
		12/11/2020	2062	110515141	PARKS MNT SEPT 2020	\$2,137.00
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$8,398.93</b>
V43201	TRUE TINT WINDOW TINTING	12/11/2020	28281	490515151	CCC FL3 TINT	\$1,976.00
<b>TRUE TINT WINDOW TINTING</b>					<b>Total Check Amount:</b>	<b>\$1,976.00</b>
V43202	TURBO DATA SYSTEMS, INC.	12/11/2020	1472	110212122	CITATION PROC NOV20	\$545.66
		12/11/2020	1472	110212122	HH LEASE TPM NOV20	\$193.95
<b>TURBO DATA SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$739.61</b>
V43203	JORDAN TYSON	12/11/2020	27893	110404541	ARTGALLERY CONS SALES	\$102.60
<b>JORDAN TYSON</b>					<b>Total Check Amount:</b>	<b>\$102.60</b>
V43204	UNICORN CRAFTS	12/11/2020	27894	110404541	ARTGALLERY CONS SALES	\$164.19
<b>UNICORN CRAFTS</b>					<b>Total Check Amount:</b>	<b>\$164.19</b>
V43205	UNICORN METALS	12/11/2020	17181	480515161	ROUND METAL	\$43.84
<b>UNICORN METALS</b>					<b>Total Check Amount:</b>	<b>\$43.84</b>
V43206	UNITED ROTARY BRUSH CORPORATION	12/11/2020	16649	480515161	SWEeper BROOMS (2)	\$247.48
		12/11/2020	16649	480515161	SWEeper BROOM	\$388.54
		12/11/2020	16649	480515161	CREDIT:SWPR BRM MOTOR	(\$511.82)
<b>UNITED ROTARY BRUSH CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$124.20</b>
V43207	WAXIE SANITARY SUPPLY	12/11/2020	3332	911515151	COVID19-DISINFECTANT	\$305.34
<b>WAXIE SANITARY SUPPLY</b>					<b>Total Check Amount:</b>	<b>\$305.34</b>
V43208	WEST COAST ARBORISTS, INC.	12/11/2020	1556	110515142	TREE MNT 9/1-9/15/20	\$5,330.01
<b>WEST COAST ARBORISTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$5,330.01</b>
V43209	WESTERN GOLF PROPERTIES, LLC	12/11/2020	29071	465000000	BRCH HLLS S/TAX NOV20	\$3,026.40
		12/11/2020	29071	465515149	BIRCH HLLS MGMT NOV20	\$137,500.00
		12/11/2020	29071	465000000	BIRCH HLLS TIPS NOV20	\$4,670.89
		12/11/2020	29071	465515149	BIRCH HILLS CGS NOV20	\$16,389.64
		12/11/2020	29071	465515149	BREA CREEK CGS NOV20	\$5,201.78

# City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V43209	WESTERN GOLF PROPERTIES, LLC	12/11/2020	29071	465000000	BREA CRK S/TAX NOV20	\$939.42
		12/11/2020	29071	465515149	BREA CREEK MGMT NOV20	\$51,350.00
<b>WESTERN GOLF PROPERTIES, LLC</b>					<b>Total Check Amount:</b>	<b>\$219,078.13</b>
V43210	RACHEL E. MCCULLOUGH-ZAMORA	12/11/2020	29068	110404541	ARTGALLERY CONS SALES	\$23.80
<b>RACHEL E. MCCULLOUGH-ZAMORA</b>					<b>Total Check Amount:</b>	<b>\$23.80</b>
V43211	ZERO WASTE USA INC/MUTT MITT	12/11/2020	22125	346515112	DOG WASTE BAGS	\$186.12
		12/11/2020	22125	343515112	DOG WASTE BAGS	\$540.46
<b>ZERO WASTE USA INC/MUTT MITT</b>					<b>Total Check Amount:</b>	<b>\$726.58</b>
<b>Voucher Subtotal</b>						<b>\$721,047.68</b>

**TOTAL \$1,130,012.18**