



Finance Committee

Tuesday, October 25, 2022

8:30 a.m.

Executive Conference Room and via Zoom
Brea Civic & Cultural Center

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Cecilia Hupp

The Finance Committee meeting will be held on October 25, 2022 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 p.m. Monday, October 24, 2022 to obtain the Zoom information. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, October 24, 2022. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Administrative Services Department located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **October 11, 2022 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

Minutes 10-11-2022

DISCUSSION

3. **Professional Services Agreement (PSA) with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan Update and Inspection - Approve the Agreement with Bucknam Infrastructure Group, Inc. to provide pavement inspection and pavement management plan services in an amount not-to-exceed \$31,028.00.**

Attachments

PSA

Exhibit A - Proposal

COI

4. Schedule Next Meeting: Tuesday, November, 8, 2022

cc: Mayor Pro Tem Glenn Parker and Council Member Steven Vargas

Special Accommodations

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 10/25/2022
SUBJECT: October 11, 2022 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Minutes 10-11-2022



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, October 11, 2022

8:30 AM

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chief Avery, Kristin Griffith, Michael Ho, David Coleman, Rudy Correa, Faith Madrazo, Daniel Mielke, Alicia Brenner and Joel Valencia.

1. **Matters from the Audience - None**

CONSENT

2. **September 13, 2022 Finance Committee Regular Meeting Minutes – Approved**

DISCUSSION

3. **Purchase of New Fire Apparatus** – *Staff noted that the report going to City Council for consideration will be updated to include budget appropriation language from the City's General Fund excess reserves and the Equipment and Vehicle Maintenance Fund (480). Recommended for City Council approval.*
4. **Schedule Next Meeting: Tuesday, October 25, 2022**

Meeting adjourned: 8:31 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 10/25/2022

SUBJECT: Professional Services Agreement (PSA) with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan Update and Inspection

RECOMMENDATION

Approve the Agreement with Bucknam Infrastructure Group, Inc. to provide pavement inspection and pavement management plan services in an amount not-to-exceed \$31,028.00.

BACKGROUND/DISCUSSION

For the past several years, Bucknam Infrastructure Group, Inc. has provided the City of Brea with a pavement management system to assist staff with managing pavement needs including forecasting budgetary needs; planning rehabilitation projects; tracking rehabilitation histories; and providing information that meets OCTA funding requirements for paving projects.

OCTA guidelines require a Pavement Management Plan update every two years for arterial streets and every six years for residential streets. Spreading the residential street inspection over a six-year period is more cost-effective since there are many more residential street miles than arterial streets. The last arterial and residential street survey was completed in the Fall of 2020. To comply with OCTA requirements, the pavement survey work must be completed before June 2023. The pavement survey follows the Army Corps of Engineers standards in defining the pavement condition rating index (PCI) and the area of the streets (square footage).

Bucknam Infrastructure Group takes this information and provides staff with a breakdown of recommended maintenance and rehabilitation methods, locations, and cost estimates for future street maintenance/improvement projects. Bucknam Infrastructure Group worked with OCTA in the development of the Countywide Pavement Management Program in 2008 and has met the OCTA's pre-qualified pavement inspection requirements. Staff recommends using this vendor based on their extensive knowledge of the County reporting requirements. This experience will ensure the City meets the Renewed M2 requirements and continues to be eligible for Measure M funds.

Preparing the Pavement Management Plan update requires extensive fieldwork to survey street conditions, followed by entry into the program database. Public Works has considered performing this work, but does not have the expertise, equipment, or manpower to complete this type of work without hiring additional staff or purchasing additional equipment. OCTA has specialized reporting and inspection

requirements making contracting this service the most economical choice.
Bucknam Infrastructure Group provides PMP services and has worked with over half of Orange County's local agencies including Brea, Costa Mesa, Cypress, Orange, Huntington Beach, and Irvine, to name a few

SUMMARY/FISCAL IMPACT

A total of \$50,000 is budgeted in the Measure M Fund (260-51-5121-4249) for the Pavement Management Plan biennial update. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Will Wenz, Public Works Superintendent
Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

PSA
Exhibit A - Proposal
COI

PROFESSIONAL SERVICES AGREEMENT # 2022092201
for Pavement Inspection and Pavement Management Plan Services ("Services")

This Agreement is dated **September 22, 2022** for reference purpose and is executed by the **City of Brea** ("City"), a California municipal corporation, and **Bucknam Infrastructure Group, Inc.**, a **California Corporation** ("Contractor").

City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement

RECITALS

A. City requires provision of the Services, all as more fully described in this Agreement.

B. Contractor submitted its proposal dated **September 8, 2022**, attached hereto as **Exhibit A** and incorporated by reference herein ("Proposal").

C. Contractor represents that it is duly licensed and/or otherwise fully authorized by law and has the necessary experience and qualifications to provide such Services, City enters this Agreement in substantial reliance on such experience and qualifications.

D. The Parties enter this Agreement in order to set forth terms and conditions governing Contractor's performance of the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services

A. Contractor shall perform the Services more specifically described in the Proposal, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services" herein.)

2. Term

A. Contractor shall commence performance of the Services **upon being given a written notice to proceed from City** and shall continue until **acceptance and final payment for the Services**, unless sooner terminated as provided herein ("Term").

B. This Agreement may not be extended except by written amendment executed by both parties.

3. Compensation

A. Subject to the limitations herein, City shall pay Contractor for Services satisfactorily rendered according to prices set forth in **the Proposal** and in the manner set forth in **Section 8, Payment**.

B. The Parties agree that full and complete payment for all Services satisfactorily performed shall be the TOTAL, NOT-TO-EXCEED amount of **\$31,028.00** including any and all reimbursables ("Contract Amount").

C. Any work performed in excess of the Services, as set forth in **Section 1, Scope of Services**, without City's prior written approval shall be deemed to have been performed in fulfillment of the requirements of this Agreement and included within the not-to-exceed Contract Amount.

D. Payment for any approved additional work is set forth in **Section 8, Payment**.

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4. Minimum Insurance Requirements

A. **Section 21, Insurance** shall govern in the event of any conflict with the following requirements.

- i. A.M. Best's Rating minimum of A:VII
- ii. \$2,000,000 Commercial General Liability (per occurrence) ^{1, 2}
- iii. \$2,000,000 Automobile Liability (per occurrence) ^{1, 2, 3}
- iv. Statutory Limits Workers' Compensation ^{1, 2, 4}
- v. \$1,000,000 Employer's Liability (per occurrence) ^{1, 2, 4}
- vi. \$1,000,000 Professional Liability (per claim)
- vii. Not required Cyber General Liability (per occurrence) ^{1, 2}

B. Stipulations for the preceding requirements: ¹ Additional Insured required; ² Waiver of Subrogation required; ³ not required if no vehicles are used for Services; ⁴ not required if sole proprietor or if no employees used for Services.

5. Compliance with Law and Industry Standards

A. Contractor shall forthwith undertake and complete Services in accordance with this Agreement, including all attached Exhibits, all Federal, State and City statutes, regulations, ordinances and guidelines, and industry standards, and to the reasonable satisfaction of City.

6. Documents, Reports, Photographs, Drawings

A. Contractor shall supply copies of all required maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents"), as described in **Exhibit A**, to City within the time specified by City and in such numbers as required by City.

7. Subcontracting

A. Contractor shall not subcontract any required performance without City's prior, written consent. In the event any such other persons are authorized by the City to be retained by Contractor, Contractor hereby warrants that such persons shall be fully qualified to perform the Services. Contractor further agrees that Contractor shall remain fully responsible for the performance of this Agreement, whether or not any subcontractor is utilized by Contractor.

8. Payment

A. City agrees to pay Contractor up to the Contract Amount for the satisfactory performance of the Services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Contractor. Payment to Contractor shall be made in accordance with the schedule set forth below. Notwithstanding any other provision herein, City shall retain five percent (5%) of each invoiced amount, pending receipt of all deliverables.

B. Payments to Contractor shall be made by City in accordance with the invoices submitted by Contractor, on a monthly basis for work satisfactorily performed, and such invoices shall be paid within a reasonable time after said invoices are received by City. All charges shall be in accordance with Contractor's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein, (i) in no event shall the total of said invoices exceed the Contract Amount; and (ii) further provided that in no event shall Contractor, or any person claiming by or through Contractor be paid an aggregate amount in excess of the Contract Amount.

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C. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by the City.

D. Additional Services: Any agreement to provide additional services must be in writing, executed by both parties, prior to any work being initiated. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within a reasonable time after said invoices are received by City.

9. Information and Assistance

A. City will provide: (i) information and assistance as reasonably requested by Contractor; (ii) photographically reproducible copies of maps and other publicly available documents which Contractor considers necessary in order to perform the Services; (iii) such information as is generally available from City files applicable to the Services; and (iv) assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Contractor's responsibility to make all initial contact with respect to the gathering of such information.

10. Ownership of Work Product

A. Unless otherwise agreed upon in writing, all concepts, ideas, reports, documents, plans, specifications, and/or other original written material, including any original images, photographs, video files, digital files, and/or other media created or developed for the City by Contractor in the performance of this Agreement, including any and all known and unknown intellectual and/or proprietary rights arising from their creation (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made. Any use of the Work Product by City outside of the scope of this Agreement, shall be at City's risk. Contractor shall not obtain or attempt to obtain copyright or other protection as to any of the Work Product.

B. Contractor hereby assigns to City all ownership rights, including any and all known and unknown intellectual property rights, to the Work Product that are not otherwise vested in the City pursuant to **subsection A**, above.

C. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction,

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or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

11. Termination

A. This Agreement may be terminated by City upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, Contractor shall be paid for services satisfactorily rendered up to the date of service of the Notice, and for any documented out of pocket expenses reasonably incurred by Contractor pursuant to this Agreement. In no event, however, shall Contractor receive more than the Contract Amount. Contractor shall provide to City any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by Contractor as of the date of termination. Contractor may not terminate this Agreement except for cause.

12. Indemnity

A. Contractor and City agree that City, its elected officials, officers employees, agents and volunteers should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City.

B. **For Other Than Design-Professional Services.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this subsection free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, and/or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by the City or any of the other Indemnitees.

C. **For Design Professional Services.** If Contractor's Services hereunder include the performance of design professional services by a "design professional", (as defined below), then to the extent permitted by law, Contractor shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Contractor shall bear legal liability) in the performance of design professional services under this

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Agreement. **Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor pursuant to this subsection, exceed Contractor's proportionate percentage of fault.**

D. For purposes of **subsection C**, above, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

E. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The indemnification obligations set forth herein are binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this Section.

F. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

13. Assignment and Subcontracting

A. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by Contractor without the prior written consent of City.

14. Work Delays

A. In the event that Contractor fails to submit to City all required deliverables, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time required herein, or as may be extended by written consent of the parties hereto, then Contractor shall be in default.

15. Independent Contractor

A. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

B. All work and other Services provided pursuant to this Agreement shall be performed by Contractor or by Contractor's employees or other personnel under Contractor's supervision, and Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Brea business license as required by the Brea City Code. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all

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personnel engaged in performing the Services and compliance with the customary professional standards.

C. All of Contractor's employees and other personnel performing any of the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

D. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of any Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

E. To the maximum extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its elected officials, officers employees, agents and volunteers, from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section, or any of Contractor's personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

16. PERS Compliance and Indemnification

A. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other

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personnel to City to perform any work or other Services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, officers employees, agents and volunteers from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section.

17. Governing Law and Venue

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

18. Attorneys' Fees

A. In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

19. Entire Agreement

A. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. The following order of documents shall govern in the event of any inconsistency or conflict between this Agreement and any Exhibit: this Agreement, then Exhibits.

20. Accounting Records of Contractor

A. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, Contractor shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Contractor's costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

21. Insurance

A. General

i. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

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ii. Without limiting the Agreement Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.

iii. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

iv. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

B. Coverages

i. Commercial General Liability (CGL)

a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.

b. Limits shall be no less than \$2,000,000 per occurrence unless otherwise stated in **Section 4, Minimum Insurance Requirements**.

ii. Products-Completed Operations (PCO)

a. Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

iii. Automobile Liability Insurance (ALI) if required in **Section 4, Minimum Insurance Requirements**.

a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$2,000,000 per occurrence unless otherwise stated in **Section 4, Minimum Insurance Requirements**.

b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:

i) A personal automobile liability policy for the contractor's own vehicle; and

ii) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

iv. Workers' Compensation (WC) if required in **Section 4, Minimum Insurance Requirements**.

a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

b. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:

i) A Self-Employment Affidavit Letter that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance

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in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and

ii) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

v. Professional Liability Insurance (PLI)

a. Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.

b. Limits shall be no less than \$2,000,000 per claim; \$2,000,000 aggregate unless otherwise stated in **Section 4, Minimum Insurance Requirements**.

vi. Cyber Liability if required in **Section 4, Minimum Insurance Requirements**.

a. Cyber liability insuring against any and all financial loss to the City or any other of the Additional Insureds, including bank charges, resulting from unauthorized access to, or theft or destruction of, City data including financial information of any kind, and/or personally identifiable information (PII) controlled, processed, stored, handled, or otherwise utilized by Contractor, with limits not less than \$1,000,000 per occurrence unless otherwise stated in **Section 4, Minimum Insurance Requirements**. This coverage may be provided as part of a professional liability policy.

C. Endorsements

i. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

ii. Commercial General Liability

a. Additional Insured

i) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

ii) Additional Insured Endorsements shall not:

- a) Be limited to "Ongoing Operations"
- b) Exclude "Contractual Liability"
- c) Restrict coverage to the "Sole" liability of Contractor
- d) Exclude "Third-Party-Over Actions"
- e) Contain any other exclusion contrary to the Agreement

iii) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

b. Primary Insurance

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i) This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

iii. Auto Liability

a. Additional Insured

i) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

b. Primary Insurance

i) This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

iv. Workers' Compensation

a. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

D. Insurance Obligations of Contractor

i. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) 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 the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

E. Notice of Cancellation

i. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

F. Waiver of Subrogation

i. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

G. Evidence of Insurance

i. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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ii. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

H. Deductible or Self-Insured Retention

i. Any deductible must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

I. Contractual Liability

i. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

J. Failure to Maintain Coverage

i. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.

ii. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

K. Acceptability of Insurers

i. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

L. Claims Made Policies

i. If "design professional" services include structural design services, and professional liability coverage, including coverage for Construction Defect claims, is written on a claims-made basis, then the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and an extended reporting period shall be provided for a period of at least 10 years from termination or expiration of this Agreement. For all other professional liability coverage provided on a claims-made basis, the extended reporting period shall be not less than three (3) years following termination or expiration, or such other period as approved in writing by the City's Risk Manager.

M. Insurance for Subcontractors

i. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this

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Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

22. California Labor Code Compliance

A. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with the Prevailing Wage Laws. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq. and 1770, et seq., which require the payment of prevailing wages and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). These rates may be obtained at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

i. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Contractor or by any subcontractor under Contractor, in violation of the provisions of this Agreement.

ii. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of the Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

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harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

23. Notices and Designated Representatives

A. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the below individuals and shall be effective upon receipt thereof:

City OF BREa - Project Manager:

Michael Ho
Public Works Director
1 Civic Center Circle
Brea, CA 92821
(714) 990-7698 phone
MichaelH@CityofBrea.net

City OF BREa - City Clerk (if over \$25,000):

Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

Contractor - Representative:

Peter Bucknam - President
Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
(760) 216-6529
peter@bucknam-inc.com


[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Bucknam Infrastructure Group, Inc.

[use this signature block if contractor is a corporation]



Signature

- ☐ Chairperson
☒ President
☐ Vice President



Signature

- ☒ 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.]

[use this signature block if contractor is a limited liability company]

Signature

- ☐ Manager

Signature

- ☐ Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state the firm is managed by only one manager.]

City of Brea

By: _____
Mayor

Attest: _____
City Clerk

PROFESSIONAL SERVICES AGREEMENT # 2022092201
for *Pavement Inspection and Pavement Management Plan Services* ("Services")

EXHIBIT A
CONTRACTOR'S PROPOSAL

ORGANIZATIONAL CERTIFICATE OF
INCORPORATOR OF
BUCKNAM INFRASTRUCTURE GROUP, INC.,
A CALIFORNIA CORPORATION

The undersigned Incorporator, named in the Articles of Incorporation of the above named corporation, in order to record certain actions taken in connection with the organization of this corporation, pursuant to the powers conferred upon the undersigned by Section 210 of the Corporations Code of California, does hereby certify as follows:

ARTICLES FILED

The original Articles of Incorporation of this corporation have been filed in the Office of the California Secretary of State. A certified copy of the Articles, showing the filing date and corporate number, will be inserted in the minute book upon receipt from the Secretary of State.


BYLAWS

The Bylaws for the regulation of the affairs of this corporation, consisting of twenty-three (23) pages, are hereby adopted as the Bylaws of this corporation. The Secretary of this corporation is hereby authorized and directed to see that a certified copy of the Bylaws is kept at the principal office of this corporation.

NUMBER AND APPOINTMENT OF DIRECTORS

The number of Directors authorized by this corporation is one (1).

The following persons are hereby appointed as the First Directors of this corporation until their resignation, removal or their successors are duly elected pursuant to the Bylaws:

<u>Director's Name</u>	<u>Signature Accepting Appointment</u>	<u>Effective Date of Acceptance</u>
Peter Bucknam		June 21, 2011.

The First Directors are hereby vested with the powers of further organization and direction of this corporation, effective upon their acceptance of this appointment.

CORPORATE SEAL

A seal for the corporation is hereby adopted consisting of two concentric circles with the names "BUCKNAM INFRASTRUCTURE GROUP, INC." in the outer circle and the words and figures, "INCORPORATED" and "CALIFORNIA" and the date of incorporation in the inner circle, in the form and figures as follows:

(Affix seal here.)

SHARE CERTIFICATE

The form of share certificate attached hereto is hereby adopted as the share certificate for the corporation.

PRINCIPAL OFFICE LOCATION

The location of the principal office for the transaction of the business of this corporation, until hereafter changed by subsequent action of the Directors, is as follows:

3548 Seagate Way
Suite 230
Oceanside, California 92056.

ELECTION OF OFFICERS

The following persons are hereby elected to the offices set forth opposite their names:

<u>Office</u>	<u>Name</u>	<u>Monthly Salary</u>
President	Peter Bucknam	To Be Determined;
Secretary	Peter Bucknam	To Be Determined;
Chief Financial Officer	Peter Bucknam	To Be Determined.

September 8, 2022

Mr. Will Wenz
Public Works Superintendent
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Subject: Proposal for Pavement Management Program Services (FY 2022-2023)

Dear Will:

It is our pleasure to submit our proposal to assist the City of Brea in the continued, proactive management of your Pavement Management Program (PMP). With the City seeking to move toward stronger infrastructure management methodologies through advanced pavement inspections, neighborhood maintenance scheduling, Capital Improvement reporting (CIP), and GIS management, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in updating a successful PMP. Our team will focus our long-term PMP knowledge, extensive Brea - Orange County experience and GIS/GPS technologies to optimize the City's maintenance dollars by applying a manageable and reliable PMP methodology.

With Bucknam assisting the City with PMP services since 2012, our project staff, again, can be relied upon to provide continued, outstanding service to the City. This will be accomplished by assisting the City in implementing a common-sense neighborhood M&R schedule, formulating a proactive Arterial CIP budget and providing realistic maintenance recommendations. Our firm is unique in that we provide:

- ❖ Relevant and accurate PMP services based on our ongoing work with numerous Los Angeles, Orange County and San Diego local agencies such as:
 - **20 Orange County local agencies; 57% of Orange County local agencies (e.g., Brea, Fountain Valley, Costa Mesa, Placentia, Huntington Beach, Rancho Santa Margarita, Fullerton, Buena Park, Laguna Beach)**
 - 30 Los Angeles County local agencies;
 - 12 San Diego/Inland Empire local agencies; and
 - Army Corps of Engineers ASTM D6433-20 compliant surveying, reporting and pavement analysis on an annual basis;
- ❖ Our project manager has worked within the SoCal Pavement Management industry for over twenty-four (24) years and has worked extensively with MicroPAVER and StreetSaver PMP software's through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient bid documentation;



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP submittal) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational and management services; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com. Mr. Steve Bucknam, P.E. (Principal) will be responsible for project oversight (steve@bucknam.net).

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Brea will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to update a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager



Project Understanding / Approach

As the City of Brea infrastructure matures, the City's staff is striving to update the City's Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP and "neighborhood" budgetary reporting and work history updates within the PMP database. **Bucknam's experience through adherence to scope, schedule and cost have proven itself over the past eighteen (18) years of PMP service to Brea Public Works.**

The City requires a team that will continue to not only resurvey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, essential data for PS&E bid document preparation, stewardship of the PMP, MyRoads®, and the knowledge of the inner workings of the PMP software.

Bucknam will provide these services through our proactive and accurate implementation of your PMP; we will address the City's primary goals of:

- Updating MicroPAVER with 2022 inspections, work history and maintenance data;
- Enhancing the Brea PMP database with 2020 to 2022 work history data entries;
- Surveying 29.5 miles of Arterial, Collector (MPAH) and 33.5 Local and Alley streets; provide variance PCI reporting based upon 2020 PCI's vs. 2022;
 - Verifying / Updating pavement centerline and metric data (PMP vs. GIS);
 - Generating 2022 Pavement Condition Index (PCI) ratings for each segment;
- Developing a proactive preventative slurry seal / overlay maintenance schedules based on existing capital funding;
- Establishing solid recommendations for current / future maintenance needs;
- Utilizing the City's existing funding to generate a baseline seven (7) year Capital Improvement Program (CIP);
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e. Scenarios 1, 2, 3, "actual" budget model, maintain PCI model, etc.

We have defined detailed phases to the scope of work in accordance to the City's RFP;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)



1) Project Implementation

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Brea it will be essential to establish, up front, the Public Works Division (Engineering/Maintenance) pavement management priorities. Our team will set a Project Kickoff meeting with the Public Works Superintendent (Mr. Will Wenz) to further discuss and review in detail the expectations of the project, technical approach, section ID / GIS management & surveys, district/quadrant maintenance, software upgrades & use, deliverables within the scope of work and the review of schedule.

This effort will build consensus between the Maintenance and Public Works staff as well as build stronger ARTERIAL CIP and LOCAL neighborhood maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data; its current and future use, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, software implementation and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours; Field review meetings; Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 6 miles of arterial/local/alley QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2022 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Project Understanding / Scope of Work



Since we are collecting distress information on our field Tablets with the Brea PMP database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Brea's street distress data.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed. **Over the past two years, Bucknam has submitted fifty (50) METRO/OCTA compliant reports for LA and Orange County municipalities, they include:**

Los Angeles County PMP Clients		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Palmdale	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
Gardena		
Orange County PMP Clients (Current)		
Brea	La Palma	RSM
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Laguna Woods	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park		

Our surveys follow the accepted ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff attends the OCTA PMP Distress Training Classes held in each year, 2011 thru 2022.

In February 2022 our staff was acknowledged as “qualified inspectors and firm” to prepare PMP’s compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2024).

Additionally, Bucknam was selected by the Orange County Transportation Authority (OCTA) in July, 2021 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP’s.

Project Understanding / Scope of Work



2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Public Services departments. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (3 field technicians will drive the proactive schedule).

Task Name	20-Sep	4-Oct	18-Oct	31-Oct	14-Nov	28-Nov	12-Dec	25-Dec	8-Jan	22-Jan	5-Feb	18-Feb	4-Mar	18-Mar
BASE SCOPE OF WORK														
1) Project Implementation														
Task 1.1 - Project Kickoff	X													
Assess PMP data / Establish Survey														
Task 1.2 - Project Status Meetings - Quality Control														
Project Status Meetings					X						X			X
2) Client Satisfaction														
Task 2.1 - Project Deliverables					X						X			X
3) Project Schedule														
Task 3.1 - Work Flow/Project Schedule	X													
4) Scope of Work														
Task 4.1 - Update Maintenance and Rehabilitation History														
Assessment of MicroPAVER - Work History														
Task 4.2 - Pavement Condition Surveys														
PCI Reporting					30%			60%		100%				
Quality Control Checks														
Develop Recommended Improvement Program														
Task 4.3 - Maintenance & Rehabilitation and Decision Tree														
Update Maintenance & Rehab Activities														
Task 4.4 - Citywide CIP / OCTA Compliance Reports														
City Review of Draft Final Report														
Project Status Meeting					X						X			X
Delivery of Final CIP Report														
Task 4.5 - PMP-GIS ArcMAP / Mapping														
Task 4.6 - Brea MyRoads PMP Web Portal														
Task 4.7 - As-Needed PMP-GIS Services (Annual)														

With a completed survey, our team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work for fiscal year 2022-23 and beyond.



4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation History

The City will provide Bucknam a complete listing of all major work (overlay, slurry, etc.) in order to update specific section work histories and PCI ratings. Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last update in 2020; this will include work history updates on arterial, locals and alleys.

Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your MicroPAVER software. Once the project is completed, our staff will upload the necessary PMP database files at the City.

Deliverable: Update PMP data, Work History report

TASK 4.2: Pavement Condition Surveys

First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With two years between major inspections it will be essential to verify that all Arterial, Collector and Local segmentation is up-to-date and that section SF quantities are verified, accurate and reliable. This will be completed by utilizing the Bucknam-Fusco cloud-based learning technology (AI) to correct quantify square footages for each pavement section (see sample below).

Bucknam (powered by Fuscoe's unique use of cloud-based learning technology) allows our staff to provide the AI with the City of Brea's most recent aerial image; in doing so, all AC and PCC pavement areas are immediately calculated. This instant calculation is possible due to the cloud-based learning tech's inherent working knowledge of how to recognize pavement surfaces and asphalt types.



This ability will allow Bucknam to obtain the necessary quality control measurements for all Brea PMP segments and to perform segment SF variance reports. This will in turn create a more accurate total centerline / square footage of the Brea network as well as for each unique pavement segments. This AI task is an optional service that can be performed at any time during the project; we have demonstrated the optional task in our proposed fee below.

We will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the Brea PMP database + GIS links (this AI effort can be applied through our optional services (see proposed fee)).

Project Understanding / Scope of Work



Once the pavement segmentation has been assessed and verified, the necessary 60 miles of Arterial, Collector, Local and Alley inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.

Our survey methodology will include the following approach based on the ASTM D6433 guidelines:

1. **Walking** - All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433-20 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to current City requirements.

All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. According to the City's RFP the following pavement sections are to be surveyed for the upcoming 2022 PMP update:

- The inspection of approximately 29.5 centerline miles of Arterial / Collector (MPAH) and 33.5 miles of Local and Alley segments will be performed;
- Recent overlay rehabilitation will reduce total mileage of survey – TBD;

Our use of Tablet-based units allows our staff to collect pavement data with the City of Brea's PMP database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

2. **Field Attribute Data (updated and/or verified)**

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name
- ❖ Historical PCI tracking from previous inspections and 2022 PCI inspections
- ❖ Segment rank, length, width, and total true area of the section

3. **Conditional data will be evaluated for all street segments and will include:**

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ Sampling/conditional data pulled from within edge-of-pavement to edge-of pavement
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress

4. **Section Distress and PCI Reporting**

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Project Understanding / Scope of Work



Our submittal will include:

1. PCI Variance report comparing 2020 PCI's to 2022 PCI's
2. Street centerline miles, lane miles, and pavement area
 - a. Reported as an entire network
 - b. Reported by functional classification (arterial, collector, local)
3. Current street network Pavement Condition Index ratings
 - a. Report as an entire network
 - b. Reported by functional classification (arterial, collector, local)
4. Pavement segment tabular listing for the entire street network
 - a. PCI Report – sorted by PCI (worst to best)
 - b. PCI Report – sorted alphabetically

Deliverable: Citywide PCI Reports (30%, 65% and 100% status PCI reports), PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance and Rehabilitation, History and Decision Tree

We will assist the City in developing the most cost-effective preventative maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.

We will establish/update the Brea MicroPAVER maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within PMP software based on functional class (i.e. arterial, collector, local) and age. Our staff will review the Brea deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class data.

All maintenance practices/unit costs will be integrated into the PMP and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenue projections are made. Our Project Manager and Principal will work closely with the City in defining repair and rehabilitation strategies for each fiscal year as well as establish PMP zones for the street/alley networks. Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.



The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (minimum of three (3) scenarios)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA guidelines
- Local "Neighborhood" fiscal year reporting/improvement scheduling
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 4.4: Citywide CIP / OCTA Compliance Budget Reports

We will deliver the Final Report to the City which will be essential for staff reference / use as well as presented in a way that is beneficial for elected officials/upper management. **This report will assist the City in complying with OCTA.**

The report will be prepared in a format that uses the information delivered by the PMP database in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL, LOCAL and ALLEY Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of at least three (3) budget scenarios that typically include:
 - Future PMP conditions based upon historical funding levels;
 - Identification of annual funding to maintain current after 7-years;
 - Increase current PCI within 7-years;
 - Gradual, Frontloaded, Constrained and Unlimited funding analysis;
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Publication of three budget scenarios within MyRoads® (Bucknam web-portal/dashboard);
- Supporting documentation required by OCTA;
- A detailed breakdown of deferred maintenance (backlog); and

Project Understanding / Scope of Work



- Quality Management Plan document.

Our recommendations will provide guidance to the City on how to implement better preventative maintenance / rehabilitation strategies and/or increase funding through PMP data examples. We will make a presentation of the results from the 2022 PMP update to City personal and/or City Council if necessary-pro bono.

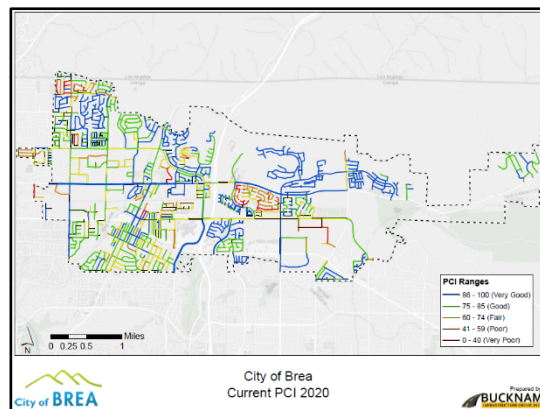
Registered Engineer

Mr. Steve Bucknam, P.E. will review all completed data and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Two (2) copies of the approved Final PMP Report, OCTA compliance form and digital delivery of final project files.

TASK 4.5: PMP – GIS Link / Mapping

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. Bucknam currently has the 2020 PMP-GIS shapefile in-hand; this allows our staff to immediately utilize the file and prepare for internal PMP editing, survey and reporting. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:



- PCI values for every section
- Work History identifications
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification maps

Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER-GIS linkages (street names will be shown on all maps). By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).



TASK 4.6: Brea MyRoads® PMP Web-Portal

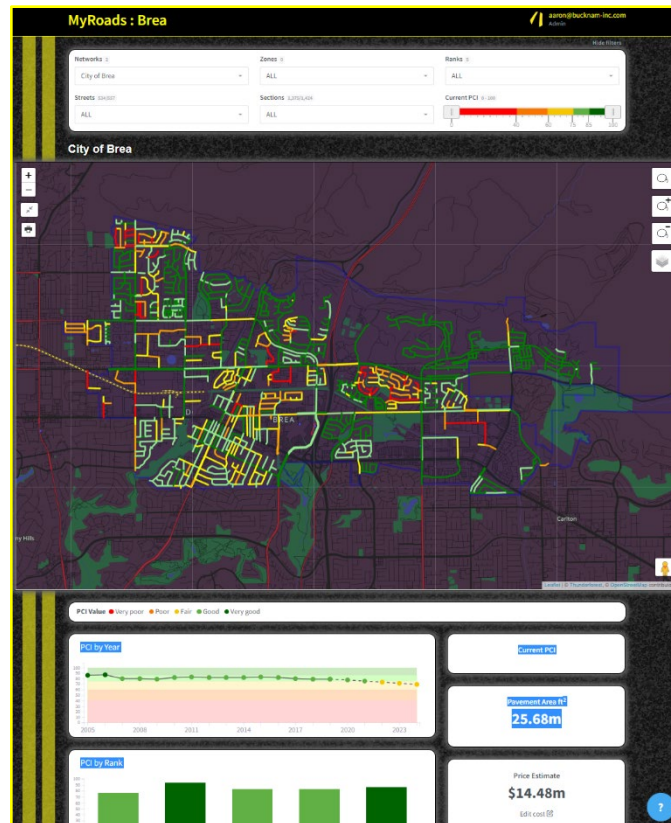
Brea My Roads Web-Portal - Bucknam's proprietary MyRoads® is a great match for the Brea PMP today and the future. **This brings your PMP data to life within a dynamic PMP dashboard!**

Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database.

This "dashboard" allows users to toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.

Bucknam has shown the current Brea MyRoads® account actively working!

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Brea PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.



In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
 - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.
- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Brea staff on the simply use of the MyRoads® dashboard.



Optionals Services

TASK 4.7: As-Needed PMP – GIS Services

Pavement Management Program Support

With the City implementing a biennial PMP management schedule Bucknam will provide annual PMP support that will cover data previously submitted by our staff. If additional services outside the identified scope of work above are requested Bucknam will provide timely and proactive services to the City. Our typical As-Needed services include:

- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.2
- Additional pavement management – GIS mapping
- MicroPAVER / MyRoads® training, operational use
- GIS Enterprise assessment, management, implementation, support

The agreement will include the provision of onsite and telephone support for the City staff.

Deliverable: Remote and on-site technical support

TASK 4.8: Citywide Sidewalk Management Services

Sidewalk Management Program Support

With the City continuing its biennial PMP requirement Bucknam will provide optional Sidewalk Management services at a volume-based reduced fee based on the combined PMP and sidewalk survey schedule. Bucknam will initially need to develop a clear and accurate citywide Sidewalk GIS layer that represents where known sidewalk locations are. This will require Bucknam to digitize sidewalk locations that will be represented by GIS polylines. This first effort will be to update the existing citywide sidewalk polyline layer that will in turn support our sidewalk inspections.

Our staff will utilize the City's available street segmentation data within MicroPAVER to establish the sidewalk segmentation, survey and schedule. Our staff will utilize additional data such as the City's GIS centerline, aerial imagery and other viable data that will assist our internal sidewalk GIS layer development and field operations.

All sidewalk inventory and distress data will be collected through the use of our hand-held GPS units. Through the use of ArcPad, our Trimble GPS unit utilizes a data capture screen to record all inventory and inspection data define by the scope of work. Once the street/pavement segmentation has been assessed and verified, the inspection of approximately 203 miles of sidewalk segments will be performed (based on 80% of each segment having sidewalk on both sides). Bucknam will coordinate the sidewalk and pavement management surveys together for efficiency.

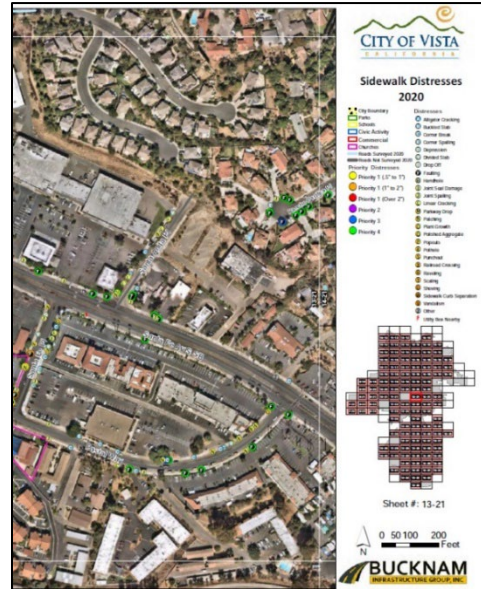
Project Understanding / Scope of Work



Based on previous sidewalk management programs performed for various cities, we have provided the list below demonstrating typical layers and attributes collected during sidewalk inspections:

Sidewalk Distresses Attributes / GIS Data

- House Number – House number closest to distress, if applicable;
- Street Name – Street Name;
- Surface Type – i.e. AC, Brick, Paver, PCC;
- Distress Material Location – sidewalk, C&G, Ramp;
- Vertical displacement – i.e. 1/2" to 1", 1" to 2", 2" or higher
 - Displacement ranges – Defined by City's current Sidewalk Inspection Program (may be changed per discussions with City);
 - Distress Type – i.e. joint faulting, linear cracking, divided slab, buckled slab;
- Sensitive Location – Schools, Parks, City Facilities, etc. Locations to be determined by City Staff;
- Tree – If distress is caused by a tree;
- Utility Box – If distress is caused by a utility box;
 - Utility label/type, if any;
- Length – Length of distress, if applicable;
- Recommended Work – i.e. Grind, Ramp, Replace;
- MicroPAVER ID – Unique ID that corresponds with PMP Street GIS Layer;
- Any hazards or sidewalk damage that may not meet requirements of repair to be noted for future inspections;
- Field notes (if applicable) and inspection date associated with distress priority location;
- Comments – Field for any necessary comments about the distress.



Our use of mobile **GPS Handheld/Tablet units allows our staff to collect sidewalk data with the City of Brea's database live in the field.** At the end of the day all electronic data is transferred to our office for quality control and management. We can produce Sidewalk GIS Distress locations at any time during the survey for City QC and/or review.

Section Distress and Condition Reporting

At 50% and 100% Bucknam will generate Sidewalk / ADA Ramp Location / Distress Reports for City staff review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Deliverable: Defined Priority criteria, updated citywide Sidewalk GIS layer, Citywide Sidewalk Distress Reports, Recommended repairs; GIS Distress/Deficiency maps.

Project Understanding / Scope of Work



Proposed Fee

Task Items 1 through 4 can be accomplished on a **time and materials not to exceed** basis in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$31,028 for a five-month period. Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties. We have included our fee schedule below for the City's consideration.

	Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
	2022 Base Fee	\$295/hr	\$195/hr	\$150/hr	\$150/hr	\$98/hr	\$85/hr	
Task 1	Project Implementation							
Task 1.1	Project Kickoff		2		1			\$540
Task 1.2	Project Status Meetings - Quality Control	1	2		6	16		\$3,153
Task 2	Client Satisfaction							
Task 2.1	Project Deliverables		2	1	2		1	\$925
Task 3	Project Schedule							
Task 3.1	Work Flow / Project Schedule		2		4			\$990
Task 4	Scope of Work							
Task 4.1	Update Maintenance and Rehabilitation History		1		8			\$1,395
Task 4.2	Pavement Condition Survey (approx. 63 miles)		6		12	110		\$13,750
Task 4.3	Maintenance and Rehabilitation and Decision Tree		2					\$390
Task 4.4	Citywide CIP / OCTA Compliance Reports	1	24	1	2		1	\$5,510
Task 4.5	PMP - GIS Link / Mapping		1	10	2			\$1,995
Task 4.6	Brea My Roads PMP Web-Portal							\$700
	Reimbursables (mileage, printing, materials)							\$1,680
	All deliverables will become property of the City of Brea							
	All Tasks are negotiable							
	Total Hours per Staff	2	42	12	37	126	2	
	2022 Total Base Fee	\$ 590	\$ 8,190	\$ 1,800	\$ 5,550	\$ 12,348	\$ 170	\$31,028
	Optional Services							
Task 4.2a	AI SF Calculation of AC/PCC segments (Citywide - 127 miles)							\$7,350
Task 4.7	As-Needed PMP -GIS Services (Annual)							T&M
Task 4.8	Sidewalk Inventory Services (approx. 203 miles of sidewalks)							\$46,700
								(Projected cost per mile - \$225)
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.								
	*Notes / Assumptions:							
	All Tasks - Bucknam will utilize own MicroPAVER 7.0.11 license for project tasks							
	Task 4.2 - Bucknam will utilize minimum 20% sampling rate during surveys							
	All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2024							

Project Understanding / Scope of Work



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	195
Pavement Management Project Manager	195
Management Analyst	170
Project Engineer / Planner	160
Sr. Engineer / Sr. Technician / GIS Manager / Sr. Inspector	150
Assistant Engineer / Technician / GIS Analyst / Inspector	140
CADD Operator	110
Administrative Assistant	105
Field Technician	98
Clerical / Word Processing	85
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$0.72/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 1/1/22



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2022

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 WTW MIDWEST INC 233 S WACKER DR, SUITE 2000 CHICAGO IL 60606		CONTACT NAME: PHONE (A/C, No, Ext): (888) 780-5381 FAX (A/C, No): (866) 828-2424 E-MAIL: Certificate@Hanover.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Ins Co of America NAIC # 31534	
		INSURER B: Hanover Insurance Co 22292	
		INSURER C: Hanover American Ins Co 36064	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

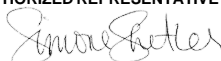
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	OBC A399956 08	09/16/2022	09/16/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	OBC A399956 08	09/16/2022	09/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	OBC A399956 08	09/16/2022	09/16/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WZC A399946 08	09/16/2022	09/16/2023	<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	Architects & Engineers Prof Liab	N	N	LHC H023717 03	09/16/2022	09/16/2023	Claims-Made: \$2M Ea Claim/\$2M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Brea, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by the City of Brea are Additional Insured on the General Liability pursuant to the terms and conditions by form 391-1586. Additional Insured is primary to the extent provided by form 391-1586. Waiver of Subrogation as provided by form 391-1003 (pg 80 of 81) & WC040306. Cancellation Notice will be provided to the Certificate Holder pursuant to endorsement: 401-1235. Such notice is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BREA ATTN: WILL WENZ, PUBLIC WORKS SUPERINTENDENT 1 CIVIC CENTER CIRCLE BREA CA 92821	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 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

- (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
- (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY:**

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:**

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means 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.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to SECTION II - LIABILITY Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

BLANKET AS REQUIRED BY

C O N T R A C T

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
Insured

Policy No. WZC-A399946-08

Endorsement No.

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF BREA 1 CIVIC CENTER CIRCLE BREA, CA 92821	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.