City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, July 18, 2023
6:00 p.m. - Study Session
7:00 p.m. - General Session

***Marty Simonoff**, Mayor* ***Christine Marick**, Mayor Pro Tem*
***Cecilia Hupp**, Council Member* ***Blair Stewart**, Council Member* ***Steven Vargas**, Council Member*

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

Procedures for Addressing the Council
The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.net. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

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

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

STUDY SESSION
6:00 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. **Public Comment**

2. **Clarify Regular Meeting Topics**

DISCUSSION ITEMS

3. **Designate Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, September 20-22, 2023 in Sacramento**

4. **Arovista Park Modernization Project and Funding Update**

REPORT

5. **Council Member Report/Requests**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

6. **Pledge of Allegiance: Boy Scout Troop 723**

7. **Invocation: Pastor Tyler Lemen, Birch St. Friends Church**

8. **Report - Prior Study Session**

9. **Community Announcements**

10. **Matters from the Audience**

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

PUBLIC HEARINGS - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

12. **Zoning Ordinance Text Amendment No. 2023-01: Omnibus Code update amending various chapters of Title 20 of Brea City Code -** Staff recommends that the City Council take the following actions: Waive full reading and introduce Ordinance No. 1241 titled, “An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2023-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination (Attachment A); and Schedule adoption of aforementioned Ordinance at the next regular City Council meeting. The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

13. **Zoning Ordinance Text Amendment No. 2023-02: Housing Element Implementation Program Code Update Amending Various Chapters of Title 20 of Brea City Code** - Staff recommends that the City Council take the following actions: Introduce by title only and waive further reading of an Ordinance No. 1242 approving ZOTA No. 2023-02, amending Title 20, Chapters 20.40, 20.206, and 20.208 of the Brea City Code (BCC) and adding new Chapters 20.52, 20.56, and 20.66 to the Title 20 of the BCC and finding the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); Adopt a Resolution No. 2023-051 approving the revised Affordable Housing Guidelines; and Schedule adoption of aforementioned Ordinance at the next regular City Council meeting. The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

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

14. **Renewal of Ordinance No. 1227, Approving Police Department's Military Equipment Policy** - Introduce by title only and waive further reading of Ordinance No. 1243, An Ordinance of the City of Brea Renewing Ordinance No. 1227 and approving the Police Department's Military Equipment Use policy.

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

CITY COUNCIL - CONSENT

15. **June 20, 2023 City Council Regular Meeting Minutes** - Approve.

16. **Brea-Olinda Unified School District Building Utilities and Services Agreement for Fiscal Years 2023-2028** - Staff recommends that the City Council take the following action: Approve a five-year Building Utilities and Services Agreement with the Brea-Olinda Unified School District for Fiscal Years 2023-2028; and allow the Finance Division to take the necessary budgetary actions to implement the agreement.

17. **Accept a $96,093.80 California Highway Patrol Cannabis Tax Fund Grant Program Award for DUI Enforcement Training** - Adopt Resolution No. 2023-052 accepting a State of California Cannabis Tax Fund Grant Program (CTFGP) Award for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, in the amount of $96,093.80, for the one-year grant program which begins July 1, 2023, and ends June 30, 2024. There is no negative impact to the City's General Fund as all costs related to the grant's performance will be fully reimbursed by the State.

18. **Approval of Fiscal Year 2023-24 Property Tax Rate to Fund the City's Paramedic Program** - Approve Resolution No. 2023-053, fixing the rate of tax upon the taxable property within the City of Brea for the Fiscal Year 2023-24 necessary to maintain a mobile intensive care program known as paramedics within the area of the City of Brea and certifying said rate of taxation to the Orange County Auditor-Controller. The estimated paramedic tax levy, net of the amount retained by the Successor Agency, is projected to generate $5,340,765 to the City of Brea in Fiscal Year 2023-24. The revenue collected will cover approximately 78.3% of the $6,817,196 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of $1,105,699 and other revenue sources in the amount of $370,732.

19. **Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2023-24** - Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed $1,378,000 for various City vehicle and equipment described in the Annual Vehicles Replacement Plan for Fiscal Year (FY) 2023-24. The City Council adopted Fiscal Year 2023-24 Budget has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works Department, Equipment Maintenance Division.

20. **Award Contract to International Line Builders, Inc. dba ILB Electric, for the Traffic Signal Modification Project, CIP No. 7717** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, International Line Builders, Inc. dba ILB Electric, in the amount of $335,940.00 Base Bid (Schedule A) and Additive Bid (Schedule B); and Authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 10% of the Contract Price. Funding for the project has been allocated in the FY 2023-2024 CIP Project budget. There is no fiscal impact to the General Fund.

21. **Award Contract to Sol Construction, Inc. in the amount of $779,353.00 for the Berry Street Reservoir Ring Road Rehabilitation, CIP No. 7965** - Approve the Plans and Specifications; Receive bid; Award Contract to the lowest responsive and responsible bidder, Sol Construction, Inc. in the amount of $779,353.00; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price. Funding for the project has been allocated in the FY 2023-2024 CIP Project budget. There is no fiscal impact to the General Fund.

22. **Award Contract to R.J. Noble Company for the Brea Boulevard Street Improvements W. Juniper St. to Imperial Highway (SR90), CIP Project No. 7299** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, R.J. Noble Company in the amount of $758,639.45; and Authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 10% of the Contract Price.Funding for the project has been allocated in the FY 2023-2024 CIP Project budget. There is no fiscal impact to the General Fund.

23. **Purchase Replacement Network Hardware, Network (Host) Servers and Storage Area Network (SAN) for the City's virtual network** - Authorize the City's Purchasing Agent or Designee to procure the replacement of Network Servers and Storage Area Network (SAN) in the amount of $135,812.36. Funding for this upgrade was reviewed as part of the decision packages and appropriated in the Fixed Asset Replacement Fund (182) for the Fiscal Year 2023-24.

24. **Authorize the Purchase of Playground Equipment and Shade Structures for the Arovista Park Modernization Project, CIP 7978 -** 1) Approve the purchase of playground equipment from Landscape Structures for a total of $189,582.00; 2) Approve the purchase of shade structures from Landscape Structures for a total of $446,937.00; and 3) Authorize the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of ten percent of the total purchase price and authorize a vendor or manufacturer change for an approved equal. Funding is available in the CIP budget.

25. **June 16, 23, and 30 City Disbursement Registers** - Receive and file.

CITY/ SUCCESSOR AGENCY - CONSENT

26. **June 30, 2023 Successor Agency Disbursement Register** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

27. **City Manager**

28. **City Attorney**

29. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Designate Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, September 20-22, 2023 in Sacramento

RESPECTFULLY SUBMITTED:

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

Attachments

Attachment

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023, Sacramento SAFE Credit Union Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' event and meeting policy in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____ Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

What's new in 2023?

- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Zoning Ordinance Text Amendment No. 2023-01: Omnibus Code update amending various chapters of Title 20 of Brea City Code

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Waive full reading and introduce Ordinance No. 1241 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2023-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination (Attachment A); and
2. Schedule adoption of aforementioned Ordinance at the next regular City Council meeting.

BACKGROUND/DISCUSSION

The Zoning Code requires periodic updates to ensure consistency between City policies and State law, to improve clarity, and to better serve the public. As such, staff has identified a number of provisions in the Zoning Code that need to be amended due to recent shifts in policy and trend, new laws and regulations, or changes to other sections of the Code. The main goals for this omnibus amendment are to provide internal consistency within the Code, modernize the Code to be reflective of good planning practices and recent City Council policy actions, and achieve consistency with recent State laws. If approved, the proposed amendments will be adopted as part of an "omnibus" ordinance, which includes updates to 26 chapters of the Zoning Code.

Proposed Amendments

The proposed amendments can be categorized into seven topic areas. The following provides an overview of the proposed amendments, divided into different topic areas:

Amendment #1: Permitted Land Uses and Definitions

The Zoning Code includes at least 21 different lists of permitted, conditionally permitted, and prohibited land uses, based on standards established for the 21 base zoning districts. Based on this existing structure of the Code, there are several issues related to readability, inconsistency between land use terms, usage of outdated and redundant land use terms, and missing definitions. These issues greatly reduce usability of the Code, and as such, an update to the Code to address these issues would be beneficial to both the City and the members of the public.

In order to address these issues, a new chapter (Chapter 20.11) is proposed, which includes a master land use table that comprehensively lists all permitted, conditionally permitted, and prohibited land uses within all 21 base zoning districts. Concurrently, Chapters 20.200, 20.206, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244,

20.248, 20.252, 20.256, 20.258, 20.259, and 20.261 are amended to remove the existing list of permitted, conditionally permitted, and prohibited land uses and to add references to the newly created Chapter 20.11. In addition, Chapter 20.00 of the Code would be amended to update the definitions associated with the land uses currently referenced in the Code and to introduce a new format by introducing new subsections. The below image shows an excerpt of the new master land use table.

Excerpt of the New Master Land Use Table

TABLE 20.11.020.A. PERMITTED LAND USES TABLE

P: Permitted by Right
C: Conditional Use Permit Required
--: Prohibited

NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
RESIDENTIAL USES																						
Accessory Buildings and Structures	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	(1) In HR Zoning district, accessory building/structure is limited to 600 sq. ft.
Accessory Dwelling Unit	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Subject to requirements of Chapter 20.52 of this Title.
Accessory Dwelling Unit, Junior	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Junior accessory dwelling units are only permitted on a lot with an existing or proposed single-family dwelling. (2) Subject to requirements of Chapter 20.52 of this Title.
Boarding House	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	
Caretaker Unit	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	(1) Permitted only as an accessory use to a principal permitted use within the zone
Community Care Facility, Small	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	
Dwelling, Multi-Family	--	--	--	--	P	P	--	--	--	--	--	--	--	--	--	C	C	C	--	--	C	(1) In PF Zoning district, such dwelling unit is subject to development standards of R-2 Zoning District. (2) Refer to Section 20.11.020.D.
Dwelling, Single-Family Attached	--	P	--	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) In R-1 (5,000) and R-2 Zoning districts, two-story developments may be permitted only if the second story is an integral part of the first-floor unit. No separate second story dwelling unit shall be permitted. (2) In PF Zoning district, such dwelling unit is subject to development standards of R-2 Zoning District.
Dwelling, Single-Family Detached	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) Mobile homes cannot be used as a residence. (2) In PF Zoning district, such dwelling unit is subject to development standards of R-1 Zoning District.
Dwelling, Two-Unit Development	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	

Amendment #2: Minimum Parking Requirements

The existing minimum parking requirements table (Parking Table), found in Section 20.080.040 of the Zoning Code, requires an update as there are existing inconsistencies between the land use terms used in the Parking Table and the land use terms found in the existing permitted land use lists. In addition, the existing Parking Table does not provide corresponding standards for many of the land uses currently listed in the Code. Most importantly, the proposed updates related to the permitted land uses and definitions as described in Amendment #1 section above creates additional discrepancies in the Parking Table.

As such, the existing Parking Table is proposed to be replaced with a new table. The new table includes minimum parking requirements for every land use type listed in the new master land use table included in the new Chapter 20.11. In creating the new parking table, the Code's existing parking requirements were utilized for the most land uses that were updated, separated, or combined from the existing land use list. For a very limited number of land use types where the existing Code does not provide minimum parking requirements (e.g. stables, ranches), the proposed new minimum parking requirements are based staff's research of other local jurisdictions' minimum parking standards applicable to similar land uses. In addition, the proposed amendment clarifies that the term "floor area" used in the minimum parking requirement calculation refers to "gross" floor area.

Amendment #3: Tree Preservation Standards

Per the City Council topics identified for the year 2023, a new chapter (Chapter 20.74) would be added, which would establish a City-wide tree preservation standard for certain native

trees. A few key points of the proposed standard are summarized below.

Applicability	Parcels/combine project area that is equal or greater than 20,000 square feet
Protected Trees	Quercus varieties (**Oak**); Salix varieties (**Willow**); Platanus varieties (**Sycamore**); Hesperocyparis forbesii (**Tecate Cypress**); Juglans californica (**Southern California Black Walnut**); Populus trichocarpa (**Black Cottonwood**); Populus fremontii (**Fremont Cottonwood**); Alnus rhombifolia (**White Alder**)
	Minimum DBH required: • 6 inches for single trunk and 12 inches for multi-trunk • Exception: no minimum required for Hesperocyparis forbesii (Tecate Cypress)
Permit Requirement	Tree Permit required to remove/relocate protected tree; Subject to findings (i.e. health of the tree, impact on existing/proposed development, human life, or personal property, fire prevention)
Replacement Requirement	Replacement ratio varies from 2:1 to 7:1, depending on the size of the protected tree being removed
Monitoring Requirement	The replaced/relocated protected tree is required to continually monitored for five years.

Amendment #4: Off-Site Advertising Signs
"Billboards," or off-site advertising signs, is defined as signs that advertise or display information about any business, industry, service, product or event that is not conducted on the site in which such sign is located. In recent years, other cities in the region (i.e. Fountain Valley, Fullerton, Buena Park, Placentia) have started to allow such signs on limited basis, in recognition of advancement in sign technology and potential revenue these signs could generate for local jurisdictions. Similarly, the City Council recently approved a development agreement for a development project (Brea Mall Redevelopment Project), which identified provision of freeway-oriented off-site advertising signs, in which the City is a part of revenue sharing, as a community benefit.

In order to implement the City Council's recent action, Chapter 20.28 is amended to reclassify the term "billboards" as "off-site advertising signs," define "electronic signs" and "freeway oriented of-site advertising signs," and to include a provision to allow off-site advertising signs within non-residentially zoned properties and public right-of-way located in proximity to State freeways. The proposed amendments were further updated since the Planning Commission's review in order to further incorporate the Commission's comments related to potential light pollution and proliferation. As proposed, such signs would only be allowed with an approval of a conditional use permit and the operation of such signs would be limited up to five years (for electronic signs) or two years (for other signs), unless longer duration is permitted through an approval of a development agreement. In addition, a number of objective standards for such signs are also proposed, which includes, but not limited to, separation requirement, height standard, utility placement, number of sign face, maintenance requirement, lighting level, and, etc.

Amendment #5: Height of Detached Accessory Structures
Detached accessory structures (e.g. pool houses, garages, additional guest rooms, etc.) are typically allowed to be located closer to the property lines than the main dwelling unit, and as such, taller detached accessory structures have potential to create visual and privacy impacts to neighboring properties. Since the Zoning Code currently allows such structures to be as high as 30 to 35 feet in residential zoning districts, there is a need to consider implementing lower maximum height limit for these types of structures.

As such, Chapters 20.208, 20.212 and 20.216 of the Code are proposed to be amended to establish a separate height limit of 18 feet for detached accessory structures. This new standard would apply to all single-family zoning districts that currently do not have such standard (R-1, R1-H, and R-1 (5,000) zones), along with R-2 Multiple Family Residential Zone. R-2 Zone is included because a number of developments that were developed as single-family neighborhoods currently exist in R-2 zoning district.

Amendment #6: Large Family Day Care Homes
A large family day care home is a home where an occupant of the residence provides care and supervision for nine to 14 children that are less than 18 years of age for periods of fewer than 24 hours per day. Since 2019, the State law requires cities to consider such homes as a residential use and prohibits cities from imposing any regulatory requirements. However, the Zoning Code currently is not consistent with this State law as the Chapter 20.284 of the Code specifies several regulatory requirements for large family day care homes. As such, Chapter 20.284 of the Code would be repealed and removed from the Code in its entirety to comply with the State law.

Amendment #7: Other Minor Updates
Staff has identified a number of sections in the Zoning Code that have errors and incorrect/incomplete references, which requires an update to improve the internal consistency within the Code. Specifically, Chapters 20.04, 20.206, 20.208, 20.220, 20.236, 20.252, and 20.258 would be amended to ensure consistency between the abbreviation and name of each zoning districts, to replace the outdated terms, and to replace/remove incorrect and missing references.

More detailed analysis of the proposed amendments is provided in the June 13, 2023 Planning Commission staff report (Attachment B). In addition, the redlines associated with above listed amendments, which show deletions in **~~strikethrough~~** and additions in **underlines** (Redline), can be found in the Exhibit A of the Planning Commission Resolution No. 2023-05 (http://weblink.cityofbrea.net/weblink/0/doc/149196/Page1.aspx). The clean version of the proposed amendments, which includes updates to the Redline version of the proposed amendment that were determined by the City Attorney to be not substantial, can be found in the draft Ordinance (Attachment A). A table summarizing the proposed amendments as described in this Section of the report, which also provides specific section numbers of both the Redline and the draft Ordinance that applies to each topic areas, is provided as Attachment C.

Environmental Assessment
The proposed project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed amendment to the Zoning Code is exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments are intended to provide consistency between land uses, definitions, and parking requirements, establish tree preservation standards, allow off-site advertising signs, establish maximum height limitation for detached accessory structures, update the Zoning Code to be consistent with recent State laws and clarify certain Zoning ordinance provisions and address existing grammatical errors, incorrect references and internal inconsistency, without approving any developments. As such, the proposed amendments will not have a significant effect on the environment. Any future developments (i.e. new off-site advertising sign) would be subject to CEQA review.

Public Notice and Comments
This Project was noticed in accordance with the City's public noticing requirements, which involved publication in the Brea Star-Progress. The public hearing notice for this Project is provided as Attachment

D. As of the writing of this report, staff has not received public comments.

COMMISSION/COMMITTEE RECOMMENDATION

On July 18, 2023, the Planning Commission, on 5-0 vote, approved a resolution recommending approval of the Project. In doing so, the Planning Commission also made a recommendation to the City Council to consider expanding the applicability of the tree preservation standards to properties located within the Sphere of Influence. The June 13, 2023 Planning Commission draft meeting minutes is Attachment E.

FISCAL IMPACT/SUMMARY

The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Joanne Hwang, AICP, City Planner
Concurrence: Jason Killebrew, Community Development Director

Attachments

A. Draft Ordinance for ZOTA No. 2023-01
B. June 13, 2023 PC Staff Report
C. Summary of Amendments Table
D. Public Hearing Notice
E. June 13, 2023 PC Draft Meeting Minutes

ORDINANCE NO. 1241

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE BREA CITY CODE BY ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. ZOTA 2023-01 (OMNIBUS ZONING CODE UPDATE) AND APPROVING A CEQA EXEMPTION DETERMINATION

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

A. RECITALS:

(i) Pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, safety, and welfare of the City and its residents.

(ii) Pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq.) and the State of California Guidelines for Implementation of the California Environmental Quality Act ("CEQA Guidelines") (14 C.C.R. § 15000 et seq.), the City is the "lead agency" for the preparation and consideration of environmental documents for this Ordinance.

(iii) On June 13, 2023, the Planning Commission conducted a duly noticed public hearing concerning Zoning Ordinance Text Amendment (ZOTA) No. 2023-01 and adopted its Resolution No. 2023-05 recommending approval by the City Council.

(iv) On July 18, 2023, the City Council conducted a duly noticed public hearing concerning ZOTA No. 2023-01, as set forth in this Ordinance. It is the intent of the City Council in adopting this Ordinance to update various Zoning Code provisions to: provide consistency between land uses, definitions, and parking requirements; establish tree preservation standards; allow off-site advertising signs under limited circumstances;

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establish maximum height limitations for detached accessory structures; update the Zoning Code to be consistent with recent State laws; and clarify certain Zoning Code provisions and address existing grammatical errors, incorrect references, and internal inconsistency.

(v) Adoption of this Ordinance is consistent with the General Plan as it implements the General Plan by updating the Zoning Code to provide consistency between land uses, definitions and parking requirements, adding clarification on certain provisions, and addressing existing errors and inconsistencies. In addition, the proposed amendments address an existing inconsistency with State law related to Large Family Daycares, bringing the City further into compliance. Lastly, the proposed amendments are consistent with the General Plan Goals CD-21, CD-22, and CD-23 as it provides additional development standards that are more consistent with residential neighborhoods, protects native trees, and provides additional opportunities for the City to expand its revenue base in a method that is consistent with current market trend.

(vi) This Ordinance is a matter of citywide importance and necessary for the preservation and protection of the public peace, health, safety and welfare of the community and is a valid exercise of the local police power and in accord with State law.

(vii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. <u>ORDINANCE:</u>

<u>SECTION 1</u>. The City Council finds that the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

<u>SECTION 2.</u> Subsection B (Specific Definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20

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(Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. Specific definitions.

1. “A” Words, Terms and Land Uses

ABATEMENT. An action taken to reduce, relieve, or suppress another continuing action.

ABUT or ABUTTING LAND. A parcel having a common boundary with another parcel, including parcels that have a common corner.

ABUTTING. Two (2) or more lots or parcels of land sharing a common boundary line, or two (2) or more objects in contact with each other.

ACCESS or ACCESS WAY. The place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property, parking space or use as required by this Zoning Code.

ACCESSORY BUILDING. A detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

ACCESSORY DWELLING UNIT. An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

ACCESSORY DWELLING UNIT, JUNIOR. A unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. An ACCESSORY DWELLING UNIT, JUNIOR may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

ACCESSORY LIVING QUARTERS. Living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

ACCESSORY RETAIL USES. The retail sales of various products (including food) in a store or similar facility that is located within a health care, hotel, office, or industrial complex for the purpose of serving employees or customers, and is not visible from a public street. These uses include gift shops, pharmacies, and food service establishments within hospitals; convenience stores, and food service establishments within hotel, office, and industrial complexes.

ACCESSORY STRUCTURE. A structure that is clearly incidental to and detached from a principal building on the same lot and subordinate to the principal building.

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ACCESSORY USE. A use incidental, related, appropriate, and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the zone.

ACCESSORY USES AND STRUCTURES (RESIDENTIAL LAND USE). Includes any use that is customarily part of, and clearly incidental and secondary to a residence and does not change the character of the residential use. These uses include accessory structures (detached patio covers, garages, gazebos, greenhouses, hot tubs, spas, and swimming pools, studios, workshops, and similar structures). Includes home satellite dish antennas of eighteen (18) inches or less in diameter, and other receiving antennas for earth-based TV and radio broadcasts (larger satellite dish antennas, and broadcast and receiving antennas for ham radio and commercial applications, are included under the definition of WIRELESS TELECOMMUNICATIONS FACILITIES).

ACREAGE, GROSS. The total land area within the lot lines of a parcel of land before the deduction of areas for public rights-of-way, public parks, public school sites, and any easement(s) constituting a substantial impairment of the fee.

ACREAGE, NET. The area within the lot lines of a parcel of land after all deductions are made. Deductions include public rights-of-way, public parks, public school sites, and any easement constituting a substantial impairment of the fee.

ADDITION. Any construction that is attached to an existing structure and that increases the size or capacity of a structure in terms of site coverage, height, length, width, or gross floor area.

ADJACENT. Two (2) or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or two (2) or more subjects that lie near or close to each other.

ADJOINING. Refers to a parcel that shares all or part of a common lot line with another parcel or that is directly across a street, private street or access easement, or right-of-way (other than a freeway or principal arterial) from a parcel.

ADMISSION CHARGE. A tangible benefit, monetary or otherwise, which is expressly or impliedly required as a condition of admittance to a party. Customary courtesies and clearly non- commercial activity such as gifts by guests and voluntary sharing of expenses for meals shall not be considered to be an ADMISSION CHARGE. ADMISSION CHARGE shall not include donations for political, community service, charitable or religious purposes.

ADULT ENTERTAINMENT BUSINESS. A place of business as defined in Section 20.44.020 of this title.

ADVISORY AGENCY. The City Planning Commission which is herein designated as the advisory agency to the City Council on all matters related to zoning and use of land and structures.

AFFORDABLE PERIOD. The length of time a dwelling unit is required to remain within the affordable price range as specified by § 20.40 of this title.

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AGRICULTURE, INDUSTRIAL. Commercial and industrial agriculture uses that that could potentially generate excessive noise, fumes, odors or other operating conditions that would impact adjacent land uses, such as slaughter houses, feed yards, hog farms, fertilizer works, bone yards, plants for the rendering of animal matter or similar uses. Such uses must be conducted entirely within a building.

AGRICULTURE, LIMITED. Private, non-commercial greenhouses, horticultural collections, flower gardens, growing of vegetable crops and fruit trees, and other similar activities.

AGRICULTURE, MAJOR. Commercial livestock farms, dairy farms, aviaries, or similar uses as determined by the Community Development Director. This use does not include slaughter houses, feed yards, hog farms, fertilizer works, bone yards, plants for the rendering of animal matter or similar uses.

AGRICULTURE, MINOR. Cultivation of commercial agricultural products, including, but not limited to, growing of field crops, trees, vegetables, fruits, berries, and nursery stock, and other similar items as determined by the Community Development Director. May include structures that supports such cultivation, such as greenhouses, along with seasonal fruit and vegetable roadside stands if located on the same site upon which said fruit and vegetables are grown.

ALCOHOLIC BEVERAGE SALES, OFF-SALE. Commercial establishments that sells alcoholic beverages of all types for off-site consumption. This use can be an accessory use to a different principal use permitted within a zone.

ALCOHOLIC BEVERAGE SALES, ON-SALE. Commercial establishments that sell alcoholic beverages of all types for consumption within the building in which they are sold or in an accessory outdoor dining area. Typical uses include bars and restaurants that serve alcoholic beverages. This use can be an accessory use to a different principal use permitted within a zone.

ALCOHOLIC BEVERAGE MANUFACTURING. Commercial establishments that produce or manufacture alcoholic beverages of all types. Businesses under this use class may sell alcohol produced or manufactured on the alcoholic beverage manufacturer's licensed premises for On-Sale or Off-Sale consumption. Typical uses include breweries, distilleries and wineries. Tasting rooms or tap rooms may be included in conjunction with the manufacturing.

ALLEY. A narrow service way, either public or private, that provides a permanently reserved but secondary means of public access. Alleys are not intended for general traffic circulation, but for services and delivery access. Alleys typically are located along rear property lines.

ALTERNATIVE TRANSPORTATION MODES. Any mode of travel that serves as an alternative to the single occupant vehicle. This can include all forms of ridesharing such as carpooling or vanpooling, as well as public transit, bicycling, or walking.

AMBULANCE SERVICES. Facilities that offer a service of providing vehicles for transporting the sick or injured. Overnight storage of such vehicles is included, but vehicle maintenance is not. Does not include Helipads.

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AMENDMENT. A change in the wording, context, or substance of this Zoning Code, the General Plan, or specific plans or a change in the zoning district boundaries of the official zoning map. See Chapter 20.74 (Amendments).

ANIMALS, BOARDING/KENNEL (COMMERCIAL). Any lot, building, structure, enclosure, premises, or a portion thereof, that provides overnight shelter, care, boarding and training for household pets and other small animals on a commercial basis.

ANIMALS, BOARDING/KENNEL (NONCOMMERCIAL). Any lot, building, structure, enclosure, premises, or a portion thereof located within a residential zoning district, that provides general care, breeding, or overnight accommodation of more household pets than are allowed as an accessory use to a residential use, but does not include the care, breeding, day care or accommodation of large animals, such as horses, sheep or hogs.

ANIMALS, GROOMING AND DAYCARES. Commercial establishments for the grooming of household pets. This use classification includes temporary boarding of such animals without overnight accommodations, such as days cares. Overnight stays based on emergency circumstances are allowed, not to exceed 48 hours.

ANIMALS, RANCHES. Any lot or portions of a lot used for grazing by animals of equine, bovine, ovine, or caprine family.

ANIMALS, STABLES. Any lot or portions of a lot with facilities used for commercial riding and/or boarding of horses, mules or ponies.

ANIMALS, VETERINARY CLINIC/HOSPITAL. This use class consists of facilities that provides medical and/or surgical treatment of household pets, but does not include animal breeding, boarding, or keeping animals overnight except for purposes of medical treatment.

ANTENNA. Any system of poles, reflecting discs, rods, wires, or similar devices that is external to or attached to the exterior of any structure and that is used for the transmission, reception, or both of electromagnetic waves.

ANTENNA, AMATEUR RADIO. Any antenna used to receive and/or transmit radio signals on the amateur radio bandwidth, as designated by the Federal Communications Commission.

APARTMENT. Two (2) or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit in a structure containing three (3) or more dwelling units for rent.

APPEAL. A process for the review of decisions rendered by the Director or the Planning Agency.

APPLICABLE DEVELOPMENT PROJECT. Any new development project that is determined to meet or exceed the employment threshold using the criteria contained in § 20.08.050.B. of this title.

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ATTACHED BUILDING. A building having at least five (5) lineal feet of wall serving as a common wall with the building to which it is attached, or connected thereto by a continuous roof at least eight (8) feet wide.

ATTACHED UNIT. A single dwelling unit attached to one (1) or more units by common vertical walls.

AUDITORIUMS AND MEETING PLACES. Indoor facilities for public or private assembly, including auditoriums, exhibition and convention halls, meeting halls and similar assembly uses.

AUTOMATED TELLER MACHINES (ATM'S). A pedestrian-oriented or vehicle-oriented machine used by bank and financial service patrons for conducting transactions including deposits, withdrawals, and fund transfers, without contact with financial institution personnel.

AUTOMOTIVE, PARKING LOTS/STRUCTURES. Parking lots or parking structures, either publicly or privately owned, used for parking of operative vehicles for customer or public. If such lot or structure is a principal use of the site, it is considered to include any customer or public use off-street parking required by this Title.

AUTOMOTIVE, PARTS/SUPPLY SALES. Retail stores that sell new motor vehicle parts, tires, and accessories. Does not include any vehicle maintenance or parts installation services or activities.

AUTOMOTIVE, RECHARGING FACILITIES. A commercial facility offering equipment to recharge electric vehicles (EV).

AUTOMOTIVE, RENTAL. A commercial facility that provides rental of automobiles, including storage and incidental maintenance of rental vehicles, but excluding maintenance requiring pneumatic lifts.

AUTOMOTIVE, REPAIR, (MAJOR). Commercial facilities that are engaged primarily in substantial repair of automobiles and other vehicles such as boats, recreational vehicles and water-sport vehicles, such as major body or paint work, major transmission and engine repair/rebuilding, vehicle restorations, upholstering, frame work, welding, and other similar services.

AUTOMOTIVE, REPAIR, (MINOR). Commercial facilities that conduct routine and incidental repair services of automobiles and other vehicles such as boats, recreational vehicles and water-sport vehicles that are less extensive. Typical services include smog check, quick-service oil, tune-up, brake and wheel service, accessory and tire installation and service, engine adjustments, electrical work, front-end alignment, stereo installation, window tinting, and other similar services, where all repair services are conducted in enclosed bays, no vehicles are stored overnight, and there are no outdoor storage of any materials, parts, and/or equipment.

AUTOMOTIVE, SALES AND LEASING. Facilities that consists of the established place of business operated by a "dealer" for the sale and long-term lease of new or used automobiles, boats, recreational vehicles, motorcycles or

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motorized scooters for profit, including automobile auction facilities and the accessory onsite outdoor storage of vehicles for sale, lease or rent. Typical land uses are car lots where vehicles displayed for sale typically include advertising. The term "dealer" is defined in the California Vehicle Code.

AUTOMOTIVE, SALES AND LEASING (LIMITED). Offices for businesses or establishments operated by a "dealer" for the purchase or offering to purchase, the sale or offering to sell, consigned to be sold, "brokering", or otherwise dealing in used motor vehicles at either retail or wholesale within an enclosed structure, where any outdoor vehicle storage/display is limited to one (1) vehicle only. This use does not include any vehicle maintenance or repair work. This use class includes "autobroker" or "auto buying service", as defined in Section 166 of the California Vehicle Code.

AUTOMOTIVE, SERVICE STATIONS. Commercial establishments that sells fuel for motor vehicles, commonly referred to as gasoline stations. Also includes establishments selling alternative fuels (e.g. LPG, Hydrogen, etc.), except electronic vehicle charging. May include ancillary convenience retail and other automobile services.

AUTOMOTIVE, TOWING SERVICE. Commercial establishments providing vehicle towing services. Overnight storage of operational towing vehicles is included, but overnight storage of towed vehicles is not included.

AUTOMOTIVE, WASHING AND DETAILING. Commercial establishments providing hand-operated, self-service, or mechanical automobile washing services, and may include detailing.

AVERAGE SLOPE. Average percent slope “S” is computed by the formula: S = (0.00229 I L)/A where S = average percent slope, I = contour interval, in feet*, L = summation of length of contours, in feet, and A = area in acres of parcel being considered. *Calculations of average percent slope should be based upon accurate topographic surveys using a contour interval no greater than ten (10) feet and a horizontal map scale of one (1) inch to two hundred (200) feet or larger.

2. “B” Words, Terms and Land Uses

BALANCE. The cutting and filling of a site which does not require the export or import of earth material.

BARS AND NIGHTCLUBS. Commercial establishments that primarily serve alcoholic beverages to be consumed on-premises, with or without food service, from which minors are excluded by law, and which requires a "public premises" type license issued by the California Department of Alcoholic Beverage Control. It also consists of establishments that serve alcohol and may provide opportunities for music, dancing and other forms of entertainment, including cabarets. Typical land uses include night clubs, bars with entertainment, and bars. Does not include Adult Entertainment Business.

BASEMENT. A portion of a structure that is partly or wholly below grade. A basement shall be counted as a story for the purpose of height measurement where more than one-half of its height is above grade.

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BEDROOM. Any separate room normally used for sleeping purposes, whether designated as a bedroom or as a den, study, library, bonus room, media room, or other similar term, specifically excluding dining room, living room, kitchen, hall, and bathroom.

BEGINNING OF CONSTRUCTION. The incorporation of labor and material within the foundation of the building or buildings.

BERM or BERMING. A mound of earth or series of connected mounds that are artificially graded and created to form a small topographic feature for purposes of aesthetic enhancement, sound attenuation, landscape interest, or any combination thereof.

BEST MANAGEMENT PLAN (BMP). Any program, technology, process, siting, criteria, operational methods, measures, or engineered systems, which when implemented prevent, control, remove or reduce pollution to the maximum extent practicable.

BIOSWALES. Open channels possessing a dense cover of grasses and other herbaceous plants through which runoff is directed during storm events. Above ground plant parts (stems, leaves, and stolons) retard flow and thereby encourage particulates and their associated pollutants to settle. The pollutants are then incorporated into the soil where they may be immobilized and/or decomposed.

BLOCK (FRONTAGE). The properties abutting on one (1) side of a street and lying between the nearest two (2) intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way, unsubdivided land or watercourse.

BOARDING HOUSES. A building, or portion thereof, where lodging is provided for persons, with or without meals for monetary or non-monetary compensation, on a commercial basis, for typical stays of more than seven (7) consecutive nights with no cooking facilities in the guest rooms. This use class does not include short-term residential rental use of a property, as specified in Chapter 20.71.

BORROW. Earth material acquired from an off- site location for the use in grading on a site.

BORROW PIT. Any place or premises where dirt, soil, sand, gravel or other material is removed by excavation or otherwise below the grade of surrounding land for any purpose other than that necessary and incidental to grading or to building construction or operation on the premises.

BUFFER. Open spaces, landscaped areas, fences, walls, berms, or a combination of these or similar elements, used to physically and visually separate a more intense use from a less intense use in order to mitigate the negative impacts of the more intense use (e.g., dust, glare, light, noise, odor, etc.). An appropriate buffer may vary depending on uses, districts, size, etc.

BUILDING or PARCEL COVERAGE. See SITE COVERAGE.

BUILDING FRONTAGE. That side of a structure containing the main entrance for pedestrian entrance and exit. If more than one (1) main entrance exists, the

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entrance that more nearly faces, or is oriented to, the street of highest classification as portrayed in the Circulation Element of the General Plan, shall be considered the building frontage. If all streets are of the same classification, the side of the structure with the smallest horizontal lineal dimension containing a main entrance shall be considered the building frontage.

BUILDING HEIGHT. The vertical distance from the grade to the highest point of the coping of a flat roof or the deck line of a mansard roof or to the highest point of the highest gable of a pitch or hip roof, but exclusive of air conditioners, chimneys, vents, or other incidental appurtenances.

BUILDING LINE. A line on private property, established by ordinance which regulates the location of buildings and/or structures as they relate to the rights-of-way of alleys, streets, highways, railways and drainage channels.

BUILDING, MAIN. A building within which is conducted the principal use permitted on the lot, as provided by this title.

BUILDING SITE. The ground area of a building or buildings, together with all open spaces, as required by this title.

BUS SHELTERS. Any structure located in the public right-of-way that covers or contains bus benches and is designed primarily for the protection and convenience of bus passengers.

3. “C” Words, Terms and Land Uses

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Cal. Pub. Res. Code §§ 21000 et seq. requires that state, regional, county, and local agencies to conduct environmental review for any discretionary activity proposed to be carried out or approved by those agencies.

CARETAKER HOUSING UNIT. A dwelling unit per lot, occupied and used of caretaker/employees for the sole purpose of providing security, maintenance or similar services for an allowable use located on that lot.

CARPORT. An accessory use consisting of an open-sided, roofed structure, whether attached to or detached from a structure, established for the parking of motor vehicles.

CATERING SERVICES. An establishment that prepares and delivers food and beverages for off-site consumption. A catering service may contain kitchen facilities and may also provide dining supplies (e.g., beverage dispensers, place settings, and tablecloths).

CEMETERY. A place where the remains of dead people are buried or otherwise interred.

CITY. The City of Brea, referred to in this Zoning Code as the "City."

CITY COUNCIL. The Brea City Council, referred to in this Zoning Code as the "Council."

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CLUBS OR LODGES. Headquarters-type meeting facilities and similar places used by an association of people organized for some common, typically non-profit, purpose to pursue common activities, goals, or interests and usually. characterized by certain membership qualifications, payment of dues, regular meetings, a constitution, and by-laws.

COMMERCIAL VEHICLE. Any vehicle classified by the State of California as a commercial vehicle in compliance with Cal. Vehicle Code § 260 and vehicles that have a gross vehicle weight of more than twelve thousand (12,000) pounds.

COMMON PROPERTY. A parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners and occupants of the individual building sites in a Planned Unit Development.

COMMUNICATION ANTENNA. Any type of apparatus or device that is designed for the purpose of receiving or transmitting radio waves, microwaves, and television signals.

COMMUNITY CARE FACILITY, LARGE. A building or portion thereof, designed or used for a residential care facility, both licensed and/or certified by the State and unlicensed, that provides non-medical care, services, counseling or supervision to seven (7) or more children or adults, including, but not limited to, persons who are physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. Such facilities include community care facilities as defined in California Health and Safety Code Section 1502, and other similar State licensed care facilities.

COMMUNITY CARE FACILITY, SMALL. A building or portion thereof, designed or used for a residential facility, both licensed and/or certified by the State or unlicensed, that provides non-medical care, services, counseling or supervision to six (6) or fewer children or adults, including, but not limited to, persons who are physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. Such facilities include community care facilities as defined in California Health and Safety Code Section 1502, and other similar State licensed care facilities.

COMMUNITY FACILITY, PUBLIC. Public or quasi-public facilities, including, but not limited to, community meeting and cultural facilities, community centers, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, planetarium, libraries and museums.

COMPLETELY ENCLOSED STRUCTURE. A building enclosed by a permanent roof and by solid exterior walls pierced only by windows and customary entrances and exit doors.

COMPUTER INTERNET FACILITIY. Commercial establishments that, for compensation, provide for public use of computers or electronic communication devices to which computers are connected, for the purpose of providing its patrons with access to the Internet, e-mail, video games played over the Internet, or other computer game software. Also commonly referred to as PC cafes or zones,

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internet cafes or zones, cyber cafes or cyber centers or other similar descriptors or uses.

CONDITIONAL USE. A use or occupancy of a structure, or a use of land, allowed within a zoning district subject to conditions and standards for the location or operation of the use as specified in this Zoning Code and authorized by the Council.

CONDITIONAL USE PERMIT. A permit issued by the applicable review authority allowing a use to be carried out in a particular zoning district that is not a use permitted by right. See § 20.408.030 (Conditional Use Permits).

CONDOMINIUMS. As defined by Cal. Civ. Code § 951(f), a development where undivided interest in common in a portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

CONDOMINIUM CONVERSION. The development of land and existing structures as a condominium, regardless of the present or prior use of the land or structures, and regardless of whether substantial improvements have been made to the structures.

CONTAINER. A bin, used either for nonresidential or private residential purposes, provided by an approved solid waste collector for the accumulation and collection of solid waste, recyclable materials, and green waste from any premises in the city.

CONTOUR. A line drawn on a plan which connects all points of equal elevation.

CONTOUR GRADING. Similar to conventional grading except the slopes are curvilinear (in plan) rather than linear, the gradients are unvarying, and the profiles are planer. Transition zones and slope intersections generally have some rounding applied resulting in pad configurations that are mildly curvilinear. (Please see Illustration 1 in the Appendix following this chapter.) (Ord. 948, passed 2-1-94)

CONVALESCENT/REST HOMES. This use class consists of facilities providing nursing, dietary and/or other personal services on a twenty-four (24) hour basis for convalescents, invalids and/or aged persons who are unable to care for themselves, requiring regular medical attention (commonly referred to as a "nursing home" or "hospice"). This use does not include providing surgery or primary treatments that are customarily provided in hospitals.

CONVENIENCE STORES/MINI-MARKETS. A high-volume retail facility that sells a variety of products for consumption off-premises, including but not limited to food and beverages, household goods, magazines, snacks, and other similar items. May include the incidental sale of food items on site. These stores may be part of a service station or an independent facility.

CONVENTIONAL GRADING. Grading characterized by essentially linear (in plan), planar slopes surfaces with unvarying gradients and angular-slope intersections resulting in pad configurations that are rectangular and uncommonly

DRAFT

found in natural slopes. (Please see Illustration 2 in the Appendix following this chapter.)

CORNER CUT-OFF. The provision for maintenance of adequate and safe visibility for vehicular and pedestrian traffic at all intersections of streets, alleys, or private driveways.

COVERAGE. See BUILDING or PARCEL COVERAGE.

COURT. An open unoccupied space, other than a yard on the same lot with a building or buildings and bounded on three (3) or more sides by such building and/or buildings.

CRIB WALL. Soil retention wall system composed of concrete material in a cross-hatch pattern with rectangular openings for plants to grow.

CUSTOM LOT. A lot that contains at least ten thousand (10,000) square feet of pad and on which a custom-designed structure will be built.

CUT. A portion of land surface or areas from which the earth has been removed or will be removed by excavation; the depth below the original ground surface or excavating surface.

CUT AND FILL. The excavating of earth material in one (1) place and depositing of it as fill in an adjacent place.

4. “D” Words, Terms, and Land Uses

DANCING AND LIVE ENTERTAINMENT. A commercial facility where patrons come to dance to live or recorded music or simply enjoy entertainment performed by live entertainers.

DAY CARE CENTERS. Commercial facilities that provide care and supervision of children less than eighteen (18) years of age for periods of less than twenty-four (24) hours and as defined in Section 1596.76 of the California Health and Safety Code and as they may be amended. Such facilities are licensed by the California State Department of Social Services. This use does not include small and large family daycare homes as defined by Section 1596.78 of the California Health and Safety Code. This use also includes an establishment or home that provides care, protection and supervision of adults, aged eighteen (18) or older, for periods of less than twenty-four (24) hours per day, while the guardians of such adults are away.

DAYLIGHT LINE. The line between finished grade and natural terrain drawn by connecting points where proposed contours meet existing contours.

DEDICATION. The turning over by an owner or developer of private land for public use, and the acceptance of land for the stated use by the governmental agency having jurisdiction over the public function for which it will be used. Dedications for roads, parks, school sites, or other public uses often are made conditions for approval of a development by the city.

DEFENSIBLE SPACE. The area between a structure and a potential oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and

DRAFT

which provides an opportunity to effectively defend the structure. This is also known as SURVIVABLE SPACE.

DENSITY. The total number of permanent residential dwelling units for each acre of land, exclusive of all existing public streets and rights-of-way.

DENSITY BONUSES. As defined by Cal. Gov't Code §§ 65915 et seq., an increased residential density over the maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable housing units.

DEPARTMENT. The City of Brea Department of Community Development, referred to in this Zoning Code as the "Department."

DESIGNATED HISTORIC RESOURCES. Resources within the city limits that have special historic, cultural, aesthetic, or architectural character, interest, or value as part of the development, heritage, or history of the city, region, state, or nation and that have been nominated and designated pursuant to Chapter 20.60 of this title, or listed in the California State Historic Landmarks, or in the National Register of Historic Places.

DETACHED UNIT. A dwelling that is not connected or any way attached to any other dwelling unit.

DETENTION BASINS. A basin for the temporary storage of stormwater in a best management practice, which is used to control the peak discharge rates, and which provides gravity settling of pollutants.

DEVELOPER. A person, firm, corporation, partnership, or association who proposed to develop or subdivide real property for oneself or others.

(Ord. 905, passed 5-21-91; Am. Ord. 1089, passed 3-7-06)

DEVELOPMENT AGREEMENTS. An agreement duly entered into in compliance with state law (Cal. Gov't Code §§ 65864 et seq.). See Chapter 20.66 (Development Agreements).

DEVELOPMENT PROJECT. A project in which one or more lots or parcels of land are to be developed or redeveloped as a coordinated site for a complex of uses, units, or structures including, planned development and/or cluster development for residential, commercial, institutional, recreational, open space, and/or mixed uses.

DIRECTOR.. The Community Development Director. Where this staff title is no longer used by the city, the staff position most closely associated with this position, as determined by the City Manager, shall be the designated authority.

DOMESTICATED ANIMAL. Any animal customarily kept by humans as household pets (e.g., dogs, cats, birds, rabbits, hamsters, mice, turtles, etc.). Does not include farm animal or wild animal.

DRIP LINE. Area around the tree trunk that generally includes the spread of the tree branches. It also may refer to that area around a structure that is beneath the roof overhang.

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DRIVE-THROUGH FACILITY. A facility that are designed or operated to serve a patron who is seated in an automobile or similar vehicle. This use class is intended to be applied in conjunction with another use class that defines the service or goods being provided.

DRIVEWAY. A private roadway or access way providing direct vehicular access to an approved garage, parking lot, or parking space. A driveway shall not count as open space.

DROUGHT-TOLERANT PLANT MATERIALS. Those plants that tolerate heavy clay to sandy soil with the use of limited supplemental water. These plants are able to thrive with deep, infrequent watering once their root systems are established (three (3) to twelve (12) month average time period). These plants include those that naturally grow in areas of limited natural water supply (native and non-native plant species) and are adaptable to weather and soil conditions prevalent in the city.

DWELLING. A building or portion thereof designed and used exclusively for residential occupancy including one (1) family, two (2) family, and multiple dwellings, but not including hotels, boarding and rooming houses.

DWELLING, MULTI-FAMILY. A structure, or portion of a structure, providing occupancy for two (2) or more dwelling units within the same structure, located on a single lot, each with its own kitchen and bathroom facilities, including, but not limited to, apartments and condominiums. May include other accessory facilities within the development, such as a leasing office, recreation amenities, etc.

DWELLING, SINGLE-FAMILY, ATTACHED. A group of attached single-family dwelling units in a row of at least two (2) units, in which each unit has its own front and rear access to the outside, no unit is located on top of another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls. Also commonly referred to as townhouses, row houses. The shared wall or walls extend from the foundation to the roof with adjoining dwelling units to form a property. Each dwelling unit typically has individual utility systems (e.g. plumbing, heating/cooling, etc.).

DWELLING, SINGLE-FAMILY DETACHED. A stand-alone structure containing no more than one (1) dwelling unit, with open space on all four sides . A single-family dwelling unit contains only one (1) kitchen.

DWELLING UNIT. A mobile home or structure or portion thereof, including a manufactured home or portion thereof, which contains eating and sleeping areas, sanitation as required by the Municipal Code, and one (1) kitchen area, and which is designed or used for the shelter or housing of one (1) or more persons.

5. “E” Words, Terms and Land Uses

EARTHWORK. Excavation and embankment of earth.

EDGE. The perimeter areas of a development plan.

EDUCATIONAL INSTITUTIONS, GENERAL. Public and private educational facilities for primary, secondary, or adult education, including kindergarten,

DRAFT

elementary, junior high/middle, high schools, and colleges/universities, operated by a private entity, but excluding those classified as Educational Institutions, Trade.

EFFECTIVE BULK. The effective visual bulk of a structure when seen from a distance or from above or below.

EDUCATIONAL INSTITUTION, TRADE. Business, secretarial, and vocational schools operated by a private entity, offering specialized courses to adult students in trade, business, technical, and other similar subjects. Includes specialized non-degree granting schools.

EDUCATIONAL INSTITUTION, TUTORING. This use class consists of primary or secondary education tutoring facilities with maximum teacher to student ratio of 10:1 at any given time to receive supplemental instruction of academic courses. No classrooms or large group sessions are included as part of these facilities.

ELECTRONIC, RADIO, STEREO, TELEVISION, AND/OR VIDEO EQUIPMENT SALES. See RETAIL STORE, GENERAL MERCHANDISE.

ELEVATION. Vertical distance in feet above sea level.

EMERGENCY SHELTER. A facility that provides immediate and short-term housing and may offer supplemental services to homeless persons or families on a first-come first-serve basis where people must vacate the facility each morning and have no guaranteed bed for the next night. Supplemental services may include counseling, food, and access to social programs.

EMPLOYEE. Any person employed by a firm, person(s), business, educational institution, nonprofit agency or corporation, government agency, or other entity.

EMPLOYEE HOUSING. A housing accommodation that meets the definition of a "employee housing" in the California Health and Safety Code Section 17008 and as they may be amended, that provides housing accommodation to six (6) or fewer persons.

EMPLOYER. Any person(s), firm, business, educational institution, government agency, nonprofit agency or corporation, or other entity, and may either be a property owner or tenant of an applicable development project.

EMPLOYMENT GENERATION FACTORS. Refers to factors developed for use by the jurisdiction for projecting the potential employment of any proposed new development project.

ENTERTAINMENT VENUE. Indoor facilities that provide group entertainment as a primary business, other than sporting events, including movie and live-performance theaters, comedy clubs, concert halls, studios with live audiences not classified as adult entertainment business and other similar uses.

EROSION. The process by which the soil and rock components of the earth's crust are worn away and removed from one place to another by natural forces such as weathering, solution, and transportation.

EXCAVATION. The removal of earth material, including soil and rocks.

DRAFT

EXPORT. Excess earth material that is removed from a grading project and deposited off-site.

6. “F” Words, Terms and Land Uses

FACE OF CURB. The location at which the pavement section of a street ends and curb begins.

FACILITY(IES). The total of all buildings, structures, and grounds that encompass a worksite, at either single or multiple locations, that comprises or is associated with an applicable development project.

FAMILY. One (1) or more persons living together as a single housekeeping unit in a dwelling unit, or any residential care facility or group home, shall be permitted as allowed under state and federal law. See SINGLE HOUSEKEEPING UNIT.

FRATERNITY/SORORITY HOUSE. A building containing sleeping rooms, bathrooms, common rooms, and a central kitchen and dining room maintained exclusively for members and their guests or visitors and affiliated with a college or university.

FENCES. A solid or open barrier other than a wall above ground intended to enclose or mark a boundary, usually made of posts and wire or wood.

FILL. The depositing of soil, rock or other materials by other than natural means.

FINANCIAL INSTITUTIONS. Commercial establishments that provide retail financial services to individuals and businesses, including, but not limited to, banks, savings and loan, credit unions, and other similar uses.

FINISH GRADE. The final elevation of the ground surface after development, which is in conformance with the approved plans.

FLOOR AREA, GROSS. See GROSS FLOOR AREA.

FLOOR AREA RATIO (FAR). The total gross area of all structures on a parcel divided by the parcel area (FAR). For the purpose of calculating floor area, floor area shall:

1. Not include carports, elevator shafts, exterior courts, and garages; and
2. Be calculated based on the exterior faces of walls.

FUEL MODIFICATION ZONE (FMZ). A fuel modification zone is a wide strip of land where combustible vegetation has been removed and/or modified and partially or totally replaced with drought-tolerant, fire-resistive plants to provide an acceptable level of risk from wildland fires.

7. “G” Words, Terms and Land Uses

GARAGE. Any detached accessory building, or an accessory portion of a principal building enclosed on three (3) sides by permanent walls, having a roof and a vehicle entrance door, and designed to be used primarily for the shelter and

DRAFT

storage of motor vehicles owned or operated by the occupants of the principal buildings.

GARAGE, PRIVATE. Any detached accessory building, or an accessory portion of a principal building enclosed on three (3) sides by permanent walls, having a roof and a vehicle entrance door, and designed to be used primarily for the shelter and storage of motor vehicles owned or operated by the occupants of the principal buildings.

GARAGES, PUBLIC. A structure other than a private garage where vehicles are parked or stored for hire or remuneration.

GARDEN CENTERS AND NURSERY. Commercial agricultural establishments engaged in the production of ornamental plants and other nursery products, grown under cover or outdoors. Includes stores selling these products, nursery stock, lawn and garden supplies, and commercial scale greenhouses other similar items. A use that is conducted entirely within an enclosed building is considered as RETAIL SALES, GENERAL.

GENERAL PLAN. The General Plan of the City of Brea adopted in compliance with Cal. Gov't Code §§ 65301 et seq. and adopted by the Council.

GEOGRIDS. Net-shaped, synthetic, polymer-coated fibers that are used to reinforce earth-fill slope, wall, and base layer construction. Incorporated in the base layers of paved or finished surfaces, or in surface layers of walls and slopes, they provide a stabilizing force within the soil structure itself.

GOLF COURSE. A site that consists of golf courses and related uses, such as driving ranges, refreshment services, locker rooms, limited sales of golf supplies and accessories, social areas, and eating and drinking facilities for members, users and guests. A stand-alone miniature golf and golf ranges are not included.

GOVERNMENT FACILITY. Facilities owned or operated by a governmental entity (e.g., city, county, state, or federal government), including, but not limited to, administrative, clerical, direct service-related, or public contact offices, together with storage and maintenance of government vehicles. This classification includes post offices.

GOVERNOR'S APPEAL BOARD. A board formed to review the appeal by an applicant, of an off- site hazardous waste facility land use decision disapproved by the city or one (1) or more conditions of approval placed on an approved off-site hazardous waste facility, or an appeal by an interested person, based solely on the ground that the conditions imposed do not adequately protect the public health, safety, or welfare.

GRADE. The average level of the finished ground surfaces surrounding a structure.

GRADING. To bring an existing surface to a designed form by excavating, filling, or landforming operations.

GROSS ACREAGE. See ACREAGE, GROSS.

DRAFT

GROSS FLOOR AREA. The area included within the surrounding exterior finish wall surface of a structure or portion thereof, exclusive of courtyards.

GUEST HOUSE. This term shall mean ACCESSORY LIVING QUARTERS. Living quarters within a detached accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

GUEST ROOM. A single room with or without bath and without kitchen or cooking facilities, of permanent type construction, and attached to the main dwelling or an accessory building, which room is intended and used primarily for temporary guests of the occupants of the main building on the building site on which such guest room is located, and not rented or otherwise used as a separate dwelling.

8. “H” Words, Terms and Land Uses

HARDSCAPE. Decorative elements that may be combined with landscaping to satisfy the landscaping requirements of this Zoning Code. HARDSCAPE elements include, but are not necessarily limited to, natural features (e.g., rock and stone) and structural features (e.g., art works, benches, fences, fountains, reflecting pools, screens, swimming pools, and walls) and crushed granite.

HAZARDOUS WASTE. A waste, or combination of wastes, which because of its quantity, concentration, toxicity, corrosiveness, mutagenicity, or inflammability, or physical, chemical, or infectious characteristics may:

1. Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or

2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

HAZARDOUS WASTE FACILITY, OFF-SITE. Any structures, other appurtenances and improvements on the land that is being used for treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste that is or operated under a permit, or under an interim status pursuant to the Cal. Health & Safety Code. Such facility may include, but not limited to, the following:

1. Incineration facility (i.e., rotary kiln, fluid bed, etc.);

2. Residual repository (receives only residuals from hazardous waste treatment facilities);

3. Stabilization/solidification facilities;

4. Chemical oxidation facilities;

5. Neutralization/precipitation facilities; or

6. Transfer/storage facilities.”

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HEALTH/FITNESS CENTERS. Fitness facilities, gymnasiums, health and athletic clubs, which may include accessory sauna, swimming pool, spa, or hot tub facilities; handball, indoor tennis, racquetball, and other indoor sports activities.

HEALTH AND SAFETY ASSESSMENT. A technical and environmental evaluation of a proposed hazardous waste facility, site, and surrounding area prior to approval of a local permit. The assessment will consider the qualities and the physical and chemical characteristics of the specific types of waste that would be handled. The assessment will include a hydraulic evaluation as well as risks due to flooding, earthquakes, and potential water or air pollution. It is not intended that the Health and Safety Assessment duplicate information developed for an environmental impact report or risk assessments required under local, state, and federal regulations.

HELIPAD AND HELIPORT. This use class consists of facilities for a landing and takeoff place for helicopters used for private, commercial or medical purposes. Maintenance, servicing, refueling, parking or storage of helicopters is permitted only at heliports.

HILLSIDE AREA. Any property containing slope areas of ten percent (10%) or greater.

HISTORIC RESOURCE. Any improvement listed in the Brea Historic Resources Register, as established in § 20.60.040.

HOME OCCUPATIONS. A clearly accessory commercial activity or business service conducted in a residential dwelling unit, only by residents of the unit, in a manner clearly incidental to the residential character of the site and surrounding neighborhood.

HORIZONTAL AND VERTICAL BUILDING ENVELOPES. The maximum width and height of a structure based on minimum setback requirements and maximum building height limitations for the zone within which the project is located. These envelopes may be utilized to evaluate visual impacts when specific architectural plans are not provided for subdivision review.

HOTELS. A building, or group of buildings, with guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other temporary lodging. Such rooms or suites are not used as the legal residence or principal dwelling place of the occupant(s), except for one (1) or more caretaker/manager residential unit(s). Guest units are typically reached from a common entrance, but may also be reached directly from the outside of the building. This use includes incidental services that are customarily provided by a hotel, for the convenience of hotel guests (e.g., food service, recreational facilities, and retail services), public banquet, meeting, and reception rooms, and accessory guest facilities (e.g., elevators, indoor athletic facilities, swimming pools, and tennis courts).

HOUSEHOLD. One (1) or more persons occupying a dwelling.

HOUSEHOLD PET. Any domesticated animal normally kept as a pet.

DRAFT

HYDROZONES. Areas in an irrigation system that necessitate specific watering requirements due to plant material type.

9. “I” Words, Terms and Land Uses

IMMOBILE POPULATIONS. Schools, hospitals, convalescent homes, prisons, facilities for the mentally ill, or other similar facilities.

IMPACT AREA. Area(s) where natural ground surface is impacted or disturbed by grading activities.

IMPERVIOUS. Land surfaces which do not allow, or minimally allow, the penetration of water.

IMPROVEMENT. Any construction, building, landscaping, or paving activity which materially adds to the value of a facility, substantially extends its useful life, or adapts it to new uses. Repairs performed for the purpose of maintaining a facility in good operating condition but which do not materially add to the value of a facility or substantially extend its useful life are not considered improvements.

INDUSTRIAL, LIMITED. Facilities that consists of manufacturing, assembling, treating, packaging and wholesaling of goods that are parts from previously prepared materials or finished products. All operations shall be conducted entirely within an enclosed building. This use Includes incidental warehousing of such products but excludes warehousing/storage as a primary use, basic industrial processing and custom manufacturing.

INDUSTRIAL, MAJOR. This use class consists of moderate to heavy manufacturing, assembling, repairing, testing, processing, warehousing, wholesaling, and research or treatment of goods predominantly from raw materials. All operations shall be conducted entirely within an enclosed building. This classification includes uses that could potentially generate excessive noise, fumes, odors or other operating conditions that would impact adjacent land uses, or operations involving large furnaces, plating, or lacquering. This use classification includes product distribution centers that are larger than 200,000 square feet.

INDUSTRIAL, MINOR. Facilities that consists of the manufacturing, assembling, repairing, testing, processing, warehousing, wholesaling, and research or treatment of goods from fabricated items or raw materials which are lower in intensity, clean and are generally more compatible when located adjacent to commercial areas. All operations are conducted entirely within an enclosed building. This classification does not include, uses that generate excessive noise, fumes, odors or other operating conditions that would impact adjacent land uses, or operations involving large furnaces, plating, or lacquering. Typical uses include the manufacture of clothing, furniture, electronic equipment, novelty items, and toys; cleaning plants; machine shops; powder coating; food processing; and product distribution centers that are 200,000 square feet or smaller.

INDUSTRIAL, OUTDOOR OPERATION. Industrial facilities where their operations is predominantly conducted outdoors. This use does not include

DRAFT

accessory outdoor storage incidental to a principal industrial use within an enclosed building.

INDUSTRIAL, OUTDOOR STORAGE YARDS. Facilities that consists of outdoor storage of trucks, equipment, and construction or maintenance materials as principal use. This use class also consists of facilities for outdoor storage of oversized and recreational vehicles. Minor and incidental repairs of the stored items, loading facilities and management offices are also included, but retail sale of the items is excluded. Typical uses include contractors' storage yards and vehicle storage yards. This use does not include accessory outdoor storage incidental to a primary enclosed industrial use.

INSTITUTIONAL USES. An organizational use of a public character including charitable, cultural, educational, government, medical, non-profit, religious, scientific research, social, and sometimes recreational or entertainment uses.

INTERESTED PERSONS. A person who participates in one (1) or more public meetings or hearings held to consider an application for a conditional use permit or any land use decision for a project. Participation includes, but is not limited to, attendance, submission of questions, or giving oral and written testimony at a meeting or hearing.

INTERMEDIATE SLOPES. Two to one (2:1) slopes less than ten (10) vertical feet in height used chiefly for utilitarian purposes and are not readily visible such as side slopes and buried water tanks.

INVASIVE SPECIES. Non-native species whose introduction does or is likely to cause economic or environmental harm or harm to human health and which tend to disrupt natural ecosystems by displacing native species.

10. “J” Words, Terms and Land Uses

JURISDICTIONAL WETLANDS. Wetlands that fall under the authority of the U.S. Army Corps of Engineers under § 404 of the U.S. Water Act.

11. “K” Words, Terms and Land Uses

KITCHEN. Any room, all or part of which is designed and/or used for cooking, refrigeration, storage, and the preparation of food and which contains any combination of facilities of sufficient size for the preparation of meals:

1. A cooking appliance,
2. A refrigeration facility, and
3. One (1) or more sinks.

KNOLL. A small natural round hill or mound.

12. “L” Words, Terms and Land Uses

LAND USE DECISION. A discretionary decision by the city concerning a project, including, but not limited to, the issuance of a land use permit or a conditional use permit, the granting of a variance, the subdivision of property, and the modification of existing property lines.

DRAFT

LANDFORM GRADING. Characterized by a variety of shapes including convex and concave forms that mimic stable natural slopes. They are non-linear in plan view, have varying slope gradients, and significant transition zones between human-made and natural slopes resulting in pad configurations that are irregular. (Please see Illustration 3 in the Appendix following this chapter.)

LANDFORM PLANTING. A landscaping concept which replicates natural landscape patterns found in hillside conditions including irregular visual planes when viewed in cross section, propensity for plant groupings in valleys as opposed to ridges, etc.

LANDSCAPE AREA. Part of the property exclusively set aside for living plant materials and associated non-living ornamental materials such as mulch, fencing, walls or decorative rock.

LANDSCAPING. Areas devoted to, or developed and maintained predominantly with, native or exotic plant materials including lawn, ground cover, trees, shrubs, and other plant materials. Landscaping may also include small amounts of accessory decorative outdoor landscape elements (e.g., hardscape) (e.g., fountains, paved or decorated surfaces, and pools), all of which are suitably designed, selected, installed, and maintained to enhance a site.

LANDSCAPING SCREEN. The planting and continued maintenance of a compact screen of evergreen shrubbery forming a physical barrier or enclosure not less than six (6) feet in height, composed of materials selected from the city's list of acceptable screen landscaping plant materials. Minimum size of materials planted shall be as specified on the city list. An adequate irrigation system is required.

LEVEL OF SERVICE (LOS). A measure of the operational quality of a road or intersection ranging from LOS A (best) to LOS F (worst).

LIQUOR STORES. A retail store that is primarily devoted to the selling of alcoholic beverages for consumption off the premises.

LIVE/WORK UNIT. A dwelling unit that is integrated with working space occupied and utilized by a single housekeeping unit in a structure that has been modified and/or designed to accommodate joint residential occupancy and work activity. Such unit includes complete kitchen and sanitary facilities in compliance with applicable building standards and working space reserved for and regularly used by one or more occupants of the unit. In a Live/Work Unit, areas devoted to residential living does not exceed 50 percent of the total floor area of the unit.

LOADED STREET. A street from which a private driveway or driveways takes direct access.

LOADING SPACE. An off-street space or berth that is on the same parcel as the structure(s) it services; abuts a street, alley, or other appropriate means of access; and is used for the temporary parking of a commercial vehicle that is being loaded or unloaded with merchandise, materials, or people.

DRAFT

LOCAL ASSESSMENT COMMITTEE (LAC). A state-required committee of locally appointed representatives, designed to negotiate with the proponents of a proposed hazardous waste facility. The membership, duties, and mission of the Committee are defined by the California Health and Safety Code.

LOFFELSTEIN WALLS. Retaining wall system based on pre-cast concrete units that stack and interlock by friction to create a gravity style retaining wall.

LOT. A parcel of land, as shown on a subdivision map or Assessor's Parcel Map, occupied or intended for occupancy by one (1) main building, together with any accessory buildings including the open spaces required of the hillside regulations and having adequate frontage on a public or private street.

LOT, CORNER. A lot located at the intersection of two (2) or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees (135°).

LOT, DEPTH. The horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

LOT, DOUBLE FRONTAGE. A lot having frontage on two (2) streets.

LOT, FRONTAGE. That dimension of a lot or portion of a lot abutting on a street except the side dimension of a corner lot.

LOT, INTERIOR. A lot other than a corner or reversed corner lot.

LOT, KEY. The first lot to the rear of a reversed corner lot whether or not separated by an alley.

LOT, REVERSED CORNER. A corner lot, the side line of which is substantially a continuation of the front lot lines of the lots to its rear; whether across an alley or not.

LOT, THROUGH. A lot having a frontage on two (2) parallel or approximately parallel dedicated streets, not including a corner or reversed corner lot.

LOT, WIDTH. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

LOT AREA. The computed area contained within the lot lines. If there is a recorded subdivision or parcel map, LOT LINES as defined herein shall be located as shown thereon.

LOT LINE or PROPERTY LINE. Any recorded boundary of a parcel. Types of lot lines are as follows.

1. FRONT LOT LINE. The line separating the narrowest street frontage of the parcel from the street right-of-way, except in those cases where the subdivision or parcel map specifies another line as the front lot line. On through lots or corner lots, the Director shall determine which property line is the front lot line.

2. INTERIOR OR SIDE LOT LINE. Any lot line other than the front or rear lot lines.

DRAFT

3. REAR LOT LINE. The lot line opposite and most distant from the front lot line; or in the case of an irregularly shaped parcel, a straight line not less than ten (10) feet long entirely within the parcel and most nearly parallel to, and at the maximum distance from, the front lot line.

LOW WATER FLOW IRRIGATION. A system of watering plant material using drip/trickle, reduced water emitting devices, low precipitation heads, soaker lines, or other similar mechanisms that restricts the amount of water in gallons per minute to allow for deep percolation into the soil. The low water flow irrigation system, combined with watering practices outlined in this Zoning Code, will reduce water loss through evaporation, wind drift, and overwatering.

13. “M” Words, Terms and Land Uses

MAJOR ALTERATION TO HISTORIC STRUCTURE(S). Any change or modification to the character-defining, significant physical feature, or visual quality of historic properties as established in § 20.60.040 of this title, such as changes to the exterior of historic structure(s) or changes to architectural details or visual characteristics of the historic structure(s), the cost of which is more than twenty-five percent (25%) of the building valuation prior to alteration as determined by the City Building and Safety Manager.

MANUFACTURED SLOPE. Human-made slope created by grading that consists wholly of cut or filled material.

MASS GRADING. The movement of large quantities of earth over large areas. Disruption of the majority of the on-site surface terrain is common and often results in a successive pad/terrace configuration. Modification or elimination of natural landforms may result.

MASSAGE. Any method of treating the external parts of the human body for remedial, health, or hygienic purposes by means of pressure on or friction against; or stroking, kneading, rubbing, tapping, pounding; or stimulating the external parts of the human body, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations.

MASSAGE ESTABLISHMENT. A place of business as defined in Section 5.220.010 of the City's Municipal Code. This use classification excludes professions listed in Section 5.220.030 of the City's Municipal Code.

MASSAGE THERAPY. Therapeutic (non-sexual) rubbing or kneading of parts of non-specified anatomical areas of the body to aid circulation or to relax muscles, provided by a licensed professional.

MEDICAL SERVICES, CLINICS/OFFICES. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services by licensed medical practitioners. These include: medical, dental, optical, acupuncture, urgent cares and out-patient care facilities. Counseling services by other than medical doctors or psychiatrists are included under OFFICES, ADMINISTRATIVE AND PROFESSIONAL.

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MEDICAL SERVICES, EQUIPMENTS/LABORATORIES. Facilities primarily engaged in furnishing medical and dental laboratory services.

MEDICAL SERVICES, HOSPITALS. An institution, designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.

MINIMAL GRADING. Grading that is limited to the individual flat pad areas for residential building sites, with minimal cut and fill. Grading shall be limited to only the required building area and adjoining infrastructure.

MINOR ALTERATION TO HISTORIC STRUCTURE(S). Any change or modification to the character-defining, significant physical feature, or visual quality of historic properties as established in § 20.60.040 of this title, such as changes to the exterior of the historic structure(s) or changes to architectural details or visual characteristics of the historic structure(s), the cost of which does not exceed twenty-five percent (25%) of building valuation prior to alteration as determined by the City Building and Safety Manager.

MIXED-USE DEVELOPMENTS. A project that combines both commercial (e.g., retail, office, etc.) and residential uses, where the residential component is generally located either above or behind the commercial portion of the development.

MOBILE HOME. A structure transportable in one (1) or more sections, designed and equipped to contain not more than two (2) dwelling units to be used with or without a foundation system. MOBILE HOME does not include a recreational vehicle, commercial coach, or factory-built housing.

MOBILE HOME PARKS. A site that is planned and improved to accommodate two (2) or more mobile homes or manufactured homes used for residential purposes, or a site that is planned and improved to accommodate two (2) or more spaces/lots for mobile homes or manufactured homes, in which each space/lot accommodates a mobile home or manufactured home for residential purposes.

MORATORIUM. A temporary halting or severe restriction on specified development activities.

MORTUARY. A commercial establishment that provide services involving the care and preparation of deceased human bodies, other than in a cemetery. This classification does not include the on-site interment of the dead or their remains.

MOTELS. A building, or group of buildings, with guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other temporary lodging. Such rooms or suites are not used as the legal residence or principal dwelling place of the occupant(s), except for one (1) or more caretaker/manager residential unit(s). Guest units are reached directly from the outside of the building. This use may also include accessory guest facilities (including accessory retail uses, elevators, indoor athletic facilities, swimming pools, and tennis courts).

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MOTOR VEHICLES. A vehicle bearing a current license plate used primarily for transporting people on streets and highways. Does not include recreational vehicles or other equipment or vehicles used primarily for purposes other than transporting people on streets and highways.

MULCH. Shredded or chipped wood from tree branches, tree trunks, uncontaminated wood products, or lumber. This material is often mixed with leaves and grass clippings for optimal effect.

MULTI-TENANT. More than one (1) tenant occupying a site or structure where each tenant is operating under a separate lease agreement with the property owner.

MUNICIPAL CODE. The City of Brea Municipal Code and all amendments.

14. “N” Words, Terms and Land Uses

NATIVE PLANTS. Plant species occurring naturally and native to a given ecosystem or plant community.

NATURAL SLOPE. A slope that is not man-made. A NATURAL SLOPE may retain the natural vegetation during adjacent grading operations or it may be partially or completely removed and replanted. A NATURAL SLOPE is a slope that has not been graded nor the surface manufactured in any manner other than by natural forces.

NATURAL VEGETATION. Plant materials which are indigenous to the area and exist on a site prior to any construction or earth moving activity.

NET ACREAGE. See ACREAGE, NET.

NONCONFORMING BUILDING. A building or structure or portion thereof which was designed, and erected or structurally altered prior to the effective date of these regulations or any subsequent amendments thereto, for a use which does not conform to the use regulations of the district in which it is located but which was a legally permitted use at the time of initial construction.

NONCONFORMING LOT. A legal parcel of land having less area, frontage, or dimensions than required in the zone in which it is located.

NONCONFORMING PARCEL. Any subdivision of land that was lawfully established and in compliance with all applicable ordinances and laws at the time the parcel was subdivided, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zoning district in which the property is located. See Chapter 20.72 (Nonconforming Uses, Structures, and Parcels).

NONCONFORMING STRUCTURE. Any structure or improvement that was lawfully established and in compliance with all applicable ordinances and laws at the time it was erected, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zoning district in which it is located. See Chapter 20.72 (Nonconforming Uses, Structures, and Parcels).

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NONCONFORMING USE. A use or activity that was lawfully established and in compliance with all applicable ordinances and laws at the time it was undertaken, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zoning district in which the use is located. See Chapter 20.72 (Nonconforming Uses, Structures, and Parcels).

NOXIOUS WEEDS. Plant species designated as such by the Secretary of Agriculture, Secretary of the Interior, or by state law or regulation. Generally, NOXIOUS WEEDS will possess one (1) or more of the characteristics of being aggressive and difficult to manage, parasitic, a carrier or host of serious insects or disease. Other characteristics of NOXIOUS WEEDS are plants that are non-native, or new, to or not common to the United States or parts thereof. NOXIOUS WEED species have extensive and costly impacts on human health, safety, commerce, recreation, and general well-being. NOXIOUS WEEDS can adversely affect food production, wilderness values, wildlife habitat, visual quality, forage production, reforestation, recreational opportunities, natural wildfire regimes, and land values.

15. “O” Words, Terms and Land Uses

OCCUPANCY, CHANGE OF. A discontinuance of an existing use and the substitution therefor of a use of a different kind or class.

OFFICES, PROFESSIONAL. Offices of businesses providing professional services that require periodic contacts with clients and may experience some walk-ins from the general public. Typical uses include, but not limited to, insurance agencies, real estate offices, law offices, architectural firms, consulting firms. This use class also includes offices that do not generally cater to the general public, such as corporate headquarters.

OIL AND HYDROCARBON OPERATIONS. An operation that consists of drilling for, removal of, and storage of, oil and hydrocarbons.

OPEN SPACE. The area of a lot which is not occupied by building coverage, parking lot or driveway.

OPEN SPACE, COMMON. An outdoor area (does not include driveways/storage areas/walkways) within a development project that is not individually owned or dedicated for public use, but is designed and intended for the common use or enjoyment of all residents/tenants of the development project.

(Am. Ord. 1089, passed 3-7-06)

OPEN SPACE, IMPROVED. Open space that is developed for active recreational use with improvements such as, but not limited to, sports fields or turf area, sports courts, concrete or other decking area, playgrounds, and enclosed recreation buildings, all either for general public use or as common open space for a development project.

OPEN SPACE, PRIVATE. An outdoor area (does not include driveways/storage areas/walkways) within a development project that is reserved for use by the residents/tenants of a specific unit or portion of the site.

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OUTDOOR LIVING SPACE. An area on the lot that is kept free and clear of all buildings and is intended for outdoor activities.

OVERLAY ZONING DISTRICT, OR OVERLAY ZONE. A supplementary zoning designation that is applied to property in addition to a primary or base zoning district to highlight special regulations applicable to properties within the overlay district.

OWNER/DEVELOPER/BUILDER. An individual, firm, association, syndicate, partnership or corporation having sufficient proprietary interest to seek development of land.

16. “P” Words, Terms and Land Uses

PAD. The flat buildable area of a lot that does not exceed two percent (2%) crossfall in any direction and does not include any slopes on which a building will be sited.

PAD EDGE. That component of a graded pad area defined by either the toe or top of a slope, whether artificially created or existing as a natural slope.

PARCEL.

1. A recorded lot or parcel of land under single ownership, that:

a. Abuts at least one public street (with a minimum of twenty (20) feet of frontage) or any numbered or otherwise designated parcel of land; and

b. Was lawfully created as required by the Subdivision Map Act and city ordinances, including this Zoning Code, and is shown on:

(1) A recorded tract map,

(2) A record of survey map recorded in compliance with an approved division of land, or

(3) A parcel map.

2. Types of parcels include the following.

a. CORNER PARCEL. A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of not more than one hundred thirty-five (135) degrees. If the intersection angle is more than one hundred thirty-five (135) degrees, the parcel is considered an interior parcel.

b. CUL-DE-SAC PARCEL. A parcel located at any position on the circular portion of a cul-de-sac street, which is a street with a single common ingress and egress and with a vehicular turnaround.

c. FLAG PARCEL. A parcel having access from the building site to a public street by means of a narrow private right-of-way strip that is owned in fee.

d. INTERIOR PARCEL. A parcel other than a corner parcel or a reverse corner parcel. Also a parcel abutting only one street.

DRAFT

e. KEY PARCEL. An interior parcel, the front of which adjoins the side property line of a corner parcel.

f. REVERSE CORNER PARCEL. A corner parcel in which the rear lot line abuts the side lot line of the nearest parcel to its rear.

g. THROUGH PARCEL. A parcel that fronts upon two (2) streets that do not intersect at the boundaries of the parcel.

PARCEL, SUBSTANDARD. Any parcel that does not meet the minimum dimensions required by the Municipal Code.

PARCEL AREA. See ACREAGE, GROSS and ACREAGE, NET.

PARCEL COVERAGE. See SITE COVERAGE.

PARCEL DEPTH. The average distance between the front and rear lot lines measured in the mean direction of the side lot lines.

PARCEL FRONTAGE. The length of the defined front lot line measured at the street right-of-way line.

PARCEL MAP. The subdivision map described by the Subdivision Map Act, Article 3, Chapter 2, which is required to complete a subdivision of four or fewer parcels. See also Chapters 18.04 et seq. (Subdivisions) of the Municipal Code.

PARCEL WIDTH. The average linear distance between the side lot lines measured at right angles to the line measuring parcel depth. The width should be measured at a point midway between the front and rear lot lines.

PARKING SPACE. A permanent area for the parking of one (1) motor vehicle designed to meet the minimum dimensions and access requirements established by the city.

PARKING SPACE, COVERED. A parking space located within a carport, parking structure, or similar structure that provides protection from the elements in the form of a roof but that does not provide full enclosure or a closing and locking door.

PARKING SPACE, GARAGE. A parking space provided within an enclosed structure, with a closing and locking door, whose primary use is the storage of motor vehicles.

PARKING SPACE, OFF-STREET. A permanent parking space designed to city standards and not located on a dedicated street right-of-way.

PARKING SPACE, ON-STREET. A parking space designed to city standards and located on a dedicated street right-of-way.

PARKING SPACE, OPEN. A parking space, designed to city standards and located in a designated area , that does not provide any protection from the elements in the form of a carport, parking structure, garage, or other structure.

PARKS, PUBLIC. Parks owned and operated by a government agency, which may include facilities such as play lots, playgrounds, and non-professional/ non-commercial athletic fields, including park and playground equipment, accessory structures, and facilities.

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PARTY. Twelve (12) or more persons meeting together for social, recreational or amusement purposes.

PEAK PERIOD. Those hours of the business day between 6:00 a.m. and 10:00 a.m. inclusive, Monday through Friday, which is the priority period for reducing work-related vehicle trips.

PERMIT. A ministerial or discretionary permit, license, certificate, or other use entitlement of the city or other permits required by enforcement agencies that may be affected by a particular project, i.e., South Coast Air Quality Management District, Regional Water Quality Control Board, the State of California Office of Permit Assistance.

PERMITTED USE. Any use of land identified by Division 2 (Zoning Districts, Allowable Land Uses, and Zoning District Standards) as being allowed in a particular zoning district and subject to the restrictions applicable to that zoning district.

PERSONAL SERVICES, GENERAL. Commercial establishments providing non-medical services as a primary use and may include incidental sales of products of personal nature. Typical uses include, but not limited to, beauty salons, barber shops, nail salons, dry cleaners, laundromats, tailor shops, spas, permanent makeup, tanning salons, photocopying, and other similar uses.

PERSONAL SERVICES, LIMITED. Establishments providing non-medical services of a very limited and restricted nature as a primary use. Typical uses include, but not limited to, including body piercing/tattoo parlors, check cashing, and fortune telling and massage parlors.

PHARMACIES AND DRUG STORES. A retail store where the primary business is the filling of medical prescriptions by a licensed pharmacist. Also includes the sale of over-the-counter medicines, medical devices, and supplies (e.g., candy, cards, cosmetics, and other miscellaneous products).

PLAN REVIEW. The procedure by which responsible city departments review development proposals for conformity with applicable provisions of the city code, and all requirements of law.

PLANNED RESIDENTIAL UNIT DEVELOPMENTS. A residential development with two (2) or more dwelling units, together with related land and structures, planned and developed as a whole single development operation or a programmed series of operations in compliance with detailed, comprehensive plans encompassing a circulation pattern and parking facilities, open space, recreational areas, utilities, and building sites, together with a program for provisions, operation, and maintenance of all areas, facilities, improvements, and services provided for common use of the residents within the development.

PLANNING COMMISSION. The Brea Planning Commission, referred to in this Zoning Code as the "Commission."

PLANT PALETTE. A list of plants or vegetation that is recommended to be planted in the Hillside Residential Zone.

DRAFT

PLAYLAND. A designated area associated with and incidental to a fast-food, drive-through, or sit-down restaurant that contains climbing bars, slides, swings, or other similar structures for the primary purpose of providing entertainment to children under the care of on-premise customers.

PORTE COCHERE. An accessory structure open on three (3) sides and attached to the side or front of a dwelling through which cars pass and is established for the convenient loading and unloading of passengers from an automobile.

POTENTIAL HISTORIC RESOURCE. An improvement, building, structure, feature, site, or other object of aesthetic, educational, cultural, architectural, or historic significance to Brea residents, the Southern California Region, the state, or nation which may have the potential for designation in the Brea Historic Resources Register, a State Historic Landmark, and/or National Register of Historic Places.

PRESERVATION. The identification, study, protection, restoration, rehabilitation, or if practicable, acquisition of historic resources.

(Ord. 953, passed 6-21-94)

PRINCIPAL BUILDING/STRUCTURE. The primary or predominant structure on a parcel.

PRINCIPAL USE. The main purpose for which a site is developed and/or used, including the activities that are conducted on the site a majority of the hours during which activities occur. A site may have more than one primary use.

PRIVACY WALL. Any wall other than a retaining wall that serves to separate private property from public or common areas.

PRIVATE GARAGE/YARD SALES. The offering for sale, or the actual sale of goods, merchandise, or wares from residential property where the public is invited on to the property to purchase the items. A garage sale may also include "estate," "moving," "rummage," "yard," or similarly described sales.

PROJECT. An activity involving the issuance to a person of a certificate, license, permit, or other entitlement.

PROMINENT RIDGE. A ridge location which is visible from a major arterial, secondary or collector street, which is seen as a distinct edge against a backdrop of land. Said ridge locations are designated on the City Map of Prominent Ridges, contained in Exhibit “A” of Ordinance 948.

PROPERTY OWNER. The legal owner of the applicable development project who serves as the lessor to an employer or tenant. The property owner shall be responsible for complying with the provisions of § 20.08.050 of this title either directly or by delegating such responsibility as appropriate to an employer or tenant.

PUDDLING. The formation of small pools of water or any other liquid due to depressions on the surface that have no outlet.

DRAFT

17. “Q” Words, Terms and Land Uses

QUASI-PUBLIC. See SEMI-PUBLIC.

18. “R” Words, Terms and Land Uses

RE-CREATED RIDGELINE. In cases when a ridgeline, due to past activities, has been eliminated, a RE-CREATED RIDGELINE is the replacement of the eliminated ridgeline through landform grading and berming practices.

RECEPTION WINDOW. The area within the direct line of connection between the device that transmits radio waves (such as orbiting satellites and radio towers) and the apparatus designed to receive the transmitting signals.

RECREATION, INDOOR. Commercial establishments that provide recreation/amusement services in a fully enclosed structure for a fee or admission charge. Typical uses include bowling alleys, billiard/pool halls, family fun centers, trampoline centers, arcades, escape rooms, ice/roller skating and other similar uses.

RECREATION, OPEN SPACE. Any parcel or area of land or water reserved as open space and/or used for passive, low-impact recreation only. Typical uses include walking trails, bike paths, natural parks, interpretive facilities, and viewing area.

RECREATION, OUTDOOR. Commercial establishments that provide outdoor recreation/amusement services for a fee or admission charge. Typical uses include miniature golf, golf ranges, go-kart racing, swimming pools, water parks, drive-in theaters and any other similar uses.

RECREATIONAL VEHICLE. A motorized vehicular portable structure without a permanent foundation that can be towed, hauled, or driven; that is primarily designed as a temporary living accommodation for recreational, camping, and travel use; and that may include, but is not limited to, boats, camping trailers, travel trailers, truck campers, and self-propelled motor homes.

RECYCLING FACILITY, CONSUMER. A facility that collects, sorts, and processes recyclable materials through usage of REVERSE VENDING MACHINE.

RECYCLING FACILITY, PROCESSING. A facility used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end user's specifications, by such means as sorting, baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing.

REGISTERED HISTORICAL SITE. A site or area, including structures, objects, and landmarks, that is either listed on the National Register of Historic Places, the State Historic Landmarks, the County Historic Register, or the local historic register.

RELIGIOUS ASSEMBLY. Facilities operated by religious organizations for worship, or the promotion of religious activities, including churches, mosques, synagogues, temples, etc., and religious schools; and accessory uses (e.g.,

DRAFT

convent, monastery, nursery, and parsonage) on the same site, including living quarters for ministers and staff, and child day care facilities where authorized by the same type of land use permit required for the religious facility itself. Other establishments maintained by religious organizations, including full-time educational institutions, hospitals, and other potentially related operations (e.g., a recreational camp) are classified according to their respective land use activities.

REPAIR SERVICE, MAJOR. Service establishments where on-site repair and incidental sales of supplies for large consumer items and business equipment, such as furniture, computers, large appliances and home electronics, conducted within an enclosed building. This classification includes furniture refinishing and repair, but excludes maintenance and repair of vehicles or industrial equipment.

REPAIR SERVICE, MINOR. Service establishments where on-site repair and incidental sales of supplies for consumer items and business equipment, such as small household goods, shoes, watches, cameras, jewelry and similar items, conducted within an enclosed building.

RESEARCH AND DEVELOPMENT. Places of business that conduct research, development, and limited production of high-technology electronic, industrial, biological, or scientific products. Typical uses include biotechnology firms and software firms.

RESIDENTIAL RECREATIONAL FACILITIES, PRIVATE. Playground equipment, swimming pools and spas, tennis and other sport courts, and similar facilities and accessory structures that are operated for the residents of a specific residential development and their invited guests, and are not open to the general public. Does not include these facilities for individual homes, which are defined as ACCESSORY USES AND STRUCTURES.

RESIDUALS REPOSITORY. A waste disposal facility specifically restricted to receive only remains from hazardous waste facilities.

RESTAURANT.

1. RESTAURANTS, DRIVE-IN AND WALK-UPS. Commercial establishments where food or frozen dessert, or beverage or drink is delivered to, or served directly, or sold to patrons for consumption in any automobiles parked within the designated parking areas or at tables/stands in the open/unenclosed areas within the site where the establishment is located. May include outdoor dining/seating area.

2. RESTAURANT, OUTDOOR DINING. Establishments where tables and seating are provided and food and/or beverages are served in outdoor areas, such as an outdoor patio.

3. RESTAURANT, QUICK SERVICE. Commercial establishments whose primary business is the sale of food and beverages to customers for consumption on-site or off-site, where customers customarily make food orders at a counter and may also pick up food from the counter when ready. Food may be prepackaged rather than made to order. Condiment bars and trash disposal are typically self-service. May include outdoor dining/seating area.

DRAFT

4. RESTAURANTS, SIT DOWN. Commercial establishments whose primary business is the sale of food and beverages to customers for on-site consumption, where food is prepared on the premises and food orders are customarily taken and served to patrons by a waiter or a waitress while the patron is seated at a table or dining counter located inside the restaurant or at an outdoor dining/seating area.

5. RESTAURANTS, SPECIALTY. Establishments whose primary business is the sale of a single specialty type of food or beverage that is not considered a complete meal (e.g., candy, coffee, ice cream, or yogurt). The sale of other food, beverages, or merchandise is incidental to the sale of the specialty food or beverage, Food and beverages are for customer consumption within the restaurant or restaurant patio area.

RETAIL SALE, GENERAL. Commercial establishments engaged in retail sale of goods not specifically listed under another use classification. All sales and storage are conducted completely within an enclosed building. Typical goods sold include clothing and accessories, stationery, hardware, art, books, flowers, jewelry, groceries, baked goods, household items including electronics, sporting goods, antiques, pet supplies, luggage, etc. Also include second hand merchandise, thrift stores and department stores.

RETAIL SALES, OUTDOOR. Permanent outdoor sales and rental establishments including auction yards, flea markets, lumber and other material sales yards, newsstands, outdoor facilities for the sale of equipment, and other uses where the business is not conducted entirely within an enclosed structure.

RETAIL SALES, WAREHOUSE STORES. Retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices, where products are typically displayed in their original shipping containers. Sites and structures are usually large and industrial in character. Patrons may or may not be required to pay membership fees.

RETAINING WALL. A wall or terraced combination of walls used solely to retain material or water but not to support or to provide a foundation or wall for a building.

REVERSE VENDING MACHINE. An automated mechanical device which accepts at least one (1) or more types of empty beverage containers and issues a cash refund or a redeemable credit slip with a value not less than the containers redemption value, as determined by state law. A bulk reverse vending machine is a reverse vending machine that is larger than fifty (50) square feet, is designed to accept more than one (1) container at a time, and issues a cash refund based on total weight instead of by container. These vending machines may accept aluminum cans, glass and plastic bottles, and other containers.

REVIEW AUTHORITY. The person, committee, or Council responsible for the review and final determination on a land use entitlement, map, or amendment.

RIDGE. A long, narrow, conspicuous elevation of land.

RIGHT-OF-WAY. A defined area of land, either public or private, on which a right of passage has been recorded.

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ROCK OUTCROPPING. Any surface rock or group formation of rocks that are part of and connected to a bedrock formation.

RUNNING OF ANIMALS AT LARGE. Any animals, except for carrier or homing pigeons, not kept continuously under restraint and/or controlled by leash, in pens, corrals, or buildings.

19. “S” Words, Terms and Land Uses

SALVAGE YARD. A lot or any portion of the lot where waste/junk, discarded or salvage materials (e.g. scrap metals, secondhand lumber and building materials, etc.) are bought, sold, exchanged, baled, packed, disassembled or handled or stored, including auto wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment.

SATELLITE DISHES/ANTENNA. See WIRELESS COMMUNICATIONS FACILITIES; however these facilities shall be less than three (3) feet or two (2) meters in diameter.

SCREENING. A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION. The guidelines prepared by the National Park Service of the U.S. Department of the Interior for applying standards for rehabilitation of historic buildings and historic preservation projects.

SEMI-PUBLIC. A use owned or operated by a nonprofit, religious, or charitable institution and providing educational, cultural, recreational, religious, or similar types of public programs.

SENIOR LIVING FACILITY, LARGE. A State licensed facility that meets the definition of Residential Care Facility for Elderly, as specified in Section 1569.2 of California Health and Safety Code, subject to regulations of Chapter 3.2 of California Health and Safety Code. Such facility provides care and services on a monthly basis or longer to seven (7) or more persons 60 years of age or older, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Senior Living Facilities may include independent living, assisted living, memory living care, skilled nursing, and continuing care retirement community.

SENIOR LIVING FACILITY, SMALL. A State licensed facility that meets the definition of Residential Care Facility for Elderly, as specified in Section 1569.2 of California Health and Safety Code, subject to regulations of Chapter 3.2 of California Health and Safety Code. Such facility provides care and services on a monthly basis or longer to six (6) or fewer persons 60 years of age or older, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Senior

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Living Facilities may include independent living, assisted living, memory living care, skilled nursing, and continuing care retirement community.

SENSITIVE AREA. That area of land within two thousand (2,000) feet of the exterior boundaries of a specific off-site hazardous waste facility, unless otherwise specified as being larger.

SENSITIVE POPULATION. Residential populations and immobile populations and similar facilities one thousand (1,000) feet of the exterior boundaries of a hazardous waste site. The one thousand (1,000) feet shall be measured from subject property lines.

SENSITIVE SPECIES. Plant or animal species which are susceptible to habitat changes or impacts from activities. The official designation is made by the USDA Forest Service at the regional level and is not part of the designation of threatened or endangered species made by the U.S. Fish and Wildlife Service.

SENSITIVE HABITAT. The environment in which sensitive species lives or grows.

SETBACK. The minimum distance by which structures, parking, or uses on a parcel shall be separated from a street right-of-way or lot line. Setbacks from private streets are measured from the edge of the easement. See also YARD.

SETBACK LINE. A line within a parcel, parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of structures, parking, or uses on a parcel.

SETBACK LINE, FRONT YARD. The line which defines the depth of the required front yard. Said setback line is parallel with the street line or, when established by the General Plan, with the highway right-of-way line, removed therefrom by the perpendicular distance prescribed for the front yard in the zone.

SETBACK LINE, REAR AND SIDE YARD. The line which defines the width or depth of the required rear or side yard. Said setback line is parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

SHARED PARKING. The approved use of the same off-street parking spaces for two (2) or more distinguishable uses where peak parking demand of the different uses occurs at different times of the day, or, where various uses are visited without moving the motor vehicle, where the division of parking spaces is a net decrease from the combined total of each use's individual off-street parking requirements if required separately.

SHOPPING CENTER. A group of not less than fifteen (15) contiguous commercial stores originally planned and developed as a single project.

SIGN. See Chapter 20.42 (Sign Standards) for definitions and standards governing signs.

SIGN AREA. The area in square feet of the smallest rectangle enclosing the total exterior surface of a sign having but one (1) exposed exterior surface; should the

DRAFT

sign have more than one (1) surface, the sign area shall be the aggregate area of all sign surfaces measured as above.

SIGN BUSINESS. Any sign or structure designed, intended or used for advertising the particular business, product or service located or sold on the same premises as that on which the sign or structure is located.

SIGNIFICANT FEATURE. The man-made elements embodying style or type of historic resource, design, or general arrangement and components of an improvement, including but not limited to color, texture of building materials, and the type and style of all windows, doors, light, signs, and other fixtures appurtenant to such improvement.

SIGNIFICANT RIDGELINE. A long, conspicuous, continuous elevated landform that forms a part of the natural backdrop and skyline to the city. Said landform may consist of one (1) or more ridge features each of varying elevations dependent on the characteristics of the ridgeline being evaluated.

SINGLE-FAMILY DWELLINGS. See DWELLING, SINGLE-FAMILY ATTACHED and DWELLING, SINGLE-FAMILY DETACHED.

SINGLE HOUSEKEEPING UNIT. The functional equivalent of a traditional family, whose members are an interactive group of persons jointly occupying a single dwelling unit, including the joint use of and responsibility for common areas, and sharing household activities and responsibilities (e.g., meals, chores, household maintenance, expense, etc.) and where, if the unit is rented, all adult residents have chosen to jointly occupy the entire premise of the dwelling unit, under a single written lease with joint use and responsibility for the premises, and the makeup of the household occupying the unit is determined by the residents of the unit rather than the landlord or property manager.

SITE. A parcel or adjoining parcels under single ownership or single control, considered a unit for the purposes of development or other use.

SITE COVERAGE. The percentage of total site area occupied by structures. Site coverage includes the primary structure, all accessory structures (e.g., carports, garages, patio covers, storage sheds, trash dumpster enclosures, etc.) and architectural features (e.g., balconies, chimneys, decks above the first floor, porches, stairs, etc.). Site coverage is measured from exterior wall to exterior wall.

SITE PLAN. A plan drawn to scale, showing uses and structures proposed for a property as required by the applicable regulations, including lot lines, streets, grades, building sites, reserved open space, and other specific development proposals.

SLOPE. An inclined ground surface, the angle of which is expressed as a ratio of horizontal distance to vertical distance. (Please see Illustration 4 in the Appendix following this chapter.)

SLOPE FACE. The slopes located directly below, and leading up to, the crest of a significant ridgeline or prominent landform.

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SLOPE GRADE. The relationship (ratio) between the change in elevation (rise) and the horizontal distance (run) over which that change in elevation occurs. The percent of steepness of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

SLOPE, MAN-MADE. A manufactured slope consisting wholly or partially of either cut or filled material.

SLOPE TRANSITION ZONE. The area where a slope bank meets the natural terrain or a level graded area either vertically or horizontally.

SPECIFIC PLAN. Under Cal. Gov't Code, Article 8, §§ 65450 et seq., a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A specific plan may include all detailed conditions, programs, regulations, and/or proposed legislation that may be necessary or convenient for the systematic implementation of any General Plan element(s).

SPLIT LEVEL CONSTRUCTION. An approach to grading and development of a structure whereby the foundation of the structure is placed on more than one (1) graded pad area.

SPLIT LEVEL ROADS. Roads which are constructed so as to have two (2) traffic ways, each at a different level within the same right-of-way.

STADIUMS AND SPORTS ARENA COMPLEXES. Indoor and outdoor venue for professional sports on a permanent basis that has a capacity of 5,000 or more seats, which is designed, intended, and used primarily for large-scale spectator events including, but not limited to, sporting events, musical performances, or other similar events.

STANDARDS, DEVELOPMENT. Standards in this Zoning Code that govern the size of structures and the relationships of structures and uses to each other and to open areas and lot lines. Development standards include regulations controlling minimum parcel area, maximum height, minimum parcel frontage, minimum size of yards and setbacks, maximum parcel coverage, and maximum floor area ratio.

STANDARDS, PERFORMANCE. Standards in this Zoning Code that govern the operation and maintenance of uses in a particular zoning district Performance standards include regulations controlling fire and explosive hazards, glare and light, noise, odor, toxic or noxious matter, vibration, and other potential nuisance elements generated by or inherent in uses of land or structures.

STORAGE, OUTDOOR. The storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

STORY. That portion of a structure included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a structure included between the upper surface of the topmost floor and the ceiling.

STREET. A public thoroughfare or right-of-way, or approved private thoroughfare or right-of-way determined by the city to be adequate for the purpose of access, which affords the principal means of access for abutting property

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including avenue, place, way, drive, land, boulevard, highway, road, or any other thoroughfare. The word "street" shall include all major and secondary highways, traffic collector streets, and local streets.

STRUCTURE. As defined in the Uniform Building Code.

STUDIOS, INSTRUCTION/SERVICE. Small scale facilities, typically accommodating one (1) group of patrons or students at a time. Typical uses include art and music studios, karate/martial arts training studios, photography studios, fitness studios (e.g. yoga, Pilates, aerobics, gymnastics) with no other fitness facilities or equipment.

SUBDIVIDER. An association, corporation, firm, partnership, or person who proposes to divide or causes to be divided real property into a subdivision for oneself or for others; except that employees and consultants of persons or entities, acting in this capacity, are not subdividers. See DEVELOPER.

SUBDIVISION. The division, by any subdivider, of any unit or portion of land shown on the latest equalized county assessment roll as a unit or contiguous units, for the purpose of sale, lease, or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement, or railroad rights-of-way. SUBDIVISION includes the following, as defined in Cal. Civil Code § 1351, a condominium project; a community apartment project; or the conversion of five (5) or more existing dwelling units to a stock cooperative.

SUBDIVISION DEVELOPMENT PLAN. Specific development plans for an approved tentative map, including plot plans, building elevations, grading plans and landscape plans applicable to individual lots within said tentative map.

SUBDIVISION MAP ACT, OR MAP ACT. Cal. Gov't Code, Division 2, Title 7, commencing with § 66410 as presently constituted, and any amendments to those provisions regarding the subdivision of real property.

SUPER SLOPES. Manufactured slopes that exceed forty-five (45) vertical feet in height. SUPER SLOPES serve three (3) beneficial purposes:

1. Allow for landscaping opportunities in hillsides while preserving off-site views within a hillside community;

2. Create a visual break between terraced rows of housing units; and

3. Help conform to natural topography by blending manufactured slopes with the height of adjacent natural slopes.

SUPPORTIVE HOUSING. This use class consists of housing that has the same meaning as defined in subdivision (g) of Section 65582 of the Government Code and as they may be amended.

SWALE. Open channels possessing a dense cover of grasses and other herbaceous plants through which runoff is directed during storm events. Above ground plant parts (stems, leaves, and stolons) retard flow and thereby encourage

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particulates and their associated pollutants to settle. The pollutants are then incorporated into the soil where they may be immobilized and/or decomposed.

SWIMMING POOLS. See ACCESSORY USES AND STRUCTURES.

SWIMMING POOLS, PRIVATE. A water-filled enclosure, permanently constructed or portable, having a depth of more than twenty-four (24) inches below the level of the surrounding land, or an above-surface pool, having a depth of more than twenty-four (24) inches, designed, used, and maintained as an accessory use for swimming and bathing by not more than three (3) owner families and their guests and intended for non-commercial use.

20. “T” Words, Terms and Land Uses

TEMPORARY STRUCTURE. A structure without any foundation or footings that will be removed when the permit for the activity, or use for which the temporary structure was erected, has expired.

TEMPORARY USES/ACTIVITIES. See § 20.62.060 (Temporary Use Permits).

TENANT. Any person who occupies a site or structure for a fixed period of time, usually through a lease agreement with the property owner.

TENNIS COURTS, PRIVATE. One (1) or more tennis courts designed and maintained for the sole and exclusive use of the residents/tenants of a specific unit or portion of the site and their invited guests.

TERRACING. The method separating and elevating one (1) development area above another development area by a slope.

TOE OF SLOPE. That portion of intersection created by the bisection of a horizontal plane by a transverse plane with a deflection angle less than ninety (90) degrees.

TOP OF SLOPE. That portion of intersection created by the bisection of a horizontal plane by a transverse plane with an angle of impose greater than ninety (90) degrees.

TOPOGRAPHY. The surface relief of slope of any given area of land.

TRAFFIC SAFETY VISIBILITY AREAS. A triangular area on a corner parcel formed by measuring thirty-five (35) feet from the intersection of the front and street side property lines, and connecting the lines across the property.

TRAILER. A vehicle without motive power, designed so that it can be drawn by an automotive vehicle, for the transporting of personal property, not including trailers used for human habitation, such as recreational vehicles.

TRANSIT FACILITY. A facility that serves as stations for taxi, bus, freight, truck or other transit systems that primarily provide for the movement of goods and/or people. Facilities that serve as product distribution facilities where the materials, products and/or goods to be moved/transferred are stored entirely within a building is not included in this use classification.

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TRANSITIONAL HOUSING. This use class consists of housing that has the same meaning as defined in subdivision (j) of Section 65582 of the Government Code and as it may be amended.

TRANSPORTATION DEMAND MANAGEMENT (TDM). The implementation of programs, plans, or policies designed to encourage changes in individual travel behavior. TDM can include an emphasis on alternative travel modes to the single occupant vehicle (SOV) such as carpools, vanpools, and transit, reduction or elimination of the number of vehicle trips, or shifts in the time of vehicle commutes to other than the peak period.

TRIP REDUCTION. Reducing the number of work-related trips taken between 6:00 a.m. and 10:00 a.m. inclusive, Monday through Friday in single- occupancy vehicles.

TWO-UNIT DEVELOPMENT. This use class consists of two (2) new units or the addition of one (1) new unit and one existing unit developed under the provisions of Section 20.56, each with its own kitchen and bathroom facilities, on a single lot. This classification excludes a single-family dwelling unit with an Accessory Dwelling Unit, Accessory Dwelling Unit, Junior, or a duplex.

21. “U” Words, Terms and Land Uses

UNLOADED STREET. A street on which no front entrance or driveway of a home is located.

USE. The purpose for which land or a structure is use, arranged, designed, or intended, or for which the land or structure is or may be occupied or maintained. See also ACCESSORY USE, PRINCIPAL USE, and TEMPORARY USE.

UTILITY. Manned or un-manned facilities that provide the public with electricity, gas, water, communications, sewage collection or other similar service. Antennas for telecommunications systems are not included.

22. “V” Words, Terms and Land Uses

VALVE. A device used to control the flow of water in an irrigation system.

VARIANCE. Permission to depart from provisions of this Zoning Code when, due to special circumstances applicable to the property, strict application of the requirements deprives the property of privileges enjoyed by other property in the vicinity which is subject to identical zoning regulations. See § 20.62.070 (Variances).

VIEWSHED. Areas of development that can be viewed from arterial roads, freeways, major collector roads and public gathering places such as major shopping centers, etc.

VISUAL DOMINANCE. Any object as viewed from a public area or public right-of-way that supersedes the presence of all other elements in the area shall be considered to be visually dominant.

23. “W” Words, Terms and Land Uses

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WALL. A barrier intended to mark a boundary that presents a continuous surface except where pierced with doorways, gates, or decorative masonry. A wall is usually constructed of brick, concrete, concrete block, stucco, or a combination of these materials.

WATER CONSERVING LANDSCAPE. A combination of landscaping and irrigation techniques which reduce the demand for water that is required to maintain a given landscape. The primary techniques include:

1. Use of water conserving plants.
2. Reduction of turf (grass) to location where it provides functional benefits.
3. Grouping of plants in hydrozones.
4. Water efficient irrigation system and techniques to meet plant needs.

WINDOW. An opening that is in a wall of a structure; designed to allow light and/or ventilation into the structure; enclosed by casement or sash; and containing glass or other similar transparent or semi-transparent material.

WIRELESS CABLE. Any antenna used to receive television signals by a line of sight connection from a ground mounted transmitting radio tower.

WIRELESS COMMUNICATION FACILITIES – MAJOR. A wireless communication facility that does not meet the definition of a wireless communications facility, Minor. Such facility typically is ground-mounted, and/or is mounted in any manner on property or buildings owned by the city or in right-of-ways over which the city has regulatory authority, shall also be considered as a wireless communications facility, major.

WIRELESS COMMUNICATION FACILITIES – MINOR. A wireless communication facility that is building-, facade-, or wall-mounted, and does not exceed the height of the parapet wall or roof line of the building, including a roof-mounted facility which is concealed or is of a small diameter and does not exceed the maximum height of the district. A wireless communication facility that is mounted in any manner on property or buildings owned by the city or in right-of-ways over which the city has regulatory authority, pursuant to a master agreement with the city, shall be considered a wireless communications facility, Minor.

WIRELESS COMMUNICATION FACILITIES - STEALTH. A stealth facility is any telecommunications facility which is designed to blend into the surrounding environment, and is visually unobtrusive. Examples of stealth facilities may include architecturally screened roof-mounted antennas, facade mounted antennas painted and treated as architectural elements to blend with the existing structure. Also known as CONCEALED TELECOMMUNICATIONS FACILITIES.

WORKSITE. A building, or grouping of buildings, located within the jurisdiction which are in actual physical contact or separated solely by a private or public roadway or other private or public right-of-way, and which are owned or operated by the same employer (or by employers under common control).

24. “X” Words, Terms and Land Uses

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25. “Y” Words, Terms and Land Uses

YARD. An open space on a developed parcel that, except as otherwise provided for in this Zoning Code, is unoccupied or unobstructed from the ground upwards; except for allowed projections. See § 20.30.060 (Setback Requirements and Exceptions). When a yard dimension is given, it represents the minimum horizontal distance between the lot line from which the distance shall be measured and a line parallel to the lot line.

1. FRONT YARD. The open space on a developed parcel extending across the full width of the front of the parcel, the depth of which extends from the rear of the public right-of-way to the most distant forward-facing facade of the dwelling and its attached garage or carport. When applied to a multi-family dwelling, these standards shall be applied to the dwelling, garage, or carport closest to the public right-of-way by which access to the site is taken.

2. REAR YARD. The open space extending across the full width of the rear of a parcel, the depth of which is the horizontal distance between the rear lot line and a line parallel to the rear lot line.

3. SIDE YARD. The space between the principal structure and the side lot line, extending from the front yard to the rear yard; the measured distance of the yard shall represent the shortest distance between the side lot line and that portion of the principal structure nearest the line from which the measurement is taken.

26. “Z” Words, Terms and Land Uses

ZONING CODE. That portion of the Brea Municipal Code entitled Title 20, as it may be amended from time to time.

ZONING DISTRICTS. A portion of the city within which certain uses of land and structures are defined, and regulations are specified.

ZONING MAP. The map or maps that are a part of this Zoning Code and that delineate the boundaries of zoning districts.

SECTION 3. Section 20.04.010 (Establishment of Zones) of Chapter 20.04 (Zoning Regulations) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.04.010 ESTABLISHMENT OF ZONES.

A. For purposes related to the orderly development of the city, and in order to carry out the provisions of this title, the city is hereby divided into the following zones:

Symbols	Zone Name
HR	Hillside Residential Zone

DRAFT

R-1	Single Family Residential Zone
R1-H	Single Family Residential Hillside Zone
R-1 (5,000)	Single Family Residential Zone (5,000 square foot lots)
R-2	Multiple Family Residential Zone
R-3	Multiple Family Residential Zone
C-P	Commercial, Administrative and Professional Office Zone
C-N	Neighborhood Commercial Zone
C-C	Major Shopping Center Zone
C-G	General Commercial Zone
C-M	Commercial Industrial Zone
C-RC	Commercial Recreation Zone
M-P	Planned Industrial Zone
M-1	Light Industrial Zone
M-2	General Industrial Zone
MU-I	Mixed-Use I Zone
MU-II	Mixed-Use II Zone
MU-III	Mixed-Use III Zone
PRO-NOS	Parks/Recreation/Open Space - Natural Open Space Zone
PRO-P/R	Parks/Recreation/Open Space – Parks/Recreation Zone
P-D	Precise Development Zone
PF	Public Facilities Zone
WD	Wall Design Overlay Zone
E	Equestrian overlay Zone
O	Oil Production Zone
P-C	Planned Community Zone
FP	Flood Plain Overlay Zone District No. 1
SGS	Special Geological Studies Zone
SP	Specific Plan

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B. No parcel of land or lot in any zone shall hereafter be used for any purpose except as specifically permitted in the zoning classification applied to such parcel or lot pursuant to this section or hereafter permitted by any other provisions of this title."

SECTION 4. Subsection D (Parking Space Requirements) of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

D. Parking space requirements. All land uses shall provide off-street parking in conformity with the requirements listed in Table 20.080.040.D, unless otherwise modified by the provisions contained herein. The term floor area used in the Table 20.080.040.D shall mean gross floor area.

	Minimum Parking Stalls Required
RESIDENTIAL USES	
Accessory Dwelling Unit	1 space required, which may be provided as tandem parking, including on a paved driveway, unless the accessory dwelling unit meets any of the following criteria: • The accessory dwelling unit is located within ½ mile walking distance of, and has a path of travel that is always publicly accessible to, Public Transit. The ½ mile distance shall be measured on actual walking routes between the Accessory Dwelling Unit and the public transit, rather than a straight line between points; • The accessory dwelling is located within an architecturally and historically significant district; • The accessory dwelling is part of the proposed or existing primary residence, or within, or part of, an existing accessory building; • When on-street parking permits are required but not offered to the occupant of the accessory dwelling; or • When there is a car-share vehicle located within one (1) block of the accessory dwelling unit. Note: (1) When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, any off-street parking spaces that were provided by such garage, carport, or covered parking structure are not required to be replaced.
Accessory Dwelling Unit, Junior	None required
Accessory Buildings and Structures	None required, except for the spaces required for the underlying use.

DRAFT

	Minimum Parking Stalls Required
Caretakers Unit	1 space
Community Care Facility, Small	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Dwelling, Multi-Family	• *Studio units:* 1.5 spaces per unit, of which 1 space shall be located within a garage or a carport. • *1-bedroom units*: 1.75 spaces per unit, of which 1 space shall be located within a garage or a carport. • *2-bedroom units:* 2 spaces per unit, of which 1 space shall be located within a garage or a carport. • *3-bedroom and larger units:* 2.5 spaces per unit plus 0.5 spaces for each bedroom in excess of 3, of which 2 spaces shall be located within a garage or a carport. • *Guest spaces:* If the development consists of 5 or more units, 0.2 covered or uncovered guest parking space shall be provided per unit, in addition to the required number of parking spaces. A maximum of 25% of the required guest spaces may be of compact stalls.
Dwelling, Single-Family Attached	2 covered parking spaces for each unit plus 0.5 covered or uncovered parking spaces for each dwelling unit for guest spaces.
Dwelling, Single-Family Detached	2 covered parking spaces for each unit.
Employee Housing	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Fraternity/Sorority House	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Home Occupations	None required, except for the spaces required for the underlying use.
Live/Work Units	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Mobile Home Parks	Same requirements as Dwelling, Multi-Family.
Room Rental	None required, except for the spaces required for the underlying use.
Planned Residential Unit Development	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the development proposes
Senior Living Facility, Small	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.

DRAFT

	Minimum Parking Stalls Required
Supportive Housing	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Transitional Housing	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Two-Unit Development	1 covered parking space per unit required, unless the development meets any of the following criteria: • The unit is located within ½ mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code. The ½ mile distance shall be measured on actual walking routes between the unit and the high-quality transit corridor or a major transit stop, rather than a straight line between points; • When there is a car-share vehicle located within one (1) block of the accessory dwelling unit.
NON-RESIDENTIAL USES	
Accessory Buildings and Structures	None required, except for the spaces required for the underlying use.
Adult Entertainment Business	1 space per 75 square feet of floor area up to 6,000 square feet plus 1 space per 55 square feet over 6,000 square feet, or 1 space per 3 seats, whichever is greater.
Agriculture, Industrial	1 space per 2 acres of area used for agricultural operation plus required spaces for any additional accessory uses, as required by this Chapter.
Agriculture, Limited	• *If accessory to a primary residential use:* None required, except for the spaces required for the underlying use. • *As a primary use: 2* spaces
Agriculture, Major	• *Agricultural Operation:* 1 space for each employee during the largest shift plus 1 space per motor vehicle used in conjunction with the use. • *Accessory Retail (e.g. roadside stands):* 1 space per 200 square feet of the retail area
Agriculture, Minor	• *Agricultural Operation:* 1 space for each employee during the largest shift plus 1 space per motor vehicle used in conjunction with the use. • *Accessory Retail (e.g. roadside stands):* 1 space per 200 square feet of the retail area
Alcoholic Beverage Sale, Off-sale	None required, except for the spaces required for the underlying use.
Alcoholic Beverage Sale, On-sale	None required, except for the spaces required for the underlying use.

DRAFT

	Minimum Parking Stalls Required
Alcoholic Beverages Manufacturing	• *Manufacturing/Offices:* 1 space per 500 square feet of floor area, which may include a maximum of 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10% • *Tasting or Tap Room and outside patios*: 1 space per 35 square feet of floor area.
Ambulance Service	1 space per 250 square feet plus 1 space for each ambulances/emergency vehicle.
Animals, Stable	1 space for every 5 horses kept on the premises plus the required spaces for any additional accessory uses, as required by this Chapter
Animals, Ranch	1 space per 2 acres of area used for grazing plus required spaces for any additional accessory uses, as required by this Chapter.
Animals, Boarding/Kennel (Commercial)	1 space per employee plus 1 space per 10 animals.
Animals, Boarding/Kennel (Noncommercial)	None required, except the spaces required for the underlying use.
Animals, Grooming and Daycares	1 space per 250 square feet.
Animals, Veterinary Clinic/Hospital	5.5 spaces per 1,000 square feet.
Auditoriums and Meeting Places	1 space per 3 fixed seats or 1 space per 35 square feet of the assembly areas without fixed seats.
Automated Teller Machines	2 spaces per machine. Notes: (1) No parking spaces are required when located on the exterior building wall of an existing business use, within the interior of any other type of business establishment, or when free-standing machines are located on properties developed with other retail or office uses. (2) No parking spaces are required for drive-up facilities.
Automotive, Washing and Detailing	Parking demand study required
Automotive, Parking Lots/Structures	None required.
Automotive, Parts/Supply Sales	1 space per 200 square feet.
Automotive, Repair (Major)	1 space per 250 square feet.
Automotive, Repair (Minor)	1 space per 250 square feet.

DRAFT

	Minimum Parking Stalls Required
Automotive, Sales and Leasing	1 space per 400 square feet.
Automotive, Sales and Leasing (Limited)	1 space per 250 square feet.
Automotive, Service Stations	5 spaces plus 1 additional space for each service bay if any.
Automotive, Towing Service	1 space per 250 square feet plus 1 space for each tow-truck to be parked at the site.
Automotive, Recharging Facilities	1 space per charging station
Bars and Nightclubs	1 space per 7 square feet of dance floor area plus 1 per 35 square feet of assembly area.
Boarding House	1 space per bedroom, 1 space per each nonresident employee, plus1 guest space. For purposes of this provision, “bedroom” means any room designed, intended or primarily used for sleeping purposes.
Borrow Pit	Requires parking demand study.
Catering Services	1 space per 250 square feet plus 1 space for each catering/food truck.
Cemetery	Requires parking demand study.
Clubs and lodges	1 space per 75 square feet.
Community Care Facilities, Large	5.5 spaces per 1,000 square feet.
Community Facilities, Public	1 space per 300 square feet
Computer Internet Facilities	1 space per 200 square feet.
Convalescent and Rest Homes	5.5 spaces per 1,000 square feet.
Convenience Stores and Mini Markets	1 space per 200 square feet.
Day Care Centers	1 space per 200 square feet of floor area designated for office and classroom use.

DRAFT

	Minimum Parking Stalls Required
Drive-Through Facilities	None required, except for the spaces required for the underlying use. Notes: (1) A use with a drive-through facility may include stacking credit for drive-through window on the basis of 1 car for every 23 lineal feet of striped stacking lanes. A maximum credit not to exceed 30% of the total required parking for the site or no more than 20 spaces for stacked credit, whichever is less. (2) Drive through lanes for a non-restaurant use shall provide a minimum of 115 feet per lane for required stacking space, as measured from the pick-up window, for each drive through lane. (3) Drive through lanes for any restaurant use, including a Drive-In, shall provide a minimum of 160 feet of stacking space, as measured from the pick-up window, for each drive through lane.
Educational Institution, General	• *8th grade or lower:* 1 space per classroom, plus 1 space per non-office employee, plus 1 space per 250 square feet of office use, plus parking required for assembly halls and auditoriums (see Auditoriums and Meeting Halls). • *9th grade or higher*: 1 space per non-office employee, plus 1 space per 6 students, plus 1 space per 250 square feet of office use, plus parking required for assembly halls and auditoriums (see Auditoriums and Meeting Halls).
Educational Institution, Trade	1 space per 35 square feet of floor area designated for instruction plus 1 space per 250 square feet of floor area designated for office use.
Educational Institution, Tutoring	1 space per 250 square feet.
Emergency Shelter	1 space per staff member
Financial Institution	1 space per 200 square feet
Garden Centers and Nurseries	1 space per 200 square feet.
Golf Course	8 spaces per hole, 1 space per tee for driving ranges (if any), and required spaces for additional accessory uses (e.g. restaurant, bar, offices, etc.), as required by this Chapter.
Government Facilities	1 space per 250 square feet.
Hazardous Waste Facility	Parking demand study required
Health/Fitness Center	1 space per 150 square feet.
Helipads and Heliports	Parking demand study required
Hotels	1 space per guest unit.

DRAFT

	Minimum Parking Stalls Required
Industrial, Limited	• *Wholesale:* 1 space per 1,000 square feet, which may include up to 10% office space, 1 space per 250 square feet of office floor area that is in excess of 10%, plus 1 space per 250 square feet of sales area • *Others:* 1 space per 500 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10%,
Industrial, Major	• *Warehouse/Storage/Wholesale:* 1 space per 1,000 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10%. • *Others:* 1 space per 500 square feet, which may include up to 10% office space plus 1 space per 250 square feet of office floor area that is in excess of 10%.
Industrial, Minor	• *Warehouse/Storage/Wholesale:* 1 space per 1,000 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10%. • *Others:* 1 space per 500 square feet, which may include up to 10% office space plus 1 space per 250 square feet of office floor area that is in excess of 10%.
Industrial, Outdoor Operations	1 space per 500 square feet of lot area devoted to outdoor use, excluding parking areas and vehicular accessways, plus 1 space per 250 square feet of floor area for enclosed spaces used for administrative purposes (e.g. offices, employee lounge, etc.).
Industrial, Outdoor Storage Yards	1 space per 3,000 square feet of lot area
Liquor Stores	1 space per 200 square feet.
Massage Establishments	1 space per 250 square feet
Medical Services, Clinics/Offices	5.5 spaces per 1,000 square feet.
Medical Services, Equipment/Laboratories	1 space per 250 square feet.
Medical Services, Hospitals	1.75 spaces per bed.
Mortuary	1 space per 3 fixed seats or 1 space per 25 square feet of assembly area, where there are no fixed seats.
Motels	1 space per guest unit.
Offices, Administrative & Professional	1 space per 250 square feet.

DRAFT

	Minimum Parking Stalls Required
Oil and Hydrocarbon Activities	2 spaces per well
Parks, Public	As determined by the City Planner
Personal Services, General	1 space per 250 square feet
Personal Services, Limited	1 space per 250 square feet
Pharmacies/Drug Stores	1 space per 200 square feet
Recreation, Indoor	• *Bowling Alleys:* 4 spaces per lane, • *Billiard Halls:* 2 spaces per table • *Racquetball/Tennis: 3* spaces per court • *Swimming Pools:* 1 space per 500 square feet • *Skating rinks (ice/roller):* 1 space per 100 square feet • *Other uses:* Requires parking demand study Note: (1) If an indoor recreation facility has other uses (e.g. restaurant, bar, etc.), spaces required for those additional uses shall also be required.
Recreation, Open Space	None required
Recreation, Outdoor	• *Golf - Driving Range Only:* 1 space per tee • *Golf – Miniature Golf Course:* 3 spaces per hole • *Tennis: 3 spaces per court* • *Other uses:* Requires parking demand study Note: (1) If an outdoor recreation facility has other uses (e.g. restaurant, bar, etc.), spaces required for those additional uses shall also be required.
Recycling Facilities, Consumer	• *500 Square feet or smaller:* None required, except for the spaces required for the underlying use. However, such facility shall not occupy more than 5 existing parking spaces. • *Larger than 500 square feet:* Parking demand study required.
Recycling Facilities, Processing	1 space per 500 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office space in excess of 10%.

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	Minimum Parking Stalls Required
Religious Assembly	1 space per 3 fixed seats or 1 space per 35 square feet of the assembly areas with no fixed seats. A Religious Assembly facility with 300 seats or above shall require a parking study. Notes: (1) Every 18 inches of bench shall be considered as a fixed seat. (2) Any off-site parking, if proposed, shall be within 1,000 feet of the site it serves, as measured from closest property line.
Repair Services, Major	5.5 spaces per 1,000 square feet of floor area for first 100,000 square feet, plus 4.5 spaces per 1,000 square feet of floor area over 100,000 square feet.
Repair Services, Minor	5.5 spaces per 1,000 square feet of floor area for first 100,000 square feet, plus 4.5 spaces per 1,000 square feet of floor area over 100,000 square feet.
Research and Development	1 space per 250 square feet
Restaurants, Drive-In	Same requirements as Restaurants, Sit Down. Also subject to the minimum stacking requirements as specified under Drive-Through Facilities requirements.
Restaurants, Quick Service	Same requirements as Restaurants, Sit Down
Restaurants, Sit Down	• *Indoor:* Minimum of 10 spaces; or 1 space per 75 square feet of floor area up to 6,000 square feet, plus 1 space per 55 square feet over 6,000 square feet, or 1 space per 3 seats, whichever is greater. • *Accessory outdoor dining/seating areas:* No additional parking spaces required for if the outdoor dining/seating area is smaller than 300 square feet or has less than 20 seats. For outdoor dining/seating areas that is not exempt from additional parking, 1 space per 75 square feet of area over 300 square feet or 1 spacer per 3 seats over 20 seats, whichever is greater. Note: (1) If a restaurant only consists of an outdoor dining/seating area, parking requirements applicable to indoor space shall apply to such outdoor dining/seating area.
Restaurants, Specialty	Same requirements as Restaurants, Sit Down
Retail Sales, General	1 space per 200 square feet
Retail Sales, Outdoor	1 space per 200 square feet
Retail Sales, Warehouse Stores	1 space per 200 square feet

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	Minimum Parking Stalls Required
Salvage Yard	1 space per 3,000 square feet of the parcel where the use is located
Senior Living Facility, Large	5.5 spaces per 1,000 square feet.
Shopping Center	5.5 spaces per 1,000 square feet.
Stadiums and Sports Arena Complexes	Requires a parking demand study
Studios, Instruction/Service	1 space per 250 square feet or based on a parking demand study.
Entertainment Venues	1 space per 3 fixed seats or 1 space per 35 square feet of the assembly areas without fixed seats.
Transit Facilities	Requires a parking demand study
Utilities	• *Manned Facilities:* Requires parking demand study • *Un-manned facilities:* None required
Wireless Communication Facilities, Major	None required
Wireless Communication Facilities, Minor	None required

SECTION 5. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Chapter 20.11 to read as follows:

CHAPTER 20.11: PERMITTED LAND USES

20.11.010. INTENT AND PURPOSE

The intent and purpose of this chapter is to designate permitted land uses for the various zoning districts and to specify the type of City approval required for each use.

20.11.020. LAND USES

The land uses made part of this Chapter shall be interpreted consistent with the principles and rules set forth as follows:

A. Designations. The allowable uses in Table 20.11.020.A are established for base zoning districts by letter designations as follows:

1. “P” designates classes of uses permitted by right;
2. “C” designates classes of uses permitted with a conditional use permit;

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3. “--” designates classes of uses that are prohibited

B. Overlay Districts. Generally, the provisions of the zone to which an overlay zone is added shall apply. Refer to respective chapters of the overlay districts for additional requirements and provisions.

C. Unlisted Uses. The Community Development Director has the authority to make an interpretation whether a specific proposed use fits within or similar to an existing use class as either a permitted or conditionally permitted use. If the Director determines that an unlisted use does not fit within or is not similar to an existing use class, such use may be considered under procedures of Subsection 20.408.010 (Administrative Interpretation) in Chapter 20.408 (Administrative Procedures) of this Title.

D. Special Provisions. Special provisions related to a use are referenced in the "Special Provisions" column of Table 20.11.020.A. Such provisions may include references to other applicable code sections, or limitations to the specified land use.

E. The Off-Street parking requirements shall be in accordance with Section 20.08.040 of this Title.

F. Housing Opportunity Sites. Dwellings, Multiple-Family use in which 20 percent or more of the units are affordable to lower income households shall be permitted by right on properties designated as Focused Development Site Nos. 1, 2, 3, 7 and 10 in the City’s 2021-2029 Housing Element (6th Cycle). Development shall meet all of the requirements of the respective zone in which such sites are located in unless otherwise permitted by this Title, and shall be in compliance with the provisions of applicable environmental documents for such site, if any.

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TABLE 20.11.020.A. PERMITTED LAND USES TABLE

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C: Conditional Use Permit Required
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NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
RESIDENTIAL USES																						
Accessory Buildings and Structures	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	(1) In HR Zoning district, accessory building/structure is limited to 600 sq. ft.
Accessory Dwelling Unit	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Subject to requirements of Chapter 20.52 of this Title.
Accessory Dwelling Unit, Junior	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Junior accessory dwelling units are only permitted on a lot with an existing or proposed single-family dwelling. (2) Subject to requirements of Chapter 20.52 of this Title.
Boarding House	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	
Caretaker Unit	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	(1) Permitted only as an accessory use to a principal permitted use within the zone
Community Care Facility, Small	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	
Dwelling, Multi-Family	--	--	--	--	P	P	--	--	--	--	--	--	--	--	--	C	C	C	--	--	C	(1) In PF Zoning district, such dwelling unit is subject to development standards of R-2 Zoning District. (2) Refer to Section 20.11.020.D.
Dwelling, Single-Family Attached	--	P	--	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) In R-1 (5,000) and R-2 Zoning districts, two-story developments may be permitted only if the second story is an integral part of the first-floor unit. No separate second story dwelling unit shall be permitted. (2) In PF Zoning district, such dwelling unit is subject to development standards of R-2 Zoning District.
Dwelling, Single-Family Detached	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) Mobile homes cannot be used as a residence. (2) In PF Zoning district, such dwelling unit is subject to development standards of R-1 Zoning District.
Dwelling, Two-Unit Development	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	

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TABLE 20.11.020.A. PERMITTED LAND USES TABLE

P: Permitted by Right
C: Conditional Use Permit Required
--: Prohibited

NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Employee Housing	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) In PF Zoning district, such dwelling unit is subject to development standards of R-1 Zoning District.
Fraternity/Sorority House	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Home Occupations	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Permitted only as an accessory use to a principal residential use. (2) Subject to requirements of Section 20.36 of this Title.
Live/Work Units	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	
Mobile Home Parks	C	--	--	--	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) A minimum 10-acre lot required with no less than 5,000 sq. ft. of land area within the park for each mobile home unit.
Model Homes and Real Estate Tract Sales Office	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Permitted only as a temporary use during active construction and/or sales period for a residential tract. (2) Subject to Chapter 20.54 of this Title.
Planned Residential Unit Development	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Subject to requirements of Chapter 20.16 of this Title. (2) In R1-H Zoning district, such development may include commercial uses permitted in the C-N zone if such use is integral part of the development, limited to one (1) acre (inclusive of required off-street parking area), entirely enclosed within a building except required off-street parking area, the hours of operation is limited to between 6 a.m. and 9 p.m., and the sign for the use is limited to 20 square feet in size and shall only demote type of use
Room Rental	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Permitted only as an accessory use to a principal residential use. (2) Renting is limited to not more than three (3) rooms or the providing of board for not more than three (3) persons, the combination of room and board not to exceed three (3) persons
Senior Living Facility, Small	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	

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P: Permitted by Right
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NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Supportive Housing	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	
Transitional Housing	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	
NON-RESIDENTIAL USES																						
Accessory Buildings and Structures	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Entertainment Business	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	(1) Subject to requirements of Chapter 20.44 of this Title
Agriculture, Industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Agriculture, Limited	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Agriculture, Major	--	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Non-dairy farms and aviaries: Minimum 40,000 square-foot lot required, and animals must be kept not less than 50 feet from any building utilized for human habitation. (2) Dairy farms: Minimum 80,000 square-foot lot required, and animals must be kept not less than 100 feet from any building utilized for human habitation. (3) Uses involving animals are subject to requirements of Title 6 of the City's Municipal Code.
Agriculture, Minor	C	P	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Alcoholic Beverage Sale, Off-sale	--	--	--	--	--	--	C	C	C	C	C	C	C	--	--	C	C	C	--	--	--	
Alcoholic Beverage Sale, On-sale	--	--	--	--	--	--	C	C	C	C	C	C	C	--	--	C	C	C	--	--	--	
Alcoholic Beverages Manufacturing	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C	--	--	--	--	--	--	
Ambulance Service	--	--	--	--	--	--	C	C	C	P	--	--	C	--	--	--	--	--	--	--	--	
Animals, Boarding/Kennel (Commercial)	--	--	--	--	--	--	--	--	--	C	P	--	C	C	--	--	--	--	--	--	--	
Animals, Boarding/Kennel (Noncommercial)	C	C	C	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Permitted only as an accessory use to a primary residential use, subject to requirements of Section 20.20.070 of this Title.

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[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Animals, Grooming and Daycares	--	--	--	--	--	--	--	C	C	C	P	--	C	C	--	C	C	C	--	--	--	
Animals, Ranch	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) A minimum 80,000 square-foot lot required, and animals must be kept not less than 100 feet from any building utilized for human habitation. (2) This use is subject to requirements of Title 6 of the City's Municipal Code.
Animals, Stable	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	(1) A minimum 40,000 square-foot lot required, and animals must be kept not less than 50 feet from any building utilized for human habitation. (2) In R1-H and HR Zoning districts, a private, noncommercial stable use is permitted by right, unless a separate permit is required per this Title. However, in R1-H Zone, such use limited to four (4) animals. (2) This use is subject to requirements of Title 6 of the City's Municipal Code.
Animals, Veterinary Clinic/Hospital	--	--	--	--	--	--	--	C	C	C	P	--	C	C	--	C	C	C	--	--	--	
Auditoriums and Meeting Places	--	--	--	--	--	--	C	C	C	C	--	C	C	C	--	C	C	--	--	--	--	
Automated Teller Machines	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	P	P	P	--	--	--	
Automotive, Parking Lots/Structures	--	--	--	--	--	C	--	--	--	C	--	--	--	P	--	P	P	P	--	--	--	(1) In R-3 Zoning district, the lot must be directly adjacent to a commercial zone.
Automotive, Parts/Supply Sales	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	
Automotive, Recharging Facilities	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Automotive, Repair (Major)	--	--	--	--	--	--	--	--	C	P	P	--	P	C	C	--	--	--	--	--	--	
Automotive, Repair (Minor)	--	--	--	--	--	--	--	--	P	P	P	--	P	P	C	--	--	--	--	--	--	
Automotive, Sales and Leasing	--	--	--	--	--	--	--	--	--	C	C	--	--	C	C	--	--	--	--	--	--	(1) Uses that do not include any outdoor storage/display of vehicles are considered as "Office - Professional" use.

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	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Automotive, Sales and Leasing (Limited)	--	--	--	--	--	--	--	--	--	P	P	--	P	P	P	P	P	P	--	--	--	
Automotive, Service Stations	--	--	--	--	--	--	--	C	C	C	C	C	C	C	C	--	--	--	--	--	--	(1) A conditional use permit for a new service station at any location within the corporate limits of the city shall not be approved and granted to any company or an affiliated company that owns, leases, rents or has control of, in any manner, property that is presently occupied by an abandoned or vacant service station at any other location within the corporate limits of the city. Abandoned or vacant, as used herein, shall mean that the service station has not been in operation for a period of ninety (90) days or more prior to the date the Planning Commission adopts its resolution on the application for a new service station. (2) This provision shall not apply to an abandoned or vacated service station that has been legally converted to and is being utilized for another permitted use, or to a service station that is not in operation because it is in the process of being reconstructed or remodeled.
Automotive, Towing Service	--	--	--	--	--	--	--	--	--	--	C	--	--	C	C	--	--	--	--	--	--	
Automotive, Washing and Detailing	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	--	--	--	--	
Bars and Nightclubs	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	
Borrow Pit	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) May be permitted in all Zoning districts with a Conditional Use Permit only if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Catering Services	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	N	N	N	--	--	--	

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	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Cemetery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	(1) In PF Zoning district, the use is permitted only on properties within the "Cemetery" General Plan Land Use Designation. (2) May be permitted in other zoning districts with a Conditional Use Permit only if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Clubs and lodges	--	--	--	--	--	--	--	C	C	P	--	C	--	--	--	C	C	C	--	--	--	
Community Care Facilities, Large	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	C	C	C	--	--	--	
Community Facilities, Public	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	
Computer Internet Facilities	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	C	C	C	--	--	--	
Contractor's Office & Storage	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1) Permitted only as a temporary use, during active construction period.
Convalescent and Rest Homes	--	--	--	--	--	--	--	C	--	--	--	--	--	--	--	C	C	--	--	--	--	
Convenience Stores and Mini Markets	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	C	C	C	--	--	--	
Day Care Centers	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	C	C	C	--	--	--	
Drive-Through Facilities	--	--	--	--	--	--	--	C	C	C	--	--	--	--	--	--	C	C	--	--	--	
Educational Institution, General	C	C	C	C	C	C	C	C	C	C	--	--	--	--	--	C	C	C	--	--	C	
Educational Institution, Trade	--	--	--	--	--	--	--	C	--	--	C	--	C	C	--	C	C	C	--	--	--	
Educational Institution, Tutoring	--	--	--	--	--	--	P	P	P	P	--	--	--	--	--	P	P	P	--	--	--	
Emergency Shelter	--	--	--	--	--	--	--	--	--	--	--	--	--	P/C	P/C	--	--	--	--	--	--	(1) Conditional Use Permit required for facilities with 30 or more beds. (2) Subject to requirements of Chapter 20.66 of this Title.
Entertainment Venues	--	--	--	--	--	--	--	--	P	P	--	P	--	--	--	C	C	--	--	--	--	

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[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Financial Institution	--	--	--	--	--	--	--	P	P	P	C	--	--	--	--	P	P	P	--	--	--	
Garden Centers and Nurseries	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	P/C	P/C	P/C	--	--	--	(1) In C-N Zoning district, outdoor storage of non-plant materials, including fertilizers, are not permitted. (2) In MU-I, MU-II and MU-III Zoning districts, uses without any outdoor storage is permitted by right, while uses with any outdoor storage is permitted with a conditional use permit.
Golf Course	--	--	--	--	--	--	--	--	--	--	--	P	C	--	--	--	--	--	P	--	--	(1) In PRO Zoning district, only publicly owned golf courses are allowed. (2) May be permitted in other zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Government Facilities	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	--	P	
Hazardous Waste Facility, Off-Site	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	(1) Subject to Chapter 20.48 of this Title. (2) The use is subject to Health and Reactivity rating of three or below in accordance with the NFPA 704 System, National Fire Protection Association or equivalent
Health/Fitness Center	--	--	--	--	--	--	--	--	--	P	--	P	--	C	--	C	C	C	--	--	--	
Helipads and Heliports	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) May be permitted in all Zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.

DRAFT

TABLE 20.11.020.A. PERMITTED LAND USES TABLE

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NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Hotels	--	--	--	--	--	--	--	--	C	P	--	P/C	--	--	--	C	C	C	--	--	--	(1) Accessory commercial and/or retail uses which are clearly incidental to the hotel, motel or resort complexes are permitted by right, in exception to C-RC Zoning district. (2) In C-RC Zoning district, accessory commercial and/or retail uses that are incidental to the hotel, motel or resort complexes are allowed subject to a Conditional Use Permit.
Industrial, Limited	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	--	--	(1) Accessory non-industrial uses (e.g. administrative offices, cafeterias, auditorium, recreation area) that provides support to and are clearly incidental to the permitted industrial use are permitted by right.
Industrial, Major	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--	--	--	--	--	(1) Accessory non-industrial uses (e.g. administrative offices, cafeterias, auditorium, recreation area) that provides support to and are clearly incidental to the permitted industrial use are permitted by right.
Industrial, Minor	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	--	--	--	--	(1) Accessory non-industrial uses (e.g. administrative offices, cafeterias, auditorium, recreation area) that provides support to and are clearly incidental to the permitted industrial use are permitted by right.
Industrial, Outdoor Operations	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Industrial, Outdoor Storage Yards	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P/C	--	--	--	--	--	--	(1) In M-2 Zoning district, this use is permitted without a conditional use permit if all outdoor storage is screened from view from all public right-of-way, otherwise a Conditional Use Permit is required. The outdoor storage of oversized and recreational vehicles shall require a Conditional Use Permit regardless of the screening.
Liquor Stores	--	--	--	--	--	--	--	C	C	C	--	--	--	--	--	C	C	C	--	--	--	

DRAFT

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NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Massage Establishments	--	--	--	--	--	--	P	P	P	P	--	P	--	--	--	P	P	P	--	--	--	(1) Use shall comply with the requirements set forth in Chapter 5.220 of the City's Municipal Code (e.g. separation, operating, permit requirements, etc.)
Medical Services, Clinics/Offices	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	P	P	--	--	--	
Medical Services, Equipment/Laboratories	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	P	P	--	--	--	
Medical Services, Hospitals	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	(1) May be permitted in other zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Mortuary	--	--	--	--	--	--	C	C	C	C	--	--	--	--	--	--	--	--	--	--	--	
Motels	--	--	--	--	--	--	--	--	--	C	--	P	C	--	--	C	C	C	--	--	--	(1) In M-P Zoning district, accessory commercial and/or retail uses that are incidental to the hotel, motel or resort complexes are allowed subject to a Conditional Use Permit.
Offices, Administrative & Professional	--	--	--	--	--	--	P	P	P	P	P	--	--	C	--	P	P	P	--	--	--	
Oil and Hydrocarbon Activities	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) This use is subject to requirements of Chapter 8.24 of the City's Municipal Code
Parks, Public	P	P	P	P	P	P	--	--	C	C	--	P	--	--	--	--	--	--	P	C	P	(1) Accessory uses and structures including hiking trails, visitor/community centers, maintenance buildings, ranger stations, restroom facilities, etc. are permitted by right.
Personal Services, General	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Personal Services, Limited	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	--	

DRAFT

TABLE 20.11.020.A. PERMITTED LAND USES TABLE

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[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
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	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Pharmacies/Drug Stores	--	--	--	--	--	--	P	P	P	P	--	--	--	--	--	P	P	P	--	--	--	
Real Estate Tract Sales Office	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Permitted only as a temporary use during active sales period for a residential tract.
Recreation, Indoor	--	--	--	--	--	--			P	P	--	P	--	--	--	P	P	P	--	--	--	
Recreation, Open Space	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	(1) Accessory uses and structures including hiking trails, visitor centers, camp grounds, maintenance buildings, ranger stations, restroom facilities, etc. are permitted by right.
Recreation, Outdoor	--	--	--	--	--	--	--	--	C	C	--	C	--	--	--	--	--	--	C	--	--	
Recycling Facilities, Consumer	--	--	--	--	--	--	--	--	P/C	P/C	P/C	--	--	--	--	P/C	P/C	P/C	--	--	--	(1) Must be established and maintained on a site located within a "Convenience Zone" as designated by the California Department of Conservation, or on a site that is also occupied by an operating a market or grocery store having an enclosed gross floor area of more than 10,000 square feet and engaged primarily in the sale of food items and secondarily in the sale of household items, off-sale alcoholic beverages and similar items. (2) A conditional use permit is required if the facility is larger than 500 square feet.
Recycling Facilities, Processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Religious Assembly	C	C	C	C	C	C	C	C	C	C	C	--	C	C	--	C	C	C	--	--	--	(1) In C-M, M-P, M-1 and M-2 Zoning districts, this use shall not locate within one thousand (1,000) feet, as measured from closest property line, of a previously entitled Religious Assembly located in CM, MP, M-1 or M-2 Zones.
Repair Services, Major	--	--	--	--	--	--	--	--	--	--	C	--	C	P	P	--	--	--	--	--	--	
Repair Services, Minor	--	--	--	--	--	--	--	P	P	P	P	--	P	P	P	--	--	--	--	--	--	
Research and Development	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	--	--	
Restaurants, Drive-In	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	--	--	--	--	--	

DRAFT

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	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Restaurants, Outdoor Dining	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use to another restaurant uses permitted in the zone.
Restaurants, Quick Service	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Restaurants, Sit Down	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Restaurants, Specialty	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Retail Sales, General	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	P	P	P/C/	--	--	--	(1) In MU-III Zoning district, uses between 5,000 square feet and 10,000 square feet or gross floor area permitted subject to a Conditional Use Permit; uses over 10,000 square feet of gross floor area not permitted. (2) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Retail sales, Outdoor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	(1) Subject to requirements of Section 20.72.040.C of this Title.

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[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
Retail Sales, Warehouse Stores	--	--	--	--	--	--	--	--	P	P		--	--	--	--	--	P	--	--	--	--	
Salvage Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Senior Living Facility, Large	--	--	--	--	--	--	C	C	C	C	C	--	--	--	--	C	C	C	--	--	--	
Shopping Center	--	--	--	--	--	--	--	P	P	P		--	--	--	--	P	P	--	--	--	--	
Stadiums and Sports Arena Complexes	--	--	--	--	--	--	--	--	C	--	--	C	--	--	--	--	--	--	C	--	--	
Studios, Instruction/Service	--	--	--	--	--	--	P	P	P	P	C	--	--	C	--	P	P	P	--	--	--	
Transit Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	
Utilities	--	--	--	--	--	--	--	--	--	P/C	--	P/C	--	--	P/C	--	--	--	--	--	P/C	(1) Privately owned utilities require a Conditional Use Permit. (2) May be permitted in other zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Wireless Communication Facilities, Major	--	--	--	--	--	--	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	(1) Subject to requirements of Chapter 20.68 of this Title.
Wireless Communication Facilities, Minor	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	(1) Subject to requirements of Chapter 20.68 of this Title.

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SECTION 6. Section 20.28.020 (Classification of Signs and Definitions) of Chapter 20.28 (Signs) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.28.020 CLASSIFICATION OF SIGNS AND DEFINITIONS.

For the purposes of this chapter, signs within the city shall be classified in accordance with one or more of the following definitions:

ADVERTISING STRUCTURE. A structure of any kind or character erected or maintained for outdoor advertising purposes upon which any poster, bill, printing, painting, or other advertising device must be placed. For purposes of this definition, a wall of a building may be considered an advertising structure if it is used for sign purposes.

ANIMATED SIGN or MOVING or ROTATING SIGNS. Any sign designed to attract attention through movement or the semblance of movement of the whole or any part, including, but not limited to, signs which swing, twirl, revolve, move back and forth or up and down; or signs which change color or shades of color; or any other method or device which suggests movement, but not including flags, banners, or time or temperature signs.

ANNOUNCEMENT or BULLETIN BOARD SIGN. Any sign permanent in character designed to accept changeable copy, handbills, posters, or matters of a similar nature.

BANNER SIGNS, FLAGS, STREAMERS, and PENNANTS. Any publicly visible advertising display made of cloth, paper, plastic, cardboard, metal, or any other usually flexible material, affixed to a freestanding pole or attached to an advertising structure which may indicate the identity of or give or ask information about or convey a message, either directly or indirectly, about a person, entity, business, commodity, service, or idea, and which may move or appear to move with air currents.

BUSINESS SIGN. Any sign which directs attention to a business, commodity, service, industry or other activity which is sold, offered, or conducted on the lot or parcel upon which sign is located, or to which it is affixed. Nothing contained in this definition shall be construed to permit the erection or construction of a off-site advertising sign unless said off-site advertising sign is otherwise permitted.

CENTER IDENTIFICATION SIGN. Any freestanding sign which advertises or directs attention to a shopping center or area having three (3) or more separate businesses located on a single parcel or lot but which does not identify individual businesses or activities therein.

CHANGEABLE COPY. Copy for temporary use which copy is changed at periodic intervals which may be utilized on freestanding, wall, bulletin board, or announcement signs.

COMPREHENSIVE SIGN PROGRAM. A complete set of site specific sign criteria for a multi-tenant development which demonstrates compatibility between

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building and signage in terms of architectural treatment, design, materials, and color.

CONSTRUCTION SIGN. Any sign stating the names of those individuals or businesses, such as architects, engineers, contractors, or owners, directly connected with a construction project and/or the name of the project, the address of the business, and emergency telephone numbers.

COPY. The text material of a sign including, but not limited to, letters, words, logos, and emblems.

COPY HEIGHT. The vertical measurement of the sign copy.

COPY LENGTH. The horizontal measurement of the sign copy.

DIRECTIONAL SIGN. Any sign erected for the purpose of informing the viewer of the approximate route, direction or location of a given activity but shall not include signs used specifically for advertising on-site activities.

DOUBLE-FACED SIGN. Any sign with two faces only, with each face oriented ninety to one hundred eighty degrees (90°—180°) from the other, to include “V” shaped and “Ball” type signs.

ELECTRONIC SIGN. A sign, building face, and/or any building or structural component that displays still images, scrolling images, moving images, or flashing images, including video and animation, through the use of grid lights, cathode ray projections, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology that is either independent of or attached to, integrated into, or projected onto a building or structural component, and that may be changed remotely through electronic means.

FACE OF BUILDING. The wall of a building fronting on a street, excluding any appurtenances, such as projecting fins, columns, pilasters, canopies, marquees, showcases, or other architectural decorations but not including any parapet wall required by building or other similar locally adopted codes.

FLASHING SIGN. Any sign which contains or is illuminated by lights or devices which are intermittently on and off, change in intensity, or which creates the illusion of flashing in any manner.

FREE STANDING SIGN. Any self-supporting sign standing on the ground and in no way attached to any building or building extension. Freestanding signs include, but are not limited to:

1. Directory signs. Multi-tenant directory signs advertising two or more businesses or tenants within small and midsize development projects. On large projects, a maximum of one (1) directory sign shall be permitted. No more than six (6) businesses or tenants shall be advertised on a multi-tenant directory sign.

2. Monument signs. Monument signs are low-profile freestanding signs not exceeding six (6) feet in height. Such signs may include, but are not limited to:

a. Major tenant identification signs are street oriented monument signs identifying a single major tenant in a development on a midsize lot, such as a supermarket, bank, or department store.

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b. Commercial and industrial center identification signs are street orientated monument signs identifying the project (development) name only.

c. Marquee signs are characterized by changeable copy.

3. Ground signs. Ground signs are freestanding signs from six (6) to twelve (12) feet in height. The base structure-to-sign area proportion shall be a minimum of one-half (½) the length of the sign area. These signs may advertise a combination of major tenant(s) and center identification.

4. Directional signs. Directional signs are signs which inform the viewer of the approximate route, direction or location of a given activity.

FREEWAY ORIENTED OFF-SITE ADVERTISING SIGN. An off-site advertising sign located within 500 feet of the SR-57 freeway right-of-way.

1. ELECTRONIC FREEWAY-ORIENTED OFF-SITE ADVERTISING SIGN means a freeway-oriented off-site advertising sign that employs digital message technology on at least one (1) display face and is capable of changing the static message or copy on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements can be changed or altered electronically. This includes billboards with displays that must be preprogrammed to display only certain types of information (i.e., time, date, temperature) and freeway oriented off-site advertising signs whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, signs also known as digital billboards or LED billboards.

FRONTAGE. As utilized in this chapter, shall mean the length of a lot along each street or other public thoroughfare, but not including such length along an alley, railroad, or freeway.

HEIGHT OF SIGNS. The vertical distance from the uppermost point of the sign including any proposed or existing ornamentation to the ground or grade level immediately below such point or to the level of the upper surface of the nearest curb of a street or alley, whichever measurement permits the greater elevation of the sign.

ILLUMINATED SIGN. Any sign upon which a source of light is used in order to make readable the message. This definition shall include internally and externally illuminated signs and reflectorized, glowing, or radiating signs.

LANDSCAPE PLANTER. An area specifically designated for plant materials which may be at, below, or above grade.

LARGE PROJECT. A development located on a lot or parcel with greater than two hundred fifty (250) lineal feet of street frontage.

LOCATION. A lot site or premise, building, wall or any place whatsoever upon which a sign is erected, constructed or maintained.

LUMINOUS. That which emits light.

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MAJOR TENANT. A business occupying a substantial percentage of the total leasable square footage in a commercial and/or industrial development. The major tenant determination is made by the City Planner. Signage for no more than three (3) major tenants shall be permitted within a single development.

MARQUEE (CHANGEABLE COPY) SIGN. Any sign which is characterized by changeable copy whether said sign is a freestanding or a wall sign or whether said sign projects from or is supported by a building.

MIDSIZE PROJECT. A development located on a lot or parcel with one hundred (100) to two hundred fifty (250) lineal feet of street frontage.

NAMEPLATE. Any sign naming the occupant of the premises, his business and/or address.

OFF-SITE ADVERTISING SIGN. Any sign which advertises or displays in any manner information about any business, industry, service, product, event, or pursuit not conducted on the parcel or lot on which the sign is erected or maintained. Such sign is commonly known as billboard signs.

PAINTED SIGN. Any sign painted directly on the exterior surface of a building or structure which has no raised borders, letters, characters, decorations, or illuminating appliances.

PARCEL or LOT. As utilized in this chapter, shall mean:

1. A parcel of real property which is shown as a single lot in a lawfully recorded subdivision approved pursuant to the provisions of the Subdivision Map Act (Cal. Bus. & Prof. Code, § 11500, et seq.); or

2. A parcel of real property, the dimensions and boundaries of which are defined as a single lot by a lawfully recorded Record of Survey map; or

3. A parcel of real property shown on a parcel map as a single lot lawfully recorded pursuant to the provisions of the Subdivision Map Act (Cal. Bus. & Prof. Code, § 11500, et seq.); or

4. Two (2) or more parcels of real property which are combined by an appropriately recorded written instrument or by common fee ownership and usage.

POLE SIGN. A freestanding sign where the sign area is supported by one (1) or more braces.

POLITICAL SIGN. Any sign advocating the election of a specific candidate or candidates for political office or advocating a position with respect to a ballot issue or issues.

PORTABLE SIGN. Any sign not designed to be attached to a building or anchored to the ground, including “A” boards, sandwich signs, fence signs, and vehicle mounted signs.

POSTER SIGN. Any portable sign or advertising device, temporary or otherwise, which is attached to or placed on the ground in any manner and may be visible from adjacent streets, highways, or neighboring property.

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PROJECTING SIGN. Any sign which is suspended from or supported by a building or wall and which projects more than twelve (12) inches from the building or wall.

REAL ESTATE SIGN. Any sign and/or sign structure relating to the sale, lease, or other disposition of the real property on which the sign is located and which is temporary in nature.

ROOF SIGN. Any sign erected, constructed, and maintained upon, or connected to, the roof of any building.

SIGN. Any visible display of illumination or material which, either directly or indirectly, advertises, informs, or identifies persons, businesses, commodities, services, or ideas, including all forms of flags, streamers, pennants, banners, and all window signing.

SIGN AREA. The area in square feet of the smallest rectangle enclosing the total exterior surface of a sign having but one (1) exposed exterior surface; should the sign have more than one (1) surface, the sign area shall be the aggregate area of all sign surfaces measured as above.

SIGN STRUCTURE. Any supports, uprights, bracings, guy rods, cables, and frame work of a sign.

SMALL PROJECT. A development located on a lot or parcel with less than one hundred (100) lineal feet of street frontage.

SNIPING. Posting, sticking, tacking, affixing or placing of cloth, paper or cardboard bills, cards or posters of metal, plastic or other material to or upon fences, posts, trees, buildings or other structures or surfaces, other than approved advertising structures with or without the written consent of the owner, holder lessee, agent or trustee thereof on which such sniping is performed. SNIPING shall not include any sign or notice issued by any court or public office or postings by a public officer in the normal performance of a public duty nor a private person serving legal notice.

TEMPORARY SIGN. Any non-illuminated sign constructed of paper, cloth, canvas, or other similar lightweight material, with or without frames, including painted windows, flags, streamers, pennants, banners and other signs not designed to be attached to a building or anchored to the ground, intended to be displayed for a period not to exceed forty-five (45) days.

TENANT. A business which occupies a commercial and/or industrial building. The tenant may own, lease, or rent the space which it occupies or intends to occupy within an existing or new development.

UNDER CANOPY SIGN. Any illuminated or non-illuminated sign attached to the underside of a projecting canopy or a separate freestanding canopy which is attached perpendicular to the building frontage.

WALL-AFFIXED SIGN. A sign which is attached to an exterior wall of any building or which is attached to any structure attached to the building. Wall-affixed signs include, but are not limited to:

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1. Awning signs. Signs attached to, painted on, or applied to an awning or awning canopy.

2. Marquee signs. Signs characterized by changeable copy.

3. Parapet signs. Signs attached to a parapet, which is a low wall used to protect the edge of a roof from view.

4. Projecting signs. Signs which are suspended from or supported by a building or wall and which projects more than twelve (12) inches from the building or wall.

5. Wall signs. Signs which have one (1) display surface placed on or parallel to and in front of any exterior wall of the building, and which projects not more than twelve (12) inches from the wall or structure to which it is attached.

WINDOW SIGN. Any sign painted, attached, glued, or otherwise affixed to a window or otherwise easily visible from the exterior of the building.

SECTION 7. Section 20.28.240 (Prohibited Signs) of Chapter 20.28 (Signs) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.28.240 PROHIBITED SIGNS.

Except as otherwise expressly permitted in this chapter, all signs are expressly prohibited, including, but not limited to, the following:

A. Flashing signs.

B. Moving or rotating signs.

C. Projecting signs.

D. Roof signs.

E. Portable signs.

F. Off-Site Advertising Signs, except for freeway oriented off-site advertising signs pursuant to Section 20.28.300.

G. No sign shall be allowed which contains obscene, indecent, or immoral matter.

H. Flags, streamers, pennants, or banners.

I. Signs not otherwise in conformance with this title.

J. Painted signs.

K. Pole signs.

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SECTION 8. Section 20.28.300 (Billboards) of Chapter 20.28 (Signs) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.28.300 OFF-SITE ADVERTISING SIGNS.

A. Purpose. This Section sets forth reasonable content-neutral regulations to create opportunities for the erection and operation of modern forms of freeway-oriented off-site advertising signs and the public benefits they can potentially provide while ensuring that their size, number, location, illumination and other operating characteristics do not impair the city's visual character and quality of life by creating or contributing to visual blight conditions.

B. Conditionally permitted in non-residential zones.

1. Notwithstanding Section 20.28.240, freeway-oriented off-site advertising signs are allowed in non-residential zones, subject to approval of a conditional use permit and compliance with all requirements of this section. In the event of any conflict between any provision contained in this section and any other provisions contained elsewhere in this code, the provisions of this section shall govern.

2. A conditional use permit for a freeway oriented off-site advertising sign shall not be approved unless the reviewing authority finds, in addition to all other findings required for approval of a conditional use permit, that:

a. The proposed freeway oriented off-site advertising sign would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility; and

b. The proposed freeway oriented off-site advertising sign would not interfere with on-site parking or landscaping required by city ordinance or permit.

3. The maximum duration of any conditional use permit approved for any freeway oriented off-site advertising sign shall be five (5) years for an electronic freeway-oriented off-site advertising sign, two (2) years in the case any other freeway-oriented off-site advertising sign, or the term of any development agreement, if any, that applies to such sign. Extensions of conditional use permit shall not be granted.

C. General Requirements. All freeway oriented off-site advertising signs must comply with the following requirements:

1. Freeway oriented off-site advertising signs must comply at all times with applicable laws including Caltrans regulations and this code.

2. Freeway oriented off-site advertising signs shall be placed at least two hundred (200) feet from any residential zone. The measurement shall be from the closest edge of the freeway oriented off-site advertising sign face to the closest edge of the residential zone.

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3. The minimum distance between freeway oriented off-site advertising signs or between such signs and the freeway right-of-way shall be the same as the minimum distance and separation criteria established by Caltrans. All distances shall be measured from the vertical centerline of each sign face.

4. Walls or screens at the base of the freeway oriented off-site advertising sign shall not create a hazard to public safety or provide an attractive nuisance and shall be continually maintained free from graffiti.

5. Freeway oriented off-site advertising signs shall not be operated in such a fashion as to constitute a hazard to safe and efficient operation of vehicles on streets or freeways.

6. No freeway oriented off-site advertising sign shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning or direction to vehicle traffic; for example, using such words or phrases as “stop” or “slow down.”

7. No freeway oriented off-site advertising sign shall involve any red or blinking or intermittent light that may be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and for roadways.

8. Freeway oriented off-site advertising signs shall be operated and maintained in compliance with Business and Professions Code Section 5403.

9. All utilities for freeway oriented off-site advertising signs shall be underground.

10. No freeway oriented off-site advertising sign shall have more than one (1) digital face (display surface) oriented in the same vertical plane.

11. The maximum height of any freeway oriented off-site advertising signs, including sign faces, shall be sixty-five (65) feet as measured from the bottom of the sign supports to the highest point of the sign face.

12. All freeway oriented off-site advertising signs shall plainly display, and be visible from no less than one hundred (100) feet, the name of the person or company owning or maintaining it and the freeway oriented off-site advertising sign identification number.

13. The sign owner must provide, and keep current, the name and contact information of a designated maintenance service available by telephone and able to respond to a repair call “24/7” in the event the sign malfunctions or becomes damaged.

14. Freeway oriented off-site advertising signs projecting over a driveway or driving aisle shall have a minimum clearance of thirty (30) feet between the lowest point of the sign and the finished driveway grade.

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15. No part of any freeway oriented off-site advertising signs shall cross onto or over an adjacent private property.

16. Freeway oriented off-site advertising signs projecting over a pedestrian walkway shall have a minimum clearance of thirty (30) feet between the lowest point of the sign and the walkway grade. Freeway oriented off-site advertising signs not projecting over drive areas shall have a minimum clearance of thirty (30) feet between the lowest point of the electronic freeway oriented off-site advertising sign and finish grade level.

17. Freeway oriented off-site advertising sign structures shall be free of any visible bracing, angle iron, guy wires, cable, and/or similar supporting elements. All exposed portions of an electronic freeway oriented off-site advertising sign, including backs, sides, structural support members and support poles, shall be screened to the satisfaction of the Director of Community Development.

18. No freeway oriented off-site advertising sign shall display any statement or words of an obscene, indecent, or immoral character, as that phrase is used in Business and Professions Code Section 5402 and judicial decisions interpreting the same.

D. Electronic Signs – Additional Requirements. All electronic freeway oriented off-site advertising signs must comply with the following requirements in addition to the requirements in subsection C, above:

1. Signs shall be connected to the National Emergency Network and provide emergency information, including child abduction alerts (i.e., “Amber Alerts”), in accordance with local and regional first responder protocols.

2. Static messages shall not include flashing lights or the varying of light intensity.

3. Each message shall be displayed for a minimum of four (4) seconds, or as otherwise specified in applicable laws.

4. Each sign shall have a light sensing device that will adjust the brightness as ambient light conditions change.

5. Signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot-candle meter, at a pre-set distance based on the expected viewing distances of each size sign as follows, unless otherwise specified in applicable laws:

Nominal Face Size	Distance to Point of Measurement
300 sq. ft.	150’
450 sq. ft.	200’
650 sq. ft.	250’

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Anything larger	300’

6. Each electronic freeway oriented off-site advertising sign shall be designed and required to freeze the display in one (1) static position, display a full black screen, or turn off, in the event of a malfunction.

E. Application Requirements. Applications for approval of a freeway oriented off-site advertising sign must include the following documents, materials, or information as well as any other documents, materials, or information deemed reasonably necessary by the Director of Community Development to ensure compliance with this section.

1. The name, address, phone number and other contact information of the person or entity proposing the agreement.

2. The location of the proposed freeway oriented off-site advertising sign.

3. Evidence that the applicant has legal or equitable interest in the proposed freeway oriented off-site advertising sign an in the site proposed for the sign; e.g., a fee interest, lease, easement or other entitlement, demonstrating the right to install and operate the freeway oriented off-site advertising sign on the subject property. Information to be provided shall include the written consent of the property owner if not readily ascertainable from the foregoing documents.

4. Conceptual design drawings for the freeway oriented off-site advertising sign(s) that include technical specifications to determine the freeway oriented off-site advertising sign’s compliance with this section.

5. Photos of all existing signage, architectural renderings and elevations in the vicinity of the proposed freeway oriented off-site advertising sign, and a scaled site plan and elevations showing the locations of all existing structures and improvements on the property and the proposed freeway oriented off-site advertising sign. Photo simulations shall be provided of the before and after physical site appearance from views as specified by the Director of Community Development.

6. A photo metric study prepared by a city-approved lighting engineer demonstrating compliance of the freeway oriented off-site advertising sign with the operational criteria of this section.

7. Details of any public benefit that would be provided by the proposed freeway oriented off-site advertising sign.

8. The applicant shall pay a filing fee in accordance with an approved resolution. This fee shall be in addition to any other required fees for business licenses or permits relative to the development of the property and shall be for the purpose of defraying the costs associated with city review of the application.

9. The applicant shall pay the cost of any environmental studies and reports necessary for the completion of the environmental review of the proposal pursuant to the California Environmental Quality Act.

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10. Such other documents, materials, or information deemed reasonably necessary by the Director of Community Development.

SECTION 9. Division I (General Regulations) of Title 20 (Zoning Code) of Part II Development Code) of the Brea City Code is amended by adding a new Chapter 20.74 to read as follows:

CHAPTER 20.74 TREE PRESERVATION

20.74.010 INTENT AND PURPOSE.

The intent and purpose of this Chapter is to acknowledge that certain native trees are important ecological and aesthetic resources that improves the quality of life for the City's residents, visitors and wildlife and to ensure preservation or propagation of such trees.

20.74.020 APPLICABILITY.

All parcels or any combination of parcels within a project site that are equal or greater than twenty thousand (20,000) square feet located within City limits are subject to the provisions of this chapter.

20.74.030 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply.

CERTIFIED ARBORIST means a person who is currently certified by the International Society of Arboriculture (ISA) as an expert on the care of trees or who is a member of the American Society of Consulting Arborists.

DESTROY, DESTROYED, DESTRUCTION refers to any act causing damage, injury, or death to a Protected Tree, or causing a Protected Tree to be uprooted or removed from the ground by any means, including, but not limited to, cutting, grading, changing hydrology during grading, construction, and/or erosion, burning, applying toxic substances, operating equipment or machinery, or by paving, changing the natural grade, trenching, or excavating within the protected root zone of a Protected Tree. Damage or mortality by natural causes, such as infestation, as verified by an Arborist shall not be considered damage necessitating tree replacement.

BREAST HEIGHT shall mean a point on the Projected Tree that is four and one-half (4.5) feet above ground from the uphill side of the tree.

DIAMETER AT BREAST HEIGHT (DBH) refers to the tree diameter of the perimeter tree trunk at the Breast Height. For Multi-Trunk Trees, each trunk shall be measured at the Breast Height, and the combined diameters of all trunks shall be used to determine the tree's DBH.

DRIP LINE is defined by the outermost edge of a tree canopy where water drips from and onto the ground.

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MONITORING PERIOD means the term of protection starting with the date of actual planting of a Replacement Tree and shall apply to a period of five (5) years. Protected Trees that are relocated shall be subject to the same Replacement Tree Monitoring Period.

MULTI-TRUNK TREE is defined as an individual tree with more than one trunk under the Breast Height.

NATIVE TREE shall mean a tree of native origin including any indigenous tree from California which is a member of a genus or species present at a given site prior to European settlement. Native Trees may include planted trees and naturally occurring trees of native origin.

PROTECTED TREE means all *Quaercus* varieties (Oak), all *Salix* varieties (Willow), all *Platanus* varieties (Sycamore), *Hesperocyparis forbesii* (Tecate Cypress), *Juglans californica* (Southern California Black Walnut), *Populus trichocarpa* (Black Cottonwood), *Populus fremontii* (Fremont Cottonwood), and *Alnus rhombifolia* (White Alder) that meets the following minimum DBH:

Table 20.73.030.A
Protected Tree Criteria

Tree Type	**Minimum DBH**	
	Single Trunk	**Multi-Trunk**
Quercus (Oak) varieties	6 inches	12 inches
Salix (Willow) varieties	6 inches	12 inches
Platanus (Sycamore) varieties	6 inches	12 inches
Hesperocyparis forbesii (Tecate Cypress)	No minimum	
Juglans californica (Southern California Black Walnut)	6 inches	12 inches
Populus trichocarpa (Black Cottonwood)	6 inches	12 inches
Populus fremontii (Fremont Cottonwood)	6 inches	12 inches
Alnus rhombifolia (White Alder)	6 inches	12 inches

PRUNING means pruning of limbs or deadwood provided such live limbs do not exceed six (6) inches in circumference at the location of the cut. All pruning work shall follow proper arboricultural practices per American National Standards Institute (ANSI) A300 standards and shall not be excessive to the extent that the life of the tree is endangered or its aesthetic value is diminished.

REPLACEMENT TREE shall mean any tree installed as a replacement for removal of a Protected Tree pursuant to requirements of this Chapter.

TREE REPLACEMENT RATIO represents the minimum number of Replacement Trees required as specified in section 20.73.050 of this Chapter.

20.74.040 EXEMPTIONS.

Requirements of this Chapter shall not apply to the following:

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A. Maintenance of a Protected Tree, such as pruning, as long as the tree is not destroyed.

B. Cases where immediate destruction of a Protected Tree is required for the protection of human life, property, or emergency access, as determined by the City Manager or his/her designee, any police officer or any fire fighter, after inspection.

C. Protected Trees regulated by any official Fuel Modification Plan and Maintenance Program and other defensible space requirements.

D. Protected Trees grown or held for sale within a licensed nursery facility, tree farm or commercial orchard, or landscape contractor.

E. Protected Trees located on properties owned by the City, County, State, or Federal Government.

F. Protected Trees located on any portions of land under a recorded easement held by public utility, if the destruction of such Protected Trees is required for installation of utilities and public facilities, and maintenance of property to allow a public utility to fulfill its obligation to provide service to the public.

G. Protected Trees located on a parcel where a project for which an administrative or discretionary Planning Division approval has been obtained prior to the effective date of this Chapter or for a project for which a valid building permit has been lawfully issued by the city prior to the effective date of this Chapter.

20.74.050 PROTECTED TREES.

A. It shall be unlawful for any person to destroy or otherwise direct or permit the destruction of any Protected Tree located on a parcel or any combination of parcels within a project site that is equal or greater than twenty thousand (20,000) square feet, without a permit issued by the City pursuant to the provisions of this section.

B. Replacement Trees. All Protected Trees removed shall be replaced pursuant to the following:

1. Replacement Trees shall be located on the same parcel or within the project site as the removed Protected Tree(s).

2. Replacement Trees shall consist exclusively of Protected Trees as defined in this Chapter, unless similarly appropriate native species is recommended by a Certified Arborist.

3. All Replacement Trees shall be in good health and shall be visually inspected for damage, such as canker, other pests/pathogens, and girdling or circling of roots.

4. The replacement trees shall be a minimum twenty-four (24) inch box size at time of planting.

5. The number of replacement trees shall be as identified in Table 20.73.050.A (Replacement Tree Ratio):

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Table 20.73.050.A Replacement Tree Ratio	
DBH of Protected Tree to be Removed	**Required Replacement Tree Ratio per Each Protected Tree Removed**
Less than 12 inches	2:1
12 to 18 inches	3:1
18 to 24	4:1
24 to 30	5:1
30 to 36	6:1
Above 36	7:1

6. Replacement Tree Monitoring Period. The property owner shall replace Replacement Tree(s) and relocated Protected Trees if such tree(s) are destroyed within the Monitoring Period, subject to the required number of replacement trees specified in Table 20.73.050.A. For purposes of this subsection, all Replacement Trees are considered as a Protected Tree regardless of size. After the completion of the Monitoring Period, Replacement Trees that meets the definition of a Protected Tree pursuant to this Chapter shall be considered as a Protected Tree.

7. Property owner shall submit a Tree Installation Certification prepared by a Certified Arborist or a licensed landscape architect certifying that the Replacement Trees and/or relocated Protected Trees were installed properly in accordance with the approved plan.

8. If a Certified Arborist determines that the site where the Replacement Trees are required to be planted cannot accommodate the required number of Replacement Trees because the site characteristics would inhibit healthy growth of such Replacement Trees (e.g. overcrowding of new trees; interference with structures and/or roots and canopy of existing trees, etc.), the applicant may pay a fee, in lieu of providing the required number of Replacement Trees.

a. Such in-lieu fee shall be calculated by a Certified Arborist, through an appraisal utilizing the most recent edition of the Guide for Plan Appraisal published by the ISA, the number of replacement trees required, and a report by a Certified Arborist or a licensed landscape architect specifying the number of required Replacement Trees that cannot be planted.

b. A request for in-lieu fee payment shall be submitted as part of the required Tree Permit, as specified in section 20.73.060.

c. If approved, the in-lieu fee shall be paid within five (5) business days from the issuance of the Tree Permit.

d. In-lieu fees collected pursuant to this Chapter shall be placed in the City's Park Development Fund.

20.74.060 TREE PERMIT

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A. Application. A Tree Permit application is required to remove any Protected Tree as defined in this Chapter. Such applications shall be filed with the Community Development Department on forms provided for such purpose, together with a filing fee as established by resolution of the City Council. The Tree Permit application shall include, but is not limited to, the following information:

1. A written statement indicating the reason for the destruction and/or relocation of protected tree(s).

2. A site plan and/or a landscaping plan showing the location of all trees to be destroyed and/or relocated, along with location of the required replacement trees.

3. A report obtained from a Certified Arborist, which shall include, but not limited to, the following:

a. Description and photographs of the impacted Protected Trees including genus and species name, health, and DBH of trees.

b. Analysis of the impacted trees that support the proposed destruction and/or relocation.

c. Analysis of the appropriateness of the proposed locations of each Replacement Tree and/or relocated Protected Tree.

d. Recommended care measures for the Replacement Trees and/or relocated Protected Trees.

4. If a Protected Tree is proposed to be relocated, a tree protection plan, prepared by a Certified Arborist, shall be included. Such plan shall describe measures required to be implemented to ensure safe transplant of the Protected Tree and continued survival of the relocated tree.

5. A request for payment of an in-lieu fee, if needed, subject to requirements of subsection 20.73.050.B.8.

B. Review Authority. The Community Development Director, or his designee, has the authority to review, approve, or deny Tree Permits, unless the Tree Permit is a part of a project that is under the purview of the Planning Commission. In such instance, the Planning Commission shall consider the Tree Permit as a part of the overall Project.

C. Required findings. The review authority shall approve a Tree Permit, only if at least one of the following findings can be made:

1. The condition of the Protected Tree(s) with respect to its health, danger of falling, proximity to proposed or existing structures, and/or interference with utility services warrant removal or relocation of the tree.

2. The location of the Protected Tree(s) unreasonably prevents the development of the property.

3. The removal and/or relocation of the Protected Tree(s) is consistent with good urban forestry practices.

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4. The Protected Tree(s) causes a threat to human life and/or personal property.

5. The proposed removal or relocation of the protected tree(s) will substantially improve the defensible space of the property in the event of a fire as determined by the Fire Department.

D. As a prerequisite to granting any Tree permit, the review authority may impose conditions.

E. Appeals. Any person may appeal the decision of the review authority with respect to a Tree Permit pursuant to Section 20.424 of this Title.

20.74.070 ENFORCEMENT.

The City may bring a civil penalty against any person or entity that acts in violation of requirements of this section or conditions of a Tree Permit issued pursuant hereto.

SECTION 10. Section 20.200.020 (Uses Permitted) of Chapter 20.200 (Single Family Residential – Hillside Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.200.020 USES PERMITTED.

A. Uses permitted in R1-H Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 11. Section 20.200.030 (Prohibited Uses) of Chapter 20.200 (Single Family Residential – Hillside Zone) of Division II (Specific Zone Regulations) of Title 20

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(Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.200.030 PROHIBITED USES.

Uses prohibited in R1-H are contained in Chapter 20.11 of this Title.

SECTION 12. Subsection A of Section 20.206.026 (Voluntary Pre-Application Review Process) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Prior to the submittal of an application for any hillside development permit or hillside development permit amendment, the property owner or an agent with written authorization is recommended to voluntarily meet with the Director of Community Development or designee to review the requirements of this chapter and to review matters set forth hereunder.

SECTION 13. Subsection A of Section 20.206.028 (Review Procedure and Cost Recovery) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Administrative hillside development permit. An administrative hillside development permit shall be processed in compliance with the procedures and noticing requirements established for a certificate of compatibility, as set forth in § 20.408.050. The Director of Community Development or designee may refer an administrative hillside development permit to the Planning Commission, in which case, the Planning Commission acts as the Director and follows the procedures and noticing requirements for a conditional use permit, as set forth in § 20.408.030.

SECTION 14. Section 20.206.040 (Land Use Regulations) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.206.040 LAND USE REGULATIONS.

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A. Permitted land uses. Uses permitted in HR Zone are contained in the Chapter 20.11 of this Title.

B. Permits Required.

1. The following applications for the development of property in the HR zoning district shall require an administrative hillside development permit, unless exempt as specified in Section 20.206.022 of this Chapter.

a. The construction of one (1) detached single-family dwelling unit on an existing legal lot.

b. Additions to existing dwelling units, whereby the addition consists of five hundred (500) square feet or more of habitable floor area.

c. An accessory structure or any combination of accessory structures, including detached garages, containing more than six hundred (600) of gross floor area.

d. Swimming pools, spas, and associated hardscape and landscape improvements.

e. Tennis courts, basketball courts, and similar sports courts.

f. Public and private parks.

g. Riding and hiking trails for pedestrians, equestrians and non-motorized vehicles.

h. Stables, corrals, and similar facilities for the private noncommercial keeping and containment of animals that is accessory to an existing primary residential use.

i. Lighting of tennis courts, basketball courts, and similar sports courts.

2. All other permitted or conditionally permitted uses with the HR Zone that are not listed in this Section shall require a hillside development permit, unless exempt as specified in Section 20.206.022 of this Chapter.

SECTION 15. Subsection E.1 of Section 20.206.050 (Application Filing Requirements) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. A detailed slope analysis map for the purposes of determining the amount and location of land as it exists in its natural state and for calculating the average slope. For the slope analysis map, the applicant shall use a base topographical map of the subject site, prepared and signed by a registered civil engineer or licensed land surveyor. The map shall have a scale of not less than one (1) inch

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to one hundred (100) feet and a contour interval of not more than ten (10) feet with two (2)-foot intermediates. This interval may be adjusted with the approval of the Director of Community Development and City Engineer on the basis of good engineering principles. This base topographical map shall include all adjoining properties within one hundred fifty (150) linear feet of the site boundaries to portray the site's context. The slope map shall delineate slope bands, with contrasting colors, for the following slope ranges:

a. Up to 10%;

b. 10.1% to 20%;

c. 20.1% to 25%;

d. 25.1% to 30%;

e. Greater than 30%.

SECTION 16. Subsection K of Section 20.206.050 (Application Filing Requirements) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

K. The following items shall also be required as part of an application, unless waived or conditionally waived by the Director of Community Development or the Planning Commission, to aid in the analysis of the proposed project to illustrate existing or proposed conditions or both:

1. A topographic model and/or large scale detailed partial model at a one to one (1:1) scale.

2. Visual simulation of the post-development condition, including use of photographic and/or computer-generated graphic renderings as described in paragraph N. below.

SECTION 17. Subsection C of Section 20.206.080 (Ridgeline Preservation) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Ridgeline preservation.

1. No grading or improvements shall occur within one hundred (100) feet of a designated and delineated significant ridgeline area, as measured horizontally on

a topographic map prior to any grading or improvements. A significant ridgeline area is determined by the Significant Ridgelines Map on file at the Community Development Department except as approved by a hillside development permit as in compliance with § 20.206.020. No portion of any structure shall be closer to a designated and delineated significant ridgeline area, as measured fifty (50) feet vertically from a cross section of the area.

2. No engineered slopes, housing construction, streets, utilities, excavation, or other permanent human-made features shall be permitted within any significant ridgeline area, as the same is determined by the Significant Ridgelines Map on file at Community Development Department. Exceptions may be granted as part of the hillside development permit process if findings are made that encroachment into a significant ridgeline area will be in compliance with the intent and purpose of this chapter and the specific criteria set forth herein and that conditions of approval applied via the hillside development permit will implement the provisions of this chapter.

SECTION 18. Subsection F.1 of Section 20.206.090 (Open Space) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

F. Natural open space ownership.

1. The fee title owner or easement holder of an interest in the land that is dedicated for natural open space purposes shall be selected by the property owner, developer, or subdivider, subject to the approval by the Director of Community Development. The ownership may vest in, but not be limited to, the following:

a. The city, subject to acceptance by the City Council of a recordable interest.

b. Other public jurisdictions or agencies, subject to their acceptance.

c. Quasi-public and nonprofit organizations, subject to their acceptance.

d. Homeowner associations or other similar organizations.

2. The city may, in its reasonable discretion, require that the applicant establish a mechanism to fund the long-term maintenance of such natural open space, which may include a cash deposit, an assessment district, trust, or other appropriate funding mechanism.

SECTION 19. Subsection B of Section 20.206.100 (Grading) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20

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(Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. General grading requirements.

1. Landform grading techniques such as varying slope height, rounding tops and toes of slopes, and incorporating variable gradients shall be used to ensure that manufactured slopes mimic natural hill forms. Landform grading shall be used for all post-disturbance conditions unless determined by the Director of Community Development and the City Engineer that landform grading is not feasible due to soil conditions, encroachment into sensitive biological resource areas, protection of watersheds or watercourses, or other similar considerations. Findings as part of the hillside development permit record as to why landform grading is not feasible.

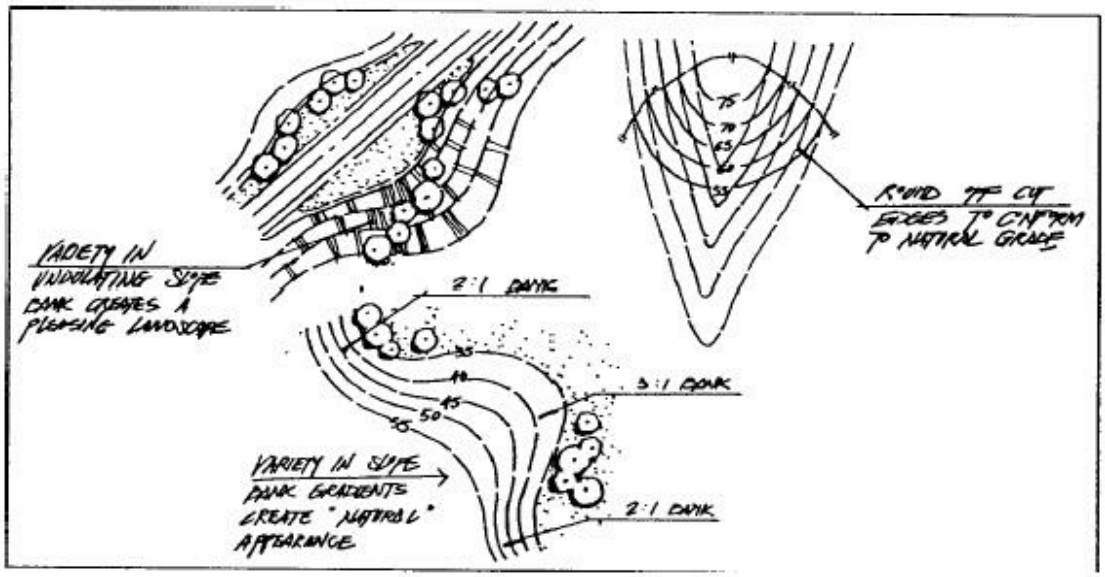

Figure 20.206.100.B

Applying the landform grading techniques illustrated above create the appearance of natural hills.

2. Super slopes, as defined by this chapter, shall be used in areas of high on-site and off-site project visibility, as determined by the viewshed analysis required for the hillside development permit described in § 20.206.050, to allow for visual breaks between terraced rows of housing units and to provide areas where landscaping can be used to soften the appearance of hillside development. Super slopes shall integrate manufactured slopes with natural slopes to give the appearance of a continuous natural landform.

3. Re-created ridgelines shall be used to mask the view of dwelling units on a hillside from off-site locations, to preserve the appearance of a natural undeveloped hillside, and to preserve the appearance of open space.

4. Berming shall be used to screen utilitarian features such as, but not limited to, water tanks and detention basins.

5. All slopes which are visible from any public right-of-way shall be landform graded.

6. No grading shall take place on any slope that exceeds thirty percent (30%) over an area encompassing one (1) acre or more and has any minimum horizontal dimension of fifty (50) feet. The following slopes shall be exempt from this standard:

a. Existing manufactured slopes.

b. City-approved soils remediation projects.

c. Slope requiring grading for safety purposes as designated by the Director of Community Development.

d. Implementation of General Plan or master-planned circulation routes.

e. Grading for emergency access, including where main road access also serves as emergency access.

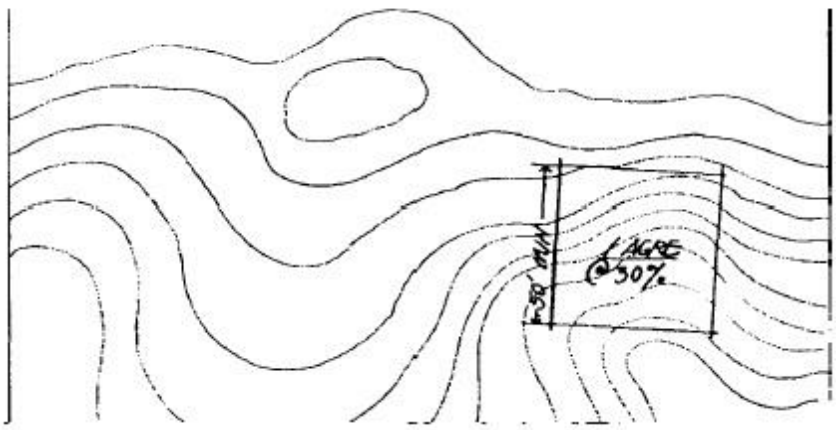

Figure 20.206.100.8.6

No grading shall take place on any slope that exceeds thirty percent (30%) over an area encompassing one (1) acre or more and has any minimum horizontal dimension of fifty (50) feet.

f. Grading in connection with a development project that proceeds by way of a development agreement or specific plan (as provided under state law) where imposing the grading prohibition could preclude a reasonable economic return on the development of the subject property, provided that the proposal complies with all other criteria of the Hillside Residential (HR) zoning standards including exceptions provided for in the zoning standards and is consistent with the city's Hillside Residential goals and policies as outlined in the Brea General Plan, including exceptions provided for in the General Plan policies.

7. No excavation or other earth disturbance shall be permitted on any hillside area prior to the issuance of a grading permit, with the exception of drill holes and exploratory trenches for the collection of geologic and soil data. Such trenches shall be properly backfilled and erosion treatment shall be provided where such slopes exceed twenty percent (20%).

8. Graded or cut embankment adjacent to a publicly maintained right-of-way shall not exceed a slope ratio greater than two (2) feet horizontal to one (1) foot vertical.

SECTION 20. Subsection E.1 of Section 20.206.140 (Street Requirements and Design) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. All public streets shall include a landscaped parkway between the edge of street paving and adjacent property lines. Such parkways shall be of a width required by the city's street design manual and shall include a sidewalk or other pedestrian way or trail as set forth in the street design manual or as otherwise may be required by the City Engineer and/or Director of Community Development through the hillside development permit review process.

SECTION 21. Subsection B of Section 20.206.160 (Landscape Standards) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. Landscape and irrigation plan.

1. All proposed new development shall require approval of a landscape and irrigation plan. Complete plans shall be submitted as part of the application process set forth in § 20.206.050. Such plans shall be subject to the review and approval of the Director of Community Development and the Fire Chief or designee.

2. All landscape and irrigation plans shall include all information required by the Community Development Department and shall be designed to ensure slope stability, fire safety, and design quality, as well as a tree removal and retention plan with the following information.

a. Identification of the extent of vegetation removal required for site preparation and development; and

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b. The location and species of individual trees of four (4)-inch caliper or more. Maximum effort should be exercised to retain existing trees in place.

3. The Director of Community Development may waive the landscape and irrigation plan requirement for additions and remodeling where no or only minor alterations to the existing landscape or topography are proposed.

4. All landscaping shall be planted and maintained in compliance with approved plans.

5. The developer shall be responsible for ensuring that all landscaping installed consistent with approved landscaping and irrigation plans is properly and effectively established one (1) year from the date of city sign-off on said installation. The developer shall be responsible for taking corrective measures directed by the city to ensure same. The city shall be authorized to require bonding or other surety to achieve this requirement.

SECTION 22. Subsection C of Section 20.206.160 (Landscape Standards) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. General landscaping standards.

1. All portions of a site where existing vegetative cover is damaged or removed, or consists primarily of weeds (typically unwanted plants that grow aggressively and are damaging to native plants), and are not otherwise covered with new improvements, must be successfully re-vegetated with a substantial mix of native and/or drought tolerant grasses and ground covers. The density of the reestablished vegetation must be adequate to prevent soil erosion and invasion of weeds after one (1) growing season. Refer to the plant palette in this chapter for a list of noxious weeds and non-natives that are not allowed in the Brea Hillside Management Zone.

2. Utilitarian structures such as fuel tanks, water tanks or towers, similar storage facilities shall be installed underground. Those not installed underground shall be painted with earth tones found in the adjacent area or shall be entirely screened with appropriate landscaping that blends with the surrounding natural environment.

3. Plants with similar water requirements shall be grouped together in hydrozones. Refer to the plant palette in this chapter.

4. Prior to planting consideration of soil compaction shall be used to determine planting pit depths and drainage.

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5. The Director of Community Development shall have the authority to require other improvements such as the removal of dead or diseased trees and the thinning of trees or other vegetation to encourage desirable growth.

<u>SECTION 23.</u> Subsection D of Section 20.206.160 (Landscape Standards) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

D. Tree removal and replacement.

1. For each existing native tree or shrub removed or damaged with a combined caliper equal to or greater than four (4) inches at four (4) feet above finish grade, a twenty-four (24)-inch box minimum replacement tree or shrub of the same genus and species shall be planted on the site. For trees equal to or in excess of an eight (8)-inch combined caliper, the replacement tree shall be a forty-eight (48)-inch box or larger of the same genus and species. Should a tree of the same genus and species not be available, the applicant shall submit reasonable proof of general unavailability in the region, and a list of no less than five (5) substitutes, one (1) of which shall be of the same genus, for approval by the Director of Community Development.

2. The Director of Community Development may approve a substitute or may require provisions, including but not limited to bonds or similar security, to assure the installation and maintenance of the specific genus desired.

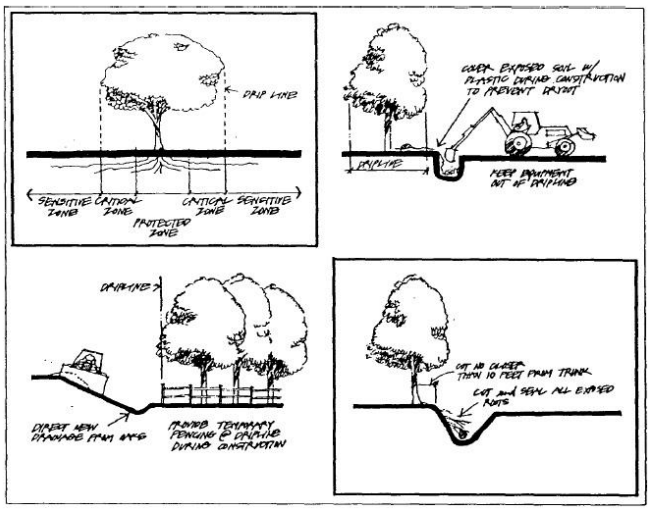

Figure 20.206.160.D

In order to ensure that native vegetation, such as oak trees, survive the construction phase of hillside development, any grading activities must be

appropriately setback from the vegetation. Tree protection standards are established to ensure that preserved trees survive the construction phase. The preservation of trees will benefit hillside communities by giving an established appearance to the community.

SECTION 24. Section 20.208.020 (Uses Permitted) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.208.020 USES PERMITTED.

A. Uses permitted in R-1 Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 25. Section 20.208.030 (Uses Expressly Prohibited) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.208.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in R-1 Zone are contained in Chapter 20.11 of this Title.

SECTION 26. Subsection D.1 of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific

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Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Buildings and structures shall have a height no greater than thirty-five (35) feet, except any detached accessory structures, including but not limited to, patios, pool houses, and garages shall have a height no greater than eighteen (18) feet.

SECTION 27. Subsection E.1.b of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

b. Notwithstanding other provisions contained herein; the entire front yard area, including the minimum required front yard, shall be kept and maintained free and clear of all attached or detached accessory structures, building and automotive materials, trash, debris, trash storage receptacles, inoperable motor vehicles, camper shells not mounted on motor vehicles, boats, or boats and trailers, including utility trailers. Parking and driveway areas within the entire front yard area shall not exceed fifty-five percent (55%) of such yard area; for lots at the end of cul-de-sac with a lot frontage of less than forty (40) feet, the parking and driveway areas within the entire front yard may be paved up to a maximum of eighty percent (80%), all subject to the Community Development Director's review and approval. The parking of operable motor vehicles shall be permitted only on an all-weather surface, subject to the review and approval of the Community Development Director.

SECTION 28. Section 20.212.020 (Uses Permitted) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.212.020 USES PERMITTED.

A. Uses permitted in R-1 (5,000) Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

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2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 29. Section 20.212.030 (Uses Expressly Prohibited) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.212.030 USES EXPRESSLY PROHIBITED.

A. Uses prohibited in R-1 (5,000) Zone are contained in Chapter 20.11 of this Title.

SECTION 30. Subsection C of Section 20.212.040 (Property Development Standards) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Dwelling unit density. Maximum net dwelling unit density shall not exceed the required minimum net area per dwelling unit of five thousand (5,000) square feet, except that an accessory dwelling unit and a junior accessory dwelling unit may be permitted pursuant to requirements of Chapter 20.52, in addition to the one (1) dwelling unit subject to the provisions set forth herein, or as otherwise permitted by State law.

SECTION 31. Subsection D.1 of Section 20.212.040 (Property Development Standards) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II

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(Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Buildings and structures shall have a height no greater than thirty-five (35) feet, except any detached accessory structures, including but not limited to, patios, pool houses, and garages shall have a height no greater than eighteen (18) feet.

SECTION 32. Section 20.216.020 (Uses Permitted) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.216.020 USES PERMITTED.

A. Uses permitted in R-2 Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 33. Section 20.216.030 (Uses Expressly Prohibited) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.216.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in R-2 Zone are contained in Chapter 20.11 of this Title.

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SECTION 34. Subsection D.1 of Section 20.216.040 (Property Development Standards) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Buildings and structures shall have a height no greater than thirty-five (35) feet, except any detached accessory structures, including but not limited to, patios, pool houses, and garages shall have a height no greater than eighteen (18) feet.

SECTION 35. Section 20.220.020 (Uses Permitted) of Chapter 20.220 (R-3 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.220.020 USES PERMITTED.

A. Uses permitted in R-3 Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 36. Section 20.220.030 (Uses Expressly Prohibited) of Chapter 20.220 (R-3 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

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20.220.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in R-3 Zone are contained in Chapter 20.11 of this Title.

SECTION 37. Subsection H of Section 20.220.040 (Property Development Standards) of Chapter 20.220 (R-3 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

H. Building area. The minimum living area for a dwelling unit on a lot in the R-3 and R-3-I Zones, which shall not include garage area, shall have a gross floor area of not less than the following:

1. Studio Unit: Four hundred fifty (450) square feet.
2. One (1) Bedroom Unit: Six hundred fifty (650) square feet.
3. Two (2) or more - Bedroom Unit: Eight hundred (800) square feet.

SECTION 38. Section 20.224.020 (Uses Permitted) of Chapter 20.224 (C-P Commercial, Administrative, and Professional Office Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.224.020 USES PERMITTED.

Uses permitted in C-P Zone are contained in Chapter 20.11 of this title.

SECTION 39. Section 20.224.030 (Uses Expressly Prohibited) of Chapter 20.224 (C-P Commercial, Administrative, and Professional Office Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.224.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in C-P Zone are contained in Chapter 20.11 of this Title.

SECTION 40. Section 20.228.020 (Uses Permitted) of Chapter 20.228 (C-N Neighborhood Commercial Zone) of Division II (Specific Zone Regulations) of Title 20

(Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.228.020 USES PERMITTED.
Uses permitted in C-N Zone are contained in Chapter 20.11 of this Title.

SECTION 41. Section 20.228.030 (Uses Expressly Prohibited) of Chapter 20.228 (C-N Neighborhood Commercial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.228.030 USES EXPRESSLY PROHIBITED.
Uses prohibited in C-N Zone are contained in Chapter 20.11 of this Title.

SECTION 42. Section 20.232.020 (Uses Permitted) of Chapter 20.232 (C-C Major Shopping Center Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.232.020 USES PERMITTED.
Uses permitted in C-C Zone are contained in Chapter 20.11 of this Title.

SECTION 43. Section 20.236.020 (Uses Permitted) of Chapter 20.236 (C-G General Commercial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.236.020 USES PERMITTED.
Uses permitted in C-G Zone are contained in Chapter 20.11 of this Title.

SECTION 44. Section 20.236.030 (Uses Expressly Prohibited) of Chapter 20.236 (C-G General Commercial Zone) of Division II (Specific Zone Regulations) of Title 20

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(Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.236.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in C-G Zone are contained in Chapter 20.11 of this Title.

SECTION 45. Subsection M.5 of Section 20.236.040 (Property Development Standards) of Chapter 20.236 (C-G General Commercial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

5. Landscaping maintenance.

a. Prior to the installation of the landscaping in the public right-of-way, the developer shall provide for continual maintenance by an agreement with the city.

b. Property owners are responsible for the continual maintenance of all landscaped areas on-site, as well as contiguous planted areas within the public right-of-way. All landscaped areas shall be kept free from weeds and debris, maintained in a healthy, growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Any diseased, dead, damaged or decaying plant materials shall be removed and replaced within thirty (30) days following written notice from the Community Development Director.

c. Irrigation systems shall be kept in working condition. Adjustments, replacements, repairs and cleaning shall be a part of regular maintenance.

d. Trees shall be staked and tied with lodge poles. Stakes and ties on trees shall be checked regularly for correct functions. Ties shall be adjusted to avoid creating abrasions or girdling on trunks or branches.

e. Street trees planted within public rights-of-way and/or trees planted adjacent to public sidewalks shall be provided with root barriers, subject to Community Development Director review and approval.

f. Stakes and ties on trees shall be checked regularly for correct functions. Ties shall be adjusted to avoid creating abrasions or girdling on trunks or branches.

SECTION 46. Section 20.240.020 (Uses Permitted) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.020 (Repealed by Ord. XX, Date)

SECTION 47. Section 20.240.030 (Principal Uses Permitted) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.030 PRINCIPAL USES PERMITTED.

Principal uses permitted in C-M Zone are contained in Chapter 20.11 of this Title.

SECTION 48. Section 20.240.040 (Uses Permitted subject to Conditional Use Permit) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.040 USES PERMITTED SUBJECT TO CONDITIONAL USE PERMIT.

Uses permitted subject to conditional use permit in C-M Zone are contained in Chapter 20.11 of this Title.

SECTION 49. Section 20.240.050 (Uses Prohibited) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.050 USES PROHIBITED.

Uses prohibited in C-M Zone are contained in Chapter 20.11 of this Title.

SECTION 50. Section 20.244.020 (Uses Permitted) of Chapter 20.244 (C-RC Commercial Recreation Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.244.020 USES PERMITTED.

Uses permitted in C-RC Zone are contained in Chapter 20.11 of this Title.

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SECTION 51. Section 20.244.030 (Uses Expressly Prohibited) of Chapter 20.244 (C-RC Commercial Recreation Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.244.030 USES EXPRESSLY PROHIBITED.
Uses prohibited in C-RC Zone are contained in Chapter 20.11 of this Title.

SECTION 52. Section 20.248.020 (Uses Permitted) of Chapter 20.244 (M-P Planned Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.248.020 USES PERMITTED.
Uses permitted in M-P Zone are contained in Chapter 20.11 of this Title.

SECTION 53. Section 20.248.030 (Uses Prohibited) of Chapter 20.248 (M-P Planned Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.248.030 USES PROHIBITED.
Uses prohibited in M-P Zone are contained in Chapter 20.11 of this Title.

SECTION 54. Section 20.252.020 (Uses Permitted) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.252.020 USES PERMITTED.
Uses permitted in M-1 Zone are contained in Chapter 20.11 of this Title.

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SECTION 55. Section 20.252.030 (Uses Expressly Prohibited) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.252.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in M-1 Zone are contained in Chapter 20.11 of this Title.

SECTION 56. Subsection D.4 of Section 20.252.040 (Property Development Standards) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

4. In all front yards, the equivalent of one (1) tree per thirty (30) lineal feet of front property line shall be provided; in all rear and side yards, visible from adjacent streets or residential neighborhoods, one (1) tree for each thirty (30) lineal feet of combined rear and side interior property lines shall be planted in either a lineal or grouped manner. In addition, a five (5) foot, net (clear of curb), interior property line landscaped strip shall be provided. This landscaping shall be continuous along all interior property lines. Landscaping shall be held back from the property line or intersection with driveways or streets so as not to hinder traffic visibility.

SECTION 57. Subsection E of Section 20.252.040 (Property Development Standards) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

E. Walls, fences, landscaping, and property maintenance.

1. Required walls.

a. Walls along common property lines shall be erected as required in paragraph D. above, however, said walls shall be reduced to a height of thirty (30) inches in the area defined as the front yard in the abutting residential zone.

b. Required walls shall be constructed of masonry material not less than six (6) inches in thickness.

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2. Permitted fences and walls. Fences and walls not to exceed seven (7) feet in height shall be permitted within any side or rear yard area or along any common property line provided, however, that the wall or fence does not exceed a height of thirty (30) inches within the front yard or side yard on the street side of a corner lot.

3. Height of walls and fences. The height of walls and fences shall be measured from highest ground level immediately adjacent to the base of the wall.

4. The provisions of this section shall not apply to a fence or wall height as required by any law or regulation of the state or agency thereof.

5. Landscaping required.

a. Areas utilized for parking or loading, will be screened, modulated, or interrupted from view of access on adjacent streets, freeways, and adjacent residential property. This can be accomplished by one of three (3) techniques:

(1) Lineal masses of shrubs;

(2) Lineal or group masses of major scale trees; or

(3) Lineal or grouped masses of smaller scale trees.

b. Dual texturing of building facades or a five (5) foot strip of building parameter landscaping shall be required, with the exception of rear or side walls abutting other existing buildings.

c. Parking lot trees. Trees equal in number to one (1) per each five (5) parking stalls either grouped or clustered shall be installed in all parking areas. Said trees shall be placed on the lot so as not to interfere with interior industrial parking lot circulation. Trees shall be placed so as to give relief to the monotony of rows of parked vehicles.

d. A detailed landscaped plan (including irrigation, plant and material specifications) shall be submitted to the Community Development Department for its approval prior to the issuance of building permits.

6. Landscaping maintenance.

a. Prior to the installation of the landscaping in public right-of-way, the developer shall provide for continued maintenance by an agreement with the city.

b. Property owners are responsible for the continual maintenance of all landscape areas on-site, as well as contiguous planted areas within the public right-of-way. All landscaped areas shall be kept free from weeds and debris, maintained in a healthy, growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Any diseased, dead, damaged or decaying plant materials shall be removed and replaced within thirty (30) days following written notice from the Community Development Director.

c. Irrigation systems shall be kept in working condition. Adjustments, replacements, repairs, and cleaning shall be a part of regular maintenance.

d. Trees shall be staked and tied with lodge poles. Stakes and ties on trees shall be checked regularly for correct functions. Ties shall be adjusted to avoid creating abrasions or girdling on trunks or branches.

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e. Street trees planted within public right-of-way and/or trees planted adjacent to public sidewalk shall be provided with root barriers subject to Community Development Director review and approval.

7. Property maintenance. Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs in the manner required to protect the health and safety of users, occupants, and the general public. The property shall be deemed substandard when it displays evidences of a substantial number of dilapidated conditions including, but not limited to the following:

a. Faulty, sagging or leaking roof;

b. Improper weatherization of building siding materials such as chipped or worn paint, wood siding showing signs of dry rot, cracked or chipped stucco and dented or rusted metal siding;

c. Broken or missing windows and sign panels;

d. Inadequate site drainage or standing water adjacent to building foundations;

e. Broken or inoperable sanitary and plumbing facilities;

f. Broken or missing foundation and attic vent screens and window screens; and

g. Structural deficiencies.

SECTION 58. Subsection K.5 of Section 20.252.040 (Property Development Standards) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

5. Trash storage method and location.

a. Trash enclosure location shall be subject to the approval of the Community Development and Public Works Departments.

b. Trash enclosure shall be of masonry construction or approved alternate material. Structural design and gates shall be in accordance with city standards.

SECTION 59. Section 20.256.020 (Uses Permitted) of Chapter 20.256 (M-2 General Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

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20.256.020 USES PERMITTED.

Uses permitted in M-2 Zone are contained in Chapter 20.11 of this title.

SECTION 60. Section 20.256.030 (Uses Prohibited) of Chapter 20.256 (M-2 General Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.256.030 USES PROHIBITED.

Uses prohibited in M-2 Zone are contained in Chapter 20.11 of this title.

SECTION 61. Section 20.258.010 (Mixed Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.258.010 MIXED-USE ZONING DISTRICTS.

A. Purpose and intent of Mixed-Use zoning districts.

1. Mixed-Use I.

a. This zoning district provides areas for intense, mixed-use urban environments that offer opportunities for people to live, work, shop, and recreate without having to use their vehicles. This designation encourages vertical and horizontal integration of compatible residential and nonresidential uses, whereby the uses share the same structure or parcel. The Mixed-Use I designation applies to Downtown Brea, including the Birch Street Corridor, as well as other sites located throughout the community with ready access to major roadways and public transit. Land uses specifically prohibited within the Mixed-Use I designation include the manufacturing and processing of goods and materials, and any warehousing. Public and private walkways and related facilities may be established within the Mixed-Use I designation.

b. The residential density range is 12.1 to 50 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 3.00. Residential densities at the higher end of the range will only be allowed for developments that clearly incorporate a mix of uses.

2. Mixed-Use II.

a. This zoning district provides opportunities for the coordinated development of urban villages that offer a diverse range of complementary land uses in close proximity to one another. Either vertical or horizontal integration of

DRAFT

uses is allowed, with an emphasis on tying together the uses with appropriate pedestrian linkages. Residential densities at the higher end of the scale will be allowed for developments that clearly integrate uses.

b. The Mixed-Use II designation applies to larger properties that would benefit from a coordinated, integrated approach to development. Development densities and intensities at the upper end of the stated range will only be allowed for those projects that include public and/or private educational facilities, as well as functional and attractive public open space amenities. Land uses specifically prohibited within the Mixed-Use II designation include the manufacturing and processing of goods and materials, and any warehousing. Public and private walkways and related facilities may be established within the Mixed-Use II designation.

c. The residential density range is 6.1 to 40 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 2.00. Residential densities at the higher end of the range will only be allowed for developments that clearly incorporate a mix of uses.

3. Mixed-Use III.

a. This zoning district provides opportunities for the revitalization of deteriorated commercial corridors and centers located on arterials by allowing the development of neighborhood-serving commercial uses and vary intensity offices paired with residential uses. Either vertical or horizontal integration of uses is allowed, with an emphasis on tying together the uses through appropriate pedestrian linkages, parking, and public open space (e.g., linkage parks or small plazas). Because of the linear nature of this district, building forms would be less intense than those allowed in either Mixed-Use I or Mixed-Use II and site design will provide a transition from the arterial street frontage to residential properties located behind the Mixed-Use III property. In essence, the Mixed-Use III development will serve as a buffer between the street and the residential development.

b. The Mixed-Use III designation applies to properties that front Brea Boulevard and a portion of Imperial Highway. Land uses specifically prohibited within the Mixed-Use III designation include regional-serving retail uses, general industrial uses, and any warehousing. Additionally, nonresidential uses and access serving nonresidential developments (except for live/work developments) shall not be allowed on Walnut Avenue.

c. The residential density range is 6.1 to 18 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 1.00. Residential densities at the higher end of the range will only be allowed for developments that clearly incorporate a mix of uses.

B. Allowable land uses. Uses permitted in Mixed Use Zoning Districts are contained in Chapter 20.11 of this Title.

C. Prohibited land uses. Uses prohibited in Mixed Use Zoning Districts are contained in Chapter 20.11 of this Title.

DRAFT

D. Plan or precise development review required. Depending on the size of the construction activity (see Table 2-1), all construction activities (e.g., additions, alterations, construction, reconstruction, or remodeling) may require review and approval in compliance with §§ 20.260.050 (Special Provisions) and 20.408.040 (Plan Review).

TABLE 2-1
REVIEW AUTHORITY CHART

TYPE OF CONSTRUCTION ACTIVITY	*Role of Review Authority (1)*		
	CITY PLANNER (Plan Check)	*DIRECTOR (Plan Review)*	*PLANNING COMMISSION (Precise Development Review)*
Facade improvements, only when not visible from a public right-of-way	Decision		
Nonresidential construction, up to a maximum of 25% of the existing gross floor area	Decision		
Residential construction, up to a maximum of 25% of the existing gross floor area, but no additional dwelling units	Decision		
Tenant improvements	Decision		
Facade improvements, only when visible from a public right-of-way		Decision	
Nonresidential construction, up to a maximum of 10,000 square feet of gross floor area		Decision	
Residential construction, up to a maximum of four dwelling units		Decision	
Nonresidential construction, 10,000			Decision

DRAFT

square feet or more of gross floor area			
Residential construction, five or more dwelling units			Decision
NOTE: (1) The review authority identified in the table above may defer action and refer the request to the next higher review authority for the final decision.			

SECTION 62. Section 20.258.010 (Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by deleting Table 2-2.

SECTION 63. Subsection A of Section 20.258.020 (General Development Standards for the Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Compliance with Tables 2-3 through 2-8 required. Requirements in Tables 2-3 through 2-8 below shall apply in respective Mixed-Use Zoning Districts.

SECTION 64. Subsection C of Section 20.258.020 (General Development Standards for the Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Design guidelines. Applicable design guidelines in Section 20.258.040 of this Chapter.

SECTION 65. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II

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(Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-3 to read as follows:

TABLE 2-3 ***DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE I ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-I***	***NOTES***
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses	12.1 to 50 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	3.00	
Minimum setbacks		
Front and street side along Ash Street, Birch Street, Brea Boulevard and Imperial Highway	None permitted (A), except for allowable plazas and outdoor dining areas/uses	
Front	None	
Side (interior, each)		
Single-story	None (B)	
Second-story and above, if residential	10 feet (B)	
Side, street	None	
Side, adjoining, residential uses	10 feet (C)	
Rear, if nonresidential adjoining nonresidential	None (D)	
Rear, if residential or if nonresidential adjoining residential uses	10 feet (D)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in	5 feet	

DRAFT

the upper floors of a parking structure.)		
Minimum distance between structures located on the same parcel	None	
Maximum structure height	100 feet	
Minimum common residential open space for multi-family dwellings. (The minimum dimension shall be 15 feet.)	75 square feet/ dwelling unit	
Minimum private residential open space for multi-family dwellings.(The minimum dimension shall be 5 feet.)	50 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (A), (B), (C) and (D) refer to the graphics following this Table.		

SECTION 66. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-4 to read as follows:

TABLE 2-4 ***DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE II ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-II***	***NOTES***
Minimum project size (1)	10,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are
Minimum parcel width (1)	100 feet	
Minimum parcel depth (1)	200 feet	

DRAFT

Minimum/maximum allowable density range for residential uses	6.1 to 40 du/acre	not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front	None	
Side (interior, each)		
Single-story	None (E)	
Second-story and above, if residential	10 feet (E)	
Side, street	None	
Side, adjoining, residential uses	10 feet (F)	
Rear, if nonresidential adjoining nonresidential	None (G)	
Rear, if residential or if nonresidential adjoining residential uses	10 feet (G)	
Parking area setbacks (front and street side)	15 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	60 feet	
Minimum common residential open space for multi-family dwellings. (The minimum dimension shall be 15 feet.)	75 square feet/ dwelling unit	
Minimum private residential open space for multi-family dwellings.(The minimum dimension shall be 5 feet.)	50 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (E), (F), and (G) refer to the graphics following this Table.		

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SECTION 67. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-5 to read as follows:

TABLE 2-5 ***DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-III***	***NOTES***
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses	6.1 to 18 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	1.00	
Minimum setbacks Front and street side along Brea Boulevard and Imperial Highway		
Parcels of less than one acre	None permitted (H), except for allowable plazas and outdoor dining areas/uses	
Parcels of one acre or greater		
At least 50% of the parcel frontage	None permitted (I)	
Up to 50% of the parcel frontage. (No parking within setback allowed.)	May maintain an average setback of 10 feet (I)	
Front, other than Brea Boulevard or Imperial Highway	None	
Side (interior, each)		
Single-story	None (J)	

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Second-story and above, if residential	10 feet (J)	
Side, street, other than Brea Boulevard or Imperial Highway	None	
Side, adjoining, residential uses	5 feet, average (K)	
Rear, if nonresidential adjoining nonresidential	None (L)	
Rear, if residential or if nonresidential adjoining residential uses	10 feet (L)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	35 feet	
Minimum common residential open space for multi-family dwellings.(The minimum dimension shall be 15 feet.)	75 square feet/ dwelling unit	
Minimum private residential open space for multi-family dwellings. (The minimum dimension shall be 5 feet.)	50 square feet/ dwelling unit	
Maximum parcel coverage	65%	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and Loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (H), (I), (J), (K) and (L) refer to the graphics following this Table.		

SECTION 68. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II

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(Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-6 to read as follows:

TABLE 2-6

DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE I ZONING DISTRICT

DEVELOPMENT STANDARDS	***MU-I***	***NOTES***
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes. (2) For structures located on Ash Street, Birch Street, or Brea Boulevard, north of Imperial Highway, there is no minimum setback requirement. All other setbacks shall be measured from the structure face to the nearest property line. (3) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet. (4) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck. For structures located on Ash Street, Birch Street, or Brea Boulevard, the maximum structure height shall be 55 feet.
Minimum parcel width (1)	None	
Minimum parcel depth (1)	None	
Minimum/maximum allowable density range for residential uses	12.1 to 50 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	3.00	
Minimum setbacks (2) front and street side along Ash Street, Birch Street, Brea Boulevard and Imperial Highway		
Single-story	5 feet (M)	
Second-story and above	10 feet (M)	
Front (3)	15 feet (N)	
Side (interior, each)	5 feet (O)	
Side, street (3)	15 feet (O)	
Side, adjoining, residential uses	10 feet (O)	
Rear	5 feet (P)	
Rear, adjoining nonresidential uses	10 feet (P)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (4)	100 feet	

DRAFT

Minimum common open space for multi-family dwellings.(The minimum dimension shall be 15 feet.)	100 square feet/ dwelling unit	
Minimum private open space for multi-family dwellings. (The minimum dimension shall be 8 feet.)	75 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (M), (N), (O), and (P) refer to the graphics following this Table.		

SECTION 69. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-7 to read as follows:

TABLE 2-7 ***DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE II ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-II***	***NOTES***
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes. (2) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet. (3) In projects with subterranean parking, structure heights shall be
Minimum parcel width (1)	None	
Minimum parcel depth (1)	None	
Minimum/maximum allowable density range for residential uses	6.1 to 40 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front (2)	15 feet (Q)	
Side (interior, each)	5 feet (R)	

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Side, street (2)	15 feet (R)	measured from the top of the parking deck.
Side, adjoining, nonresidential uses	10 feet (R)	
Rear	15 feet (S)	
Rear, adjoining nonresidential uses	20 feet (S)	
Parking area setbacks (front and street side)	15 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (3)	60 feet	
Minimum common open space for multi-family units.(The minimum dimension shall be 15 feet.)	100 square feet/ dwelling unit	
Minimum private open space for multi-family units. (The minimum dimension shall be 8 feet.)	75 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (Q), (R), and (S) refer to the graphics following this Table.		

SECTION 70. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-8 to read as follows:

TABLE 2-8 ***DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-III***	***NOTES***

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Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes. (2) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet. (3) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses	6.1 to 14 du/acre (See Section 20.258 .030.A.4)	
Maximum floor area ratio (FAR) for nonresidential uses	1.00	
Minimum setbacks. Front and street side along Brea Boulevard and Imperial Highway	Stand alone residential not allowed on Brea Boulevard or Imperial Highway	
Front, other than Brea Boulevard or Imperial Highway (2)	15 feet (T)	
Side (interior, each)	5 feet (U)	
Side, street other than Brea Boulevard or Imperial Highway (2)	15 feet (U)	
Side, adjoining, nonresidential uses	10 feet (U)	
Rear	15 feet (V)	
Rear, adjoining nonresidential uses	20 feet (V)	
Parking area setbacks (front and street side). No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (3)	35 feet	
Minimum common open space for multi-family dwellings.(The minimum dimension shall be 15 feet.)	100 square feet/ dwelling unit	

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Minimum private open space for multi-family dwellings. (The minimum dimension shall be 8 feet.)	75 square feet/ dwelling unit	
Maximum parcel coverage (not including parking decks)	65%	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (T), (U), and (V) refer to the graphics following this Table.		

SECTION 71. Subsection C of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Development standards generally. Mixed-use projects shall comply with the development standards in this paragraph in addition to the standards in paragraphs D through O, below.

1. Uses located in a single structure. For a mixed-use project where nonresidential and residential uses are located in a single structure, the density, floor area ratio (FAR), height of structures, parcel depth, parcel size, parcel width, and setbacks identified in Tables 2-3 through 2-8 shall apply.

2. Uses located in separate structures. For a mixed-use project where nonresidential uses and residential uses are located in separate structure(s), the following shall apply:

a. Nonresidential development.

(1) Tables 2-3, 2-4, and 2-5 (development standards for mixed use and nonresidential projects in the Mixed-Use I, Mixed Use II, and Mixed Use III zoning districts, respectively) shall apply.

b. Multi-family residential development.

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(1) Tables 2-6, 2-7, and 2-8 (development standards for "stand-alone" residential projects in the Mixed-Use I, Mixed Use II, and Mixed Use III zoning districts, respectively) shall apply.

SECTION 72. Subsection D.3 of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

3. Features.

a. Street level features. Long expanses of blank walls or an unbroken series of garage doors shall be prohibited.

b. Pedestrian-oriented features. At least seventy-five percent (75%) of the building frontage facing a public street or pedestrian way shall be devoted to pedestrian-oriented features (e.g., pedestrian entrances; landscaping; transparent display windows; windows affording views into retail, office, or lobby spaces, etc.). The review authority may reduce this percentage on a case-by-case basis.

c. Upper level features. Upper floor balconies, bays, and windows that overlook the street shall be provided whenever opportunities exist for such features.

d. Rooflines and setbacks. Projects shall provide a variety of roof designs as determined to be suitable by the Director.

e. Storefronts. The design of ground floor storefronts shall provide primary pedestrian access directly from the adjacent public street frontage, and include different setbacks and/or design features including, but not limited to, overhangs, awnings, and trellis, to visually differentiate the storefronts from other levels.

f. Entrances. When nonresidential and residential uses are located in the same structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to visually distinct from the entrances for residential uses.

g. Visual relationship between multiple structures. Multiple structures on a single site shall be designed to create a strong visual relationship between and among the structures. Architectural treatment of structures shall be consistent on all sides.

h. Preservation of neighborhood character. The design of new infill development shall respect, complement, and be compatible with the scale, style, theme, and design of established structures and neighborhoods.

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SECTION 73. Subsection E.1 of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Consistent with landscaping design guidelines. The landscaping of a mixed-use project shall be consistent with the requirements of Section 20.236.040.M of this Title.

SECTION 74. Subsection I.2 of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

2. Separate or shared parking facilities. Parking facilities may be separate or shared for nonresidential uses and residential uses.

SECTION 75. Section 20.259.020 (Principal Uses Permitted) of Chapter 20.259 (Parks/Recreation/Open Space) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.259.020 PRINCIPAL USES PERMITTED.

Uses permitted in PRO-NOS and PRO-P/R Zones are contained in Chapter 20.11 of this title.

SECTION 76. Section 20.259.030 (Uses Subject to Conditional Use Permit Approval) of Chapter 20.259 (Parks/Recreation/Open Space) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.259.030 USES SUBJECT TO CONDITIONAL USE PERMIT APPROVAL.

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Uses permitted with a conditional use permit in PRO-NOS and PRO-P/R Zones are contained in Chapter 20.11 of this title.

SECTION 77. Section 20.261.020 (Permitted Uses) of Chapter 20.261 (Public Facilities) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.261.020 PERMITTED USES.

Uses permitted in PF Zone are contained in Chapter 20.11 of this title.

SECTION 78. Section 20.261.030 (Uses Subject to Conditional Use Permit Approval) of Chapter 20.261 (Public Facilities) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.261.030 USES SUBJECT TO CONDITIONAL USE PERMIT APPROVAL.

Uses permitted with a conditional use permit in PF Zone are contained in Chapter 20.11 of this title.

SECTION 79. Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by deleting Chapter 20.284 (Large Family Day-Care Homes).

SECTION 80. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it enacts omnibus zoning code amendments that will not have a significant effect on the environment. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 81. SEVERABILITY.

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If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 82. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

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<u>SECTION 83.</u> CERTIFICATION.

The City Clerk shall certify to the passage of this Ordinance.

PASSED, APPROVED, AND ADOPTED, this ___ day of _____, 2023.

_____
Marty Simonoff
Mayor

ATTEST:

_____
Lillian Harris-Neal
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the 18th day of July, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the _____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated:_____

_____

City Clerk

DRAFT

City of Brea
Planning Commission

Staff Report

Meeting Date: 06.13.2023

TO: Honorable Chair and Planning Commission

FROM: Joanne Hwang, AICP, City Planner

SUBJECT: ZONING ORDINANCE TEXT AMENDMENT NO. 2023-01: OMNIBUS CODE UPDATE AMENDING VARIOUS CHAPTERS OF TITLE 20 OF BREA CITY CODE.

EXECUTIVE SUMMARY

The City has initiated a Zoning Code Text Amendment (ZOTA) No. 2023-01, which is a request to amend various chapters of the City's Zoning Code (Code) that is codified in Title 20 of the Brea City Code (BCC). The proposed amendment is an omnibus code update that would implement the following: 1) provide consistency between land uses, definitions, and parking requirements; 2) establish tree preservation standards; 3) provide allowance for off-site advertising signs; 4) establish maximum height limitation for detached accessory structures in residential zoning districts; 5) provide consistency with State laws; and 6) clarify certain provisions and address existing grammatical errors, incorrect references and internal inconsistency.

The proposed amendment herein is referred to as the "Project."

RECOMMENDATION

Staff recommends that the Planning Commission adopt a resolution (Attachment A), recommending the City Council take the following actions:

1. Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3) and;
2. Adopt an ordinance approving ZOTA No. 2023-01, amending Title 20, Chapters 20.00, 20.04, 20.08, 20.28, 20.200, 20.206, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244, 20.248, 20.252, 20.256, 20.258, 20.259, 20.261, and 20.284 of the BCC and introducing new Chapters 20.11 and 20.74 to the Title 20 of the BCC, as outlined in the Attachment B (Exhibit A of the resolution).

BACKGROUND

Municipal code requires periodic updates to ensure consistency between the City policies and State law, to improve clarity, and to better serve the public. As such, staff has identified a number of provisions in the Code that need to be amended due to recent shifts in policy and trend, new laws and regulations, or changes to other sections of the Code. As part of this review process, staff worked with other departments and the City Attorney to review and consider the proposed changes. Additionally, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable.

The main goals for this omnibus amendment are to provide internal consistency within the Code, modernize the Code to be reflective of good planning practices and recent City Council policy actions, and achieve consistency with recent State laws. If approved, the proposed amendments will be adopted as part of an "omnibus" ordinance, which includes updates to 26 chapters of the Zoning Code.

DISCUSSION

The proposed amendments can be categorized into seven topic areas, which include permitted land uses and definitions, minimum parking requirements, tree preservation standards, off-site advertising signs, height of the detached accessory structures, large family day care homes, and other minor updates. A table summarizing the proposed amendments described in this Section of the report is Attachment C, and the following provides an overview of the proposed amendments, divided into different topic areas.

Amendment #1: Permitted Land Uses and Definitions

The City is comprised of 21 base zoning districts. The permitted, conditionally permitted, and prohibited land uses within each of the 21 base zoning districts are listed in the respective chapters in the Code. Due to the existing structure of the Code, there are several issues that negatively impact usability and readability of the Code, which are as follows:

- In a majority of the chapters associated with the 21 base zoning districts, the Code references chapters for different zones when listing the land uses permitted in a particular zone. For an example, a reader must reference four different chapters of the Code in order to accurately examine the land use permitted in the C-G Zone.
- Land uses listed in different chapters of the Code often are not consistent with each other. Examples include: A land use listed as "eating place" in one zone is listed as "restaurant" in

another zone; a land use listed as “clubs, lodges, meeting places” in one zone is listed as “private club” in another zone.

- Many of land use terms currently included in the Code are outdated. Examples include “mimeograph services,” “sanitariums,” “redemption center (for stamps),” “milinery shops,” and “shoeshine stands.”
- A number of land uses are redundant and could be grouped into one broad land use. Examples include “apparel store,” “confectionery store,” “gift shop,” “jewelry store,” “shoe sale,” and “toy store,” which can all be grouped as general retail land use.
- The Code does not include definitions for many of the land uses currently listed in the Code.

Based on these reasons, the current structure of the existing Code related to land uses greatly reduces usability and readability of the Code, and as such, an update to the Code to address these issues would be beneficial to both the City and the members of the public.

Proposed Amendments

- Chapter 20.00 is amended to update the definitions associated with the land uses currently referenced in the Code. Many of existing land use terms are revised to address existing issues related to outdatedness, redundancy, and exclusion. In addition, the format of this chapter will be modified so there is a separate subsection assigned to each alphabet (i.e. Subsection 1. “A” Words, Terms and Land Uses)
- A new chapter (Chapter 20.11) is proposed, which includes a master land use table that comprehensively lists all permitted, conditionally permitted, and prohibited land uses within all 21 base zoning districts.
- Concurrently, Chapters 20.200, 20.206, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244, 20.248, 20.252, 20.256, 20.258, 20.259, and 20.261 are amended to remove the existing list of permitted, conditionally permitted, and prohibited land uses and to add references to the newly created Chapter 20.11.

The actual redlines associated with these amendments, which show deletions in **~~strikethrough~~** and additions in **underlines** (Redlines), can be found in Section #s 1, 4, 8, and 10 through 25 of Attachment B.

Amendment #2: Minimum Parking Requirements

The existing minimum parking requirements table (Parking Table) provides minimum parking standards for approximately 47 land use types, and can be found in Section 20.080.040 of the Code. However, some of the land use types listed in the existing Parking Table are not consistent

with the land use types listed in the permitted land use sections of the chapters associated with the 21 base zoning districts. For an example, the minimum parking requirements table lists "day nurseries" as one of the land use types while such term is not found in any other chapters of the Code. In addition, the existing Parking Table does not provide corresponding standards for many of the land uses currently listed in the Code. Most importantly, the proposed updates related to the permitted land uses and definitions as described in Amendment #1 section above creates additional discrepancies in the Parking Table. As such, there is a need to update the Parking Table to address these issues.

Proposed Amendments

The existing Parking Table under Section 20.080.040 of the Code is proposed to be replaced with a new table. The new table includes minimum parking requirements for every land use type listed in the new master land use table included in the new Chapter 20.11. In creating the new parking table, staff utilized the Code's existing parking requirements to the maximum extent possible for the land use types that are updated, separated, or combined from the existing land use list. For a very limited number of land use types where the existing Code does not provide minimum parking requirements (e.g. stables, ranches), the proposed new minimum parking requirements are based staff's research of other local jurisdictions' minimum parking standards applicable to similar land uses. In addition, the proposed amendment clarifies that the term "floor area" used in the minimum parking requirement calculation refers to "gross" floor area.

The actual Redlines associated with these amendments can be found in Section #3 of Attachment B.

Amendment #3: Tree Preservation Standards

The Code currently does not include any tree preservation standards other than the Hillside Residential (HR) zone's tree protection standards, which is limited to construction activities. The City reviews entitlement projects on a case-by-case basis regarding impacts to existing landscaping, and if deemed appropriate, imposes conditions for tree protection, tree replacement, and maintenance of the approved landscaping. However, in many cases, property owners may remove any private landscape materials, including established, mature native trees, with little to no restriction. In recognition of the ecological and aesthetic benefit that certain native trees provide to the public, consideration of a tree preservation ordinance was identified as one of the City Council topics for the year 2023, and as such, a new tree preservation standard is proposed.

Proposed Amendments

A new chapter (Chapter 20.74) will be introduced, which would establish a City-wide tree preservation standard for certain native trees. A few key points of the proposed standard are summarized below.

- The proposed list of protected trees includes the following:

Tree Type	Minimum Diameter at Breast Height (DBH)	
	Single Trunk	**Multi-Trunk**
Quercus varieties (Oak)	6 inches	12 inches
Salix varieties (Willow)	6 inches	12 inches
Platanus varieties (Sycamore)	6 inches	12 inches
Hesperocyparis Forbesii (Tecate Cypress)	No minimum	
Juglans californica (Southern California Black Walnut)	6 inches	12 inches
Populus trichocarpa (Black Cottonwood)	6 inches	12 inches
Populus fremontii (Fremont Cottonwood)	6 inches	12 inches
Alnus rhombifolia (White Alder)	6 inches	12 inches

- Removal/destruction of any protected tree located on a parcel or any combination of parcels within a project site that is equal or greater than 20,000 square feet is prohibited unless a Tree Permit is issued by the City. Few exceptions to the rule include removals based on emergency circumstances, public utility needs, and fire prevention, and trees located on City-owned property.
- In order for a Tree Permit to be approved, the request must meet one of the specified findings, such as health of the tree, impact on existing/proposed development, human life, or personal property, and fire prevention.
- The property owner/developer must replace the protected tree to be removed pursuant to the replacement tree ratio, which ranges from 2:1 to 7:1 based on the size of the tree being removed. The replaced/relocated tree is required to be continually monitored for five years.

The actual Redlines associated with these amendments can be found in Section #7 of Attachment B.

Amendment #4: Off-Site Advertising Signs

Since the late 1960s, “billboards” or off-site advertising signs, defined as signs that advertise or display information about any business, industry, service, product or event that is not conducted on the site in which such sign is located, have not been allowed in the City. As with many cities in the region, such standard was adopted as a result of an effort to address proliferation of un-regulated signs during that time. However, in recognition of advancement in sign technology and

potential revenue these signs could generate for local jurisdictions, other cities in the region (i.e. Fountain Valley) have started to allow such signs on limited basis. Similarly, the City Council recently approved a development agreement for a development project (Brea Mall Redevelopment Project), which identified provision of freeway-oriented off-site advertising signs, in which the City is a part of revenue sharing, as a community benefit.

Proposed Amendments

Consistent with market trend of local cities utilizing off-site advertising signs along major highways and freeways as additional revenue sources, which is also reflected in the City Council's recent approval of the development agreement associated with the Brea Mall Redevelopment Project, the Chapter 20.28 is amended to include the following amendments:

- Reclassification of "billboards" as "off-site advertising signs."
- Provision to allow off-site advertising signs within non-residentially zoned properties and public right-of-way located in proximity to State highways and freeways, only under the following circumstances:
    - An approval of a conditional use permit has been obtained; and
    - A lease agreement has been executed between the City, the property owner, and the sign operator (if any), which identifies detailed provisions related to location, operational requirements, size, design standards, profit share, and any other relevant provisions as deemed necessary by the City.

The actual Redlines associated with these amendments can be found in Section #s 5 and 6 of Attachment B.

Amendment #5: Height of Detached Accessory Structures

In all but one residential zoning districts, all structures, including detached accessory structures, are subject to the same maximum height standards. Such maximum height standards ranges between 30 to 35 feet depending on the zoning district. Because detached accessory structures are allowed to be located closer to the property lines than the main dwelling unit, taller detached accessory structures have potential to create visual and privacy impacts to neighboring properties. Due to these reasons, many cities regulate height of detached accessory structures separately from the main dwelling unit height standards, which averages between 15 to 20 feet.

Proposed Amendments

Chapters 20.208, 20.212 and 20.216 of the Code are proposed to be amended to establish a separate height limit of 18 feet for detached accessory structures. The height limit of 18 feet for detached accessory structure still provides the property owners ability to construct a functional structure that a detached accessory structure is typically used for (e.g. garage, pool house, storage, additional guest room, etc.) while reducing the potential for visual and privacy impacts on neighboring properties. In addition, such height limit is consistent with existing practices of other jurisdictions' regulations related to accessory structure height.

This new standard would apply to all single-family zoning districts that currently do not have such standard (R-1, R1-H, and R-1 (5,000) zones), along with R-2 Multiple Family Residential Zone. R-2 Zone is included because a number of developments that were developed as single-family neighborhoods currently exist in R-2 zoning district.

The actual Redlines associated with these amendments can be found in Section #s 10, 11 and 12 of Attachment B.

Amendment #6: Large Family Day Care Homes

A large family day care home is a home where an occupant of the residence provides care and supervision for nine to 14 children that are less than 18 years of age for periods of fewer than 24 hours per day. In 2019, Senate Bill (SB) 234 was enacted into law, which required local jurisdictions to consider large family day care homes as a residential use and remove any regulatory requirements to permitting large family day care homes in residential zones. The City's current Code is not in compliance with this State law as the Chapter 20.284 of the Code specifies several regulatory requirements for large family day care homes, which includes specific development standards (e.g. separation requirements, parking, etc.) and an administrative permit requirement.

Proposed Amendments

Chapter 20.284 of the Code would be repealed and removed from the Code in its entirety to comply with the State law, as shown in Section #26 of Attachment B.

Amendment #7: Other Minor Updates

Staff has identified a number of sections in the Code that has errors and incorrect/incomplete references, which requires an update to improve the internal consistency within the Code.

Proposed Amendments

- Chapter 20.04 is amended to ensure consistency between the abbreviation and name of each zoning districts.
- Chapters 20.206, 20.208, 20.236 and 20.252 are amended to replace the term “Development Services Department” with “Community Development Department.”
- Chapter 20.220 is amended to replace the term “Bachelor Unit” with “Studio Unit.”
- Chapter 20.252 is amended to replace the incorrect reference of “interior” property line to “front” property line.
- Chapter 20.258 is amended to remove incomplete references to non-existent code sections that currently existing in the chapter.

The actual Redlines associated with these amendments can be found in Section #s 2, 9, 10, 13, 17, 21, and 23 of Attachment B.

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City’s public noticing requirements, which involved publication in the Brea Star-Progress. The public hearing notice for this Project is provided as Attachment D. As of the writing of this report, staff has not received public comments.

ENVIRONMENTAL ASSESSMENT

The proposed project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed amendment to the City’s Zoning Code is exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments are intended to provide consistency between land uses, definitions, and parking requirements, establish tree preservation standards, allow off-site advertising signs, establish maximum height limitation for detached accessory structures, update the Zoning Code to be consistent with recent State laws and clarify certain Zoning ordinance provisions and address existing grammatical errors, incorrect references and internal inconsistency, without approving any developments. As such, the proposed amendments will not have a significant effect on the environment. Any future developments (i.e. new off-site advertising sign) would be subject to CEQA review.

CONCLUSION

Staff recommends approval of this request, for the reasons set forth in the draft resolution, which in summary are to provide internal consistency within the Code, modernize the Code to be reflective of good planning practices and recent City Council policy actions, and achieve consistency with recent State laws.

Prepared by:

Joanne Hwang, ACIP, City Planner

ATTACHMENTS

A. Draft Resolution
B. Exhibit A to the Draft Resolution
C. Summary of Amendments
D. Public Hearing Legal Notice

Draft Ordinance ZOTA No. 2023-01
Summary of Amendments Table

Ordinance Section #s	Redline Section #s (*Exhibit A of PC Resolution No. 2023-05*)	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
2, 5, 10, 11, 14, 24, 25, 28, 29, 30, 32, 33, 35, 36, 38 through 44, 46 through 55, 59 through 62, & 75 through 78	1, 4, 8 & 10 through 25	20.00.070.B (Definitions); 20.11 (Permitted Land Uses) – *New;* 20.200 (Single Family Residential – Hillside Zone); 20.206 (HR Hillside Residential Zone); 20.208 (R-1 Single Family Residential Zone); 20.212 (R-1 (5,000) Single Family Residential Zone); 20.216 (R-2 Multiple Family Residential Zone); 20.220 (R-3 Multiple Family Residential Zone); 20.224 (C-P Commercial, Administrative, and Professional Office Zone); 20.228 (C-N Neighborhood Commercial Zone); 20.232 (C-C Major Commercial Zone); 20.236 (C-G General Commercial Zone); 20.240 (C-M Commercial Industrial Zone); 20.244 (C-RC Commercial Recreation Zone); 20.248 (M-P Planned Industrial Zone); 20.252 (M-1 Light Industrial Zone); 20.256 (M-2 General Industrial Zone); 20.258 (Mixed-Use Zoning Districts); 20.259 (Parks/Recreation/Open Space); 20.261 (Public Facilities)	**Permitted Land Uses and Definitions:** This amendment establishes a new chapter that addresses permitted land uses in various zoning districts and provides such information in a comprehensive table for better accessibility and readability. The list of land uses is also updated to reduce the existing redundancy and to reflect current market trends and new uses that have emerged in recent years. Other respective chapters are also revised to remove the list of permitted uses and to add reference to the newly created chapter. In conjunction, this amendment also provides updates to the definitions section of the Zoning Code to reflect the updates made to the list of permitted land uses. All land uses identified in the Permitted Land Use Table is now included in the Definitions section with corresponding definitions. In addition, the format of the Definitions section will be modified so there is a separate subsection assigned to each alphabet (i.e. Subsection 1. “A” Words, Terms and Land Uses)
4	3	20.08.040.D (Parking Space Requirements)	**Minimum Parking Requirements:** This amendment updates the existing minimum parking requirement table to reflect the changes made to the list of permitted land uses as part of this ZOTA, and to include all land uses identified in the new Permitted Land Use Table. It also clarifies that the term floor area used in the minimum parking requirement calculation is gross floor area.

Ordinance Section #s	Redline Section #s (*Exhibit A of PC Resolution No. 2023-05*)	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
9	7	20.11 (Tree Preservation) – *New*	**Tree Preservation:** Consistent with the City Council direction, this amendment establishes a City-wide tree preservation standard for certain native trees, as summarized as follows: • The requirements are applicable to parcels or combination of parcels within a project site that are equal or greater than 20,000 square feet. • Protected trees include all *Quaercus* varieties (Oak), all *Salix* varieties (Willow), all *Platanus* varieties (Sycamore), *Hesperocyparis Forbesii* (Tecate Cypress), *Juglans californica* (Southern California Black Walnut), *Populus trichocarpa* (Black Cottonwood), *Populus fremontii* (Fremont Cottonwood), and *Alnus rhombifolia* (White Alder) that meets certain diameter at breast height (DBH). • If a projected tree is being removed, the property owner/developer must replace such tree pursuant to the replacement tree ratio, which ranges from 2:1 to 7:1 based on the size of the tree being removed. • A Tree Permit is required to ensure compliance with the requirements
6, 7 & 8	5 & 6	20.28 (Signs)	**Off-Site Advertising Signs.** This amendment reclassifies "billboard" signs as "off-site advertising signs" and provides allowance of such signs within non-residentially zone properties and public right-of-way located in proximity to State freeways. Such signs would only be permitted with the approval of a conditional use permit (CUP). Unless a development agreement (DA) is executed with the City, the CUP have a maximum duration of 5 years for an electronic sign and 2 years for other signs. If the property owner chooses to execute a DA, then the agreement would include details such as size, location, operational standards, public benefit, and other relevant provisions. This amendment is consistent with current market trend of local cities utilizing off-site advertising signs along major highways and freeways as additional revenue sources, which is also reflected in the recent City Council approval of the development agreement associated with the Brea Mall Redevelopment Project.

Ordinance Section #s	Redline Section #s (*Exhibit A of PC Resolution No. 2023-05*)	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
26, 31 & 34	10, 11 & 12	20.208 (R-1 Single Family Residential Zone); 20.212 (R-1 (5,000) Single Family Residential Zone) 20.216 (R-2 Multiple Family Residential Zone)	**Height of Detached Accessory Structures:** This amendment establishes a height limit of 18 feet for detached accessory structures in single-family residential zones. Currently, detached accessory structures are allowed to be as high as 35 feet in height in some single-family residential zones, which may have potential visual impacts to neighboring properties as detached structures are allowed to be closer to the rear/side property lines than the main dwelling units.
79	26	20.284 (Large Family Day-Care Homes) - *Repeal*	**Large Family Day Care Homes:** This amendment removes the existing Code section that regulates Large Family Day-Care Homes in order to provide Code compliance with Senate Bill 234 (Skinner, 2019), which requires jurisdictions to remove any regulatory requirements to permitting large family day care facilities in residential zones. The City previously required an administrative permit for large family day care homes. "Large Family Day Care" is defined in the State law as a home where an occupant of the residence provides care and supervision for nine to 14 children that are less than 18 years of age for periods of fewer than 24 hours per day.
3, 12, 13, 15, through 23, 27, 37, 45, 56, 57, 58 & 63 through 74	2, 9, 10, 13, 17, 21, and 23	20.04 (Zoning Regulations); 20.206 (HR Hillside Residential Zone); 20.208 (R-1 Single Family Residential Zone); 20.220 (R-3 Multiple Family Residential Zone) 20.236 (C-G General Commercial Zone); 20.252 (M-1 Light Industrial Zone); 20.258 (Mixed-Use Zoning Districts);	**Grammatical Errors, Incorrect References and Internal Consistency:** These amendments correct grammatical errors, update incorrect references and create internal consistency throughout the Zoning Code related to the following items: • Zoning districts – This amendment provides an internal consistency related to the abbreviation and name of each zoning districts. • Development Services Department references – This amendment replaces the term "Development Services Department" with "Community Development Department" in the chapters being updated by this ZOTA effort (Chapters 20.206, 20.208, 20.236, and 20.252) • Bachelor Unit reference – This amendment replaces the term Bachelor Unit with Studio Unit in Chapter 20.220. • Incorrect reference – This amendment replaces the incorrect reference of "interior" property line to "front" property line in Chapter 20.252. • Incomplete references in the Mixed-Use zoning district section – This amendment corrects a number of incomplete references that is currently found in the Chapter 20.258.

ATTACHMENT D

CITY OF BREA

CITY COUNCIL NOTICE OF PUBLIC HEARING FOR ZONING ORDINANCE TEXT AMENDMENT NO. 2023-01 AND 2023-02.

NOTICE IS HEREBY GIVEN by the City of Brea that a public hearing will be held at a City Council Meeting on **Tuesday, July 18, 2023 at 7:00 P.M.**, or as soon thereafter as the matter can be heard, in the Council Chambers of the City of Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California 92821, in accordance with State Law and the Brea City Code, to consider the following application:

REQUEST: The City of Brea requests approval of the following entitlements: Zoning Ordinance Text Amendment (ZOTA) No. 2023-01 and 2023-02 to amend the Chapters 20.00, 20.04, 20.08, 20.28, 20.40, 20.52, 20.56, 20.66, 20.200, 20.206, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244, 20.248, 20.252, 20.256, 20.258, 20.259, 20.261, 20.284, and 20.408, and add new Chapters 20.11, 20.52, 20.56, 20.66 and 20.74. The purpose of this zoning ordinance text amendments is to: 1) implement 6th Cycle Housing Element programs #s 5, 6, 7, 8, 10, 15, and 17; 2) provide consistency between land uses, definitions, and parking requirements; 3) establish tree preservation standards; 4) provide allowance for off-site advertising signs; 5) establish maximum height limitation for detached accessory structures; 6) update the Zoning Code to be consistent with recent State laws; and 7) clarify certain Zoning ordinance provisions and address existing grammatical errors, incorrect references and internal inconsistency.

LOCATION: Citywide

ENVIRONMENTAL: The project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed zoning code text amendments are exempt from the requirements of the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

ALL INTERESTED PERSONS *ARE INVITED TO ATTEND SAID HEARING AND EXPRESS OPINIONS ON THE MATTERS OUTLINED ABOVE.* FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAIL AT PLANNER@CITYOFBREA.NET

IF YOU CHALLENGE PROJECT AND RELATED ENVIRONMENTAL DETERMINATIONS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE, DELIVERED TO THE CITY COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.

Lillian Harris-Neal
City Clerk
Date: 06/26/2023 Publish: 07/06/2023

D R A F T

PLANNING COMMISSION MEETING MINUTES

June 13, 2023

PLANNING COMMISSION
PUBLIC HEARINGS

6:00 p.m. - Council Chambers, Plaza Level
and
Via Teleconference - 350 W Central Ave #455
Brea, CA 92821

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1. CALL TO ORDER / ROLL CALL - COMMISSION

Present: Chair Madden; Vice Chair Covey; Commissioner Donini; Commissioner Perez; Commissioner Schlotterbeck

2. INVOCATION

Pastor Rick Darden of Friends Community Church Provided the Invocation.

3. PLEDGE OF ALLEGIANCE

Chair Madden led the Pledge of Allegiance.

4. MATTERS FROM THE AUDIENCE

None.

5. CULTURAL ARTS MASTER PLAN – PLANNING COMMISSION STEERING COMMITTEE APPOINTMENT

Senior Management Analyst from Community Services Department, Jennifer Colacion, provided a presentation and Commissioner Perez volunteered to represent the Planning Commission. Chair Madden made the official appointment.

CONSENT CALENDAR

6. APPROVAL OF PLANNING COMMISSION MEETING MINUTES OF APRIL 11, 2023, AND APRIL 25, 2023

Motion was made by Commissioner Schlotterbeck, seconded by Vice Chair Covey to approve the Planning Commission Meeting Minutes of April 11, 2023, and April 25, 2023.

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

PUBLIC HEARINGS

7. CONDITIONAL USE PERMIT NO. 2023-03: TO ALLOW A BEAUTY SALON (THE CRAFT BEAUTY BAR) LOCATED AT 3000 E BIRCH STREET, SUITE 109

Assistant Planner, Esteban Rubiano, provided a presentation of the project.

The Commission had questions related to the need to limit the types of operations and occupancy, and hours of other neighboring businesses.

Chair Madden opened the Public Hearing and invited the applicant to speak. Gabriela Cortes, the applicant, described the history of her business and thanked the Commission for their consideration.

Chair Madden closed the Public Hearing.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Donini to approve Conditional Use Permit No. 2023-03

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

8. ZONING ORDINANCE TEXT AMENDMENT NO. 2023-01: OMNIBUS CODE UPDATE AMENDING VARIOUS CHAPTERS OF TITLE 20 OF BREA CITY CODE

City Planner Joanne Hwang provided a presentation of the proposed Code Amendment.

The Commission had comments and questions related to the following:

- Amendment #1: Boarding house land use
- Amendment #2: Minimum parking standards and requirements for studio units
- Amendment #3: Trees in the public right of way vs. private property, types of trees proposed to be protected, and whether to extend the requirements to the sphere of influence
- Amendment #4: Potential light pollution and proliferation concerns, CUP review, potential revenue for the City
- Amendment #5: Applicability of the height restrictions on Accessory Dwelling Units (ADUs), the need to allow sufficient height to allow two-stories, potential overlay zones

Chair Madden opened the Public Hearing and after hearing no testimony, he closed it.

The Commission discussed differences between ADU's and accessory structures, maximum and minimum heights, and whether to require the tree preservation standards within the sphere of influence areas.

The Commission, after the discussion, made a recommendation to the City Council to consider expanding the applicability of the tree preservation standards to properties located within the Sphere of Influence.

Motion was made by Commissioner Schlotterbeck, seconded by Vice Chair Covey recommending approval of the Zoning Ordinance Text Amendment No. 2023-01 to City Council with the following modifications:

- Revise the proposed definitions for Ambulance Services and Boarding Houses
- Include County, State and Federal owned lands as locations exempt from the tree preservation standards
- Correct minor errors, such as typos

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

9. ZONING ORDINANCE TEXT AMENDMENT NO. 2023-02: 6th CYCLE HOUSING ELEMENT PROGRAM IMPLEMENTATION CODE UPDATE AMENDING VARIOUS CHAPTERS OF TITLE 20 OF BREA CITY CODE

Senior Planner, Jessica Newton, and Management Analyst, Marie Dao, provided a presentation.

The Commission had comments and questions related to:

- Amendment #1: Whether or not the housing sites were already re-zoned
- Amendment #3: Verification of ADU requirements per State law, minimum/maximum height limit, the need to provide flexibility, amount of ADU applications the City receives per year
- Amendment #4: Minimum lot size requirement, maximum unit size requirement, potential flexibility
- Amendment #5: by-right in-lieu fee and Housing Trust Fund

Chair Madden opened the Public Hearing and hearing no testimony, he closed it.

Motion was made by Commissioner Perez, seconded by Vice Chair Covey recommending approval of Zoning Ordinance Text Amendment No. 2023-02 to City Council.

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

ADMINISTRATIVE ITEMS

10. COMMITTEE REPORTS

Vice Chair Covey gave an update on Arts in Public Places.

11. INFORMATIONAL / PROJECT UPDATES

None.

12. ADJOURNMENT

Chair Madden adjourned the meeting at 8:38 pm.

Respectfully submitted,

_____

Joanne Hwang, AICP
City Planner

The foregoing minutes are hereby approved this ____ day of _____

_____

Bill Madden, Chair

Agenda Item 13.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Zoning Ordinance Text Amendment No. 2023-02: Housing Element Implementation Program Code Update Amending Various Chapters of Title 20 of Brea City Code.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Waive full reading and introduce Ordinance No. 1242 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code By Adopting Zoning Ordinance Text Amendment No. ZOTA 2023-02 (Housing Element Program Implementation Zoning Code Update) and approving a CEQA Exemption Determination (Attachment A)
2. Adopt a Resolution (Attachment B) approving the revised Affordable Housing Guidelines; and
3. Schedule adoption of aforementioned Ordinance at the next regular City Council meeting.

BACKGROUND/DISCUSSION

The Housing Element is a State-mandated chapter of the Brea General Plan that describes, identifies, and analyzes the City's housing needs and addresses the maintenance and expansion of the housing supply to accommodate households that currently live and/or may live in Brea in an eight-year planning period. The current planning period is referred to as the 6 th Cycle, and covers the period between 2021 and 2029. The 6th Cycle Housing Element (Housing Element) received final adoption by the City Council on August 16, 2022, and certification from the State Department of Housing and Community Development (HCD) on September 8, 2022. As part of the ongoing implementation of the City's Housing Element, staff has identified a number of provisions in the Brea Code that require updates in order to implement the Housing Element Program #s 5, 6, 7, 8, 10, 15, and 17. The complete list of the Housing Element Programs with the above-mentioned programs highlighted in yellow is Attachment C. If approved, the proposed amendments will be adopted as part of Housing Element program implementation, which includes amendments to three chapters and the creation of three new chapters of the Zoning Code.

Proposed Amendments

The proposed amendments can be categorized into five topic areas. The following provides an overview of the proposed amendments, divided into different topic areas:

Amendment #1: By-Right Multiple Family Residential Uses

Consistent with the State law, the Housing Element Program #8 requires the City to amend the Zoning Code to allow by-right development of multiple family residential developments (both for-sale and rental) in which 20 percent or more units are affordable to lower income households

on sites that are required to be rezoned to address the lower income Regional Housing Needs Assessment (RHNA) shortfall and sites that are reused from the 5th Cycle Housing Element. For the City, this requirement applies to Focused Development Site Nos. 1, 2, 3, 7, and 10. Sites 1, 2 and 3 were previously identified as housing sites in the 5 th Cycle Housing Element, and sites 7 and 10 were identified as sites to address the City's lower income RHNA to fulfill the requirements of Government Code Section 65583.2(h) in the City's 6 th Cycle Housing Element, and were recently rezoned.

To implement the Housing Element Program #8, Subsection 20.11.020.F of the Zoning Code would be added as part of new Chapter 20.11 (Permitted Land Uses) to allow such multiple family residential developments as a permitted by-right use on properties designated as Focused Development Sites Nos. 1, 2, 3, 7 and 10 in the City's 6th Cycle Housing Element.

This amendment will be included in the ordinance that would implement ZOTA No. 2023-01, as Chapter 2011 is a new chapter that is created by that application.

Amendment #2: Affordable Housing Ordinance and Guidelines
The Zoning Code currently requires residential projects with 20 or more units to allocate 10 percent as affordable housing, but does not specify the level of affordability for the required affordable units. To target a wider range of income levels, the Housing Element Program #s 5, 6, 7 and 17 require the City to update the City's Affordable Housing Ordinance and Affordable Housing Guidelines to meet current and future housing needs of the community.

To implement the Housing Element Programs, the Chapter 20.40 of the Zoning Code would be amended to incorporate updates to the existing affordable housing requirements. Key elements of the proposed amendments are as follows:

	Existing	**Proposed**
Applicability	Residential developments with 20 or more units	Residential developments with 10 or more units
Affordable Unit Requirements	Does not specify the level of affordability for the required affordable units	5 options with sliding scale: 1. 5% of the total unit for extremely low-income households; 2. At least 7% of the total units for very low-income households plus 3% of the total units for workforce-income or lower income households (total 10%); 3. At least 10% of total units for low-income households plus 5% of the total units for workforce-income or lower income households (total 15%); 4. 20% of the total unit for moderate-income households; or 5. 30% of the total unit for workforce-income households.

Alternatives	1. Consideration of payment in-lieu fees by the Planning Commission 2. Consideration of off-site transfers by the City Council	1. By-right in-lieu fees2. Off-site construction of affordable housing within the City 3. Land dedication to the City suitable for construction of affordable housing 4. Conversation of existing market-rate housing in the City to affordable housing
Incentives	Various incentives such as State Density Bonus, flexible development standards, deferral of development impact fees, etc.	Offers similar incentives; however, establishes guidelines on type and number of incentives that may be utilized.

In addition, the existing Affordable Housing Guidelines would also be updated to reflect the proposed amendments to the affordable housing regulations. The revised Affordable Housing Guidelines is Exhibit 1 of Attachment B.

Amendment #3: Accessory Dwelling Units
Accessory dwelling units (also known as second units or "granny" flats or ADUs) are complete independent housing units that can be either detached or attached from an existing single-family residence. In response to previous State legislation, the City Council adopted Ordinance Nos. 1203 and 1220 implementing ADU provisions from State law. However, during the City's 6th Cycle Housing Element adoption process, HCD identified the need to further update the City's ADU regulations to maintain consistency with the State law and therefore, the City's Housing Element includes a program (Program #10) that requires the City to update existing ADU provisions.

To implement Housing Programs #10, a new chapter (Chapter 20.66) is proposed to revise and relocate the ADU standards from the R-1 Single-Family Residential Zone chapter. The amendment also includes revisions to comply with the State law, which includes: new maximum floor areas, increase in height for certain detached ADUs, new objective design standards, removal of discretionary review process for ADUs, clarifications related to JADUs, and changes to the owner occupancy requirements. Concurrently, Chapters 20.206 and 20.208 are amended to remain consistency with the new Chapter 20.66.

Amendment #4: Two-unit Developments and Urban Lot Splits
Consistent with State law, the Housing Element Program #17 requires the City to establish a process for qualifying "Two-unit developments" and "Urban Lot Splits" to be approved ministerially in single-family residential zones. Two-unit developments consist of two new units or the addition of one new unit and one existing unit, each with its own kitchen and bathroom facilities, on a single lot located within a single-family residential zone. Urban lot splits consist of a subdivision of one lot into two lots within a single-family residential zone or within a specific plan development area implementing a single-family residential zone.

To implement the Housing Element Program #17, a new chapter (Chapter 20.56) is proposed to establish standards for ministerial approval within single family residential zones, and development standards for both type of development including density, minimum and maximum unit size limits, setbacks, building height and spacing, access, parking, and deed restrictions.

Amendment #5: Emergency Shelter Standards
Emergency shelters provide immediate and short-term housing and supplemental services to unhoused persons or families. The Zoning Code currently allows emergency shelters as a permitted by-right use for up to 30 beds in the Light Industrial (M-1) and General Industrial (M-2) zoning designations. The Zoning Code also contains development criteria and operational requirements to regulate emergency shelters. To comply with recently amended State law, the Housing Element Program #15 requires the City to reduce the current parking requirement and minimum separation requirement between emergency shelters.

To implement the Housing Element Program #17, a new chapter (Chapter 20.66) is proposed, which includes existing provisions related to emergency shelters, along with the required revision to amend the current parking standards for emergency shelter facilities to a ratio based on the number of shelter staff, and to reduce the minimum separation requirement for the establishment of new emergency shelter facilities from 500 feet to 300 feet from any other emergency shelter.

More detailed analysis of the proposed amendments is provided in the June 13, 2023 Planning Commission staff report (Attachment D). In addition, the redlines associated with above listed amendments, which show deletions in **~~strikethrough~~** and additions in **underlines** (Redline), can be found in the Exhibit A of the Planning Commission Resolution No. 2023-06 (http://weblink.cityofbrea.net/WebLink/DocView.aspx?dbid=0&id=149197&page=1&cr=1). The clean version of the proposed amendments, which includes some minor updates to the Redline version of the proposed amendment, can be found in the draft Ordinance (Attachment A). A table summarizing the proposed amendments as described in this Section of the report, which also provides specific section numbers of both the Redline and the draft Ordinance that applies to each topic areas, is provided as Attachment E.

Environmental Assessment
The proposed project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed amendment to the Zoning Code is exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments would only modify certain zoning procedures in order to implement the City's 6th Cycle Housing Element and does not approve any developments. As such, the proposed amendments will not have a significant effect on the environment. Any future developments would be subject to CEQA review.

Public Notice and Comments
This Project was noticed in accordance with the City's public noticing requirements, which involved publication in the Brea Star-Progress. The public hearing notice for this Project is provided as Attachment F. As of the writing of this report, staff has not received public comments.

COMMISSION/COMMITTEE RECOMMENDATION

On July 18, 2023, the Planning Commission, on 5-0 vote, approved a resolution recommending approval of the Project. The July 18, 2023 Planning Commission draft meeting minutes is Attachment G.

FISCAL IMPACT/SUMMARY

The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jessica Newton, Senior Planner
Concurrence: Jason Killebrew, Community Development Director

Attachments

A. Ordinance ZOTA No. 2023-02

B. Affordable Housing Guidelines Resolution

Exhibit 1 – Affordable Housing Guidelines

C. List of the 6th Cycle Housing Element Programs

D. June 13, 2023 Planning Commission Staff Report

E. Summary of Amendments Table

F. Public Hearing Notice

G. June 13, 2023 Planning Commission Draft Meeting Minutes

ORDINANCE NO. 1242

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE BREA CITY CODE BY ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. ZOTA 2023-02(HOUSING ELEMENT PROGRAM IMPLEMENTATION ZONING CODE UPDATE) AND APPROVING A CEQA EXEMPTION DETERMINATION

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

A. RECITALS.

(i) Pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, safety, and welfare of the City and its residents.

(ii) Pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 *et seq.* and the State of California Guidelines for Implementation of the California Environmental Quality Act ("CEQA Guidelines") (14 C.C.R. § 15000 et seq.), the City is the "lead agency" for the preparation and consideration of environmental documents for this Ordinance.

(iii) On June 13, 2023, the Planning Commission conducted a duly noticed public hearing concerning Zoning Ordinance Text Amendment (ZOTA) No. 2023-02 and adopted its Resolution No. 2023-06, recommending approval by the City Council.

(iv) On July 18, 2023, the City Council conducted a duly noticed public hearing concerning ZOTA No. 2023-02, as set forth in this Ordinance. It is the intent of the City Council in adopting this Ordinance to update various Zoning Code provisions to provide consistency with State law as specified in the 6th Cycle Housing Element programs, bringing the City further into compliance.

(v) Adoption of this Ordinance is consistent with the General Plan as it implements the General Plan by updating the Zoning Code to provide consistency with State law as specified in the 6th Cycle Housing Element programs, bringing the City further into compliance. The proposed amendments implement 6th Cycle Housing Element programs 5, 6, 7, 8, 10, 15, and 17 related to increasing housing production and promoting affordability and therefore is consistent with the General Plan.

(vi) This Ordinance is a matter of citywide importance and necessary for the preservation and protection of the public peace, health, safety and welfare of the community and is a valid exercise of the local police power and in accord with State law.

(vii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. **ORDINANCE:**

SECTION 1. The City Council finds that the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

SECTION 2. Chapter 20.40 (Affordable Housing) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.40.010 PURPOSE.

The purpose of this Chapter is to expand the affordable housing stock in proportion with the overall increase in residential units by establishing standards and procedures that encourage the development of extremely low to moderate-income housing and to assist in meeting the City's regional share of housing needs and implementing the goals and objectives of the general plan, including the Housing Element and any applicable specific plans. The goals of this Chapter are as follows:

A. To assure that the City is meeting its affordable housing goals by facilitating the production of dwelling units affordable to households of extremely low, very low, low, moderate, and workforce-income, and by providing funds for the development of extremely low, very low, low, moderate, and workforce-income housing;

B. To establish a means by which developers of residential projects can assist in increasing the supply of affordable housing. The affordable housing requirements

contained in this Chapter consider the impact of such requirements on housing construction costs and economic feasibility; and

C. To meet the current and future housing needs of the City by supporting the Housing Element goals of providing a range of dwelling units by type of unit, price, and location in the city and promoting equal access and opportunity to fair housing.

20.40.020 APPLICABILITY.

A. The requirements of this Chapter shall apply to any development project comprised of ten or more dwelling units or residential lots within the City of Brea, including new construction and condominium conversions. All affordable units required by this Chapter shall be sold or rented in compliance with this Chapter and the City's Guidelines implementing this Chapter.

B. For a development project that is comprised of less than ten dwelling units but is or appears to be a part of a larger residential project, the number of dwelling units proposed for the larger project as a whole shall be used to determine the applicability. Same standards shall apply to multi-phased residential projects.

20.40.030 DEFINITIONS.

ADJUSTED FOR HOUSEHOLD SIZE APPROPRIATE FOR THE UNIT. A household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit, six persons in the case of a five-bedroom unit, and seven persons in the case of a six-bedroom unit.

AFFORDABLE HOUSING COST. The total housing costs, paid by a qualifying household, which shall not exceed a specified fraction of their gross income, adjusted for household size appropriate for the unit as defined and periodically updated by California Health and Safety Code Section 50052.5 for owner-occupied housing, and the affordable rent and utilities for rental units as defined by California Health and Safety Code Section 50053, as applicable. For Workforce Housing, the calculation applicable to a moderate-income household shall apply.

AFFORDABLE HOUSING TRUST FUND. The in-lieu fees and any equity share payment collected as a result of requirements of this Chapter shall be deposited in the City's Affordable Housing Trust Fund to be used exclusively to develop and retain the supply of housing affordable to extremely low, very low, low, moderate, and workforce-income households.

AFFORDABLE UNIT. A dwelling unit that will be offered for sale or rent to an extremely low-income household, a very low-income household, a low-income household, a moderate-income household, or a workforce household at an affordable housing cost, in compliance with this Chapter.

AREA MEDIAN INCOME. The annual median gross income adjusted for household size in Orange County as determined by the United States Department of Housing and Urban Development (HUD), and published by the California Department of Housing & Community Development (HCD), in the California Code of Regulations, Title 25, Section 6932.

CONDOMINIUM CONVERSION. Converting an existing market rate condominium and apartments into affordable housing. Converted condominiums and apartments shall be offered for sale or rent to an extremely low-income household, a very low-income household, a low-income household, moderate-income household, or workforce-income household at an affordable housing cost, in compliance with this Chapter.

DENSITY BONUS. As defined in California Government Code Section 65915 et seq.

Extremely Low-Income Household. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50079.5.

In-Lieu Fees. A payment of a fee, pursuant to requirements of this Chapter, in-lieu of providing the required affordable units on site.

LAND DEDICATION. A dedication of land to the City in-lieu of constructing affordable units within the residential project, pursuant to the requirements of this Chapter.

LOW-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50079.5.

MARKET RATE UNIT. Dwelling unit in a residential development that can be purchased or rented at market rates. These units are not considered to be affordable units.

MODERATE-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50093.

OFFSITE CONSTRUCTION. The development of required number of affordable units at a site different than the site of the residential project.

PHASING PLAN. A detailed plan provided by a developer that outlines each segment or phase of construction including housing units and site improvements to be developed in a new residential project.

RESIDENTIAL PROJECT. A subdivision, a development project, and/or a condominium conversion project resulting in the creation of ten (10) or more residential lots or ten (10) or more residential dwelling units.

REHABILITATION. Improvement of a unit in substandard condition to a decent, safe, and sanitary level. Units are in substandard condition when, while they may be structurally sound, they do not provide safe and adequate shelter, and in their present condition endanger the health, safety, or well-being of the occupants.

TOTAL HOUSING COSTS. The total monthly or annual recurring expenses required of a household to obtain shelter. For a rental unit, total housing costs shall include the monthly rent payment and utilities paid by the tenant (excluding telephone and television). For an ownership unit, total housing costs shall include the mortgage payment (principal and interest), insurance, homeowners' association dues (if applicable), private mortgage insurance (if applicable), taxes, and utilities.

VERY LOW-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50105.

WORKFORCE-INCOME HOUSEHOLD. Households whose income is between one hundred and twenty percent (120%) and one hundred and forty percent (140%) of the area median income for the Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area as published by the United States Department of Housing and Urban Development.

20.40.040 AFFORDABLE UNIT REQUIREMENTS.

A. All residential projects subject to the requirements of this Chapter shall provide affordable units as shown in Table 20.40.040A:

TABLE 20.40.040.A
AFFORDABLE UNIT REQUIREMENTS FOR RESIDENTIAL PROJECTS

Option	Total Percentage of Affordable Units Required (minimum)[1]	Minimum Affordability Level of Required Units
1	5%	All required affordable units shall be sold or rented to extremely low-income households, at a cost affordable to such household.
2	10%	At least 7% of the total number of units in the residential project shall be sold or rented to very low-income households, at a cost affordable to such household.
3	15%	At least 10% of the total number of units in the residential project shall be sold or rented to low-income households, at a cost affordable to such household.
4	20%	At minimum, all required affordable units shall be sold or rented to moderate-income households, at a cost affordable to such household.
5	30%	At minimum, all the required affordable units shall be sold or rented to workforce-income households, at a cost affordable to such household.

[1]of the total number of units in the residential project.

B. An applicant may request to deviate from the number and affordability level provisions required by this Chapter if the proposed deviation provides substantially the same or greater level of affordability required and the same or greater number of affordable units required by this Chapter. Such request requires an approval of a conditional use permit subject to the provisions of Section 20.408.030 of this title.

C. Affordable units required by this Chapter can be used to qualify for a density bonus under California Government Code section 65915 (State Density Bonus).

D. Notwithstanding any other provision of this Chapter, any residential project subject to this Chapter that results in the displacement of existing affordable unit(s) shall be required to replace each displaced affordable unit at the same or greater level of affordability of the existing unit, in addition to providing the number of affordable units required by this Chapter.

E. Any fractional units will be rounded up to a whole unit.

20.40.050 ALTERNATIVES.

As an alternative to developing affordable units pursuant to this Chapter, an applicant may satisfy requirements of this Chapter through one of the following alternatives:

A. In-lieu Fees. Applicants may choose to comply with the requirements of this Chapter through payment of a fee, in-lieu of providing the required affordable units on site.

1. The method for calculation of the in-lieu fee per unit shall be determined by the following formula:

> The project of the square footage of the average size unit in the proposed development by the median price per square foot of a home in the City of Brea based on market rate home sales in the last quarter immediately prior to drafting of the affordable housing agreement,
>
> Minus
>
> The product of the square footage of the average size unit in the proposed development multiplied by the median cost per square foot to construct the respective type of unit as shown on the most recent edition of the Building Permit Valuation Table in use by the Building Department.

2. One-half of the in-lieu fees shall be paid prior to the issuance of a building permit for the project, with the remaining fees due prior to the issuance of a certificate of occupancy.

3. Fees collected in-lieu of developing affordable units pursuant to this Chapter shall be placed in the City's Affordable Housing Trust Fund.

B. Offsite Construction. At the discretion of the City, an applicant may satisfy the requirements of this Chapter by developing the required number of affordable units at a site different than the site of the residential project.

1. The applicant must demonstrate that development of affordable units offsite would better address the City's Housing Element goals and policies.

2. The number of units to be developed offsite shall be consistent with the requirements of this Chapter.

3. Offsite affordable units shall contain the same number of bedrooms, square footage, overall unit mix, appearance, finished quality, materials, and distribution as the non-affordable units in the project.

4. Offsite affordable units shall be developed concurrently with the main project and certificate of occupancy will be contingent on final approval and inspection of the affordable units.

5. Offsite affordable units shall be located within the City of Brea.

6. Offsite affordable units shall be subject to the same requirements, standards, and procedures as onsite affordable units.

C. Land Dedication. At the discretion of the City, an applicant may satisfy the requirements of this Chapter by dedicating land to the City in-lieu of constructing affordable units within the residential project.

1. The land to be dedicated must be free of any liens, and such land shall be conveyed to the City at no cost.

2. The applicant must disclose any and all encumbrances or easements on the title of the land, and all encumbrances and easements must be factored into the estimated value of the land dedication.

3. The land to be dedicated must have improvements required to accommodate housing, such as infrastructure and services.

4. The land to be dedicated must be free of any hazardous materials. If there were any hazardous materials previously contained on the site, the developer must provide evidence that full remediation was performed in accordance with all applicable law.

5. The General Plan and Zoning designations of the land to be dedicated must allow for multi-family residential use prior to dedication.

6. The applicant must demonstrate that development of affordable units on the land to be dedicated would be consistent with the Housing Element goals and policies and this Chapter, and not cause residential segregation.

7. The applicant must submit all pertinent information determined to be necessary by the City to evaluate the proposal.

D. Convert Existing Market Rate to Affordable Housing. At the discretion of the City, an applicant may satisfy the requirements of this Chapter through the acquisition and rehabilitation of existing market rate units in the City of Brea for conversion to affordable units.

1. Converted units shall be subject to the same requirements, standards, and procedures as onsite affordable units.

2. The rehabilitation of the existing market rate units to be converted to affordable units shall be completed prior to, or concurrently with the main housing project.

3. Converted units shall be retained as affordable units for forty-five (45) years or until sold or transferred with an equity share for owner-occupied units and fifty-five (55) years as to rental units. The affordability period begins upon the initial sale or rental of the unit.

4. The existing market rate units shall be substantially rehabilitated, as determined by the City.

5. The Affordable Housing Plan and Agreement as described in Section 20.40.090 shall provide a description of benefits to be offered to existing tenants, which for conversion of market rate housing units would include, but not be limited to, right of first refusal to remain in the unit, and any expected need for relocation of existing tenants. The applicant is responsible for providing relocation assistance.

20.40.060 INCENTIVES.

A. An applicant that meets the requirements of this Chapter by providing the required affordable units may request and the City shall grant the number of incentives identified in Table 20.40.060.A below.

TABLE 20.40.060.A NUMBER OF INCENTIVES BY LEVEL OF AFFORDABILITY		
Level of Affordability	**Number of Affordable Units[1]**	**Number of Incentives**
Extremely Low-Income	5% or more	4
Very Low-Income	At least 7%	2
	At least 10%	3
Low-Income	At least 10%	2
	At least 15%	3
Moderate-Income	At least 20%	2
Workforce-Income	At least 30%	2
Moderate-income or lower	100% (Exclusive of a manager's unit)	5
[1]of the total number of units in the residential project		

1. The City may grant additional incentives at the City's discretion, if the applicant demonstrates that such additional incentive will result in identifiable and actual cost reductions or avoidance. Such request shall be considered by the Community Development Director.

B. An applicant for a residential project providing affordable units as required by this Chapter may request the following incentives, subject to number of incentives allowed per Table 20.40.060.A:

TABLE 20.40.060.B TYPES OF INCENTIVES AND REVIEW AUTHORITY		
Incentives	Review Authority	Special Provisions
Modification to development standards specified in this Title	Community Development Director	• Such modification shall not exceed 30 percent of the required development standards. • Each modification of a specific development standard requested under this subsection shall be counted as one (1) incentive.
Deferral of Developer Impact Fee Payments	Community Development Director	Such deferred impact fees shall be fully paid prior to the issuance of a certificate of occupancy.
Application Assistance for public funds (i.e., tax credit, rent subsidies, bond financing, community development block grants)	Community Development Director	-

Partial waiver of required development fees	City Council	-
Reasonable alternatives	Planning Commission	City Council approval required if the requested alternative has budgetary implication to the City

C. If the residential project subject to this Chapter is also utilizing State Density Bonus provisions, such project is eligible to request the number and types of incentives allowed in this Chapter and by State Density Bonus provisions.

D. At the discretion of the City Council, the City may offer a financial incentive using funds from the Affordable Housing Trust Fund to offset affordable housing development costs. Applicants requesting financial assistance shall include a detailed analysis demonstrating economic infeasibility to develop the affordable units.

20.40.070 EXEMPTIONS.

The provisions of this Chapter shall not apply to the following:

A. Residential projects that obtain all required Administrative, Legislative, and/or Quasi-Judicial approvals (as specified in this Title) prior to the adoption of this Chapter.

B. Reconstruction of structures which have been damaged by fire, flood, wind, earthquake, or other unforeseen force, as determined by the Community Development Director, if the reconstruction cost is less than 50% of the assessed value.

C. Residential projects that are exempt from this Chapter by State or federal law.

D. Units approved as accessory dwelling units or junior accessory dwelling units.

20.40.080 STANDARDS AND PROCEDURES.

The applicant of a project subject to the provisions of this Chapter must submit an Affordable Housing Plan with a phasing plan which shall indicate the scheduling and phasing of construction of the required affordable units. The Affordable Housing Plan requirements can be found in Section 20.40.090. Additionally, projects pursuant to this Chapter must comply with the following standards.

A. All affordable units in a residential project or phases of a residential project shall be constructed prior to the issuance of a certificate of occupancy for the project or phase of the project.

B. All affordable units shall be reasonably dispersed throughout the project site unless approval for an off-site location has been granted.

C. The affordable units shall contain the same number of bedrooms and bedroom size as the market rate units in the project. The unit mix for bedroom count shall be proportional to the unit mix of market rate units in the project.

D. The materials and finished quality of the affordable units shall be comparable to those in market rate units.

E. Affordable units shall have the same access to amenities as the market-rate units, including common spaces, parking, laundry rooms, fitness centers, and other facilities in the residential development.

F. Affordable units required under this Chapter shall be retained as affordable units as follows:

1. For sale units: Forty-five (45) years or until sold or transferred with an equity share, whichever occurs first.

2. Rental units: Fifty-five (55) years.

G. The affordability period begins upon the initial sale or rental of the unit.

20.40.090 AFFORDABLE HOUSING PLAN AND AGREEMENT.

A. Affordable Housing Plan.

1. An application for a residential development shall include an Affordable Housing Plan describing how the development will comply with the provisions of this Chapter. The Community Development Director or their designee is the reviewing authority for reviewing and approving an Affordable Housing Plan. No application for a residential development may be deemed complete unless an Affordable Housing Plan is submitted in conformance with this Chapter. The City has the ability to attach conditions of approval to an Affordable Housing Plan, if determined necessary.

2. An approved Affordable Housing Plan may be amended prior to issuance of any building permit for the residential development or project phase. A request for a minor modification may be granted by the Community Development Director or their designee if the modification is in substantial compliance with the original Affordable Housing Plan and conditions of approval. If significant modifications are requested, a new Affordable Housing Plan may be required.

3. An Affordable Housing Plan shall include, but not be limited to, the following:

a. The number of affordable units proposed, with calculations;

b. The proposed location of the affordable units;

c. Level of affordability for affordable units;

d. The unit square footage, and number of bedrooms for market rate and affordable units and tenure (ownership or rental);

e. Amenities and services provided, such as common spaces, parking, laundry rooms, fitness centers, and other facilities in the residential development;

f. Construction schedule for all units;

g. Alternatives requested, if applicable;

h. Incentives requested, if applicable; and

i. Evidence to justify any requested alternative or incentive, if applicable.

B. Affordable Housing Agreement.

1. An applicant shall enter into an Affordable Housing Agreement with the City in a form acceptable to the City Attorney, and executed by the City Manager or their designee, to ensure that all the requirements of this Chapter are satisfied. The Affordable Housing Agreement shall be recorded against the residential development prior to final subdivision map approval, or, where a subdivision map is not being processed, prior to issuance of any building permits, with the exception of demolition permits for such parcels or units. The agreement shall be recorded with the office of the Orange County Recorder. The Affordable Housing Agreement shall be binding on the applicant and all future owners and successors in interest thereof.

2. The Affordable Housing Agreement shall include all information requested in the Affordable Housing Plan and any other provisions necessary to ensure that the requirements of this Chapter are satisfied.

3. The Affordable Housing Agreement shall include provisions for resale restricts, monitoring affordability of the units, and the eligibility of potential purchasers or renters.

4. An Affordable Housing Agreement is not required for residential development which will comply with the requirements of this Chapter through payment of an in-lieu fee.

20.40.100 ENFORCEMENT.

A. The Community Development Director, or their designee, may suspend, revoke, or deny any building permit or other approval upon finding a violation of any provision of this Chapter. The provisions of this Chapter shall apply to all owners, agents, and successors of an applicant proposing a project. No entitlement approval, grading permit, building permit or certificate of occupancy shall be issued if it is found in noncompliance with the provisions of this Chapter.

B. Any individual or entity who sells or rents an affordable unit in violation of the provisions of this Chapter shall be required to forfeit all monetary gains obtained through noncompliance. Recovered funds shall be deposited into the Affordable Housing Trust Fund.

C. Selling or renting an affordable unit in violation of the provisions of this Chapter is a violation of the City Code. The City may use any appropriate legal actions or proceedings necessary to ensure compliance with this Chapter, including but not limited to:

1. Actions to revoke, suspend, or deny any grading permit, building permit, certificate of occupancy, or discretionary approval.

2. Any other action, civil or criminal, authorized by law or by any regulatory document, restriction, or agreement in this Chapter.

D. The City shall be entitled to recover its reasonable attorney's fees and costs.

20.40.110 AFFORDABLE HOUSING TRUST FUND.

The in-lieu fees and any equity share payment collected as a result of requirements of this Chapter shall be deposited in the City’s Affordable Housing Trust Fund to be

used exclusively to develop and retain the supply of housing affordable to extremely low, very low, low, and moderate-income households. The City shall provide ongoing implementation programs utilizing funds deposited in the Affordable Housing Trust Fund for the benefit of extremely low, very low, low, and moderate-income households.

20.40.120 GUIDELINES.

The City Council shall adopt by resolution the Guidelines for the implementation and enforcement of this Chapter. It is the intent of the City Council that the Guidelines shall have the full force and effect of the law and shall be adhered to in full.

SECTION 3. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Chapter 20.52 to read as follows:

CHAPTER 20.52 (ACCESSORY DWELLING UNITS)

20.52.010 INTENT AND PURPOSE.

The City recognizes the importance of livable housing and an attractive, suitable living environment for all residents. The State Legislature has declared that Accessory Dwelling Units and Junior Accessory Dwelling Units are a valuable form of housing in California. It is the intent of the City to permit all types of accessory dwelling units in all areas zoned to allow single-family, multi-family and mixed-use residential, in conformance with State law, and subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of residential neighborhoods. It is not the intent of this section to override lawful use restrictions as may be set forth in conditions, covenants and restrictions or similar instruments.

20.52.020 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply.

A. ACCESSORY DWELLING UNIT. Same definitions as specified in Section 20.00.070. B of this title.

B. ACCESSORY DWELLING UNIT, JUNIOR is also referred to as “Junior Accessory Dwelling Unit” in this Chapter. Same definitions as specified in Section 20.00.070.B of this title.

C. EFFICIENCY KITCHEN. A room or an area within a room used, or intended or designed to be used, for cooking or the preparation of food that includes at minimum a sink, a cooking facility, a food preparation counter, and storage cabinets.

D. MAJOR TRANSIT STOP OR A HIGH-QUALITY TRANSIT CORRIDOR. A location defined in Section 21155 of the Public Resources Code.

F. SANITATION FACILITY. A room that includes a toilet compartment, sink with hot and cold-water taps, and shower or bathtub.

20.52.030 APPLICABILITY.

Any construction, establishment, alteration, enlargement, or modification of an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit shall comply with the requirements of this Chapter and the City's Building and Fire codes. An accessory dwelling unit or Junior Accessory Dwelling Unit that conforms to the standards of this chapter shall not be:

A. Deemed to be inconsistent with the General Plan designation and zone for the parcel on which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located.

B. Deemed to exceed the allowable density for the parcel on which the Accessory Dwelling Unit is located.

20.52.040 DEVELOPMENT STANDARDS.

A. Permitted Locations. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be allowed if the existing lot and dwelling meet the following requirements:

1. Accessory Dwelling Unit or Junior Accessory Dwelling Unit is allowed in the zone in which it is proposed.

2. The lot on which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is proposed to be established shall contain at least one existing or proposed permanent main dwelling unit.

B. Number of Units Per Lot.

1. Properties with a proposed or existing single-family dwelling.

a. One Accessory Dwelling Unit that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure;

b. One detached, newly constructed Accessory Dwelling Unit; and

c. One Junior Accessory Dwelling Unit.

2. Properties with a proposed or existing multi-family dwelling.

a. One interior Accessory Dwelling Unit or up to twenty-five (25) percent of the existing units, whichever is higher; and

i. Interior Accessory Dwelling Unit means an Accessory Dwelling Unit that is created by converting portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements or garages.

ii. When calculating the required number of allowed accessory dwelling units, any fractions of units shall be rounded to the next larger whole number.

b. Up to two detached Accessory Dwelling Units.

C. The following development standards contained in Table 20.52.040.A (Accessory Dwelling Unit Development Standards) apply based on the type of unit and the applicable development standards. All accessory dwelling units are required to comply with all applicable standards:

Table 20.52.040.A: Accessory Dwelling Unit Development Standards			
	Accessory Dwelling Unit, Junior	**Accessory Dwelling Unit**	
		Attached	**Detached**
Minimum Unit Size	150 square feet	150 square feet	
Maximum Unit Size	500 square feet Note: Up to 150 square feet may be added to an existing primary dwelling unit to accommodate ingress or egress, but the unit size for the Junior Accessory Dwelling Unit shall not exceed 500 square feet.	No more than 50 percent of the existing primary dwelling unit square footage, or 1,200 square feet, whichever is less.	1,200 square feet
		Notes: If an Accessory Dwelling Unit is created by converting an existing space, there is no maximum unit size requirement. Such conversion may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing structure if the expansion is for the sole purpose of accommodating ingress and egress to the converted area.	
Maximum Site Coverage	The standards of the underlying zone shall apply	≤ 800 sq. ft.: No maximum > 800 sq. ft.: The standards of the underlying zone shall apply	
Maximum Rear Yard Coverage	The standards of the underlying zone shall apply	≤ 800 sq. ft.: No maximum > 800 sq. ft.: The standards of the underlying zone shall apply	
Minimum Outdoor Living Space	The standards of the underlying zone shall apply	≤ 800 sq. ft.: No maximum > 800 sq. ft.: The standards of the underlying zone shall apply	

Minimum Setbacks	The standards of the underlying zone shall apply	Front – The standards of the underlying zone shall apply Side – 4 feet Rear – 4 feet Notes: A detached Accessory Dwelling Unit shall be located no closer than the front-most building wall of the primary dwelling unit No additional building setback shall be required for an Accessory Dwelling Unit that is created by conversion of an existing space, such as primary dwelling unit, garage, accessory structure, if the Accessory Dwelling Unit is created in the same location and to the same dimensions as an existing structure. Front yard setback may be reduced if applying the standards of the underlying zone prevents creation of an 800 square-foot unit.	
Maximum Structural Height	The standards of the underlying zone shall apply	25 feet or the standards of the underlying zone, whichever is lower Note: If an Accessory Dwelling Unit is attached to the second floor of the primary dwelling unit, the maximum height shall be the height of the existing primary dwelling unit	16 feet maximum Note: If the Accessory Dwelling Unit is located on a lot with an existing or proposed multi-family dwelling that is multi-story, or located within ½ mile walking distance of a major transit stop or a high-quality transit corridor, the maximum height shall be 18 feet.

Minimum Distance Between Buildings	Not Applicable	Not Applicable	Minimum 10 feet between the main dwelling unit and the detached Accessory Dwelling Unit Note: No additional building separation is required for an existing garage or an existing accessory building that is converted to an accessory dwelling unit
Access	Must have independent entrance from the exterior into the Junior Accessory Dwelling Unit If the unit shares sanitation facility with the primary dwelling, the unit must also include an interior access to the primary dwelling	Must have independent entrance from the exterior into the Accessory Dwelling Unit	
Minimum Kitchen Requirements	Efficiency Kitchen		
Sanitation Facility	May share Sanitation Facility with main dwelling unit or have separate Sanitation Facility	Must have separate Sanitation Facility	
Minimum Parking Requirements	As specified in Section 20.08.040.D. of this title.		

D. Unit Size Calculation. When calculating the unit size, non-livable space attached

to any accessory dwelling units, including, but not limited to, attached garages, porches, patios, overhangs, and balconies shall not be included.

E. Design Standards. The following design standards shall apply to all types of accessory dwelling units:

1. Addressing: Address numerals of all dwelling units on the lot shall be displayed clearly visible from the street or displayed in a building directory.

2. Windows and Doors:

a. Windows and doors of the new unit shall not have a direct line of sight to a neighboring residential property unless the windows and doors are existing or they are properly screened by fencing, landscaping, or privacy glass.

b. If an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit is located within a single-family zoning district, new doors shall not open on the same elevation as the main entrance door to the primary dwelling, except for detached structures and conversion of an existing door opening to an entry door.

3. Staircases: If an Accessory Dwelling Unit or a Junior Accessory Dwelling Units is located within a single-family zoning district, new stairways shall be completely enclosed as part of the interior of the structure, except for conversion/modification of an existing exterior stairway.

4. Architecture:

a. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

b. The new unit shall match the building architecture, exterior materials, finishes, and color of the primary dwelling unit.

F. Attached Accessory Structures. All accessory structures attached to an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit, including but not limited to, patio covers, porches, garages, and balconies, shall comply with requirements of the underlying zone.

G. Emergency Access. Adequate access by emergency services to the primary dwelling unit, Accessory Dwelling Unit, and Junior Accessory Dwelling Unit shall be provided.

H. Fire Sprinklers. The installation of fire sprinklers shall not be required in an Accessory Dwelling Unit or Junior Accessory Dwelling Unit if sprinklers are not required for the primary residence. The construction of an Accessory Dwelling Unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

I. Nonconforming Conditions. The correction of a physical improvement on a lot that does not conform with the city's current zoning standards is not required in order to establish an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit on such lot.

J. Code compliance. All accessory dwelling units shall comply with all applicable Fire and Building Codes.

K. Any proposed Junior Accessory Dwelling Unit that does not conform to requirements of subsection 20.52.040.E or Accessory Dwelling Unit that does not conform to the maximum unit size specified in Table 20.52.040.A and/or requirements of subsection 20.52.040.E may be considered by the City through a Certificate of Compatibility process pursuant to Section 20.408.050 of this Title.

20.52.050 OWNER OCCUPANCY REQUIREMENTS.

A. Accessory Dwelling Units and Junior Accessory Dwelling Units shall not be sold or owned separately from the primary dwelling unit.

B. Any Junior Accessory Dwelling Unit and Accessory Dwelling Unit that is used as a rental unit must be rented for no less than 30 consecutive days at any time.

C. Junior Accessory Dwelling Units. If the property contains a Junior Accessory Dwelling Unit, the legal owner of such property must occupy one of the residential dwellings on the property as that person's legal domicile and permanent residence as long as the Junior Accessory Dwelling Unit exists on the property.

D. Accessory Dwelling Units.

1. Accessory dwelling units that are issued a building permit before January 1, 2025 shall not be subject to any owner-occupancy requirement.

2. Accessory dwelling units that are issued a building permit on or after January 1, 2025 shall be subject to an owner-occupancy requirement. The legal owner of such property must occupy one of the residential dwellings on the property as that person's legal domicile and permanent residence as long as the Accessory Dwelling Unit exists on the property.

E. The legal owner of a property with a Junior Accessory Dwelling Unit or an Accessory Dwelling Unit subject to the owner occupancy requirements as specified in subsections C and D.2 of this Section shall record a covenant in a form satisfactory to the City Attorney within thirty (30) days following the issuance of a building permit for such Accessory Dwelling Unit or Junior Accessory Dwelling Unit, which shall include the following requirements and any other provisions required by state law:

1. The Accessory Dwelling Unit (or Junior Accessory Dwelling Unit) may not be sold, transferred, or assigned separately from the primary residence;

2. The Accessory Dwelling Unit (or Junior Accessory Dwelling Unit) may not be rented for a period of less than thirty (30) consecutive days;

3. If the property contains a Junior Accessory Dwelling Unit, the Junior Accessory Dwelling Unit shall be a legal unit and may be used as habitable space, only so long

as either the main dwelling unit, or the Junior Accessory Dwelling Unit, is occupied by the owner of record of the property, unless state law is amended to prohibit local agencies from requiring owner-occupancy; and

4. Such restrictions shall run with the land and be binding upon all future owners, and lack of compliance may result in legal action against the property owner to compel compliance with this code. The covenant shall be recorded in the official records of Orange County, and a copy of the covenant shall be filed with the office of the City Clerk.

20.52.060 ACTION ON AN APPLICATION.

A. The application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be reviewed ministerially through the City's Building Permit Plan Check process, without any discretionary review or hearing. If the City determines that the application and evidence submitted show that the Accessory Dwelling Unit or Junior Accessory Dwelling Unit will comply with the requirements of this Section, the application shall be approved as follows:

1. If the application is for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit on a lot with an existing single-family or multi-family dwelling, the City shall either approve or deny the application within 60 days from the date the City receives a completed application.

a. The applicant may request a delay of a City approval or denial. In such case, the 60-day time period shall be tolled for the period of the requested delay.

2. If the application is for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit or Junior Accessory Dwelling Unit proposed in conjunction with a new single-family or multi-family dwelling, the City may delay either approving or denying the application until the City either approves or denies the permit application for the new single-family or multi-family dwelling.

B. Fees. All applications for accessory dwelling units must be accompanied by the required application fee.

SECTION 4. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Chapter 20.56 to read as follows:

Chapter 20.56 (Two-unit Developments and Urban Lot Splits)

20.56.010 INTENT AND PURPOSE.

The intent and purpose of this Chapter is to provide objective zoning standards for Two-Unit Developments and Urban Lot Splits within single-family residential zones, to implement the provisions of state law as reflected in Government Code Section 65852.21 et seq. and Section 66411.7 et seq., and to facilitate the development of

new residential dwelling units consistent with the City's General Plan and ensure sound standards of public health and safety. If there are any conflicts between this chapter and California Government Code Sections 65852.21, 66411.7, and 66452.6, then the State law preempts any local law.

20.56.020 DEFINITIONS.

For the purposes of this Chapter, the following words, terms, and phrases shall have the following meanings:

ACCESSORY DWELLING UNIT. Same definitions as specified in Section 20.00.070.B of this title.

ACCESSORY DWELLING UNIT, JUNIOR. Same definitions as specified in Section 20.00.070.B of this title.

INDIVIDUAL PROPERTY OWNER. A natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, limited partnership, limited liability company, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Revenue and Taxation Code Section 214.15).

SINGLE-FAMILY RESIDENTIAL ZONE. A single-family residential zone includes the R-1 (Single-Family Residential District), E4 (Residential Estate District), and RA (Residential Agricultural) zoning districts and any property within a Specific Plan area or PC District (Planned Community District) area where a single-family dwelling is a permitted use, but a duplex, triplex, or multiple-family dwelling is not a permitted or conditionally permitted use.

TWO-UNIT DEVELOPMENT. Same definitions as specified in Section 20.00.070.B of this title.

URBAN LOT SPLIT. The ministerial review of a tentative parcel map and the subsequent final parcel map to subdivide one (1) lot into two (2) lots within a single-family residential zone or within a specific plan development area implementing a single-family residential zone pursuant to California Government Code Section 66411.7.

20.56.030 TWO-UNIT DEVELOPMENTS AND URBAN LOT SPLIT APPLICABILITY.

A proposed housing development containing no more than two dwelling units within a single-family residential zone or within a specific plan development area implementing a single-family residential zone, and/or a parcel map for an urban lot split, shall be considered through ministerial review, without discretionary review or a hearing, if the proposed two-unit development and/or urban lot split meet all of the following requirements:

A. The proposed development shall not be located on any lot identified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, high or very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation as specifically defined in Government Code Section 65913.4.

B. Notwithstanding any provision of this Section, the proposed housing development would not require demolition or alteration of any of the following types of housing:

1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

3. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

4. Housing that has been occupied by a tenant in the last three years.

C. The development is not located within a historic district or property included on the National Register of Historic Places, Buildings, or Structures; the California State Resources Inventory; the Orange County Historic Register; or the Brea Historic Resources Register.

D. The parcel has not been established through prior exercise of an urban lot split as provided for in this Section.

E. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Government Code Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

20.56.040 TWO-UNIT DEVELOPMENTS.

The following standards and criteria shall apply to all proposed residential units permitted under this article. Notwithstanding these requirements, all residential lots zoned for single-family use shall be permitted to construct up to two dwelling units which are at least, but no more than, 800 square feet in floor area.

Two-unit developments must meet all the following requirements:

A. The following development standards contained in Table 20.56.040.A (Two-Unit Development Standards) apply:

Table 20.56.040.A Two-Unit Development Standards		
Required Zoning Designation	Permitted within single-family residential zones or within a specific plan development area implementing a single-family residential zone.	
Maximum Number of Units	2 dwelling units developed in accordance with this Section. Note: The maximum number of units does not include the potential for one (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot.	
Minimum Unit Size	150 square feet	
Maximum Unit Size	800 square feet Note: No maximum unit size shall be required for a two-unit development that is created by conversion of an existing space, such as primary dwelling unit, garage, accessory structure, if the dwelling unit is created in the same location and to the same dimensions as an existing structure.	
Setbacks	Front – The standards of the underlying zone shall apply Side – 4 feet Rear – 4 feet Note: At the discretion of the City Planner, the site coverage may exceed the limit of the underlying zone if an application can demonstrate that more coverage is necessary to construct an 800 sq. ft. unit.	
Building Height	Attached to existing main dwelling: The standards of the underlying zone shall apply.	Detached or new construction: The maximum height is 16 feet. Note: At the discretion of the City Planner, additional building height may be permitted up to the height limit of the underlying zone if an application can demonstrate that additional height is necessary to construction an 800 sq. ft. unit.

Distance Between Buildings	Attached to existing main dwelling: Not Applicable	Detached: 10 feet Notes: No additional building separation is required for an existing accessory building that is converted to dwelling unit for the purposes of this Section. At the discretion of the City Planner, the distance between buildings may be reduced if an application can demonstrate that less space is necessary to construct an 800 sq. ft. unit.
Access	Must have independent entrance from the exterior.	
Parking	As specified in Section 20.08.040.D. of this title.	
General Development Standards	Unless otherwise indicated in this Section, the standards of the underlying zone shall apply. Note: At the discretion of the City Planner, deviations from the standards of the underlying zone may be considered if it is necessary to construct an 800 sq. ft. unit.	

B. Unit Size Calculation. When calculating units site coverage, non-livable space attached to the units, including, but not limited to, attached garages, porches, patios, overhangs, and balconies shall not be included.

C. Design Standards. The following design standards shall apply to two-unit developments:

1. Addressing: Address number of all dwelling units on the lot shall be displayed clearly visible from the street. Where a unit address on the front of a building cannot be viewed from the street or displayed in a building directory.

2. Windows and Doors:

a. Windows and doors of all dwelling units shall not have a direct line of sight to a neighboring residential property unless the windows and doors are existing or they are properly screened by fencing, landscaping, or privacy glass.

b. No new doors on the same front or street side elevation as the main entrance door, except for detached structures and conversion of an existing door opening to an entry door.

3. Staircases: New stairways shall be completely enclosed as part of the interior of the structure, except for conversion/modification of an existing exterior stairway.

4. Architecture:

a. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

b. The design of the housing development shall match the primary dwelling (if one exists) and be compatible with the surrounding neighborhood to the greatest extent feasible.

5. Foundation: New dwellings for the purposes of this Section shall be constructed upon a permanent foundation.

F. Code compliance. Two-unit developments shall comply with all applicable Fire and Building Codes.

G. Utilities. Two-unit developments shall have separate utility connections and separate utility meters.

H. Short Term Rentals Prohibited. No dwelling units shall not be rented for less than 30 consecutive days at a time.

I. Deed Restriction. The legal owner of a property improved with a two-unit development shall record a covenant in a form satisfactory to the City Attorney within thirty (30) days following the issuance of a building, that does each of the following:

1. Expressly prohibits any rental of a dwelling on the property for a period less than thirty (30) days.

2. Expressly prohibits any non-residential use of the lot.

3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any other common interest development within the lot.

4. If the lot does not undergo an urban lot split; Expressly requires the individual property owners to live in one (1) of the dwelling units on the lot as the owners' primary residence and legal domicile.

5. Limits development of the lot to dwelling units that comply with the requirements of this Section, except as required by state law.

J. Associated Permits. If an application for a two-unit development triggers the requirement for a discretionary or ministerial permit other than an urban lot split and/or a building permit, those associated permits must be applied for and obtained prior to application for an urban lot split permit.

20.56.050 URBAN LOT SPLIT.

The provisions of this Section apply to the processing of parcel maps for urban lot splits pursuant to California Government Code Section 66411.7 and Chapter 20.56 of this Code.

Urban lot splits must meet all the following requirements:

A. The following development standards contained in Table 20.56.040.B (Urban Lot Split Standards) apply:

Table 20.56.040.B Urban Lot Split Standards	
Required Zoning Designation	Permitted within single-family residential zones or within a specific plan development area implementing a single-family residential zone.
Maximum Number of Units	2 dwelling units developed in accordance with this Section. Notes: Lots created from implementing the provisions of the Urban Lot Split shall not be eligible for more than two dwelling units per lot.
Minimum Lot Size	The size of the new lot shall be at least 40% of the existing lot prior to the Urban Lot Split. Notes: In no instance shall the new lots be less than 1,200 sq. ft.
Lot Frontage	All lots shall have frontage directly onto a public or private street, excluding alleys.
Lot Width	All lots shall have a minimum lot width of 24 feet abutting a street.
Setbacks	No setbacks are required for a legally permitted existing structure. New construction shall comply with the requirements of Table 20.56.040.A.
New Units	All new Two-Unit Development units constructed after the implementation of an Urban Lot Split shall comply with the requirements of Table 20.56.040.A.
Parking	As specified in Section 20.08.040.D. of this title.
General Development Standards	Unless otherwise indicated in this Section, the standards of the underlying zone shall apply. Note: At the discretion of the City Planner, deviations from the standards of the underlying zone may be considered if it is necessary to construct an 800 sq. ft. unit.

B. No prior urban lot split.

1. The parcel has not been established through prior exercise of an urban lot split.

2. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner may subdivide an adjacent parcel using an urban lot split as provided in this Section.

C. Map act compliance. An urban lot split shall comply with all applicable objective requirements of the Subdivision Map Act unless otherwise specified in this article or in state law.

D. Easements. No dedications of rights-of-way or construction of off-site improvements may be required for the parcels being created. However, the City may require easements for the provision of public services and facilities when considering an application for a parcel map for an urban lot split.

E. Code compliance. Urban lot splits shall comply with all applicable Fire and Building Codes.

F. Utilities. Two-unit developments shall have separate utility connections and separate utility meters.

G. Short Term Rentals Prohibited. No dwelling units shall not be rented for less than 30 consecutive days at a time.

H. Notice to Adjoining Property Owners. Prior to final map recordation, the property owner shall provide a notarized authorization that written notice was provided to all the owners, as shown on the last adopted tax roll of Orange County, of property adjoining the subject property or any contiguous property in the same ownership as the subject property. Such notice shall contain the location of the properties, notice that construction has been authorized, and contact information for the Building & Safety Department and project manager.

I. Deed Restriction. The legal owner of an urban lot split property shall record a covenant in a form satisfactory to the City Attorney within thirty (30) days following the issuance of a building permit for a SB 9 housing development, that does each of the following:

1. Expressly prohibits any rental of any dwelling unit on the property for a period less than thirty (30) days.

2. Expressly prohibits any non-residential use of the lots created by the urban lot split.

3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any other common interest development within the lot.

4. States that:

a. The lot is formed by an urban lot split and is therefore subject to the City's urban lot split regulations, including all applicable limits on dwelling size and development.

b. Development on the lot is limited to development of housing under this Section, except as required by State law.

I. Associated Permits. If an application for an urban lot split triggers the requirement for a discretionary or ministerial permit other than an urban lot split and/or a building permit, those associated permits must be applied for and obtained prior to application for an urban lot split permit.

SECTION 5. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development code) of the Brea City Code is amended by adding a new Chapter 20.66to read as follows:

CHAPTER 20.66: EMERGENCY SHELTER

20.66.010 INTENT AND PURPOSE.

The intent and purpose of this Chapter is to provide objective zoning standards for emergency shelter facilities, in accordance with State law and the City's adopted housing element. In accordance with State law, local governments have a responsibility to provide adequate sites for emergency shelters that serve unhoused individuals and families. This Chapter is intended to allow for the development of emergency shelter facilities in specific zoning districts.

20.66.020 APPLICABILITY.

Emergency shelter establishments, as defined in Section 20.00.070.B of this Title, are permitted as set forth in Table 20.11.020.A. subject to the requirements contained in this Chapter.

20.66.030 DEVELOPMENT CRITERIA.

Emergency shelters shall comply with the standards of this Section.

A. Stays at the facility shall be on a first-come first-served basis with clients only on-site and admitted to the facility between 6:00 p.m. and 8:00 a.m. during pacific daylight time and 5:00 p.m. and 8:00 a.m. during pacific standard time. Clients must vacate the facility by 8:00 a.m. and have no guaranteed bed for the next night.

B. Maximum stay at the facility shall not exceed one hundred twenty (120) days in a three hundred sixty-five (365) day period.

C. Facility location shall be within a half (1/2) mile radius from an OCTA bus stop, as measured from the property line.

D. A minimum distance of three hundred (300) feet shall be maintained from any other emergency shelter, any residentially zoned property and any public or private school, as measured from the property line.

E. A minimum of one (1) staff member per fifteen (15) beds shall be awake and on duty when the facility is open.

F. Minimum parking requirements are as specified in Section 20.08.040.D. of this Title.

G. Bike rack parking shall also be provided by the facility.

H. Exterior lighting shall be provided for the entire outdoor area of the site consistent with the provisions of subparagraph 20.08.40.C.5.b.

I. A waiting area shall be provided which contains a minimum of ten (10) square feet per bed provided at the facility. The waiting area shall be in a location not adjacent to the public right-of-way, shall be visually separated from public view by minimum six (6) foot tall visually screening mature landscaping or a minimum six (6) foot tall decorative masonry wall, and shall provide consideration for shade/rain provisions.

J. Any outdoor storage, including, but not limited to, items brought on-site by clients for overnight stays, shall be screened from public view. Any outdoor storage areas provided shall be screened from public view by minimum six (6) foot tall visually screening mature landscaping or a minimum six (6) foot tall decorative masonry wall.

K. Facility improvements shall comply with Title 15, Division I and Title 16 of the Brea Municipal Code, specific to the establishment of dormitories and shall additionally provide:

1. A minimum of one (1) toilet for every eight (8) beds per gender;

2. A minimum of one (1) shower for every eight (8) beds per gender; and

3. Private shower and toilet facility for each area designated for use by individual families.

L. An operational plan shall be provided for the review and approval of the Development Services Director. Plans may be required to address additional specific needs as identified by the Director. The approved operational plan shall remain active throughout the life of the facility. At a minimum, the plan shall contain provisions addressing the topical areas outlined below:

1. Security and safety - addressing both on and off-site needs, including provisions to address the separation of male/female sleeping areas as well as any family areas within the facility;

2. Loitering control - with specific measures regarding off-site controls to minimize the congregation of clients in the vicinity of the facility during hours that clients are not allowed on-site;

3. Management of outdoor areas - including a system for daily admittance and discharge procedures and monitoring of waiting areas with a goal to minimize disruption to nearby land uses;

4. Staff training - with objectives to provide adequate knowledge and skills to assist clients in obtaining permanent shelter and income;

5. Communication and outreach with objectives to maintain good communication and response to operational issues which may arise from the neighborhood, city staff, or the general public;

6. Screening of clients for admittance eligibility - with objectives to provide first service to Brea residents;

7. Counseling programs to be provided with referrals to outside assistance agencies, and provide an annual report on this activity to the city; and

8. Litter control - with an objective to provide for the timely removal of litter attributable to clients within the vicinity of the facility.

M. The facility may provide the following services in a designated area separate from sleeping areas:

1. A recreation area either inside or outside the shelter;

2. A counseling center for job placement, educational, health care, legal, or mental health services;

3. Laundry facilities to serve the number of clients at the shelter;

4. Kitchen for the preparation of meals;

5. Dining hall;

6. Client storage area (i.e. for the overnight storage of bicycles and personal items); or

7. Similar services geared to homeless clients.

SECTION 6. Subsection J. of Section 20.206.050 (Application Filing Requirements) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

J. For applications involving one (1) single-family dwelling unit residence on an existing lot, architectural and landscaping treatment materials shall be provided consistent with the requirements for a certificate of compatibility, as set forth in § 20.408.050. Accessory dwelling units shall be subject to the regulations contained in Chapter 20.52 of this title, and state law.

SECTION 7. Subsection C of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Dwelling unit density. Not more than two (2) dwelling units shall be permitted to be on any lot in the R-1 (Single Family Residential) Zone with the potential for accessory dwelling units subject to the provisions set forth herein and pursuant to the requirements of Chapter 20.52 and two-unit development subject to the provisions set forth herein and pursuant to the requirements of Chapter 20.56.

SECTION 8. Subsection E of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

E. Yards.

1. Front yard.

a. A minimum twenty-five (25) foot front yard shall be required.

b. Notwithstanding other provisions contained herein; the entire front yard area, including the minimum required front yard, shall be kept and maintained free and clear of all attached or detached accessory structures, building and automotive materials, trash, debris, trash storage receptacles, inoperable motor vehicles, camper shells not mounted on motor vehicles, boats, or boats and trailers, including utility trailers. Parking and driveway areas within the entire front yard area shall not exceed fifty-five percent (55%) of such yard area; for lots at the end of cul-de-sac with a lot frontage of less than forty (40) feet, the parking and driveway areas within the entire front yard may be paved up to a maximum of eighty percent (80%), all subject to the Development Services Director's review and approval. The parking of operable motor vehicles shall be permitted only on an all weather surface, subject to the review and approval of the Development Services Director.

c. Recreational vehicle parking may occur as follows:

(1) Parking within a garage or three (3) sided carport.

(2) Outdoor parking in the side or rear yards beyond the required twenty-five (25) foot front setback, except in a street side yard of a corner lot or reverse corner lot.

(3) Outdoor parking in a driveway or improved pad, provided that:

(a) Parking of said vehicle within a garage or three (3) sided carport is not possible.

(b) Space is not available in the side or rear yards or no access exists to such yards.

(c) No part of said unit extends over public sidewalks or rights-of-way.

(d) The vehicle or unit at no time creates a sight obstruction that poses a safety hazard.

(e) Such vehicles shall be determined to be in an operable condition.

(f) The vehicle is not used for dwelling purposes; cooking is not permitted in the recreational vehicle at any time and accordingly, butane and propane shall not be used.

(g) The vehicle is not permanently connected to electricity, sewer lines or water lines. The recreational vehicle may be connected to electricity temporarily for charging batteries and cleaning purposes only.

(h) The vehicle shall not be used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.

(i) The vehicle shall not block required emergency access to the rear yard area. A five (5) foot clear area shall be maintained to provide such access.

d. Where the entire block frontage is designed and developed as a neighborhood unit, the front yard setback may vary, providing that an average building setback of not less than twenty-five (25) feet is maintained. The minimum front yard shall not be less than twenty (20) feet.

e. Notwithstanding other requirements herein, all garages with vehicle entrances facing a street shall set back not less than twenty-five (25) feet from the property line. A carport with a vehicle entrance facing a street and not screened from public view from any point on the public right-of-way line which abuts the property upon which said carport is located shall be prohibited.

f. Front yards on the turn-around end of cul-de-sac street may be reduced to not less than twenty (20) feet.

2. Side yards.

a. Lots shall have a side yard on each side of not less than five (5) feet. An additional two and one-half (2½) feet shall be required for side yards adjacent to a main building twenty (20) feet or more in height.

b. A side yard on the street side of a corner lot shall not be less than twenty (20) feet.

c. Any storage of materials including but not limited to, trash and trash receptacles, newspapers, building and automotive materials, landscape maintenance tools, and debris, within side yards, shall be substantially screened with a combination of open or solid fencing, and landscaping, or enclosed within an openwork structure such as wood or metal lattice, so as to substantially minimize views as seen from adjacent private and public streets, and public right-of-way (excluding alleys).

d. All side yard setbacks shall be measured from the property line to the building wall.

3. Rear yards.

a. Each yard shall have a rear yard of not less than twenty-five (25) feet except that the main building may project to within ten (10) feet of the rear property line. The combined coverage by the main building and any accessory buildings shall not exceed twenty-five percent (25%) of the required rear yard area.

b. Any storage of materials including, but not limited to, trash and trash receptacles, newspapers, building and automotive materials, landscape maintenance tools, debris, inoperable motor vehicles, camper shells not mounted on motor vehicles, or boats and trailers, within rear yards, shall be substantially screened with a combination of open or solid fencing, and landscaping, or enclosed within an openwork structure such as wood or metal lattice, so as to substantially minimize views as seen from adjacent private and public streets, and public right-of-way (excluding alleys). Stored materials shall not cover an area greater than fifty percent (50%) of the total square footage of the rear yard.

4. Location of accessory buildings in required yards.

a. Detached accessory buildings may be located in the required side or rear yard areas provided that said structure or structures are not less than five (5) feet from any common property line to the eave line and provided that all run-off water from the roof is disposed on the lot.

b. Where access to a garage or carport is provided from any alley, the garage or carport shall be located not less than twenty-five (25) feet from the opposite property line or five (5) feet from the alley right-of-way line, whichever is more restrictive. If the vehicle entrance faces the alley, garage only shall be permitted and the vehicle entrance door shall not project beyond the property line when open or being opened. A carport with a vehicle entrance facing an alley and not screened from public view from any point on the public right-of-way which abuts the property upon which the carport is located shall be prohibited.

5. Projections into required yards. The provisions of § 20.08.020 of this title shall apply.

6. Garage and carport side street setback. Notwithstanding other requirements herein, a garage with a vehicle entrance facing a side street shall set back not less than twenty-three (23) feet from the street side property line. A carport with a vehicle entrance facing a side street and not screened from public view from any point on the public right-of-way line which abuts the property upon which said carport is located shall be prohibited.

SECTION 9. Subsection H of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

H. Distance between buildings. The distance between external walls of detached buildings shall not be less than ten (10) feet, if there are either doors or windows facing on said space between walls. Where no openings face said space, it may be reduced to six (6) feet.

SECTION 10. Subsection I of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

I. Minimum dwelling area. Each dwelling unit shall have a gross floor area of not less than one thousand (1,000) square feet.

SECTION 11. Subsection K of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

K. Off-street parking. The provisions of § 20.08.040 of this title shall apply.

SECTION 12. Subsections O, P, Q of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.208.040.O (Repealed by Ord. XX, Date)

20.208.040.P (Repealed by Ord. XX, Date)

20.208.040.Q (Repealed by Ord. XX, Date)

SECTION 13. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it enacts the Housing Element Program implementation zoning

code amendments that will not have a significant effect on the environment. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 14. SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 14. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

SECTION 15. CERTIFICATION.

The City Clerk shall certify to the passage of this Ordinance.

PASSED, APPROVED, AND ADOPTED, this ___ day of _____, 2023.

_____
Marty Simonoff
Mayor

ATTEST:

_____
Lillian Harris-Neal
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the ___ day of _____, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the _____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated:_____

_____

City Clerk

ATTACHMENT B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING NEW GUIDELINES FOR THE IMPLEMENTATION OF CHAPTER 20.40 OF THE BREA CITY CODE CONCERNING AFFORDABLE HOUSING.

A. RECITALS:

(i) Brea City Code Section 20.40.120, as implemented by Zoning Ordinance Text Amendment No. 2023-02, provides that the City Council shall adopt by resolution the Guidelines for the implementation and enforcement of Chapter 20.40 of Brea City Code concerning affordable housing.

(ii) Attached hereto and Marked "Exhibit 1" are Guidelines proposed for adoption to implement said Chapter 20.40.

(iii) On July 18, the City Council held a duly noticed public hearing on the matter, during which it received and considered all evidence and testimony presented prior to adoption of this resolution.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the City Council of the City of Brea, as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.

2. The matter identified above in this Resolution has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines, and the environmental regulations of the City. The Project is categorically exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines

Section 15061(b)(3) because the Guidelines will not have a significant effect on the environment.

3. This Council hereby adopts that document entitled "Affordable Housing Implementation Guidelines" attached hereto as "Exhibit 1" and each and every term and provision contained therein and said document shall supersede any and all guidelines hereto adopted in order to implement Chapter 20.40 of the Brea City Code.

4. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 18th day of July, 2023.

_____
Marty Simonoff
Mayor

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the City Council of the City of Brea held on the ___ day of _____, 2023 and was finally passed at a regular meeting of the City Council of the City of Brea, held on ___ day of _____, 2023, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST: _____
Lillian Harris-Neal
City Clerk

DRAFT

AFFORDABLE HOUSING GUIDELINES

City of Brea

Implementation Program for City Affordable Housing Ordinance,
Chapter 20.40 of the Brea City Code

I. INTRODUCTION

These guidelines are designed to augment and give further detail to processing an affordable housing project once it has received approval per the requirements of Chapter 20.40 of the Brea City Code originally adopted by the Brea City Council on March 2, 1993, and as most recently amended on _____, 2023.

II. PROGRAM APPLICABILITY

The requirements of the Affordable Housing Program are specified in Section 20.40.020 of the Brea City Code.

III. INCENTIVES

The City may grant incentives, as specified in Section 20.40.060 of the Brea City Code.

IV. STANDARDS

The standards for the affordable units are specified in Section 20.40.080 of the Brea City Code.

V. TARGET INCOME LEVELS FOR UNITS

In order for the City to meet its affordable housing needs, the target levels for affordable housing units are specified in Section 20.40.040 of the Brea City Code.

VI. CONDOMINIUM CONVERSION

Apartment complexes already participating in the affordable housing program shall not be converted into condominium unit(s) until the end of the 55-year affordability period. At the time of conversion, the requirements of Section 20.40.040 of the Brea City Code must be followed.

Apartment complexes of ten or more units converting to condominiums that are not already participating in the affordable housing program will be required to provide affordable condominium units per the requirements of Section 20.40.040 of the Brea City Code.

VII. ALLOWABLE HOUSEHOLD SIZE

Occupancy of affordable housing units shall be two persons per bedroom plus one additional person.

VIII. ELIGIBILITY PREFERENCE

Eligibility for affordable units will be based on a point system. An applicant's place on the waiting list will depend upon accumulated points which are awarded in various categories, such as Brea residency, Brea employment, existing housing conditions, etc.

The developer and the City will follow fair housing policy and shall not discriminate against eligible households on the basis of age, race, sex, marital status, ethnic background, source of income, or religion.

IX. AFFORDABILITY/ELIGIBILITY REQUIREMENTS

The affordability/eligibility requirements are two-pronged: there is a household income cap (as defined in Section 20.40.030 of the Brea City Code) and a monthly payment cap for the dwelling unit (as defined below).

1. For renters, affordable housing cost (including rent and utilities) is defined as a maximum of 30% of gross income, adjusted for household size appropriate for the unit, as defined and periodically updated by California Health and Safety Code Section 50053.

2. For owners, affordable housing cost (including principal, interest, property taxes, hazard insurance, homeowner's association fees, and utilities) cannot be less than 28% of the gross household income nor more than 35% of the gross household income as defined and periodically updated by California Health and Safety Code Section 50052.5.

Brea's affordable housing expense for both renters and owners will remain consistent with any applicable state and federal law requirements.

Applicants for the purchase program must meet the following criteria:

1. Provide a minimum down payment of 3%.

2. At the time of application and purchase, an applicant may not have liquid assets (funds that are available and accessible with no penalty) in excess of 20% of the

median home price in Brea, this includes the following:

a. Gifted funds.

b. Equity in his/her current home if applicant is already a homeowner. Applicants may not own other residential properties at the time escrow closes on their affordable unit.

3. Only persons who will occupy the affordable unit are permitted to participate in the Program; therefore, co-owners who will not occupy the property are prohibited.

4. Commit to annual certifications verifying owner-occupied status.

Applicants may only participate in the affordable housing purchase program once. If the Program participant sells the affordable unit, he/she may not purchase another affordable unit under City programs in the future.

X. IMPLEMENTATION

The Affordable Housing Program is implemented through an Affordable Housing Agreement as specified in Section 20.40.090 of the Brea City Code.

XI. ALTERNATIVES AND PROGRAM ADJUSTMENTS

Alternatives for developing affordable units (such as in-lieu fees, offsite construction, land dedication, and market rate conversions) are specified in Section 20.40.050 of the Brea City Code. Nothing set forth herein shall preclude the City from considering reasonable equivalent alternatives to these guidelines. These guidelines are by their nature developed to provide City staff and developers a framework to facilitate the goals of Chapter 20.40 of the Brea City Code. If any features or requirements of the guidelines require adjustments based on outside lender program criteria, Fannie Mae requirements, or changes in law, then City staff shall consider such requirements in the drafting of the Affordable Housing Agreement between the City and Developer.

XII. AFFORDABLE HOUSING TRUST FUND

The Affordable Housing Trust Fund is a separate City fund set aside for the specific purpose of assisting the City in the development of housing that is affordable to extremely low, very low, low, and moderate-income households. The fund is generated by the accrual of in-lieu fees and interest thereon. All monies contributed to the Fund, as well as any repayments and interest earnings accrued, shall be used solely for affordable housing subject to the guidelines set forth below. The Fund may be used to pay administrative, general overhead or similar expenses incurred in operation. Affordable Housing Trust Funds may be used for, but are not limited to, the following:

1. Provision of below-market-rate financing for homebuyers.

2. Purchase of land or air rights for resale to developers at a reduced cost to facilitate housing for extremely low, very low, low, and moderate-income households.

3. Reduction of interest rates for construction loans or permanent financing, or assistance with other costs associated with development or purchase of extremely low, very low, low, or moderate-income housing.

4. Rehabilitation of structures for extremely low, very low, low, or moderate-income housing.

5. On-site and off-site improvement costs for production of affordable housing.

6. Reduction of purchase price to provide units that are extremely low, very low, low, or moderate cost.

7. Rent subsidies to reduce the cost of rent for households with limited incomes.

XIII. RESALE/REFINANCE REQUIREMENTS

When an affordable unit is sold or transferred, then the income and sales price requirements originally placed on the unit must be met or the homeowner must pay the City an equity share. Refinancing will be permitted only when the outstanding indebtedness is not increased (except by the amount of reasonable closing costs). In all other cases, refinancing shall be allowed only when the homeowner pays the City its equity share.

The City will not subordinate to a first deed of trust that has a variable interest rate or any negative amortization associated with it. The City will not subordinate below second position.

END OF GUIDELINES AS REVISED ON _____, 2023.

1. Single-family Rehabilitation Program

Brea offers a zero percent interest, deferred-payment rehabilitation loan program for lower income (up to 80% AMI) single-family homeowners. Grants of up to $7,000 are also available for extremely-low and very-low-income (up to 50% AMI) mobile home owners. The maximum loan amount is $35,000, although loan amounts typically vary from $15,000 to $25,000. Homeowners may receive loans to address a range of problems, such as roof leaks, cracks, termite damage, plumbing leaks, water damage, electrical problems, etc. The City may also provide funding for room additions to alleviate overcrowded conditions. The City conducts program advertising through the Brea newsletter, on the City website, and on the City's cable access channel. City staff also offers technical assistance to the property owner, including determining the needed repairs, completing the loan application, and negotiating with contractors.

2021-2029 Objective: Continue to provide rehabilitation loans and grants to qualified lower income homeowners. The objective is to issue 12-15 loans and grants annually, dependent upon funding levels. Starting in 2023, conduct targeted outreach in identified Low and Moderate Resource Census Tracts, utilizing the Housing Conditions Survey and Code Enforcement information to further target assistance.

2. Multi-family Housing Acquisition and Rehabilitation

An important program in Brea's overall strategy to provide affordable housing to lower income households has been through the acquisition and rehabilitation of aging and/or deteriorating apartment complexes. Under this program, the City acquires or assists in the acquisition of a problem apartment complex and then works with the development partner to coordinate the rehabilitation, maintenance, and management of the project as long-term affordable housing. The City is currently in discussion with Jamboree Housing about the acquisition and rehabilitation of the 47-unit Walnut Village Apartments, whose affordability controls are set to expire in 2035, in conjunction with development of affordable units on the adjacent parcel at 685 S. Brea Boulevard.

2021-2029 Objective: Identify apartments in need of rehabilitation, and reach out to non-profit housing providers at least twice during the planning period to identify potential opportunities in low and moderate resource neighborhoods and to secure funds to acquire and rehabilitate the units and provide as long-term affordable housing; seek to achieve at least two projects during the planning period. Conduct study sessions with Jamboree Housing to refine the scope for Walnut Village Apartments (2022), process development entitlements and begin substantial rehabilitation of the project's 47 units (2023), thereby contributing to revitalization within a moderate resource neighborhood.

3. Preservation of Assisted Housing

Brea contains five projects, totaling 80 rent-restricted units, considered at-risk of conversion to market rate during the 2021-2030 period – Birch Street Loft Apartments (35 low/mod units), Orange Villa Senior Apartments (9 low units), Tamarack Point Apartments (5 low/mod units), Town & Country Apartments (12 low/mod units), and Vintage Canyon Apartments (21 very low units).

The following are strategies the City will undertake to work towards preservation of the 80 at-risk units in these five projects:

- **Monitor At-Risk Units:** Contact property owners within three years of the affordability expiration date to discuss City's desire to preserve as affordable housing.
- **Economic Analyses:** Where property owners express an interest in preservation, conduct an economic analysis to determine the present-value cost of buying-down rents.
- **Explore Funding Sources/Program Options:** As necessary, contract with the California Housing Partnership Corporation to explore outside funding sources and program options for preservation.
- **Negotiate with Property Owners:** Present options to owners for a one-time rent buy-down, rehabilitation assistance and/or mortgage refinance in exchange for long-term use restrictions.
- **Tenant Education:** Pursuant to Govn Code section 65863.10, property owners are required to notify tenants within 3 years of a scheduled expiration of rental restriction, and are required to give a twelve-month notice of their intent to opt out of low-income use restrictions. The City will work with tenants, and as necessary contact specialists like the California Housing Partnership to provide education regarding tenant rights and conversion procedures.

2021-2029 Objective: Contact property owners of at-risk projects to initiate preservation discussions within 3 years of expiration and monitor adherence to tenant noticing requirements. Based on the outcome of these discussions, the City will: 1) provide preservation incentives to owners; 2) work with priority purchasers and qualified entities; and 3) coordinate technical assistance and education to affected tenants. Financial assistance may include Successor Agency Funds, Housing Trust Funds, HOME, CDBG, and State preservation funds to incentivize owners to maintain affordable rents, or in the case of transfer of ownership to a non-profit, assistance in property acquisition and rehabilitation. Incorporate strategies for managing the City's affordable housing inventory and specific time frames for required tenant noticing in the new Affordable Housing Implementation Guide (refer to Program #7).

4. Section 8 Rental Assistance

The Section 8 Rental Assistance Program extends rental subsidies to extremely low and very low-income households who spend more than 30 percent of their gross income on housing. Rental assistance not only addresses housing affordability, but also overcrowding by allowing families that may be "doubling up" to afford their own housing. The Orange County Housing Authority coordinates Section 8 rental assistance on behalf of the City. Based on current HUD regulations, of those households admitted to the Section 8 program, 75 percent must have incomes less than 30 percent of the area median, making Section 8 one of the key ways in which the City can address the needs of extremely low-income households.

2021-2029 Objective: The City's objective is to continue current levels of Section 8 rental assistance, to direct eligible households to the County program and, as necessary, assist households in completing their Section 8 application. City staff will contact owners of the major apartment complexes in town twice during the planning period (2022 and 2025) to inquire whether they participate in the Section 8 program, encourage them to register with Orange County Housing Authority, and inform them of the availability of special rental vouchers for Veterans.

Provision of New Affordable Housing

The City actively works with both non-profit and for-profit developers in the production of affordable for-sale and rental housing. Brea's Affordable Housing Ordinance, targeted at addressing the needs of Brea's workforce, requires market-rate housing developments to provide a portion of units affordable to low- and moderate-income households.

5. Affordable Housing Ordinance

In 1993, the City adopted the Affordable Housing Ordinance which requires projects with 20 or more units to allocate 10 percent for housing affordable to moderate-income households (provided that the City determines the provision of the affordable units does not make the project economically infeasible). The City can approve various financial or regulatory incentives to offset the costs of

developing the required affordable units, and at the discretion of the City Council, a developer may be allowed to pay in-lieu fees to be deposited into an Affordable Housing Trust Fund. Projects fulfilling affordable housing requirements on-site are also eligible for density and other incentives under State density bonus law.

In the past, Brea had used Redevelopment housing funds to provide housing opportunities for very low- and low-income households, whereas the Affordable Housing Ordinance provided housing for moderate income households. With the loss of this dedicated funding source, the City will be restructuring its inclusionary requirements to target a wider range of income levels. The City has contracted with a consultant to update the Ordinance to respond to current housing conditions and best practices.

2021-2029 Objective: Review and update the Affordable Housing Ordinance (2022) to enhance the effectiveness in producing affordable housing, especially for lower income households.

6. Density Bonus Incentives

State density bonus law provides for increases in density, along with other incentives and concessions, for development projects that include a specified percentage of units for very low income, low income, or moderate-income households. Brea's Zoning Code Chapter 20.40 (Affordable Housing) references incentives available under State density bonus law. State density bonus law has undergone several amendments since the City adopted its Affordable Housing Ordinance, and rather than incrementally update the City's ordinance, the City's Code includes automatic incorporation by reference of Gov. Code Section 65915.

In order to better promote the use of State density bonus incentives and to provide consistency with incentives offered under the City's Affordable Housing Ordinance, the City will update its density bonus provisions in conjunction with its update to the Affordable Housing Ordinance. The Affordable Housing Guide (refer to Program #8) will clearly present the relationship between the City's inclusionary housing

requirements and State density bonus law, and incentives available under each.

2021-2029 Objective: Update density bonus provisions in the Development Code to align with State law and the updated Affordable Housing Ordinance.

7. Affordable Housing Development Assistance and Implementation Guide

The City can play an important role in facilitating the development of affordable and mixed-income housing through the provision of regulatory incentives and direct financial assistance. The following are among the types of incentives the City can offer:

- Flexible development standards
- Density bonuses
- City support in funding applications
- Local financial assistance, as available through the former RDA Housing Asset Fund and City Housing Trust Fund, with particular consideration given to projects which incorporate units affordable to extremely low-income households and other difficult to serve groups.

The City has contracted with a consultant to prepare an Affordable Housing Implementation Guide for staff and the development community regarding the entitlement and construction of affordable housing. The guide will include best practices and organizational updates for staff on managing the existing affordable inventory (including specific time frames for required noticing by property owners), helping attract new construction, and preserving existing affordable units. The guide will also assist residential developers by providing clearly defined instructions on submittal needs and process from the preliminary stage to the construction permit stage, including requirements and incentives available under Brea's updated Affordable Housing Ordinance.

2021-2029 Objective: Outreach to the development community at least every other year to discuss opportunities to increase the supply of affordable housing in Brea, including housing for special needs and extremely low income (ELI) households, and to discuss financial and regulatory incentives available through the City (refer to Program 15 for specific incentives for ELI housing). Develop an Affordable Housing Implementation Guide to help reduce entitlement processing times, preserve existing affordable housing and ensure proper tenant noticing (2022).

Provision of Adequate Housing Sites

A key element in satisfying the housing needs of all segments of the community is the provision of adequate sites for all types, sizes and prices of housing. The City's General Plan, Zoning Ordinance, and specific plans dictate where housing may locate, thereby affecting the supply of land available for residential development. Future housing growth in Brea will be accommodated through development on vacant residential sites; development of residential and mixed-use infill in the Downtown and on key commercial corridors; development of accessory dwelling units on single-family parcels; and annexation of areas in the sphere of influence.

8. Housing Opportunity Sites and Rezone Program

The Land Use Element of the General Plan provides for a variety of housing types in Brea, with densities ranging from one unit per five acres to 50 dwelling units per acre. Mixed-use districts within the older, more centrally located areas of the City provide opportunities for people to live, work, shop and recreate without having to use their cars. The residential sites analysis demonstrates the availability for development of over 3,000 units during the 2021-2029 Housing Element time frame, including over 1,500 units on sites suitable to support housing affordable to low- and moderate-income households.

As shown earlier in Tables HE-41 and HE-45, project (Brea 265) and two Focused Development Sites (sites 7 & 10) have been identified for rezoning to address a shortfall in sites

suitable to address Brea's lower income RHNA.[22] Pursuant to State statutes, sites identified for rezoning to address the City's lower income RHNA shortfall shall meet the following requirements:

- Permit owner-occupied and rental multi-family uses by-right in which 20% or more of the units are affordable to lower income households
- Permit a minimum density of 20 units per acre
- Allow a minimum of 16 units per site
- Accommodate at least 50 percent of the lower income need on sites designated for residential use only, otherwise allow 100% residential use and require residential to occupy at least 50% of the floor area in a mixed-use project.

In addition, sites being used to meet the 6th cycle RHNA that represent a "reuse" of sites previously used in the 5th cycle Housing Element (Focused Development sites 1, 2 & 3) require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower income households. The City will amend the Zoning Code to incorporate both of these provisions.

2021-2029 Objective: Adopt the zone changes identified in the Housing Element to address a lower income RHNA shortfall by the end of 2022. Amend the Zoning Ordinance for by right development on rezone sites addressing a lower income RHNA shortfall and reuse sites from the 5th cycle Housing Element that include a minimum of 20 percent lower income units (2022). Maintain an inventory of potential residential and mixed-use sites to provide to developers in conjunction with information on available development incentives for development of affordable units.

8a. Lot Consolidation Program

The success of development within several of the Mixed Use opportunity sites will be dependent upon consolidation of individual parcels into larger development sites. While some of the individual parcels that comprise the opportunity sites

[22] The Brea Mall Mixed Use project and Focused Development Site 13 are also identified for rezoning, but do not address lower income housing needs at this time.

are already under common ownership, most are individually owned. The City will conduct outreach to property owners in these areas to identify meaningful incentives to facilitate lot consolidation and redevelopment. Based on this feedback, within two years of Housing Element adoption, the City will develop a Lot Consolidation Ordinance to include specific incentives such as:

- Flexible development standards such as reduced setbacks, increased lot coverage, increased heights, reduced parking
- Reduced fees
- Streamlined permit processing through administrative staff review

Upon adoption of the Ordinance, the City will work in partnership with property owners on Focused Development sites receptive to lot consolidation to assist them in facilitating the parcel merge process in a streamlined and timely manner.

2021-2029 Objective: Conduct outreach to property owners and adopt Lot Consolidation Ordinance within two years of Housing Element adoption. Conduct a mid-cycle review in 2025 to evaluate the success of the program and make modifications as necessary within one year to promote housing on small sites.

8b. Housing Unit Replacement Program

Pursuant to Government Code 65583.2(g)(3), the Housing Element must include a program requiring the replacement of units affordable to the same or lower income level as a condition of any development on a nonvacant site consistent with those requirements set forth in Density Bonus Law (Government Code 65915(c)(3). Replacement requirements shall be required for sites identified in the inventory that currently have residential uses, or within the last five years have had residential uses that have been vacated or demolished, and were either rent or price restricted, or were occupied by low or very low income households.

2021-2029 Objective: Update the Municipal Code to specify replacement housing requirements on nonvacant sites consistent with Government Code 65583.2(g)(3).

9. Brea Core Plan

The "core" area of Brea - generally north of Imperial Highway and west of the 57 Freeway - is primarily zoned for commercial and industrial uses, but is undergoing a revamping of development that includes mixed use and higher density housing. The City has completed Phase One of the Brea Core Plan, which encompassed extensive public input on the community's vision for the Brea Core, as well as development of an Active Transportation Plan to promote healthy living and physical activity.

Phase Two will involve creation of a Specific Plan intended to provide new standards and/or guidelines for new development. In order to focus higher densities in the Brea Core, a Brea Core Overlay will be adopted for the Plan area. The Overlay will increase the minimum densities permitted in the MU-I (12.1 – 50 du/acre) and MU-II (6.1-40 du/acre) zones to 30 units/acre and prohibit the development of single-family detached units. The Specific Plan will redesignate most commercially zoned properties to allow for mixed use, and will incorporate modified development standards to facilitate the conversion of excess office space to residential use.

2021-2029 Objectives: Develop and adopt the Brea Core Specific Plan, including establishing an Overlay to focus higher densities in the downtown Brea Core. Research modified standards utilized in other jurisdictions to facilitate office-to-residential conversions, including the cities of Los Angeles, Long Beach, Santa Ana and San Diego, and incorporate into the Plan. Conduct a mid-cycle review (2025) to evaluate the success of the Brea Core Plan and make modifications as necessary by 2026 to facilitate higher density development.

10. Accessory Dwelling Units

Between 2017-2019, the State adopted a series of additional requirements for local governments related to ADU ordinances. In response to these new ADU laws, the City has continually updated its ordinance to align with state law and better facilitate the production of ADUs and Junior ADUs. Brea has been successful in these efforts, having issued 26 building permits for ADUs between 2019 and 2021, and an additional six units permitted in the first half of 2022. Furthermore, SCAG's affordability analysis estimates that in Orange County, approximately 70 percent of ADUs are provided at rents affordable to lower income households, with approximately 15 percent being provided rent-free.

Pursuant to AB 671, the Housing Element is now required to include plans to incentivize and encourage affordable ADU rentals. In addition to the City's current streamlined ADU processing procedures, including electronic application submittals and a Frequently Asked Questions handout, the City has contracted with a design consultant to prepare ADU Design Guidelines, easy-to-follow development standards and possibly construction plans that could be pre-approved for building permit approval. The Guidelines will serve as an educational tool to assist homeowners with the ADU design and installation process, and result in a shortened approval and development timeframe.

In the Orange County Analysis of Impediments to Fair Housing Choice (AI), of which Brea is a part, the County discusses a potential program to provide low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 80% AMI to develop accessory dwelling units with affordability restrictions on their property. As part of the City's efforts to address the needs of extremely low income households, by the end of 2022 the City will research this program including the availability of outside funds. If funding is available, the City will establish a pilot program by December 2023 with evaluation of the program by the end of 2024.

2021-2029 Objective: Adopt ADU Design Guidelines by 2022 to facilitate the production of an average of 16 ADUs per year. Initiate a marketing program for homeowners on

the benefits of ADUs and the availability of funds to support development Explore a program to provide ADU funding assistance to homeowners that provide affordability covenants. Annually monitor ADU production as part of the Annual Performance Report (APR) on the Housing Element. Conduct reviews in 2024, 2026 and 2028 to evaluate if ADU production and affordability levels are being achieved, and if falling short, ensure adequate sites are available to address the lower income RHNA or commit to rezoning additional sites (as necessary) within one year to offset any shortfall. Work with HCDs ADU Ordinance Team to make any necessary amendments to the Ordinance which may be in conflict with state requirements (2022).

11. Publicly-Owned Land for Affordable Housing

As a predominately built-out city, Brea has few remaining vacant properties suitable for residential development. This shortage of vacant developable land necessitates the use of alternative mechanisms for providing sites for housing. Such mechanisms can include long-term leases of surplus publicly-owned land and sale of air rights. Within master planned developments, Brea has also been successful in using its Affordable Housing Ordinance to leverage private land donations for development by non-profit housing developers, including donation of over ten acres of land in two master planned projects.

To facilitate affordable housing development, the City could sell or lease appropriate City-owned properties on a long-term basis to housing developers in exchange for a long-term commitment to maintain all or a portion of units as affordable housing. Another opportunity is the sale of air-rights above City-owned parking lots for development of affordable housing. To increase the supply of potential surplus public sites for housing, the City will modify the Zoning Code to conditionally allow residential uses in the Public Facilities (P-F) zone (e.g., City-owned parking lots).

As part of the Housing Element sites inventory, the City has identified the following two City-owned parcels as suitable for affordable housing: 323 N Brea Blvd (part of Site #1 - SWC

Lambert Rd/Brea Blvd) and 346 S Brea Blvd (part of Site #14 - NEC Date St/Brea Blvd). The City will conduct outreach to property owners of the other parcels that comprise Sites #1 and #14 to discuss opportunities for development of a consolidated development project.

2021-2029 Objective: Contact property owners in Sites #1 and #14 to discuss opportunities for lot consolidation (2023), and issue a Request for Proposal for development on the two City-owned parcels (2024). Modify the City's zoning regulations to conditionally allow residential uses in the P-F zone (2024).

12. Annexation of Sphere of Influence

Brea has a sizable Sphere of Influence. The annexation of these areas will increase the City's capacity to accommodate future housing growth. In addition, since any new housing development will be subject to the City's Affordable Housing Ordinance, which requires a minimum of 10 percent affordable units in projects with 20 or more units, additional affordable housing will be provided in the Sphere of Influence. Depending on the nature of the project being annexed, the City may negotiate for an increased inclusionary percentage and/or deeper income targeting.

An application for 1,100 housing units and specific plan is currently in process by Aera Energy for a 265-acre former oil field property within the City's eastern sphere of influence. In July 2022, the Brea City Council adopted the Brea 265 Specific Plan and certified the Environmental Impact Report.The annexation of this property is scheduled by the Local Agency Formation Commission (LAFCO) for September 29, 2022.

2021-2029 Objective: Adopt the Brea 265 Specific Plan and annex the associated Area Energy property in 2022. Should the annexation not be completed by this date, re-evaluate the Housing Element sites inventory and rezone additional sites as necessary within one year to maintain adequate sites to address the City's RHNA.

Removal of Governmental Constraints

The Housing Element must address, and where possible, remove governmental constraints affecting the maintenance, improvement, and development of housing. The following programs are designed to mitigate government constraints on residential development and facilitate the development of a variety of housing.

13. Objective Development Standards and Administrative Approval Process

The Brea Municipal Code currently requires discretionary review for many types of new development, including mixed use projects with five or more units and stand-alone multi-family residential in Mixed Use zones. The City is in the process the establishing clear and objective design and development standards to facilitate quality development that can be approved ministerially. For projects with 20 or more units, required inclusionary units would need to be provided on-site in order to qualify for the Administrative Approval Process.

This administrative process would allow for streamlined review of proposed mixed-use projects, while still keeping necessary safeguards as conditions of approval to protect the health, safety and welfare of future occupants. Given that a majority of Brea's higher density residential projects are anticipated to be located in the Mixed-Use zones, this review process will help facilitate development while still maintaining appropriate standards for a mix of uses.

In accordance with Government Code section 65913.4 (SB 35), applications for multi-family residential development that include a minimum of 50 percent lower income units may be eligible for a streamlined, ministerial approval process if they meet objective standards as outlined in the Government Code. In conjunction with developing objective development standards, Brea will create an SB 35 checklist and written procedures for processing SB 35 applications.

2021-2029 Objectives: Establish objective development standards and ministerial processing procedures to

streamline the housing review process, including an SB 35 checklist (2022).

14. Updated Parking Standards

The City's parking standards are in need of updating to better facilitate compact, well designed residential development. The City has contracted with a Transportation consultant to conduct a parking study and develop objective parking standards that appropriately address the contemporary needs of mixed use, multi-family, accessory dwelling units, and other residential product types. The consultant recommendations are to eliminate set parking ratios for multi-family development, and to instead allow applicants to provide a parking study to establish the actual parking demand of a given use. This approach is anticipated to result in overall lower parking requirements for multi-family development, and for special needs housing in particular, such as seniors, persons with disabilities and veterans, where occupants have a lower rate of car ownership. In addition, in order to streamline the development process, the current public hearing requirement for modified parking standards will be eliminated.

2021-2029 Objectives: Update and streamline the City's parking standards to enhance development feasibility.

15. Zoning Text Amendments for Special Needs Housing

As part of the Governmental Constraints analysis for the Housing Element update and pursuant to requirements under SB 2, AB 2162, AB 139 and the Lanterman Developmental Disabilities Services Act, several revisions to the Brea Zoning Code have been identified as appropriate to better facilitate the provision of a variety of housing types. These Code revisions include:

- Create supportive housing and transitional housing use categories; regulate as permitted/ conditionally permitted uses within residential and commercial zoning districts subject to the same standards and permitting procedures as other similar residential uses. (SB 2)

- Allow supportive housing as a use by right in all zones where multi-family and mixed use is permitted; eliminate parking requirements for supportive housing located within ½ mile of public transit. (AB 2162)
- Amend the current parking standards for emergency shelters to a ratio based on to the number of shelter staff. (AB 139) Revise the current 500-foot separation requirement between shelters to 300 feet. (SB 2)
- Explicitly identify State licensed small residential care facilities (6 or fewer occupants) as a permitted use in the Mixed-Use Zones.
- Allow small employee housing (6 or fewer) in all residential zone districts.

The City will also amend the Code to specify incentives for the development of housing for extremely low income households (30% AMI). Incentives will include: priority development processing, fee waivers/deferrals, and flexible development standards.

2021-2029 Objectives: Amend the Zoning Ordinance by 2022 to facilitate housing for Brea's special needs and extremely low income (ELI) populations. Assist Jamboree Housing in securing funds for Walnut Village and incorporating ELI units into the project (2022).

16. CEQA Exemptions for Infill Projects

Brea will continue to utilize allowable California Environmental Quality Act (CEQA) exemptions for qualified urban infill and other residential projects where site characteristics and an absence of potentially significant environmental impacts allow. Use of the CEQA exemption must be consistent with the environmental review of individual projects.

2021-2029 Objectives: Continue to utilize categorical exemptions under CEQA on a case-by-case basis as appropriate based on the facts and circumstances of individual residential and mixed-use infill development projects.

Equal Housing Opportunities and Special Needs

To adequately meet the housing needs of all segments of the community, the housing program must include actions that promote housing opportunities for all persons regardless of race, religion, sex, family size, marital status, ancestry, national origin, color, age, or physical disability. More generally, this program component entails ways to further fair housing practices, including accommodations for persons with disabilities.

17. Fair Housing/Affirmatively Furthering Fair Housing (AFFH) (*New*)

The City uses the services of the Orange County Fair Housing Council for fair housing outreach and educational information, fair housing complaints, tenant/landlord dispute resolution, and housing information and counseling. Many of the people who contact the Council have basic questions about landlord and tenant rights and responsibilities; housing counselors provide clients with comprehensive information to help resolve tenant/landlord issues. The Council conducts fair housing education and outreach throughout Orange County. The City will continue to promote fair housing practices and refer complaints to the Fair Housing Council.

Appendix C summarizes the fair housing issues and concerns in Brea based on the Affirmatively Furthering Fair Housing (AFFH) analysis conducted as part of the Housing Element update. The Table which follows presents a summary of the issues, contributing factors, and the City's actions in addressing these issues.

Fair Housing Issue	Contributing Factors	Priority Level	Actions
A. Fair Housing Outreach *(Housing Mobility)*	1. Certain racial/ethnic groups have a higher percentage of tenant/landlord complaints compared to their percentage of the City's population overall. 2. Outreach needed in a variety of formats. 3. Additional resources to be made available to the public.	Medium	**City Action**: By the end of 2022, have additional fair housing information posted at the Brea Family Resource and Senior Centers and on their digital platforms. Starting in 2022, hold an informational workshop at these locations once every two years. **City Action:** In 2023, conduct a fair housing information session for the City Council. Invite local nonprofits (including the Orange County Human Relations Commission, the Kennedy Commission, and People for Housing O.C.) to attend. **City Action:** Publish Fair Housing information, including any community meetings in Brea Line (City Newsletter) as well as non- traditional media, such as Instagram and Facebook, and conduct targeted outreach to tenants, mobile home park residents and other lower income populations. **Action Outcomes:** Increase the distribution of fair housing materials by at least 25 percent to increase awareness of fair housing options among residents, including special needs groups and low income residents. Seek to increase the number of Brea residents counseled through the Fair Housing Council of Orange County from an average of 70 to 75 annually.

B. Protected groups in the western portion of Brea (west of the Orange Freeway) face greater opportunity and resource challenges **(Place based strategies, Displacement, Housing mobility)**	1. Need for community revitalization strategies 2. Need for public investments in specific neighborhoods, including services and amenities 3. Cost of housing rehabilitation and repairs 4. High levels of overpayment create displacement risk	High	**City Action:** Include info about rehabilitation resources in City newsletters and website, including the availability of funds for accessibility improvements and including translated information when feasible. Seek to assist 12-15 households annually. Starting in 2023, conduct targeted outreach in identified Low and Moderate Resource Census Tracts, utilizing the Housing Conditions Survey and Code Enforcement information to further target assistance. **City Action:** Identify apartments in need of rehab, and cooperate with non-profit providers to acquire and rehabilitate units and provide as long-term affordable housing. Seek to complete at least two projects, including the 47 unit Walnut Village in partnership with Jamboree Housing. **City Action:** Continue to improve access to persons with disabilities through ADA improvements. Dedicate or seek funding, including annual CDBG allocations, to prioritize infrastructure and accessibility improvements in low and moderate resource areas. **City Action:** Starting in 2023, work with the FHCOC to contact landlords of affordable multifamily complexes every two years and provide fair housing information and assistance. Outreach will focus on promoting the Section 8 voucher program to landlords who have not previously participated and should include multi-lingual materials. **City Action:** Continue anti-displacement programs including: limits on rent increases and prohibiting evictions without just cause for tenants that have resided in their units for more than 12 months; relocation assistance where public funds are utilized; and

			replacement requirements when affordable units are removed on Housing Element sites (Government Code Sec. 65583.2(g)(3)).
			City Action: Assist mobile home park resident organizations interested in purchasing their parks to access funds through the state HCD Mobile Home Park Resident Ownership Program (MPROP). Provide available local funds for leverage and assist with the subdivision map waiver process consistent with the Subdivision Map Act. **Action Outcomes:** Increased public and private investment in Low and Moderate Resource census tracts, including $2,000,000 allocated for a variety of ADA, park facilities, transportation, water and sewer line improvements in these census tracts during 2021-2029. Through landlord outreach in coordination with the FHCOC and housing mobility programs through the Orange County Housing Authority (OCHA), the City's goal will be to increase Housing Choice Vouchers by 10% from 114 to 125 vouchers, and to work with the OCHA to achieve a 10% increase in vouchers high resource neighborhoods. Implement the mobile home park preservation ordinance to maintain Brea's five mobile home parks as an important form of lower cost housing.

C. Affordable Housing throughout Brea, including High and Highest Resource areas, to promote housing mobility **(Housing Mobility, New Opportunities)**	1. High levels of overpayment 2. Availability of affordable housing in all areas of the City, including those where rents and sale prices have become exclusive 3. Community concern about housing densities	High	**City Action:** In 2022, adopt the Housing Element and associated rezoning to provide geographically dispersed sites for over 1,100 lower income units, fostering a more inclusive community. **City Action:** Provide significant new housing opportunities in Highest Resource eastern Brea through development of a diverse mix of 1,100 new units in the Brea 265 project, including an estimated 76 deed restricted affordable units. Pursue the introduction of workforce housing on Amazon's 31-acre warehouse site in eastern Brea. **City Action:** Update Brea's Affordable Housing Ordinance in 2022 to integrate low as well as moderate income units in market rate projects throughout the community. **City Action:** Coordinate with the Orange County Housing Authority (OCHA) in 2023 about utilizing the mobility counseling program. This OCHA program informs Housing Choice Voucher holders about their residential options in higher opportunity areas and provides holistic support to voucher holders seeking to move to higher opportunity areas. **City Action**: Initiate a marketing program for homeowners on the benefits of ADUs and the availability of funds to support development (2022) through the City's Newsletter and posting of the ADU application checklist on the City website, thereby expanding housing opportunities in areas that have traditionally only had single-family ownership housing. Seek to issue permits for 16 units annually throughout Brea. **City Action:** Adopt an Ordinance by 2022 to expand the housing supply in

			High Resource single-family zones by allowing for lot splits and duplexes under the parameters of SB 9. In coordination with research being conducted at the State level, pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9 (2023, 2025). **City Action:** Require affordable developers receiving public funds to prepare an affirmative marketing plan, and encourage private developers with affordable units in their projects to prepare an affirmative marketing plan. The affirmative marketing plan shall ensure marketing materials for new developments are designed to attract renters and buyers of diverse demographics, including persons of any race, ethnicity, sex, handicap, and familial status. **Action Outcomes:** An increased variety of housing options available to Brea residents throughout the city, including areas that have traditionally only had single-family ownership housing. Provide adequate sites for over 1,300 lower income households, over 500 moderate income households, and over 1,600 above moderate income households, exceeding the City's RHNA requirements. Seek to achieve at least two affordable housing projects during the planning period, with an aspirational goal of 10% of new units produced in high resource areas as affordable to very low, low or moderate income households.

18. Housing Accessibility

As Brea's population continues to age, providing housing that is accessible to people of all abilities becomes increasingly important. The City adopts updates to Uniform Building and Housing Codes to reflect current accessibility

requirements in new construction. Lower income homeowners can receive grants for accessibility improvements through Brea's Residential Rehabilitation Program.

And while the City has adopted policies for requesting a reasonable accommodation for persons with disabilities, the City will commit to preparing specific written procedures to clarify and add certainty to the exception process.
In addition to enforcing Building Code requirements for accessibility, Brea promotes greater levels of accessibility through its Universal Design program. The goal of Universal Design is to accommodate a wide range of abilities including children, aging populations, and persons with disabilities by providing features in residential construction that enhance accessibility. Brea has adopted Universal Design principles and modifications for residential homebuilders.

2021-2029 Objective: As a means of expanding accessible housing for persons with disabilities, the City will:

- Provide "priority points" in Brea's affordable housing programs for persons with documented disabilities.
- Develop written procedures for reasonable accommodation requests with respect to zoning, permit processing, and building laws. Procedures will specify who may request an accommodation, time frame for decision making, and modification provisions.
- Continue to adopt accessibility updates to building and housing codes.
- Provide rehabilitation grants to income-qualified households for accessibility improvements.

19. Senior Housing Opportunities

Senior citizens (age 65+) have grown to comprise nearly one-quarter of Brea's households. Nearly half of Brea's seniors are age 75 and above, a population which may require more supportive housing options. And among senior homeowners, nearly half live alone and may require assistance. Addressing the needs of senior residents requires strategies which foster independent living (such as

accessibility improvements, universal design, accessory dwelling units, shared housing and rehabilitation assistance), as well as strategies which encourage the provision of variety of supportive living environments for seniors of all income levels.

The development of La Floresta's active adult condominiums and single-family homes, and Capriana's independent senior living units offer expanded housing options for Brea's more affluent seniors. Integration of mixed-use housing opportunities in the Downtown within walking distance of services can provide housing suitable for more modest income seniors, and adoption of incentives for inclusion of lower income units will help to address those most in need.

2021-2029 Objective: Continue to actively pursue opportunities to expand housing choice for the growing number of senior citizens in the community.

20. Housing Opportunities for Persons Living with Developmental Disabilities

The Orange County Regional Center (OCRC) reports that nearly 60 percent of their adult clients with developmental disabilities live with their parents, and as these parents age and become frailer, their adult disabled children will require alternative housing options. The OCRC has identified several community-based housing types appropriate for persons living with a developmental disability, including: licensed community care facilities and group homes; supervised apartment settings with support services; and for persons able to live more independently, rent subsidized, affordable housing. The City will work with the OCRC to implement an outreach program informing Brea families of housing and services available for persons with developmental disabilities, including making information available on the City's website. Additionally, the Brea Resource Center has an ongoing partnership with Easter Seals to refer residents in need of services.

Brea currently supports the provision of housing for its disabled population, including persons with developmental disabilities, through several means, including:

- By-right zoning for residential care facilities (6 or fewer residents) in all residential zones, and provisions for larger care facilities (7 or more residents) in R-3 and commercial zones subject to a conditional use permit
- Regulation of supportive housing as a residential use of property, and to permit in districts where residential is permitted subject only to those restrictions and processing requirements that apply to other residential dwellings of the same type in the same zone.
- Implementation of programs to facilitate affordable housing, including the Affordable Housing Ordinance, Affordable Housing Development Assistance, Multi-Family Acquisition/Rehab and Accessory Dwelling Units, among others.

2021-2029 Objective: Continue to support a variety of housing types to help address the needs of persons with developmental disabilities, and work in cooperation with the OCRC to publicize information on available resources for housing and services. Pursue State and Federal funds available for supportive housing and services in future affordable housing projects, beginning with the Walnut Village acquisition/rehab project being spearheaded by Jamboree Housing (2022). Outreach to the development community at least every other year to discuss opportunities to increase the supply of affordable housing in Brea, including housing for special needs and extremely low income (ELI) households, and to discuss financial and regulatory incentives available through the City

21. Veteran and Homeless Assistance

The Orange County Veterans Service Office actively pursues the rights of veterans and their dependents for access to various entitlements that may have been earned through military service. They are the most knowledgeable about programs for health and education, as well as being up-to-date when there are any changes in the law. A certified

veteran's services counselor (CVSO) holds office hours at the Brea Resource Center to discuss benefits claims and provide referrals that may be needed.

Several affordable housing resources may also be available to veterans. The City of Brea has added veterans as a preference group under its Affordable Housing Ordinance, providing veterans priority on the Program's waiting list (along with existing Brea residents and persons who work in the City). Similarly, the Section 8 rental assistance program administered by the County Housing Authority also provides preference to veterans. The State Veterans Housing and Homeless Prevention Program provides funding for construction and rehabilitation of affordable, supportive housing for veterans.

For veterans and other persons experiencing homelessness, the City has provided financial support to help fund two Navigation Centers in North County, providing shelter, health resources, substance abuse services, job skills and other services. The Brea Homeless Liaison Officer provides outreach to homeless individuals within Brea offering resources for temporary boarding and those seeking permanent housing. And the Brea Family Resource Center houses over 30 non-profit organizations, serving as a one-stop center where Brea residents facing crisis can have their needs addressed under one roof.

2021-2029 Objective: Promote housing and supportive services for veterans and homeless by: 1) partnering with housing and service agencies through the Family Resource Center; 2) supporting North County Navigation Centers in providing shelter and services to the homeless; and 3) providing street outreach through the Homeless Liaison Officer and volunteers.

Sustainability, Energy Efficiency and Healthy Community

The City of Brea is committed to fostering the health and long-term sustainability of its community, as exemplified by the following implementing programs and objectives.

22. Prioritization of Sustainable Housing Projects

The Federal Department of Housing and Urban Development (HUD), Department of Transportation (DOT), and the Environmental Protection Agency (EPA) formed an interagency partnership in 2009 for Sustainable Communities, incorporating livability principles into the provision of housing. Transit-oriented and mixed-use developments are two of these key principles, focusing on the provision of housing in relative proximity to transit and amenities, therefore reducing the need for cars owned by residents. Community benefits associated with transit-accessible and mixed-use housing include: better health outcomes, increased access to employment, reduced infrastructure costs to the City, additional economic development, and increased tax revenue.

2021-2029 Objective: Prioritize projects competing for funds and grants that are within a quarter to half mile radius of transit stops, have a large number of amenities within a half mile radius, and/or have a higher walk score.

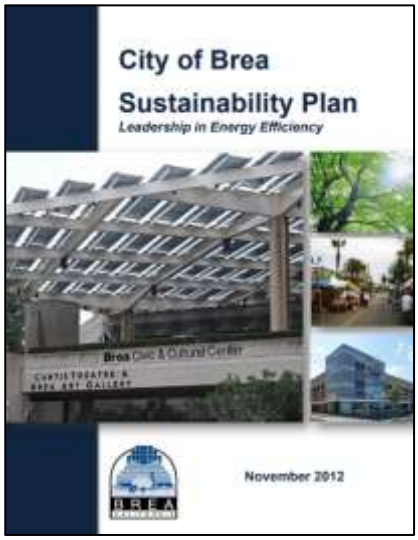
23. Green Building

Green buildings are structures that are designed, renovated, re-used or operated in a manner that enhances resource efficiency and sustainability. These structures reduce water consumption, improve energy efficiency, generate less waste, and lessen a building's overall environmental impact. The 2019 California Energy Code and Green Building Code establishes mandatory Statewide green building standards; Brea has adopted the California Green Building Standards Code (CALGREEN) in its entirety.

Brea's green building program involves several components. On a project level, staff works with applicants early in the process to explain the State's Green Building Standards, and

the long-term financial and environmental benefits of integrating sustainable features in project design. As a means of educating the public on the CALGREEN Code, the City disseminates handouts and provides information.

2021-2029 Objective: Encourage developers to exceed the CALGREEN code to provide solar, bike amenities and EV (electric vehicle) charging stations.



24. Energy Conservation

In November 2012, the Brea City Council adopted the "2012 Sustainability Plan: Leadership in Energy Efficiency." The Plan quantifies Brea's Greenhouse Gas Emissions (GHG), and establishes an Energy Action Plan to reduce GHG emissions below 1990 levels by the year 2020, as required under California's Global Warming Solutions Act of 2006 (AB 32). Brea's Sustainability Plan presents resource efficiency goals, matched with policies and implementation steps to save energy, water, and other resources, while aligning Brea for AB 32 compliance.

The City dedicated a comprehensive Energy Efficiency and Solar Power Project in July 2011 that encompasses: generation of clean, renewable energy from three different sites; energy efficiency retrofits and upgrades at 14 civic facilities; and energy efficient street lighting, all resulting in a 40 percent reduction in electricity demand. This landmark project positions Brea as the largest municipal producer of solar energy in Orange County.

The City of Brea is undertaking the following additional activities to support clean energy and energy efficiency solutions:

- Development of programs to encourage energy efficiency, such as one-stop permitting, on-line permitting and separate zero net energy permit processes.
- Addition of the Green Life, Green Brea section of the City's website to present comprehensive information on Brea's varied sustainability efforts, including information to assist Brea residents in locating

contractors, incentives and financial resources to install photovoltaic panels on their homes or businesses.

- Establishment of the Green Life, Green Brea award, used to recognize exceptional energy efficient projects, including LEED certified Gold/Platinum projects.
- Provision of information to rehabilitation loan applicants on use of green materials and energy conserving measures.
- Use of "solar ready" guidelines in new development for the future installation of solar energy systems.
- Continue to be an active member in the California Energy Partnership.
- Focus on water conservation through programs and education for smart residential water usage.

2021-2029 Objective: Implement actions for clean energy and energy efficiency.

25. Healthy Communities

Providing a healthy, active and pedestrian friendly community is one of the core values of the Brea Envisions Community Strategic Plan. In support of this Plan, the City recently adopted an Active Transportation Plan, providing a toolkit to facilitate pedestrian and bicycle connections along major streets in the Downtown Brea Core. Brea's infrastructure includes numerous parks and trails, including the 4-mile, cross-town pedestrian and cycling "Rails-to-Trails" project, linking moderate resource neighborhoods in western Brea to higher resource areas in the east. Programs offered through the Community Services Department provide health education and a variety of organized physical activities. A range of workout options are available at the Brea Fitness Center; nutritional support is also provided through the Brea Senior Center and Family Resource Center. And from a land use perspective, the City's Land Use and Housing Elements encourages mixed use and higher density infill development, discouraging reliance on automobile travel and promoting walking, bicycling and transit use.

2021-2029 Objective: Support a built environment that encourages physical activity and reduces automobile travel.

Provide recreation services, programs, activities, and opportunities that are responsive to the needs and interests of the community, especially disadvantaged communities (Community Services Policy 2.2), including improvements to AroVista Park and Brea Skate Park in southwestern Brea. Promote healthy families by providing services through the Brea Resource Center, including counseling, parenting classes, English classes, job search assistance, support groups and social service agency referrals.

City of Brea
Planning Commission

Staff Report **Meeting Date: 06.13.2023**

TO: Honorable Chair and Planning Commission

FROM: Joanne Hwang, AICP, City Planner

SUBJECT: ZONING ORDINANCE TEXT AMENDMENT NO. 2023-02: 6th CYCLE HOUSING ELEMENT PROGRAM IMPLEMENTATION CODE UPDATE AMENDING VARIOUS CHAPTERS OF TITLE 20 OF BREA CITY CODE.

EXECUTIVE SUMMARY

The City has initiated Zoning Code Text Amendment (ZOTA) No. 2023-02, which is a request to amend various chapters of the City's Zoning Code (Code), which is codified in Title 20 of the Brea City Code (BCC). Consistent with Program #s 5, 6, 7, 8, 10, 15, and 17 of the 6th Cycle Housing Element, the proposed amendment would: 1) allow multi-family residential developments (both for-sale and rental) in which 20% or more units are affordable to lower income households as a permitted by-right use on properties designated as Focused Development Sites Nos. 1, 2, 3, 7 and 10; 2) update the Affordable Housing Ordinance and the Affordable Housing Guidelines; 3) provide standards for two-unit developments and urban lot split; and 4) update the Code to be consistent with recent State laws related to emergency shelters, Senate Bill (SB) 9, and accessory dwelling units.

The proposed amendment herein is referred to as the "Project."

RECOMMENDATION

Staff recommends that the Planning Commission adopt a resolution (Attachment A), recommending the City Council take the following actions:

1. Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3);
2. Adopt an ordinance approving ZOTA No. 2023-02, amending Title 20, Chapters 20.40, 20.206, and 20.208 of the BCC and introducing new Chapters 20.52, 20.56, and 20.66 to the Title 20 of the BCC, as outlined in the Attachment B (Exhibit A of the resolution); and

3. Approve the revised Affordable Housing Implementation Guidelines (Attachment C).

BACKGROUND

The Housing Element is a State-mandated chapter of the Brea General Plan that describes, identifies, and analyzes the City's housing needs and addresses the maintenance and expansion of the housing supply to accommodate households that currently live and/or may live in Brea in an eight-year planning period. The current planning period is referred to as the 6th Cycle, and covers the period between 2021 and 2029. In compliance with the State law, the City Council adopted the City's 6th Cycle Housing Element on September 21, 2021. Subsequently, the City's Housing Element was revised to address the comments from the State Department of Housing and Community Development (HCD), and the City Council re-adopted the Housing Element on August 16, 2022. On September 8, 2022, the City received HCD's final certification on the re-adopted Housing Element.

As part of the on-going implementation of the City's 6th Cycle Housing Element, staff has identified a number of provisions in the Brea Code that require updates in order to implement the 6th Cycle Housing Element Program #s 5, 6, 7, 8, 10, 15, and 17 of the 6th Cycle Housing Element. The complete list of the Housing Element Program is Attachment D.

As part of this review process, staff worked with other departments and the City Attorney to review and consider the proposed changes. Additionally, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. If approved, the proposed amendments will be adopted as part of 6th Cycle Housing Element program implementation, which includes amendments to three chapters and creation of three new chapters of the Code.

DISCUSSION

The following provides an overview of the proposed amendments, divided into different topic areas:

Amendment #1: By-Right Multiple Family Residential Uses

Per the State law, the 6th Cycle Housing Element Program #8 requires the City to amend the Code to allow a by-right development of multiple family residential developments (both for-sale and rental) in which 20 percent or more units are affordable to lower income households on sites that are required to be rezoned to address the lower income Regional Housing Needs Assessment (RHNA) shortfall and sites that are reused from the 5th Cycle Housing Element.

As such, this amendment includes allowing such multiple family residential developments as a permitted by-right use on properties designated as Focused Development Sites Nos. 1, 2, 3, 7 and 10 in the City's 6th Cycle Housing Element. This is required of these sites because sites 1, 2 and 3 were previously identified as a housing site in the 5th Cycle Housing Element, and sites 7 and 10 are identified as sites to address the City's lower income RHNA to fulfill the requirements of Government Code Section 65583.2(h).

Proposed Amendments

Through a separate effort, ZOTA No. 2023-01, a new chapter (Chapter 20.11) is proposed, which includes a master land use table that comprehensively lists all permitted, conditionally permitted, and prohibited land uses within all 21 base zoning districts. A provision would be included in this new chapter, which would allow multiple family residential developments in which 20 percent or more of the units are affordable to lower income households as a permitted by-right use on 6th Cycle Housing Element Opportunity Site Nos. 1, 2, 3, 7, and 10.

The actual redlines associated with this amendment, which show deletions in **~~strikethrough~~** and additions in **underlines** (Redlines), can be found in Section # 1 of Attachment B. It should be noted that this provision would be included in the ordinance that would implement ZOTA No. 2023-01.

Amendment #2: Affordable Housing Ordinance and Guidelines

In 1993, the City adopted the Affordable Housing Ordinance which requires residential projects with 20 or more units to allocate 10 percent as affordable housing. While developers are encouraged to provide housing that is affordable to lower income households, they can comply with the current ordinance by providing units affordable to moderate-income households. As such, Redevelopment housing funds were commonly used to provide affordable housing opportunities for projects that offered deeper affordability units; however, redevelopment agencies were eliminated in 2012. With the loss of this dedicated funding source and the increased need for affordable housing, the City's 6th Cycle Housing Element identified the need to update the current affordable housing requirements to target a wider range of income levels, and included Program #s 5, 6, 7, and 17 that require an update to the City's Affordable Housing Ordinance and Affordable Housing Guidelines to meet current and future housing needs of the community.

In 2020, the City was awarded $150,000 from the Local Early Action Planning Grant Program (LEAP) from HCD, which is a grant program intended to provide one-time funding to cities and counties to update their planning documents and implement process improvements that will

facilitate the acceleration of housing production. The City is utilizing a portion of this LEAP grant to update the City's Affordable Housing Ordinance. In doing so, the City contracted with housing specialists from Kimley-Horn consulting group to identify current housing laws and trends in other communities to amend the Affordable Housing Chapter to address the City's lower income RHNA need. Public engagement included a virtual workshop held in November 2022 with representatives from professional organizations and developers, and a community-wide workshop held in February 2023. As part of the outreach efforts, the draft Affordable Housing Ordinance and Housing Implementation Guidelines were posted on the City's website on May 24, 2023 for public comment. On June 1, 2023, the City received a letter from the Building Industry Association of Southern California – Orange County Chapter (BIA/OC) expressing concern over inclusionary zoning practice in general (Attachment E).

Proposed Amendments

The proposed amendment includes updating Chapter 20.40 to reflect the following revisions:

- Applicability: The current ordinance requires residential developments of 20 or more units to provide 10 percent of the total number of units for affordable housing.

  The amended ordinance requires any development project of ten or more dwelling units or residential lots, including new construction and condominium conversions, to provide affordable housing.

- Affordable Unit Requirements: The current ordinance does not specify the level of affordability for the required affordable units.

  The amended ordinance establishes a sliding scale of affordability starting at five (5) percent of the total project shall be made available to extremely low-income households, up to 30 percent of the total project shall be made available to workforce households, as depicted in below table:

AFFORDABLE UNIT REQUIREMENTS FOR RESIDENTIAL PROJECTS		
Option	***Total Percentage of Affordable Units Required (minimum)[1]***	**Minimum Affordability Level of Required Units**
1	5%	All required affordable units shall be sold or rented to extremely low-income households, at a cost affordable to such household.
2	10%	At least 7% of the total number of units in the residential project shall be sold or rented to very low-income households, at a cost affordable to such household.
3	15%	At least 10% of the total number of units in the residential project shall be sold or rented to low-income households, at a cost affordable to such household.
4	20%	At minimum, all required affordable units shall be sold or rented to moderate-income households, at a cost affordable to such household.
5	30%	At minimum, all the required affordable units shall be sold or rented to workforce-income households, at a cost affordable to such household.
[1]of the total number of units in the residential project.		

- Alternatives: The current ordinance allows for the Planning Commission's case-by-case consideration of a developer paying in lieu fees instead of providing the required affordable units. Additionally, off-site transfers may be granted by the City Council where the required affordable units may be provided on a site within the City, but separate from the proposed development site.

  The amended ordinance offers four alternative options to developing affordable units on the proposed development site.

  1. By-right in-lieu fees.
  2. Off-site construction of affordable housing within the City
  3. Land dedication to the City suitable for construction of affordable housing.
  4. Conversion of existing market-rate housing in the City to affordable housing.

- Incentives: The current ordinance offers various incentives to help off-set the costs of affordable housing development, such as State Density Bonus, flexible development standards, deferral of development impact fees, etc.

  The amended ordinance offers similar incentives; however, it establishes guidelines on the type and number of incentives that may be utilized, as depicted below:

NUMBER OF INCENTIVES BY LEVEL OF AFFORDABILITY		
Level of Affordability	**Number of Affordable Units[1]**	**Number of Incentives**
Extremely Low-Income	5% or more	4
Very Low-Income	At least 7%	2
	At least 10%	3
Low-Income	At least 10%	2
	At least 15%	3
Moderate-Income	At least 20%	2
Workforce-Income	At least 30%	2
Moderate-income or lower	100% (Exclusive of a manager's unit)	5
[1]of the total number of units in the residential project		

TYPES OF INCENTIVES AND REVIEW AUTHORITY		
Incentives	**Review Authority**	**Special Provisions**
Modification to development standards specified in this Title	Community Development Director	• Such modification shall not exceed 30 percent of the required development standards. • Each modification of a specific development standard requested under this subsection shall be counted as one (1) incentive.
Deferral of Developer Impact Fee Payments	Community Development Director	Such deferred impact fees shall be fully paid prior to the issuance of a certificate of occupancy.
Application Assistance for public funds (i.e., tax credit, rent subsidies, bond financing, community development block grants)	Community Development Director	-
Partial waiver of required development fees	City Council	-
Reasonable alternatives	Planning Commission	City Council approval required if the requested alternative has budgetary implication to the City

- Standards and Procedures: The current ordinance requires the affordable units be constructed concurrently with or prior to the market rates units, the affordable units be reasonably dispersed throughout the project, and the affordable units contain the same number of bedrooms, materials, and finished quality as the market rate units.

  The amended ordinance requires generally the same provisions as mentioned above, with the addition of the affordable units shall have access to the same amenities as the market rate units. The amended ordinance also establishes a process for submitting an Affordable Housing Plan with a phasing plan which shall describe how the applicant will comply with the requirements of the Affordable Housing Ordinance.

- Affordable Housing Guidelines: The Affordable Housing Guidelines are designed to implement the ordinance and give further detail to processing an affordable housing project.

  The amended Affordable Housing Guidelines address the changes mentioned above, as well as updates to the Affordability and Eligibility Requirements of affordable housing program participants, including language clean-up of housing costs for renters and owners, and language clean-up for the purchase program criteria.

The actual redlines associated with this amendment, which show deletions in **~~strikethrough~~** and additions in **underlines** (Redlines), can be found in Section # 2 of Attachment B.

Amendment #3: Accessory Dwelling Units

Accessory dwelling units (also known as second units or "granny" flats or ADUs) are complete independent housing units that can be either detached or attached from an existing single-family residence. The State passed legislation in 2016 (AB 494, AB 2406, & SB 1069) and again in 2019 (AB 68, AB 881, AB 587, SB 13, AB 671, & AB 3182) to further assist and support the development of ADUs, including the requirement for local jurisdictions to approve qualifying ADUs ministerially in single-family residential zones. As such, in 2018 and 2021, in response to updates in State legislation regarding ADUs, the City Council adopted Ordinance Nos. 1203 and 1220 implementing ADU provisions from State law.

The City's current Code requires a Planning Commission approval of a certificate of compatibility (COC) when a proposed ADU involves a one bedroom or studio that will result in more than 851 square feet of building area; or a new ADU that will include two or more bedrooms with 1,001 square feet or more. The intent of a COC is to evaluate the compatibility of the proposed structure with the land uses, architecture, aesthetics, and economic cohesiveness within residentially zoned properties in the City. During the City's 6th Cycle Housing Element adoption process, HCD identified the City's current requirement of a COC as a potential inconsistency with the State law. As such, the City's 6th Cycle Housing Element Program #10 requires the City to review and update the City's ADU regulations to comply with the State law provisions. In addition, the State passed additional legislations in 2022 (SB 897, AB 2221, AB 916) to further support the development of ADUs providing a height allowance for two-story ADUs and clarifying the expected processes for issuance of a building permit within 60 days of ADU application submittal, which also necessitates an update to the City's current ADU regulations.

Proposed Amendments

A new chapter for ADUs (Chapter 20.66) is proposed, which would revise and relocate ADU standards from the R-1 Single-Family Residential Zone chapter. The amendment would also include the following revisions to comply with the State law:

- Increase in maximum height of certain detached ADUs from 16 feet to 18 feet;
- Clarifies that the maximum height of attached ADUs is 25 feet;
- Updates and adds objective design standards;
- Removes the existing COC requirements as the COC process is considered as a discretionary process. Instead, a new maximum unit size for ADUs is established (attached: 50% of existing dwelling or 1,200 square feet, whichever is less & detached: 1,200 square feet).
- Adds a provision that allows applicants to request to deviate from the objective design/development standards through the COC process.
- Clarifies that JADUs may be created by converting attached garages.
- Clarifies that JADUs must have interior entry to the main dwelling if the JADU does not include a separate bathroom.
- Includes that owner-occupancy would be required for ADUs that obtains building permits on or after January 1, 2025.

Consistent with the creation of a new chapter, the proposed amendment would also modify Chapters 20.206 (HR Hillside Residential Zone) and 20.208 (R-1 Single Family Residential Zone) to reference the new chapter.

The actual Redlines associated with these amendments can be found in Sections # 3, 6, and 7 of Attachment B.

Amendment #4: Two-unit Developments and Urban Lot Splits

The State passed Senate Bill (SB) 9 in 2021, which requires qualifying “Two-unit Developments” and “Urban Lot Splits” be approved ministerially in single-family residential zones, as follows:

- Two-unit developments consist of two (2) new units or the addition of one (1) new unit and one (1) existing unit, each with its own kitchen and bathroom facilities, on a single lot located within a single-family residential zone.

- Urban lot splits consist of a subdivision of one (1) lot into two (2) lots within a single-family residential zone or within a specific plan development area implementing a single-family residential zone.
- Both development types could be used together, with or without ADUs/JADUs to yield the following:
    - Four (4) units on a property in a single-family residential zone or within a specific plan development area implements a single-family residential zone, or
    - Two (2) lots and two (2) units on each lot resulting up to four (4) units in either scenario.
- No building maximum square footage or new required setbacks are required for the conversion of an existing, permitted building in a single-family residential zone or within a specific plan development area implementing a single-family residential zone.
- A local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards to SB 9 housing developments, provided that they do not result in a unit size of less than 800 square feet.

Until a compliant ordinance is adopted, residential development applications submitted for two-unit developments or urban lot splits are subject to default standards provided in the State law.

As part of the City's goal to further fair housing practices in the community, the 6th Cycle Housing Element includes Program #17, which requires the City to adopt an ordinance implementing SB 9 provisions.

<u>Proposed Amendments</u>

The proposed amendment includes a new chapter, Chapter 20.56 (Two-unit Developments and Urban Lot Splits), to provide standards for two-unit residential developments and allow for the ministerial approval of a parcel map for an urban lot split of up to two lots in a single-family residential zone or specific plan development area implementing a single-family residential zone.

A summary of the proposed regulations for two-unit developments are as follows:

Table 20.56.040.A: Two-Unit Development Standards		
Required Zoning Designation	Permitted within single-family residential zones or within a specific plan development area implementing a single-family residential zone.	
Maximum Number of Units	2 dwelling units. Note: The maximum number of units does not include the potential for one (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot.	
Minimum Unit Size	150 square feet	
Maximum Unit Size	800 square feet Note: No maximum unit size shall be required for a two-unit development that is created by conversion of an existing space, such as primary dwelling unit, garage, accessory structure, if the dwelling unit is created in the same location and to the same dimensions as an existing structure.	
Setbacks	Front – The standards of the underlying zone shall apply Side – 4 feet; Rear – 4 feet Note: At the discretion of the City Planner, the site coverage may exceed the limit of the underlying zone if an application can demonstrate that more coverage is necessary to construct an 800 sq. ft. unit.	
Building Height	Attached to existing main dwelling The standards of the underlying zone shall apply.	Detached or new construction The maximum height is 18 feet. Note: At the discretion of the City Planner, additional building height may be permitted up to the height limit of the underlying zone if an application can demonstrate that additional height is necessary to construction an 800 sq. ft. unit.
Distance Between Buildings	Attached Not Applicable	Detached 10 feet Notes: No additional building separation is required for an existing accessory building that is converted to dwelling unit. At the discretion of the City Planner, the distance between buildings may be reduced if an application can demonstrate that less space is necessary to construct an 800 sq. ft. unit.
Access	Must have independent entrance from the exterior.	
Parking	1 covered parking space per unit with exceptions related to proximity to public transit and car-share vehicle	
General Development Standards	Unless otherwise indicated in this Section, the standards of the underlying zone shall apply. Note: At the discretion of the City Planner, deviations from the standards of the underlying zone may be considered if it is necessary to construct an 800 sq. ft. unit.	

A summary of the proposed regulations for urban lot splits are as follows:

Table 20.56.040.B Urban Lot Split Standards	
Required Zoning Designation	Permitted within single-family residential zones or within a specific plan development area implementing a single-family residential zone.
Maximum Number of Units	2 dwelling units. Notes: Lots created from implementing the provisions of the Urban Lot Split shall not be eligible for more than two dwelling units per lot.
Minimum Lot Size	The size of the new lot shall be at least 40% of the existing lot prior to the Urban Lot Split. Notes: In no instance shall the new lots be less than 1,200 sq. ft.
Lot Frontage	All lots shall have frontage directly onto a public or private street, excluding alleys.
Lot Width	All lots shall have a minimum lot width of 24 feet abutting a street.
Setbacks	No setbacks are required for a legally permitted existing structure. New construction shall comply with the requirements of Table 20.56.040.A.
New Units	All new Two-Unit Development units constructed after the implementation of an Urban Lot Split shall comply with the requirements of Table 20.56.040.A.
Parking	1 covered parking space per unit with exceptions related to proximity to public transit and car-share vehicle
General Development Standards	Unless otherwise indicated in this Section, the standards of the underlying zone shall apply. Note: At the discretion of the City Planner, deviations from the standards of the underlying zone may be considered if it is necessary to construct an 800 sq. ft. unit.

The actual Redlines associated with these amendments can be found in Section # 4 of Attachment B.

Amendment #5: Emergency Shelter Standards

The State passed SB 2 in 2007, requiring that local jurisdictions include within their upcoming Housing Elements provisions to facilitate opportunities for emergency shelters to locate in all communities. SB 2 required local jurisdictions to identify potential sites where new emergency

shelters are permitted by-right. The City Council adopted Ordinance No. 1128 on October 20, 2009, allowing emergency shelters as permitted by-right use for up to 30 beds in the Light Industrial (M-1) and General Industrial (M-2) zones and established objective standards to regulate emergency shelters in compliance with SB 2. This is consistent with the Orange County Housing and Community Development/Homeless Prevention 2019 Point-In-Time Homeless Count and Survey (PITS) counting 30 unsheltered individuals located in Brea. Any other emergency shelter in excess of an established emergency shelter up to 30 beds would require approval of a CUP.

Emergency shelters provide immediate and short-term housing and supplemental services to homeless persons or families. Shelter standards were established based on objective standards related to physical characteristics and operational criteria. The existing standards include maximum number of beds or persons permitted to be served nightly, requirements for off-street parking, size of on-site waiting and client intake area, provision for on-site management, proximity to other emergency shelters, length of stay, lighting, and security during hours that the shelter is in operation.

As there has been additional State law enacted (AB 139), the City's 6th Cycle Housing Element includes Program #15, which requires the City to adopt a Code update to reduce the current parking requirement and minimum separation requirement.

<u>Proposed Amendments</u>

To comply with the State law and implement the City's 6th Cycle Housing Element Program #15, the amendment would include the following revisions:

- Amend the current parking standards for emergency shelter facilities to a ratio based on the number of shelter staff.
- Reduce the minimum separation requirement for the establishment of new emergency shelter facilities from 500 feet to 300 feet from any other emergency shelter.

In addition, to be consistent with the ZOTA No. 2023-01, which relocates land use related provisions of the 21 base zoning districts into a new chapter, the existing provisions related to emergency shelters would be relocated to a new chapter, Chapter 20.66 (Emergency shelter).

The actual Redlines associated with these amendments can be found in Section # 5 of Attachment B.

A table summarizing the proposed amendments described in this Section of the report is Attachment F.

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City's public noticing requirements, which involved publication in the Brea Star-Progress. The public hearing notice for this Project is provided as Attachment G. As of the writing of this report, staff received one letter from BIA/OC on June 1, 2023 (Attachment E).

ENVIRONMENTAL ASSESSMENT

The proposed Project is exempt from the requirement of the California Environmental Quality Act (CEQA) pursuant to Review for Exemption Section 15061(b)(3). This exemption only applies to Projects which have the potential for causing a significant effect on the environment. This Project would only modify certain zoning procedures in order to implement the City's 6th Cycle Housing Element and does not approve any developments. It can be seen with certainty that there is no possibility that the proposed ZOTA would have a significant effect on the environment, therefore, the activity is not subject to CEQA. Any future residential development proposals would be subject to CEQA review.

CONCLUSION

Staff recommends approval of this request, for the reasons set forth in the draft resolution, which in summary is to implement the City's 6th Cycle Housing Element.

Prepared by:
Jessica Newton, Senior Planner

ATTACHMENTS

A. Draft Resolution
B. Exhibit A to the Draft Resolution (Summary Redlines)
C. Revised Affordable Housing Guidelines
D. 6th Cycle Housing Element Programs
E. 2023-06-01 BIA/OC Comment Letter
F. Summary of Amendments
G. Public Hearing Legal Notice

Draft Ordinance ZOTA No. 2023-02
Summary of Amendments

Ordinance Section #s	Redline Section #s (*Exhibit A of PC Resolution No. 2023-06*)	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
5 of ZOTA No. 2023-01 Ordinance*	1*	20.11 (Permitted Land Uses)	**Housing Element Opportunity Sites:** This amendment allows multiple family residential developments (both for-sale and rental) in which 20% or more units are affordable to lower income households as a permitted by-right use on properties designated as Focused Development Sites Nos. 1, 2, 3, 7 and 10. This is required of these sites because sites 1, 2 & 3 were previously identified as a housing site in the 5th Cycle Housing Element, and sites 7 and 10 are identified as sites to address the City's lower income RHNA. *This amendment implements Program #8 of the 6th Cycle Housing Element.*
2	2	20.40 (Affordable Housing)	**Affordable Housing:** Consistent with the 6th Cycle Housing Element, this amendment to the City's existing Affordable Housing Ordinance and the Affordable Housing Guidelines includes the following provisions to meet the current and future housing needs of the community: • Establishes sliding affordable unit requirements for residential projects based on percentage. • Provides housing projects with alternative options such as in-lieu fees, offsite affordable unit construction, land dedications, and affordability conversions. • Establishes clear guidelines on type and number of incentives that can be utilized by the developers. • Updates density bonus provisions. • Establishes a process for submitting an Affordable Housing Plan in accordance with the Chapter. • Establishes Guidelines for the implementation and enforcement of this Chapter. *This amendment implements Programs #5, 6, 7, and 17 of the 6th Cycle Housing Element.*

Ordinance Section #s	Redline Section #s (*Exhibit A of PC Resolution No. 2023-06*)	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
3 & 6-12	3, 6 & 7	20.52 (Accessory Dwelling Units) – *New Chapter;* 20.206 (HR Hillside Residential Zone); 20.208 (R-1 Single Family Residential Zone);	**Accessory Dwelling Units (ADUs and JADUs):** This amendment provides Code compliance with AB 2221 (Quirk-Silva, 2021) and SB 897 (Wieckowski, 2021), which recently updated the State's Accessory Dwelling Unit requirements. In order to comply with the State law, the following amendments are proposed: • Increase in maximum height of certain detached ADUs from 16 feet to 18 feet; • Clarifies that the maximum height of attached ADUs as 25 feet; • Updates and added objective design standards; • Removes the Certificate of Compatibility (COC) requirements for one-bedroom units larger than 800 square feet and two-bedroom units larger than 1,000 square feet because COC is considered as a discretionary process. Instead, a new maximum unit size for ADUs are established (attached: 50% of existing dwelling or 1,200 square feet, whichever is less & detached: 1,200 square feet). • Adds a provision that allows applicants to request to deviate from the objective design/development standards through the COC process. • Clarifies that JADUs may be created by converting attached garages. • Clarifies that JADUs must have interior entry to the main dwelling if the JADU does not include a separate bathroom. • Includes that owner-occupancy would be required for ADUs that obtains building permits on or after January 1, 2025. In addition, the proposed amendment also includes a number of formatting changes, which includes relocating the ADU regulations as a standalone chapter in the Zoning Code and reformatting ADU development standards into a table format. *This amendment implements Program #10 of the 6th Cycle Housing Element.*

Ordinance Section #s	Redline Section #s (*Exhibit A of PC Resolution No. 2023-06*)	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
4	4	20.56 (Two-unit Developments and Urban Lot Splits) – *New*	**Two-unit Developments and Urban Lot Splits:** This amendment provides Code compliance with SB 9 (Atkins, 2021). In order to comply with State law, the following amendments are proposed: • The ministerial review of a proposed housing development containing no more than two (2) residential units within a single-family residential zone if the housing development meets certain requirements. • Allowing the ministerial approval of a parcel map for an urban lot split that meets certain requirements. • The maximum unit size of 800 square feet for a two-unit development proposal. • The maximum approval of four (4) units on a single lot, in any combination of primary units, ADUs, and JADUs. • Notice to adjoining property owners of an urban lot split prior to final map recordation. • Deed restriction for a legal owner of a two-unit development or urban lot split. *This amendment implements Program #17 of the 6th Cycle Housing Element.*
5	5	20.66 (Emergency Shelter) – *New*	**Emergency Shelter:** This amendment relocates and creates internal consistency for objective zoning standards for emergency shelter facilities. Consistent with the 6th Cycle Housing Element to provide Code compliance with AB 139 (2019), the amendment includes the following updates to previous standards: • Amends the current parking standards for emergency shelter facilities to a ratio based on the number of shelter staff. • Reduces the minimum separation requirement for the establishment of new emergency shelter facilities to 300 feet from any other emergency shelter. *This amendment implements Program #15 of the 6th Cycle Housing Element.*

** This section will be included in the ordinance that would implement ZOTA No. 2023-01, as Chapter 20.11 is a new chapter that is created by that application.*

ATTACHMENT F

CITY OF BREA

CITY COUNCIL NOTICE OF PUBLIC HEARING FOR ZONING ORDINANCE TEXT AMENDMENT NO. 2023-01 AND 2023-02.

NOTICE IS HEREBY GIVEN by the City of Brea that a public hearing will be held at a City Council Meeting on **Tuesday, July 18, 2023 at 7:00 P.M.**, or as soon thereafter as the matter can be heard, in the Council Chambers of the City of Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California 92821, in accordance with State Law and the Brea City Code, to consider the following application:

REQUEST: The City of Brea requests approval of the following entitlements: Zoning Ordinance Text Amendment (ZOTA) No. 2023-01 and 2023-02 to amend the Chapters 20.00, 20.04, 20.08, 20.28, 20.40, 20.52, 20.56, 20.66, 20.200, 20.206, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244, 20.248, 20.252, 20.256, 20.258, 20.259, 20.261, 20.284, and 20.408, and add new Chapters 20.11, 20.52, 20.56, 20.66 and 20.74. The purpose of this zoning ordinance text amendments is to: 1) implement 6th Cycle Housing Element programs #s 5, 6, 7, 8, 10, 15, and 17; 2) provide consistency between land uses, definitions, and parking requirements; 3) establish tree preservation standards; 4) provide allowance for off-site advertising signs; 5) establish maximum height limitation for detached accessory structures; 6) update the Zoning Code to be consistent with recent State laws; and 7) clarify certain Zoning ordinance provisions and address existing grammatical errors, incorrect references and internal inconsistency.

LOCATION: Citywide

ENVIRONMENTAL: The project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed zoning code text amendments are exempt from the requirements of the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

ALL INTERESTED PERSONS *ARE INVITED TO ATTEND SAID HEARING AND EXPRESS OPINIONS ON THE MATTERS OUTLINED ABOVE.* FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAIL AT PLANNER@CITYOFBREA.NET

IF YOU CHALLENGE PROJECT AND RELATED ENVIRONMENTAL DETERMINATIONS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE, DELIVERED TO THE CITY COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.

Lillian Harris-Neal
City Clerk
Date: 06/26/2023 Publish: 07/06/2023

D R A F T

PLANNING COMMISSION MEETING MINUTES

June 13, 2023

PLANNING COMMISSION
PUBLIC HEARINGS

6:00 p.m. - Council Chambers, Plaza Level
and
Via Teleconference - 350 W Central Ave #455
Brea, CA 92821

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1. CALL TO ORDER / ROLL CALL - COMMISSION

Present: Chair Madden; Vice Chair Covey; Commissioner Donini; Commissioner Perez; Commissioner Schlotterbeck

2. INVOCATION

Pastor Rick Darden of Friends Community Church Provided the Invocation.

3. PLEDGE OF ALLEGIANCE

Chair Madden led the Pledge of Allegiance.

4. MATTERS FROM THE AUDIENCE

None.

5. CULTURAL ARTS MASTER PLAN – PLANNING COMMISSION STEERING COMMITTEE APPOINTMENT

Senior Management Analyst from Community Services Department, Jennifer Colacion, provided a presentation and Commissioner Perez volunteered to represent the Planning Commission. Chair Madden made the official appointment.

CONSENT CALENDAR

6. APPROVAL OF PLANNING COMMISSION MEETING MINUTES OF APRIL 11, 2023, AND APRIL 25, 2023

Motion was made by Commissioner Schlotterbeck, seconded by Vice Chair Covey to approve the Planning Commission Meeting Minutes of April 11, 2023, and April 25, 2023.

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

PUBLIC HEARINGS

7. CONDITIONAL USE PERMIT NO. 2023-03: TO ALLOW A BEAUTY SALON (THE CRAFT BEAUTY BAR) LOCATED AT 3000 E BIRCH STREET, SUITE 109

Assistant Planner, Esteban Rubiano, provided a presentation of the project.

The Commission had questions related to the need to limit the types of operations and occupancy, and hours of other neighboring businesses.

Chair Madden opened the Public Hearing and invited the applicant to speak. Gabriela Cortes, the applicant, described the history of her business and thanked the Commission for their consideration.

Chair Madden closed the Public Hearing.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Donini to approve Conditional Use Permit No. 2023-03

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

8. ZONING ORDINANCE TEXT AMENDMENT NO. 2023-01: OMNIBUS CODE UPDATE AMENDING VARIOUS CHAPTERS OF TITLE 20 OF BREA CITY CODE

City Planner Joanne Hwang provided a presentation of the proposed Code Amendment.

The Commission had comments and questions related to the following:

- Amendment #1: Boarding house land use
- Amendment #2: Minimum parking standards and requirements for studio units
- Amendment #3: Trees in the public right of way vs. private property, types of trees proposed to be protected, and whether to extend the requirements to the sphere of influence
- Amendment #4: Potential light pollution and proliferation concerns, CUP review, potential revenue for the City
- Amendment #5: Applicability of the height restrictions on Accessory Dwelling Units (ADUs), the need to allow sufficient height to allow two-stories, potential overlay zones

Chair Madden opened the Public Hearing and after hearing no testimony, he closed it.

The Commission discussed differences between ADU's and accessory structures, maximum and minimum heights, and whether to require the tree preservation standards within the sphere of influence areas.

The Commission, after the discussion, made a recommendation to the City Council to consider expanding the applicability of the tree preservation standards to properties located within the Sphere of Influence.

Motion was made by Commissioner Schlotterbeck, seconded by Vice Chair Covey recommending approval of the Zoning Ordinance Text Amendment No. 2023-01 to City Council with the following modifications:

- Revise the proposed definitions for Ambulance Services and Boarding Houses
- Include County, State and Federal owned lands as locations exempt from the tree preservation standards
- Correct minor errors, such as typos

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

9. ZONING ORDINANCE TEXT AMENDMENT NO. 2023-02: 6th CYCLE HOUSING ELEMENT PROGRAM IMPLEMENTATION CODE UPDATE AMENDING VARIOUS CHAPTERS OF TITLE 20 OF BREA CITY CODE

Senior Planner, Jessica Newton, and Management Analyst, Marie Dao, provided a presentation.

The Commission had comments and questions related to:

- Amendment #1: Whether or not the housing sites were already re-zoned
- Amendment #3: Verification of ADU requirements per State law, minimum/maximum height limit, the need to provide flexibility, amount of ADU applications the City receives per year
- Amendment #4: Minimum lot size requirement, maximum unit size requirement, potential flexibility
- Amendment #5: by-right in-lieu fee and Housing Trust Fund

Chair Madden opened the Public Hearing and hearing no testimony, he closed it.

Motion was made by Commissioner Perez, seconded by Vice Chair Covey recommending approval of Zoning Ordinance Text Amendment No. 2023-02 to City Council.

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

ADMINISTRATIVE ITEMS

10. COMMITTEE REPORTS

Vice Chair Covey gave an update on Arts in Public Places.

11. INFORMATIONAL / PROJECT UPDATES

None.

12. ADJOURNMENT

Chair Madden adjourned the meeting at 8:38 pm.

Respectfully submitted,

_____

Joanne Hwang, AICP
City Planner

The foregoing minutes are hereby approved this ____ day of _____

_____

Bill Madden, Chair

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Renewal of Ordinance No. 1227, Approving Brea Police Department's Military Equipment Use Policy

RECOMMENDATION

Introduce by title only and waive further reading of Ordinance No. 1243, renewing Ordinance No. 1227 and approving the Police Department's Military Equipment Use policy.

BACKGROUND/DISCUSSION

In March 2022, the Police Department drafted a Military Equipment Use policy, as required by Government Code §§ 7070-7075.

Ordinance No. 1227 was adopted by the City Council on May 17, 2022. Ordinance No. 1227 approved and adopted the Police Department’s Military Equipment Use policy.

Government Code § 7072 requires the Police Department submit to the City Council an Annual Report related to its use of military equipment, as defined. The Police Department submitted this report to City Council on April 18, 2023, and subsequently posted the Annual Report on the Police Department's internet website: https://www.ci.brea.ca.us/CivicAlerts.aspx?AID=2168. The Annual Report is attached to this Staff Report, and includes a current inventory of all military equipment available for use by the Police Department.

Government Code § 7071(e) requires governing bodies of law enforcement agencies to annually review and vote on the renewal of a Military Equipment Use Policy approval ordinance.

The Police Department now seeks renewal of Ordinance No. 1227 in order to give the Police Department the ability to continue the use of the previously approved military equipment for the purpose of protecting the safety of officers and the public.

COMMISSION/COMMITTEE RECOMMENDATION

None.

FISCAL IMPACT/SUMMARY

None.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lt. Christopher Harvey
Concurrence: Adam Hawley, Chief of Police

Attachments

Annual Report
Policy and Inventory
Proposed Ordinance

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: Annual Report Related to Police Department Use of Military Equipment as required by Government Code § 7072

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

In March 2022, the Police Department drafted a Military Equipment policy, as required by Government Code § 7070-7075.

Ordinance No. 1227 was adopted by the City Council on May 17, 2022, adopting the Police Department's Military Equipment policy.

Government Code § 7072 requires the Police Department submit to the City Council an annual report that includes:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.
- If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

In order to address some of the above topics, specifically on-hand quantities and ongoing costs, the Police Department updated the Military Equipment policy and Military Equipment Inventory on March 22, 2023. The updated policy and inventory are attached with this Staff Report.

The remaining topics are outlined below.

Summary of Use:

- Lenco BearCat: used to transport SWAT operators from Brea PD and allied agencies during SWAT training and operations

- R&S Custom Trailer: used as a command post during DUI checkpoints
- Daniel Defense Rifles: deployed on occasion by patrol and SWAT officers in order to gain compliance from potentially armed individuals.
- Defense Technology Low Roll II Distraction Device: one device was deployed during a SWAT operation in September 2022 in Bellflower, CA
- Various Distraction Devices, Various Gas Canisters, and 40MM Sponge Rounds were used for required annual training and certification of SWAT officers.

Complaints/Concerns: The Police Department did not receive any complaints, concerns, or questions related to the Department's ownership or use of military equipment.

Audit: All uses of military equipment were done in compliance with state and federal laws and were within department policy. There were no known incidents of misuse or policy violations.

Acquisition: During the past 12 months, the La Habra Police Department purchased a second Lenco BearCat. This BearCat is used by members of North County SWAT, including Brea PD officers. There is no fiscal impact to the City of Brea.

A copy of this Annual Report, Policy, and Inventory will be posted on the Police Department's website, as required by law.

COMMISSION/COMMITTEE RECOMMENDATION

Not applicable.

FISCAL IMPACT/SUMMARY

None.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lt. Christopher Harvey
Concurrence: Adam Hawley, Chief of Police

Attachments

Military Equipment Use policy
Military Equipment Inventory

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Military Equipment – Government Code § 7070 defines "military equipment as including:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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705.2 POLICY

It is the policy of the Brea Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is the policy of the Brea Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the supervisor in charge of asset tracking to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the City Council for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Brea Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

(h) Coordinating the processing of complaints and concerns submitted as outlined in this policy.

705.4 MILITARY EQUIPMENT INVENTORY

The items referenced below meet the definition of "Military Equipment" as defined in Government Code § 7070. Items are organized based on equipment categories or types as defined in Government Code § 7070(c). Only categories or types of equipment owned or used by Brea Police Department personnel are included in this inventory. If a category or type is omitted that means that the Brea Police Department does not own or use equipment in that category.

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As required by Government Code §§ 7070-7072, information listed in each category or type of military equipment includes the quantity of each type, along with its use and capabilities, expected lifespan, manufacturer's product description, purpose, authorized use, purchase cost, annual upkeep costs, legal and procedural rules governing use, and training required to use each type of military equipmnet.

705.4.1 ITEMS THAT ARE EXPENDABLE AND/OR PERISHABLE

Some items listed are expendable (can be used or expended) and/or perishable (have shelf lives and expiration dates). These include, but are not limited to, launchable munitions and flashbangs. For perishable and/or expendable items, the attached inventory will include a maximum quantity along with the quantity at the moment in time of the inventory. Being expendable and perishable, the current inventory will be in constant flux and may not match what is listed in the attachment. The Police Department may maintain up to the listed amount of each such expendable or perishable item unless and until this Policy is amended to approve a different type or amount, without additional approval from the governing body.

705.4.2 MILITARY EQUIPMENT USE CONSIDERATIONS

The following shall apply to any military equipment acquired and authorized by the department:

1. Use of the equipment shall be necessary because there are no reasonable alternatives that can achieve the same objective of officer and civilian safety.
2. Use of the equipment will serve to safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The equipment is reasonably cost effective compared to any available alternatives that can achieve the same objective of officer and civilian safety
4. The equipment shall only be used by department employees who have received required training, including any courses required by the Commission on Peace Officer Standards and Training (POST), and/or who otherwise possess established qualifications for each item type of equipment, unless an emergency or other exigent circumstances exist.
5. The equipment shall comply with other pertinent Brea Police Department Policies including, but not limited to, Use of Force, Control Devices and Techniques, Search and Seizure, and First Amendment Assemblies.

705.4.3 MILITARY EQUIPMENT INVENTORY

See attachment: Brea Police Dept Military Equipment Inventory (updated 4-6-2023).pdf

All military equipment kept and maintained by the Brea Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description for each type of equipment.
2. The capabilities of each type of equipment.
3. The purposes and authorized uses for which the Department proposes for each type of equipment.

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4. The expected lifespan of each type of equipment.
5. The fiscal impact of each type of equipment, both initially and for ongoing maintenance.
6. The quantity of each type of equipment, whether maintained or sought.

705.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval for use of military equipment from the City Council by way of an ordinance adopting a new or revised military equipment use policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment shall not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of this policy, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072). The Chief of Police or the authorized designee shall post each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

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(a) A summary of how the military equipment was used and the purpose of its use.

(b) A summary of any complaints or concerns received concerning the military equipment.

(c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(e) The quantity possessed for each type of military equipment.

(f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

705.9 COMPLIANCE

The Military Equipment Coordinator will ensure that all Department members comply with this policy and will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, as appropriate, the violation(s) will be referred to the Professional Standards Unit and handled as Personnel Complaints. All instances of non-compliance will be reported to City Council via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Brea Police Department via telephone to the Brea Police Department Watch Commander at 714-990-7624. A response to the question or concern shall be completed and provided by the Department in a timely manner, but not to exceed thirty (30) days.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be routed to the Professional Standards Unit as provided for citizen complaints

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Attachments

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Brea Police Dept Military Equipment Inventory (updated 4-6-2023).pdf

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ARMORED PERSONNEL CARRIERS
[Government Code section 7070(c)(2)]

Item: LENCO BEARCAT

Quantity: 2*

*These items are owned and maintained by the Fullerton Police Department and La Habra Police Department, but are mutual aid assets used by Brea Police Department personnel as part of a regional SWAT team.

Use and Capability: Commercially-produced, four-wheeled armored personnel carrier and rescue vehicle; capable of transporting 10-12 fully equipped SWAT officers, with an open floor plan to allow for rescue of downed personnel or victims/civilians. The vehicle can be used for both SWAT and non-SWAT incidents.

Expected Lifespan: 25 years.

Manufacturer's Product Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: To be used in response to dangerous incidents to enhance officer and citizen/victim safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall be authorized by a Watch Commander or SWAT Commander, based on specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Purchase Price: $315,518.65**

**Both BearCat vehicles were obtained through the UASI group procurement process.

Annual Upkeep Costs: Annual maintenance cost of approximately $5,000 per vehicle (paid for by the City of Fullerton and City of La Habra)

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Training Required: All drivers/operators must first attend formalized in-house instruction which includes vehicle operations and practical driving instruction.

COMMAND AND CONTROL VEHICLES
[Government Code section 7070(c)(5)]

Item: R & S CUSTOM TRAILER MODEL T-22PR ROAD HAULER (CERT Trailer)

Quantity: 1

Use and Capability: A vehicle-towed mobile office trailer that provides shelter, access to department computer systems, and restroom facilities during extended events.

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: The 2011 Model T-22 Road Hauler trailer is a 22 feet long box trailer that has is used as a mobile, portable command post for primary use by the Civilian Emergency Response Team and can be utilized by the Police Department for DUI checkpoints and as a command post at community events. Additional authorized uses of the CERT Trailer may include, but are not limited to, critical incidents, emergencies and natural disasters.

Authorized Use: Only City of Brea personnel who have completed any required training and have obtained the California Department of Motor Vehicles Class B Driver License will be allowed to tow the CERT Trailer.

Purchase Price: $0*

*The Anaheim/Santa Ana UASI group completed the procurement process of the CERT Trailer for the City of Irvine, utilizing FY2008 UASI funds to purchase a volunteer management/equipment trailer in support of FEMA's Citizen Corps Program, specifically the Community Emergency Response Teams (CERT). This trailer was issued to the City of Irvine's CERT Program through the Irvine Police Department. In 2014, the Anaheim/Santa Ana UASI grant office was notified that the Irvine CERT program could no longer use the trailer due to operational and administrative issues, they returned the trailer for issuance to another CERT program. The Anaheim/Santa Ana UASI office identified the City of Brea to receive this trailer for use in support of its CERT Program. The trailer was issued to the City of Brea's CERT Program through the Brea Police Department. The CERT Program was later moved to the Brea Fire Department who then took over the administration of CERT and the trailer.

Annual Upkeep Costs: Approximately $200

Legal and Procedural Rules: Use of the CERT Trailer is not governed by the policies of the Brea Police Department, and may be used at the discretion of the Emergency Preparedness Coordinator or Brea Fire Department Administration.

Training Required: The driver towing the CERT Trailer shall be a City of Brea employee who possesses a valid California Department of Motor Vehicles Class B Driver License.

EXPLOSIVE BREACHING APPARATUSES AND RELATED MUNITIONS
[Government Code section 7070(c)(7)]

Item: REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL

Quantity: 1

Use and Capability: This weapon allows for SWAT Officers to safely utilize shotgun breaching rounds in order to disable deadbolts, locks, and door hinges. There is a spiked stand-off built into the end of the barrel to allow for positive placement of the gun into the correct position. The stand-off has vents to deflect debris and gases to prevent overpressure. The weapon can also defeat windows and sliding glass doors with a flash bang round (a less lethal 2.4 inch, 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second)

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: To allow SWAT officers to defeat locks and/or hinges to safely enter a structure.

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $1,200

Annual Upkeep Costs: Approximately $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police

Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

Related Munitions:

Item: TKO BREACHING SHOTGUN ROUNDS

Description: A round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges.

Current Inventory: 25 rounds

Usual Inventory: 30 rounds

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $6.09 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

SPECIALIZED FIREARMS / ASSAULT WEAPONS
[Government Code section 7070(c)(10)]

Item: DANIEL DEFENSE MODEL DDM4V7, 5.56 MM, 11" BARREL

Quantity: 60

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16-inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,400 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL G36C, 5.56 MM, 8.9" BARREL

Quantity: 3

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: With its short 8.98 inch (228 mm) barrel and buttstock folded, the G36C (compact carbine) has an overall length of less than 20 inches— shorter that an MP5 submachine gun. It is the perfect 5.56 mm weapon for use in confined areas such as a vehicle. The G36C can even be fired with its buttstock folded. With the installation of an HK G36 magazine conversion magazine well, the G36C can use widely available AR/M16/M4 type magazines.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $900 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL MP7, 4.6x30MM, 7" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Smaller than a conventional submachine gun, the 4.6 mm MP7A1 is a compact and lightweight Personal Defense Weapon that can be carried like a handgun yet is capable of rifle-like effectiveness. The HK-developed 4.6 mm x 30 ammunition provides the penetration approaching that of an assault rifle round and is able to defeat the types of body armor frequently found in the hands of terrorists and criminal gangs, in particular that of the former Soviet Bloc special forces, now the standard NATO test target (CRISAT).

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in

compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,200 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH, MODEL 416D, 5.56MM, 11.5" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Heckler & Koch developed the HK416 for U.S. special operations forces as a major product improvement of M4/M16-type carbines and rifles. Using the HK-proprietary gas piston system found on the G36, the HK416 does not introduce propellant gases and carbon fouling back into the weapon's interior, making it the most reliable of any M4/M16 type weapon.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $0*

*These rifles were obtained with credit from traded-in older model rifles

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: DANIEL DEFGENSE MODEL DDM4 V7S, 5.56 MM, 11.5" BARREL

Quantity: 10

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16 inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP

Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws. These particular rifles are assigned to Department members who are assigned to North County SWAT, and the officers who are issued these rifles carry them in both patrol and SWAT operations.

Purchase Price: $1,759 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: LARUE TACTICAL OPTIMIZED BATTLE RIFLE (OBR), 7.62 MM

Quantity: 1

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 15 years

Manufacturer's Product Description: The LaRue OBR (Optimized Battle Rifle) was built from the ground up, using a newly designed upper-receiver platform, combined with a lower, inspired from our successful 5.56 MM lower. Both the upper and lower are CNC-machined from billet, for the optimum fit and consistency. The receiver components are designed with more material in critical areas to alleviate known issues of weakness in 7.62 platforms and to stiffen the receiver...translating into maximum accuracy.

Purpose: Sniper rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a specific POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $4,125 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: This rifle may only be used by SWAT Officers who have successfully completed a POST-certified rifle marksmanship or sniper course. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

FLASHBANG GRENADES, TEAR GAS, AND PEPPER BALLS [Government Code section 7070(c)(12)]

Item: DEFENSE TECHNOLOGY LOW ROLL II, DISTRACTION DEVICE

Current Inventory: 19

Usual Inventory: 20

Use and Capability: Device used to distract device used to disorient or divert a suspect'(s) attention away from SWAT Officers using light and sound. This device can allow SWAT Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This device can prevent injury to officers and citizens. This device can lead to a safer resolution and allow SWAT Officers to take a suspect'(s) into custody without force

Expected Lifespan: Until expended

Manufacturer's Product Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. This is a modified version of the Low Roll II Non-Reloadable Distraction Device that is designed for use in high humidity environments, which incorporates a water-resistant charge tube. The standard render safe practice involving 24-hour water submersion will no longer be effective for the high humidity devices, please consult the render safe procedure for incineration in the instructions.

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used by officers who have been trained in their proper use, in hostage and barricaded subject situations, in high-risk warrant (search/arrest) services where there may be extreme hazards to officers, during other high-risk situations where their use would enhance officer safety, and during training exercises.

Purchase Price: $46 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used by any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: Prior to use, officers must successfully complete diversionary device training that is conducted by POST-certified instructors.

Item: DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Current Inventory: 2

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber

Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Current Inventory: 15

Usual Inventory: 10

Use and Capability: Handheld/throwable or weapon-launchable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $28 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Current Inventory: 28

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $44 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, OC TRIPLE CHASER SEPARATING CANISTER

Current Inventory: 33

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse OC chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The OC Triple-Chaser® Pyrotechnic Grenade is one of our first-ever pyrotechnic grenades that combines the effectiveness of Oleoresin Capsicum (OC) as an irritant and inflammatory agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions for crowd control. The Triple-Chaser OC consists of three separate canisters pressed together. This grenade can be hand thrown or launched from a delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 1.06 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, CS POCKET TACTICAL CANISTER

Current Inventory: 9

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $39 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department,

but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, SMOKE CANISTER

Current Inventory: 6

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse inert smoke.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $49 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and

Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: FTC PEPPERBALL LAUNCHER

Quantity: 1

Use and Capability: A compressed-air powered launcher designed to launch non-lethal PepperBall projectiles, both inert and irritant-containing, at a maximum distance of 150 feet.

Expected Lifespan: 20 years

Manufacturer's Product Description: FTC is a high-capacity, semi-automatic launcher that is perfect for crowd management and mobile field force operations. Reliable and accurate, it features a hopper that can hold up to 180 rounds and a flexible air source configuration.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $573.25

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Related Munitions:

Item: PEPPERBALL LIVE-X PROJECTILES

Manufacturer's Product Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™rounds.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $2,500 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Item: PEPPERBALL INERT PROJECTILES

Manufacturer's Product Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $646 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

LONG RANGE ACOUSTIC DEVICE (LRAD)
[Government Code section 7070(c)(13)]

Item: AARDVARK LRAD 100x PORTABLE HAILING SYSTEM

Quantity: 1

Use and Capability: A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Expected Lifespan: 25 years

Manufacturer's Product Description: The Model 100X Portable Hailing System is a self-contained, hand-held, portable communications device for use in on-scene and tactical communications. It has the capability to be 20-30 dB louder than legacy bullhorns and vehicle-based P.A. systems, while still being 4x- 6x louder and more intelligible than products with a comparable size and weight. Weighing at only 15 lbs. (6.8 kg) with battery, accessories, and cables, the easy portability of the 100X can safely communicate beyond standoff distances to determine intent. The highly intelligible voice messages over distances up to 600 meters; max range of 250 meters over 88 dB of background noise and 137dB SPL @ 1 meter, A-weighted maximum continuous output. Taking advantage of its focused, directional sound pattern, optimized driver and waveguide technology, the 100X can penetrate buildings and vehicles to ensure communications are heard and understood. The warning tone provides a safer alternative to non-lethal measures and safely modifies behavior while creating additional time to scale the escalation of force if necessary. With an 8-hour rechargeable battery, optional power sources and water-resistant casing, the 100X creates an instant acoustic standoff perimeter even through wind, engines, sirens, and noisy crowds. The 100X is easily operable with gloves or MOPP gear using the simple user interface.

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: The LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Purchase Price: $12,293.95

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: No formal training is required, however SWAT Operators trained in the use of the LRAD should set up and operate the device.

PROJECTILE LAUNCH PLATFORM AND RELATED MUNITIONS [Government Code section 7070(c)(14)]

Item: DEFENSE TECHNOLOGY LMT 40 MM LMT SINGLE SHOT LAUNCHER

Quantity: 13*

*Four launchers are assigned to the SWAT team, nine launchers are assigned to Patrol

Use and Capability: 40MM Launchers are utilized by department personnel as a less lethal tool to launch less-lethal impact rounds, and authorized CS and OC rounds.

Expected Lifespan: 15 years

Manufacturer's Product Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single- and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Related Munitions:

Item: DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

Current Inventory: 679 rounds

Usual Inventory: 675 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $18 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY, 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact.

Current Inventory: 33 rounds

Usual Inventory: 35 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE-PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact.

Current Inventory: 16 rounds

Usual Inventory: 20 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN

Quantity: 13*

*4 shotguns are assigned to the SWAT team, 9 are assigned to Patrol

Use and Capability: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat which is a principle of de-escalation.

Expected Lifespan: 25 years

Manufacturer's Product Description: For a half century the Remington Model 870P has been the pump shotgun of choice for government agencies. With over 10 million produced to date, it remains the standard by which all pump actions are measured. Its dual, non-binding action bars deliver ultra-smooth, reliable cycling. The ultimate pump shotgun, the Model 870P stands the test of time, extreme conditions and duty.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

Related Munitions:

Item: DEFENSE TECHNOLOGY DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by and orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize". The Drag Stabilized Model is an aerodynamic projectile; however, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized model is very accurate; however, effectiveness is dependent upon many variables such as distance, clothing, stature, and the point where the projectile impacts.

Current Inventory: 237 rounds

Usual Inventory: 125 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $5 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement

purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BREA RENEWING ORDINANCE NO. 1277 (MILITARY EQUIPMENT USE POLICY APPROVAL)

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

A. <u>RECITALS:</u>

(i) On September 30, 2021, Governor Newsom signed into law Assembly Bill ("AB") 481 to enact Government Code Section 7070 et seq. relating to the procurement and use of military equipment by law enforcement agencies.

(ii) Government Code Section 7071(a) requires law enforcement agencies to obtain governing body approval of a Military Equipment Use Policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

(iii) Government Code Section 7071(e) requires governing bodies of law enforcement agencies to annually review and vote on the renewal of a Military Equipment Use Policy approval ordinance.

(iv) Government Code Section 7072(a) requires law enforcement agencies that receive governing body approval of a Military Equipment Use Policy to submit to the governing body an annual Military Equipment Report for each type of approved military equipment.

(v) Government Code Section 7072(b) requires that, within 30 days of submission and release of an annual Military Equipment Report, law enforcement agencies shall hold a community engagement meeting at which the general public may discuss and ask questions regarding the report and the agency's funding, acquisition, or use of military equipment.

(vi) On May 17, 2022, the City Council adopted Ordinance No. 1227 approving Brea Police Department Policy 705 (Military Equipment) as the Military Equipment Use Policy required by AB 481.

(vii) In accordance with Government Code Section 7072, the Brea Police Department submitted and publicly released the annual Military Equipment Report set forth in the attached Exhibit A and the City held a community engagement meeting as part of the City Council's consideration of the introduction of this Ordinance.

(viii) The renewal of Ordinance No. 1227 is necessary in order to give the Brea Police Department the ability to continue the use of the previously approved military equipment for the purpose of protecting the safety of officers, residents and visitors in the City.

B. ORDINANCE.

Section 1. The City Council hereby finds that all of the facts set forth in the Recitals above are true and correct.

Section 2. Based on the facts set forth above, the annual Military Equipment Report set forth in the attached Exhibit A, the staff reports prepared for this Ordinance, the information provided to the City Council at the public meetings, and the record thereof, all of which is incorporated by reference, the City Council finds that each type of military equipment identified in the attached annual Military Equipment Report has complied with the standards for approval set forth in Government Code Section 7071(d).

Section 3. The City Council renews Ordinance No. 1277 approving Brea Police Department Policy 705 (Military Equipment) as the Military Equipment Use Policy required by AB 481.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or its application to any person or circumstance, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED:

_____
Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the ___ day of _____, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the _____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated:_____

_____
Lillian Harris-Neal, City Clerk

EXHIBIT A

2023 MILITARY EQUIPMENT REPORT

(attached)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: June 20, 2023 City Council Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Victoria Popescu, Deputy City Clerk
Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Draft Minutes

D R A F T

BREA CITY COUNCIL
SUCCESSOR AGENCY TO THE
BREA REDEVELOPMENT AGENCY
MEETING

MINUTES
JUNE 30, 2023

GENERAL SESSION
8:30 a.m. - Council Chamber
Plaza Level
and
Double Eagle Resort & Spa - Lobby
5587 CA-158, June Lake, California, 93529

CALL TO ORDER/ ROLL CALL - COUNCIL
Mayor Simonoff called the General Session to order at 8:30 a.m. All members were present, with Councilmember Hupp participating via Zoom teleconference.

Present: Simonoff, Marick, Hupp, Stewart, Vargas

1. **Matters from the Audience**
   Paramjit Singh, property owner at 910 E. Birch, thanked the Council and staff for accommodating his request to bring the Landlords' Consent to Leasehold Deed of Trust, Item 5, to this Council meeting and expressed excitement to bring his business to the City of Brea.

2. **Response to Public Inquiries - Mayor / City Manager**
   None.

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

CITY COUNCIL - CONSENT

3. **June 20, 2023 City Council Regular Meeting Minutes**
   The City Council approved the June 20, 2023 City Council Regular Meeting Minutes as written.

4. **Approval of the Memorandums of Understanding Between the City of Brea and 1) The Brea City Employees' Association and 2) The Administrative and Professional Employees' Association**
   The City Council adopted Resolution No. 2023-050 approving the Memorandums of Understanding (MOU's) with the Brea City Employees' Association (BCEA), and the Administrative and Professional Employees' Association (APEA).

5. **Landlord's Consent to Leasehold Deed of Trust related to the City's Retail Commercial Parcel located at 910 East Birch Street (Lessee: Nesbitt Partners Brea Venture, Ltd.)**
The City Council authorized the City Manager to execute the Landlord's Consent to Leasehold Deed of Trust to allow Nesbitt Partners Brea Venture, Ltd. ("Nesbitt") to sale the improvements, equipment, and other personal property located on the Retail Parcel located at 910 East Birch Street.

Motion was made by Mayor Pro Tem Marick, seconded by Council Member Stewart to approve City Council Consent Items 3-5.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

6. **City Manager**
None.

7. **City Attorney**
None.

8. **Council Requests**
None.

COUNCIL ANNOUNCEMENTS
None.

ADJOURNMENT
Mayor Simonoff adjourned General Session at 8:32 a.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 18 day of July, 2023.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Brea-Olinda Unified School District Building Utilities and Services Agreement for Fiscal Years 2023-2028

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Approve a five-year Building Utilities and Services Agreement with the Brea-Olinda Unified School District for Fiscal Years 2023-2028; and
2. Amend the City's General Fund (110) Operating Budget to:
   - Appropriate $137,919.00 in Fiscal Year 2023-24 and $153,090.09 in Fiscal Year 2024-25 in additional revenue from the new negotiated Agreement terms; and
3. Amend the City's Building Maintenance Fund (490) Operating Budget to:
   - Un-appropriate $94,287.00 in Fiscal Year 2023-24 and $94,287.00 in Fiscal Year 2024-25 in revenue due to the new Agreement no longer based on the City's operating budget.

BACKGROUND/DISCUSSION

Since 1980, the Brea-Olinda Unified School District (School District), has occupied a 9,300 square foot office space in Brea's Civic and Cultural Center. The School District has occupied this office space through a 48-year lease agreement which established the lease rate of $1.00 per year and is set to expire on June 30, 2028. As a companion to the aforementioned lease agreement, the City and School District also executed a Building Utilities and Services Agreement (Agreement). Components of this Agreement include, but are not limited to the following:

- School District's use of the Council Chambers twice per month for School Board meetings
- Assigned and reserved parking spaces at the Civic and Cultural Center
- Utilities and janitorial services

The current Agreement expired on June 30, 2023. Under this Agreement and previous Agreements, the annual maintenance and operations fees have been based on a percentage of the Civic and Cultural Center's operating budget. For reference, the average fees paid by the School District for Fiscal Years 2017-2022 was $85,636.58 ($9.21 per square foot annually). The estimated amount for Fiscal Year 2022-23 is $94,287.13 ($10.14 per square foot).

At this time, it is recommended that the City enter into a new five-year Building Utilities and Services Agreement (included as Attachment No. 1) with the School District, utilizing a calculation method based on the open market trends for commercial rentals rather than the City's operating budget. Staff compared the square footage rate of approximately 21 commercial lease spaces in Brea (comparison included as Attachment No. 2). Based on these market trends, City

staff and School District staff reached a tentative agreement on the proposed annual building utilities and services fee, which starts at $14.83 per square foot annually in Year One and increasing by eleven percent (11%) annually thereafter.

On June 15, 2023, the new five-year Agreement was reviewed and approved by the Brea-Olinda Unified School District Board.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this Agreement at their July 11, 2023 meeting and recommended proceeding to Council for approval.

FISCAL IMPACT/SUMMARY

This new Agreement will generate $137,919.00 in additional revenue in Year One of the five-year agreement (an increase of approximately 46% over the Fiscal Year 2022-23 Agreement). The fees for the next five years are proposed as follows:

- July 1, 2023 - $137,919.00 annually ($11,493.25 per month)
- July 1, 2024 - $153,090.09 annually ($12,757.51 per month)
- July 1, 2025 - $169,930.00 annually ($14,160.83 per month)
- July 1, 2026 - $188,622.30 annually ($15,718.53 per month)
- July 1, 2027 - $209,370.75 annually ($17,447.56 per month)

Based on this new calculation method and negotiated rate, the Agreement will have a positive effect on the General Fund revenues for the next five years.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Marie Dao, Management Analyst, Community Development Department
Concurrence: Melissa Davis, Community Development Manager and Jason Killebrew, Community Development Director

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Attachments

Agreement for Building Utilities and Services
Office Lease Comparable

AGREEMENT
FOR
BUILDING UTILITIES AND SERVICES

This Agreement is made and entered into by and between the CITY OF BREA, a municipal corporation ("City" hereinafter) and BREA-OLINDA UNIFIED SCHOOL DISTRICT, a unified school district ("District" hereinafter).

WITNESSETH

A. Recitals.

i. District currently leases space in City's Civic and Cultural Center for the operation of its district education center.

ii. City provides building utilities and services for the maintenance and operation of the Civic and Cultural Center, and the cleaning of shared spaces at the Civic and Cultural Center.

iii. District desires to obtain building utilities and services under the terms and conditions set forth herein.

B. Agreement.

NOW, THEREFORE, in consideration of the respective agreements herein contained, the parties hereto agree as follows:

1. City shall provide to District building utilities and services.

2. City shall allow District the use of the Council Chambers two (2) times per month, not to conflict with the City's use of this facility, for School Board meetings. In lieu of the Council Chambers, the City will provide another location within the Civic and Cultural Center for the School Board meetings, based on City's need for the Council Chambers.

3. City will provide District 12 reserved parking spaces on Level P2 of the Civic and Cultural Center: five (5) will be interior spaces and seven (7) will be exterior spaces.

4. City and District hereby agree that any person, firm or corporation providing services hereunder shall be deemed an independent contractor and in no way shall the same be deemed an officer, employee, or agent of District.

5. It is understood and agreed by the parties hereto that no alteration or variation of the terms and provisions of the Agreement shall be valid unless such alteration or variation is made in writing and duly executed by the parties.

6. This Agreement shall be effective July 1, 2023 and shall end on June 30, 2028, unless sooner cancelled or modified. Commencing on July 1, 2023, the maintenance and operations charges shall be $11,493.25 per month ($137,919 annually). The monthly rate shall be increased annually, effective on July 1 of each year, as outlined below.

    a. Effective July 1, 2024, the maintenance and operations charges shall be $12,757.51 per month ($153,090.09 annually).

    b. Effective July 1, 2025, the maintenance and operations charges shall be $14,160.83 per month ($169,930.00 annually).

    c. Effective July 1, 2026, the maintenance and operations charges shall be $15,718.53 per month ($188,622.30 annually).

    d. Effective July 1, 2027, the maintenance and operations charges shall be $17,447.56 per month ($209,370.75 annually).

    Monthly charges shall be due and payable on or before the first day of each month without notice from the City.

7. Any notice or payment due hereunder shall be mailed or delivered to the respective parties as set forth below:

    DISTRICT: Brea-Olinda Unified School District
    Attention: Superintendent
    1 Civic Center Circle
    Brea, California 92821

    CITY: City of Brea
    Attention: Community Development Director
    1 Civic Center Circle
    Brea, California 92821

8. This Agreement may be terminated only for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below opposite the respective parties' signatures.

SIGNATURES ON FOLLOWING PAGE

BREA-OLINDA UNIFIED SCHOOL DISTRICT

Dated: 6/15/2023

Deana Miller

Deana Miller, President, Board of Education

Dated: 6/15/2023

Brinda Leon

Brinda Leon, Secretary, Board of Education

CITY OF BREA

Dated:_____

Marty Simonoff, Mayor

Dated:_____

Lillian Harris-Neal, City Clerk

Office Lease Comparable - March 2023

Property Address	Per SF/Yr	Per SF/Mo
500 S Kraemer Blvd	$ 28.20	$ 2.35
3 Pointe Dr	$ 24.00	$ 2.00
3000 E Birch St	$ 24.00	$ 2.00
1203 W Imperial Hwy	$ 22.80	$ 1.90
120 S State College Blvd	$ 35.40	$ 2.95
265 S Randolph Ave	$ 24.00	$ 2.00
3010 Saturn St	$ 28.80	$ 2.40
2801 Saturn St	$ 18.00	$ 1.50
770 S Brea Blvd	$ 24.00	$ 2.00
512 E Lambert Rd	$ 18.00	$ 1.50
3230 E Imperial Hwy	$ 31.20	$ 2.60
405 S State College Blvd	$ 23.88	$ 1.99
203 N Brea Blvd	$ 28.80	$ 2.40
210 W Birch St	$ 30.60	$ 2.55
2601 Saturn St	$ 24.00	$ 2.00
3010 Saturn St	$ 30.60	$ 2.55
330 E Lambert Rd	$ 33.00	$ 2.75
1698 Greenbriar Ln	$ 22.80	$ 1.90
3350 E Birch St	$ 27.84	$ 2.32
1 Pointe Dr	$ 18.24	$ 1.52
1800 E Lambert Rd	$ 38.06	$ 3.17
Average	$ 26.49	$ 2.21

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Accept a $96,093.80 California Highway Patrol Cannabis Tax Fund Grant Program Award for DUI Enforcement Training

RECOMMENDATION

Adopt a Resolution accepting a State of California Cannabis Tax Fund Grant Program (CTFGP) Award for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, in the amount of $96,093.80, for the one-year grant program which begins July 1, 2023, and ends June 30, 2024.

BACKGROUND/DISCUSSION

The Police Department has once again secured the State Cannabis Tax Fund Grant that funds: various DUI enforcement-related training opportunities including Impaired Driving and Traffic Safety, Standardized Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Drug Recognition Expert (DRE); attendance at the National Highway Traffic Safety Administration (NHTSA) Lifesavers Conference and the International Association of Chiefs of Police (IACP) Impaired Driving and Traffic Safety Conference; and, a variety of educational materials for traffic safety and impaired driving outreach. In addition, the grant funds a portion of the Sworn and Nonsworn Grant Manager and Social Media Coordinator's salaries, for time spent managing the grant.

Fiscal Year	Personnel Costs	Travel Costs	Other Direct Costs	Total
2023-24	$48,245.94	$12,860.73	$34,987.13	$96,093.80

The grant funds the above for FY 2023-24. Under the terms of the grant, the Brea Police Department will improve the Department's effectiveness by training police personnel in the area of drug and alcohol detection in order to more effectively identify and convict DUI drivers, as well as training Traffic personnel on best practices of traffic collision investigation.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at its July 11, 2023 meeting and recommended it for approval.

FISCAL IMPACT/SUMMARY

There is no negative impact to the City's General Fund as all costs related to the grant's performance will be fully reimbursed by the State.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jamie McDonald, Management Analyst II
Concurrence: David Dickinson, Police Captain
Adam Hawley, Police Chief

Attachments

Resolution

RESOLUTION NO. 2023-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO ACCEPT GRANT FUNDS IN THE AMOUNT OF $ $96,093.80 FROM THE STATE OF CALIFORNIA, DEPARTMENT OF HIGHWAY PATROL, CANNABIS TAX FUND GRANT PROGRAM, AND AMENDING THE FISCAL YEAR 2023-24 ANNUAL BUDGET

A. RECITALS:

(i) The Brea Police Department, on behalf of the City of Brea, is interested in participating in the Cannabis Tax Fund Grant Program, which is made available through the California State Controller's Office and administered by the California Department of Highway Patrol (CHP) to support project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07; and

(ii) Following the City's submittal of a proposal for the Program, the State of California CHP offered to award $ $96,093.80 for the one-year grant program beginning July 1, 2023 and ending June 30, 2024; and

(iii) Grant funds will be used to fund training in the areas of education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, educational materials, and staff time; and

(iv) In order to be considered eligible to receive grant funding, the City must submit a completed Grant Agreement and a governing body Resolution providing approval to receive funding.

B. RESOLUTION:

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

(i) Authorize the City Manager or a designated representative to, on behalf of the City, accept grant funding in the amount of $ $96,093.80 from the State of California CHP.

(ii) Authorize and direct the City Manager or a designated representative to execute the grant documents and to submit all documents, including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.

(iii) Authorize and direct the City Manager or a designated representative to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this resolution.

(iv) Certify that grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

APPROVED AND ADOPTED this 18th day of July 2023.

_____
Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 18th day of July 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

_____
Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Approval of Fiscal Year 2023-24 Property Tax Rate to Fund the City's Paramedic Program

RECOMMENDATION

Approve resolution.

BACKGROUND/DISCUSSION

At the March 7, 1978, general municipal election, the qualified electors of the City, by and through the City Council, approved the levy of an annual property tax rate to fund the City's Paramedic Program. This annual property tax was not to exceed $0.20 per $100 of Assessed Value (25% of market value) per year. Beginning in 1981, the County of Orange implemented a policy change concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value.

For Fiscal Year 1981-82, the property valuation was increased to Full Taxable Value for property tax purposes. Therefore, the tax rate needed to be decreased in order for the actual amount of taxes paid by the property owner to remain unchanged. According to Resolution 1981-72, a tax rate of $0.045 per $100 of Full Taxable Value is equivalent to a tax rate of $0.18 per $100.00 of Assessed Value based on the previous method.

State law prohibits the City Council from increasing the paramedic levy above the voter-authorized level. The tax rate of $0.045 per $100 of Full Taxable Value is less than the voter-authorized maximum tax rate. Additionally, it is noted that the passage of Proposition 218 by the voters in November 1996 had no impact on the City's ability to levy the annual Paramedic Tax, as the tax was voter-approved in 1978.

Each fiscal year, the City Council adopts a resolution approving the rate of tax upon taxable property within the City of Brea. This tax rate is required to be approved by the City Council and submitted to the Orange County Auditor-Controller's Office no later than August 10, 2023 allowing the County to apply the rate of taxation to the City's property tax roll to maintain the Paramedic Program.

Since its inception in 1979, the Brea Fire Services Department Paramedic Program has grown considerably from the days when the paramedics responded to calls in an old red van. Currently, the paramedics utilize a modern paramedic engine company configuration. The original program that began in Fiscal Year 1978-79 had a budget of $200,000 and was fully funded by revenues generated from the paramedic tax. While the actual tax rate has remained

constant over the past 44 years, additional revenue has been generated from increases in the property values. Meanwhile, direct expenditures have increased as the program has been greatly enhanced, as outlined below, and as the City's population and service demands have increased.

About the Paramedic Program

A "Paramedic Engine Company" providing Emergency Medical Service (EMS) delivery is currently the most common staffing configuration in operation locally and regionally. This configuration provides for Advanced Life Support capability within its firefighting and emergency response resources without compromising either service. The City's paramedic units, Brea Engine Company #1, Truck Company #2 and Engine Company #3, are complete units that respond to both fires and medical emergencies. In addition, resources necessary to provide functional support, such as extrication of patients and fire protection during traffic emergencies, are available at the scene with the paramedic unit. Engine Company #4 is a Paramedic Assessment Unit (PAU) that has the ability to respond to both fires and provide initial medical aid since their one paramedic on the engine. However, the PAU is unable to administer narcotics without the assistance of a paramedic from another engine/truck company.

The program started in Fiscal Year 1978-79 with seven certified paramedics. The Brea Fire Services Department currently carries a complement of 24 certified paramedics and one Emergency Medical Services Manager. This allocation level meets the staffing requirement of the Orange County EMS Agency while providing for uninterrupted deployment of paramedics during leave, training and emergency conditions. Just as the nature of emergencies has changed, so has the required paramedic skill level. Paramedics are being delegated greater responsibility in the field as emergency room medicine is continually being evaluated and streamlined. Paramedic staff receive continuous in-service training on a myriad of topics, including: trauma medicine; air and blood-borne pathogens; environmental emergencies; pediatric medicine, including sudden death syndrome; swift water rescue and mass casualty management.

Field techniques have improved greatly since the program began with treatment advances in the areas of Adult and Pediatric Intubation (airway management requiring insertion of appliances into the trachea), cervical-spine treatments and neurological protection, improved treatment for burn victims and the AED program (cardiac defibrillation), which is in service on all responding Brea units.

Paramedic Response History

Calendar Year	**2018**	**2019**	**2020**	**2021**	**2022**
Total Emergency Medical Calls(1)	3,948	3,832	3,660	4,079	4,341
Total Calls for Service from Fire Dept. (Including false alarm responses)(1)	4,917	4,893	4,823	5,145	5,396
Percent of Total	80.29%	78.3%	75.9%	79.3%	80.4%
(1) Data updated to include all call data reported from the Metro Cities Fire Authority Metro Net Communications Report					

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed at the July 11, 2023 Finance Committee meeting and was recommended for approval by the City Council.

FISCAL IMPACT/SUMMARY

Paramedic tax revenue is accounted for in the Paramedic Services Fund (Fund 174) separate from the City's General Fund. This fund was established to account for revenues generated from the paramedic tax and other revenues, as well as costs associated with the Brea Paramedic Program. This includes personnel costs for 24 full-time paramedic positions, one EMS Manager position and related costs to operate the program.

The proposed paramedic tax rate is $0.045 per $100 of Full Taxable Valuation. Based on an estimated Full Taxable Valuation (secured and unsecured value) of $11.868 billion, the estimated tax levy is $5.340 million.

The former Brea Redevelopment Agency (RDA), which was established in 1971, impacts the flow of paramedic tax revenues to the City. Property owners within the RDA project area pay the same property rate as if they were outside the RDA project area (non-RDA area properties). Paramedic tax for properties outside the RDA project area are remitted to the County and flow directly back to the City. However, under state law, property tax revenue (including the Paramedic Tax) remitted by property owners within the Redevelopment Project Areas go to the County and are first allocated to the Redevelopment Agency.

In 2012, Redevelopment Agencies were dissolved and Successor Agencies were established to pay off the remaining obligations for the former redevelopment agencies. As in all California cities, Brea's property taxes (including Paramedic Tax) remitted from properties in the project areas, are now allocated to Redevelopment Property Tax Trust Fund (RPTTF) and the portion needed to pay off the obligations for that fiscal year is forwarded to the Successor Agency. The remaining portion of the Paramedic Tax revenues allocated to the RPTTF are passed back to the City.

As the Successor Agency pays down the obligations of the former Redevelopment Agency, the Paramedic Tax revenues that were previously directed to the RDA and now the Successor Agency are slowly, but surely, coming back to the City for paramedic service sooner than they otherwise would have been.

The estimated paramedic tax levy, net of the amount retained by the Successor Agency, is projected to generate $5,340,765 to the City of Brea in Fiscal Year 2023-24. The revenue collected will cover approximately 78.3% of the $6,817,196 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of $1,105,699 and other revenue sources in the amount of $370,732.

RESPECTFULLY SUBMITTED:

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

Attachments

Resolution

RESOLUTION NO. 2023-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA FIXING THE RATE OF TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF BREA FOR THE FISCAL YEAR 2023-24 NECESSARY TO MAINTAIN A MOBILE INTENSIVE CARE PROGRAM KNOWN AS PARAMEDICS WITHIN THE AREA OF THE CITY OF BREA AND CERTIFYING SAID RATE OF TAXATION TO THE ORANGE COUNTY AUDITOR-CONTROLLER

A. RECITALS:

(i) During the General Municipal Election held March 7, 1978, the qualified electors of the City of Brea authorized the City, by and through the Council, to levy a property tax rate not exceed $0.20 per $100 of Assessed Valuation in addition to its maximum property tax rate established pursuant to Division 1, Part 4, Chapter 2 of the California Revenue and Taxation Code for the specific purpose of establishing and maintaining a mobile intensive care program known as Paramedics within the area of the City of Brea (said "Paramedic Program" hereafter).

(ii) In Fiscal Year 1981-82, the County of Orange implemented a policy concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in $0.045 per $100 Full Taxable Value as the tax levy for the Paramedic Program in years 1981-82 through 2021-22.

(iii) Information and evidence presented to this Council indicated that it would be necessary to expend a sum of approximately $6,817,196 during the Fiscal Year 2023-24 in order to maintain the Paramedic Program within the area of the City of Brea.

(iv) The revenue to be generated for Fiscal Year 2023-24 based on the tax levy of $0.045 per $100 of Full Taxable Value of the property within the City of Brea, exclusive of the revenue generated from the valuation within the Brea Community Redevelopment

Project areas and required to be allocated to the Successor Agency has been estimated to be $5,340,765.

(v) All legal prerequisites of the adoption of this resolution have occurred.

B. <u>RESOLUTION:</u>

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

1. In all respects as set forth in the Recitals, Part A of this Resolution.

2. There is hereby fixed and levied that the total rate of taxation of $0.045 per $100 of Full Taxable Value of all taxable property within the City of Brea, said taxation to be utilized to maintain a mobile intensive program known as the Paramedic Program within the area of Brea for the Fiscal Year 2023-24 and this Council hereby certifies said rate of taxation for that specified purpose to the Auditor-Controller of the County of Orange.

3. The City Clerk shall certify to the adoption of this Resolution and file with the Orange County Auditor-Controller, a certified copy hereof, on or before August 10, 2023.

APPROVED AND ADOPTED on this 18th day of July, 2023.

_____
Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 18th day of July, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

_____
Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2023-24

RECOMMENDATION

Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed $1,378,000 for various City vehicle and equipment described in the Annual Vehicles Replacement Plan for Fiscal Year (FY) 2023-24.

BACKGROUND/DISCUSSION

Each fiscal year, the vehicles used by various City departments are assessed to determine whether it is best to continue maintenance, retire, replace, or add new units. The determining factors include excessive mileage, unit hours, service life expectancy, maintenance cost history, safety and environmental impacts. The attached equipment list indicates the replacements or additions that were approved by the City Council as part of the FY 2023-24 Operating Budget. This list provides the equipment descriptions, quantities, estimated costs and departments where they will be assigned. The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, utilize competitively bid national cooperative agreements, or piggyback contracts to obtain the best available pricing.

Staff requests that City Council authorize the Purchasing Agent to issue purchase orders immediately after completing the best available pricing analysis without the need to return to City Council for approval of the individual awards for the following main reasons:

- Ensure the needed equipment is replaced in a timely fashion and without interruption in service
- Meet manufacturer production cutoff dates
- Take advantage of incentives and discounts
- Expedite the purchase of these items

Should any of the listed equipment be limited to a single source, the Purchasing Agent will verify and document the reasons for the sole source procurement prior to award.

To help facilitate operational and budgetary requirements, staff requests that City Council authorize the Fleet Supervisor and Purchasing Agent to make changes in the type and quantity of the listed equipment, subject to budget appropriations and the not-to-exceed amount requested.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their July 11, 2023, meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The City Council adopted Fiscal Year 2023-24 Budget has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works Department, Equipment Maintenance Division, expenditure account in Mobile Equipment (480-51-5161-4641), Field and Shop Equipment (480-51-5161-4621), Community Development Funds (110-22-2231-4641, 110-32-3242-4641, 110-51-5171-4641), and General Fund (110-51-5141-4641).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Rudy Correa, Superintendent, Fleet and Water Divisions
Concurrence: Michael Ho, P.E., Public Works Director/City Engineer

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Attachments

Annual Vehicle Equipment Replacement Plan F.Y 2023-24

VEHICLE REPLACEMENT SCHEDULE
Fiscal Year 2023-24

DEPARTMENT	UNIT #	REPLACEMENT	BUDGET	ACCESSORIES
***POLICE*-480-51-5161-4641**				
Admin Dodge Charger (Capt.)	1522	SUV/Sedan	$ 47,000	$ 6,000
BMW Motorcycle	1535	Motorcycle	$ 37,000	$ 1,000
VIPS	1617	Van/Truck	$ 37,000	$ 14,000
Detective	1715	SUV/Sedan	$ 37,000	$ 6,000
Detective	1717	SUV/Sedan	$ 37,000	$ 6,000
UV Interceptor -(994)	1430	Ford SUV	$ 55,000	$ 12,000
SEDAN-K9 (983K)	1801	Ford SUV	$ 55,000	$ 18,000
COMMAND-PATROL (967)	1629	Ford SUV	$ 55,000	$ 16,500
UV Interceptor -Patrol (952)	1813	Ford SUV	$ 55,000	$ 16,500
UV Interceptor -Patrol (956)	1814	Ford SUV	$ 55,000	$ 16,500
***PUBLIC WORKS*-480-51-5161-4641**				
Code Enforcement	1419	Pick up/SUV	$ 37,000	$ 1,000
Pickup-S	1405	3/4 Ton Pick up	$ 75,000	$ 8,000
Dump Truck 10-Wheeler-W	20010	Dump Truck	$ 195,000	$ 1,000
Dump Truck 6-Wheeler-W	20023	Dump Truck	$ 170,000	$ 1,000
Emergency Response Vehicle	27014	1-Ton Truck	$ 85,000	$ 1,000
NPDES	1412	Truck/SUV	$ 37,000	$ 1,000
***ADITTIONS*- 110-51-5141-4641**				
1/2 TON PICKUP-P (addition)		Truck	$ 45,500	
1/2 TON PICKUP-P (addition)		Truck	$ 45,500	
COMMUNITY DEVELOPMENT **110-22-2231-4641** **110-32-3242-4641** **110-51-5171-4641**				
Passenger Car (Addition)		Passenger Car	$ 35,000	
Passenger Car (Addition)		Passenger Car	$ 35,000	
		Total	**$1,230,000**	**$ 125,500**
***PUBLIC WORKS*-480-51-5161-4621**				
Brake Lathe	2003	B rake Lathe	$ 15,000	
Reference Software Tool	2015	Software Tool	$ 7,500	
480-5161-4621		**Total**	**$ 22,500**	
	Grand Total		**$ 1,378,000**	

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Award Contract to International Line Builders, Inc. dba ILB Electric, for the Traffic Signal Modification Project, CIP No. 7717

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, International Line Builders, Inc. dba ILB Electric, in the amount of $335,940.00 Base Bid (Schedule A) and Additive Bid (Schedule B); and,
4. Authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

During several regular Traffic Committee and City Council meetings, staff presented and discussed the Cliffwood Neighborhood Traffic Calming Improvements, CIP 7717 (“Project”). Following Traffic Committee and City Council feedback with approval to move forward on the design, the Plans and Specifications for the overall Project were developed, and the funding was programmed and approved in the Fiscal Year 2021/22 Capital Improvement Program (“CIP”) budget.

The Project includes modifications to traffic signals and equipment, pavement striping, and signage at the following three intersections (Attachment A):

1. Lambert Road at Cliffwood Avenue-Cliffwood Park Street (Schedule A)
2. State College Boulevard at Cliffwood Avenue (Schedule B)
3. State College Boulevard at Balsa Avenue (Schedule B)

On August 9, 2022, staff presented the current plans for the three intersections. It recommended the City Council approve the purchase of the signal pole equipment from Walters Wholesale Electric Co. for $72,995.24 and approve the plans and specifications only for the Lambert Road at Cliffwood Avenue-Cliffwood Park Street intersection project. City Council approved the staff’s recommendations. Soon thereafter, staff ordered the signal pole equipment, which took seven months to deliver to the City. Concurrently, based on the long lead time for the signal pole equipment, staff completed a value engineering assessment for the improvements at the three intersections and developed a combined set of Plans and Specifications for an economy-of-scale bid set. As previously mentioned, the Plans and Specifications were approved by City Council on August 9, 2022, for Lambert Road at Cliffwood Avenue-Cliffwood Park Street Project (herein referred to as Schedule A). However, the bid-ready set was modified to include the State College

Boulevard at Cliffwood Avenue & Balsa Avenue project (Schedule B). Therefore, at this time, the staff recommends City Council consider approving the Plans and Specifications for the Schedule A and Schedule B Projects.

On April 14, 2023, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper before bid opening. A hard copy of the Bid Documents is available at the City Clerk's office for review (Attachment B). There were no addenda issued during the bid period. Therefore, the staff recommends City Council approve the Plans and Specifications as bid.

On May 16, 2023, staff received seven (7) bid proposals (see Bid Result Table). Soon thereafter, staff tabulated the bid proposal and determined that the apparent low Base Bid (Schedule A) amount was $137,067.00 with an Additive Bid (Schedule B) amount bid of $198,873.00 from International Line Builders, Inc. dba ILB Electric ("ILB") from Corona, CA (Attachment C). The combined Bid Amount for Schedule A and Schedule B is $335,940.00. The Engineer's Estimate was a combined $320,000.00. Staff evaluated the bid proposal and determined that the bid unit prices from ILB's proposal were considered reasonable as compared to the Engineer's Estimate and current unit prices.

BIDDER NAME	BID AMOUNT
Comet Electric	SCH A (Base Bid): $172,861.00
	SCH B (Add Bid): $146,868.00
	TOTAL A+B: $319,729.00
DBX, Inc.	SCH A (Base Bid): $181,851.00
	SCH B (Add Bid): $248,830.00
	TOTAL A+B: $430,681.00
International Line Builders (ILB Electric)	SCH A (Base Bid): $137,067.00
	SCH B (Add Bid): $198,873.00
	TOTAL A+B: $335,940.00
Crosstown Electric	SCH A (Base Bid): $161,512.00
	SCH B (Add Bid): $221,455.00
	TOTAL A+B: $382,967.00
Belco Elecnor Group	SCH A (Base Bid): $267,500.00
	SCH B (Add Bid): $166,000.00
	TOTAL A+B: $433,500.00
California Professional Engineering	SCH A (Base Bid): $142,900.00
	SCH B (Add Bid): $217,695.00

	TOTAL A+B: $360,595.00
Select Electrical Engineering	SCH A (Base Bid): $183,513.00
	SCH B (Add Bid): $113,984.00
	TOTAL A+B: $297,497.00

The Bid Documents specify that the basis of the award will be determined on the lowest responsive and responsible bid for Schedule A. However, the City Council may consider awarding the Base Bid (Schedule A) and Additive Bid (Schedule B), only awarding the Base Bid (Schedule A), only Additive Bid (Schedule B), or rejecting all bids.

ILB Electric has been in the construction business for 39 years and has completed the construction of similar signal improvement projects for the City of Los Angeles, City of Norwalk, and City of Downey. Their California Contractor's license is 782515 – A (General Engineering) and C-10 (Electrical), and Department of Industrial Relations registration number is 1000007032. Staff verified both, and their bid package meets the City's proposal requirements. In addition, staff contacted the City of Downey, where the contractor received a favorable review. Furthermore, based on the aforementioned bid review, staff has determined ILB Electric's Base Bid (Schedule A) and Additive Bid (Schedule B) be responsive and that they are a responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to ILB Electric as the apparent lowest responsive and responsible bidder for the Base Bid (Schedule A) and that the City Council also consider including the Additive Bid (Schedule B) as part of Contract for a total Contract amount of $335,940.00 (Attachment D).

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their July 11, 2023, meeting and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The approved FY 2023-2024 CIP Project budget for Construction, Signal Pole Equipment, and Construction Engineering is $505,465.00. The total cost for Construction, Signal Pole Equipment, and Construction Engineering for the recommended Contract award (Schedule A and Schedule B) is $492,529.24, which includes the apparent low Base Bid (Schedule A) + Additive Bid (Schedule B) amount ($335,940.00), a 10% contingency ($33,594.00), Signal Pole Equipment ($72,995.24), and Construction Engineering costs ($50,000.00). The sources of funds within the approved budget are from Traffic Impact Fund (Fund 540). Therefore, there are sufficient funds to complete the Project construction. Upon completion of the Project, all remaining funds will be retained in Project 7717 for further traffic improvements. There is no fiscal impact on the General Fund from this Project. See the budget table below:

DESCRIPTION	AMOUNT
Construction (International Line Builders Contract)	$335,940.00
Construction Contingency (10%)	$33,594.00
Signal Pole Equipment Purchase	$72,995.24
Construction Engineering	$50,000.00
Total Construction Cost	**$492,529.24**

Approved FY 2023-24 Budget	**$505,465.00**

The Project will modify traffic signals, pavement striping, and signage at three locations as part of the Cliffwood Neighborhood Traffic Calming Improvements. If City Council approves staff recommendations, the Project is anticipated to start construction in August 2023 and be completed by November 2023.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Ryan Chapman, P.E., Assistant City Engineer
Concurrence: Michael Ho, P.E., Public Works Director/City Engineer

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Attachments

Attachment A - Location Map

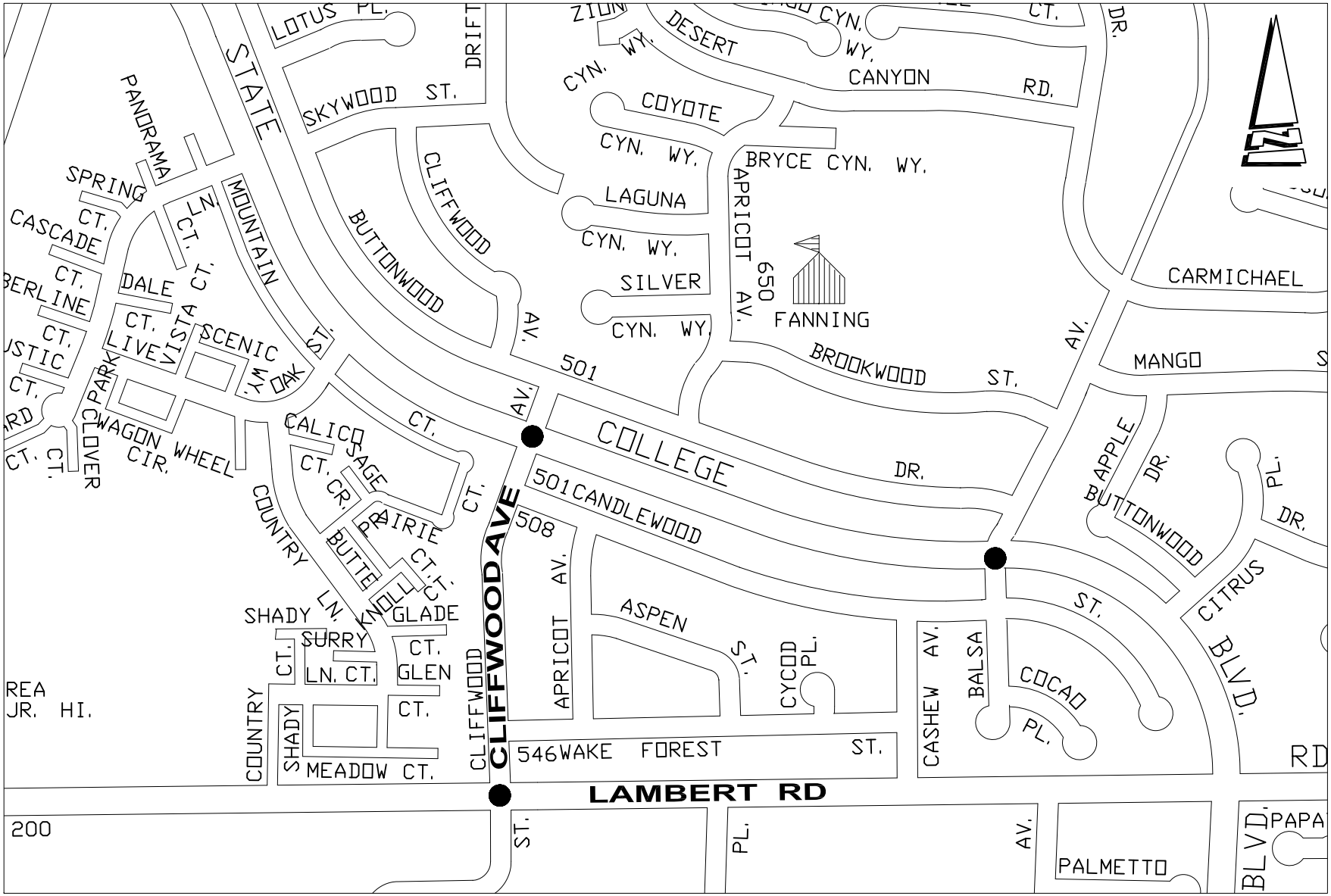
Attachment B - Bid Documents

Attachment C - Bid Proposal

Attachment D - Construction Contract Agreement

PROJECT 7717

TRAFFIC SAFETY ENHANCEMENTS - CLIFFWOOD NEIGHBORHOOD TRAFFIC CALMING IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

CITY OF BREA

PUBLIC WORKS DEPARTMENT

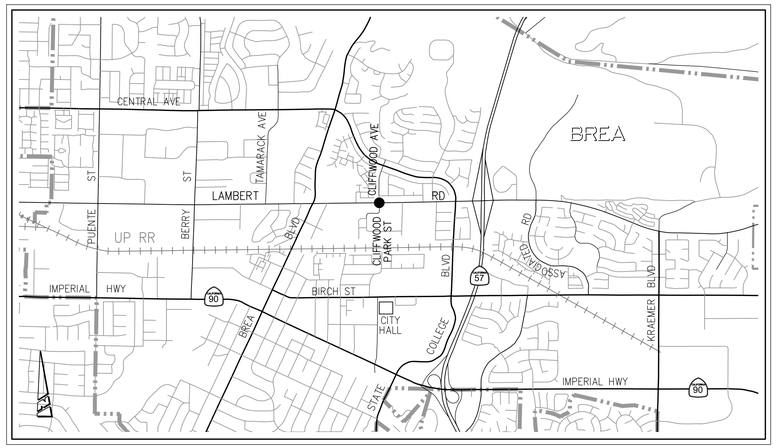
TRAFFIC SIGNAL MODIFICATION PROJECT

LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET

SCHEDULE A

GENERAL NOTES (ALL SHEETS) :

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BREA STANDARDS AND SPECIFICATIONS, THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND STANDARD SPECIFICATIONS LATEST EDITION AND UPDATES, CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD 2014), THE SPECIAL PROVISIONS, AND AS DIRECTED BY THE CITY'S REPRESENTATIVE.
2. LOCATION OF UTILITIES AND SUBSTRUCTURES HAVE BEEN SHOWN FROM A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT AT 811, AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND NOTIFY ALL AFFECTED AGENCIES AND UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
4. WHERE DAMAGE IS CAUSED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR SHALL AT HIS EXPENSE REPAIR OR REPLACE DAMAGED FACILITIES PROMPTLY IN ACCORDANCE WITH CALTRANS SPECIFICATIONS, TO THE SATISFACTION OF THE AFFECTED UTILITY, AND THE ENGINEER IN THE FIELD. WHERE SIDEWALKS, CURBS, OR GUTTERS ARE TO BE REPAIRED, THE REPAIRS SHALL BE MADE BY REMOVING AND REPLACING THE ENTIRE SECTION BACK TO THE NEAREST SCORING LINES AND NOT BY REFINISHING THE DAMAGED PORTION.
5. ALL EXISTING EQUIPMENT AND MATERIALS REMOVED AS PART OF THE UPGRADE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OR SALVAGED TO THE CITY AT THE CITY'S REQUEST.
6. SPLICING OF SIGNAL CONDUCTORS IS NOT PERMITTED. CONDUCTOR CONNECTIONS WILL ONLY BE MADE AT THE TERMINAL COMPARTMENTS, AND CONTROLLERS. ALL WIRING AND EQUIPMENT SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
7. ALL NEW CONDUIT SHALL BE SCHEDULE 80 POLYVINYL CHLORIDE (PVC) TYPE UNLESS OTHERWISE NOTED. NEW CONDUIT SHALL BE PULLED THROUGH OPPOSITE ENDS OF PULL BOXES USING 45° U.L. APPROVED ELBOWS, UNLESS OTHERWISE INDICATED ON THE PLANS.
8. ALL CONDUIT SHALL BE INSTALLED A MINIMUM OF 18" UNDER SIDEWALK AND 30" UNDER PAVEMENT, UNLESS DIRECTED OTHERWISE BY THE CITY'S REPRESENTATIVE. TRENCHED CONDUIT SHALL BE SECURED IN A MANNER TO PREVENT FLOATING WHEN BACKFILLED WITH SLURRY.
9. BORE AND JACK METHOD SHALL BE USED FOR THE INSTALLATION OF CONDUIT, UNLESS OTHERWISE APPROVED BY THE CITY'S REPRESENTATIVE.
10. THE CONTRACTOR SHALL VERIFY WITH THE ENGINEER THE PRECISE FIELD LOCATIONS OF ALL EQUIPMENT PRIOR TO INSTALLATION OF EQUIPMENT OR WIRING.
11. NO LANES MAY BE CLOSED OR OBSTRUCTED AT ANY TIME UNLESS SPECIFICALLY ALLOWED AND AS DIRECTED BY THE CITY'S REPRESENTATIVE. SINGLE LANE CLOSURES ARE ALLOWED ON LAMBERT ROAD BETWEEN THE HOURS OF 9:00 AM AND 3:00 PM.
12. THE TRAFFIC SIGNALS SHALL REMAIN IN OPERATION AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE CITY'S REPRESENTATIVE.
13. POTHOLING REQUIRED FOR UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST FOR THE POTHOLING REQUIRED SHALL BE INCLUDED IN THE CONTRACT BID PRICE.
14. THE CONTRACTOR SHALL FULL DEPTH POTHOLE THE NEW TRAFFIC SIGNAL FOUNDATION LOCATIONS BEFORE USING MECHANICAL DIGGING EQUIPMENT TO CONFIRM THERE ARE NO UNDERGROUND CONFLICTS WITH PROPOSED FOUNDATIONS.
15. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER 72 HOURS PRIOR TO CONSTRUCTION FOR SCHEDULING ALL INSPECTIONS.
16. SIGNAL CONDUCTORS AND COMMUNICATION CABLES BEING REMOVED AND REINSTALLED AS PART OF THE PROJECT SHALL BE RECONNECTED.
17. CONTRACTOR SHALL REMOVE ALL EXISTING WIRING AND CONDUCTORS NOT REUSED.
18. SHADED AREAS DENOTE VEHICLE DETECTION ZONES.
19. VEHICLE DETECTION ZONES SHALL BE PRECISELY MEASURED AND THE CONTRACTOR SHALL MARK THE LOCATION WITH TEMPORARY MARKINGS THAT ARE READILY VISIBLE ON THE VIDEO DETECTOR MONITOR. RELOCATION OF EXISTING VIDEO DETECTION CAMERAS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. EXACT LOCATION OF THE DETECTION ZONES SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS REPRESENTATIVE. EXACT PLACEMENT OF THE VIDEO CAMERAS SHALL BE DETERMINED IN THE FIELD BY THE MANUFACTURER'S REPRESENTATIVE.
20. ALL SIGNAL HEADS SHALL BE 12".
21. ALL PEDESTRIAN INDICATIONS SHALL LED COUNTDOWN PEDESTRIAN HEADS.
22. ALL WIRES SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER UNIT CABINET FOR IDENTIFICATION.
23. CONDUCTOR SCHEDULE IS PROVIDED AS AN INSTALLATION GUIDELINE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
24. NEW PEDESTRIAN PUSH BUTTON ASSEMBLIES SHALL BE MOUNTED AT 3'-6" ABOVE THE FINISHED SURFACE, MEASURED FROM THE SURFACE WHERE THE PEDESTRIAN IS LOCATED. PEDESTRIAN BUTTONS SHALL COMPLY WITH ADA REQUIREMENTS.
25. ANY MODIFICATION OF OR CHANGES TO APPROVED PLANS MUST BE APPROVED BY THE CITY ENGINEER.
26. EXISTING CONDUIT NOT SHOWN TO BE ABANDONED SHALL BE REUSED. ALL EXISTING CONDUIT NOT SHOWN TO BE REUSED SHALL BE ABANDONED.
27. ALL PULL BOX LIDS SHALL BE IN PLACE AT THE END OF EACH WORKING DAY TO PREVENT TRIP/FALL HAZARDS.
28. THE LOCATION OF PROPOSED POLES ARE APPROXIMATE AND MAY BE CHANGED TO SUIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
29. THE CONTRACTOR SHALL ARRANGE TO HAVE TECHNICIANS QUALIFIED TO WORK ON THE INSTALLATION AND RELOCATION OF THE VIDEO DETECTION CAMERA, AND EMERGENCY VEHICLE PRE-EMPTIOM (EVP). EACH TECHNICIAN EMPLOYED BY THE INDICATED MANUFACTURER OR THE MANUFACTURER'S REPRESENTATIVE, SHALL BE PRESENT AT THE TIME OF THE SYSTEM TURN-ON.
30. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BIDDING.



LOCATION MAP
NOT TO SCALE

31. ALL TRAFFIC CONTROL EQUIPMENT, SIGNS, BARRICADES, AND FLASHING BEACONS USED IN THE PUBLIC RIGHT-OF-WAY AND DISPLAYED ON CONSTRUCTION VEHICLES ARE TO BE IN ACCORDANCE WITH STATE OF CALIFORNIA REQUIREMENTS AND BE IN LIKE NEW CONDITION. ALL LANE AND SIDEWALK CLOSURES ARE TO BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE CA MUTCD AND/OR WATCH MANUAL TO THE SATISFACTION OF THE CITY INSPECTOR AND CITY TRAFFIC ENGINEER.
32. ALL INACTIVE VEHICLE AND PEDESTRIAN INDICATIONS ARE TO BE COVERED WITH FITTED COVERS DESIGNED FOR SUCH PURPOSE. TURNING VEHICLE INDICATIONS AWAY FROM TRAFFIC DOES NOT RELIEVE THE CONTRACTOR OF THIS REQUIREMENT.
33. THE CONTRACTOR IS TO COORDINATE THE INSTALLATION OF THE NEW INDICATIONS FOR NORTHBOUND TRAFFIC WITH THE CITY SUCH THAT INSTALLATION OF THE NORTHBOUND VEHICLE INDICATIONS OCCURS AFTER THE NEW TIMING AND PHASING SEQUENCE HAS BEEN IMPLEMENTED.
34. ALL PAVEMENT MARKINGS ARE TO BE PER PLANS AND SPECIFICATIONS.
35. CONTRACTOR SHALL INSTALL TEMPORARY ORANGE WARNING FLAGS ON ALL MAST-ARMS AND NEW SIGNAL INDICATIONS.
36. FINAL LOCATION OF NEW TRAFFIC SIGNAL POLES SHALL BE DETERMINED IN THE FIELD, AFTER THE PERFORMANCE OF POTHOLING, AND SHALL BE APPROVED BY THE CITY REPRESENTATIVE.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION	NO. OF SHEETS
1	TITLE SHEET	1
2	TRAFFIC SIGNAL MODIFICATION PLAN	1
		2

ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE TO THE PROPOSED IMPROVEMENTS. TO THE BEST OF OUR KNOWLEDGE, AT THE LOCATIONS ON THE PLANS THAT SHOW UTILITIES, THERE ARE NO OTHER EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THOSE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 811 TWO WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT INVOLVING UNDERGROUND FACILITIES, ISSUED BY ANY OF THE VARIOUS PUBLIC WORKS DEPARTMENTS, SHALL BE VALID UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

LAMBERT RD AT CLIFFWOOD AVE-CLIFFWOOD PARK ST TRAFFIC SIGNAL MODIFICATION PROJECT NUMBER: 7717

AGA Job No. : 105-004
AGA File Name: LAMCLIMD.dwg
Print Date : 7/11/2022
Last Revision : 7/11/2022

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

AGA Engineers, Inc.
(714) 992-4592
agaengineersinc.com
TRANSPORTATION CONSULTING ENGINEERS
211 Imperial Highway, Suite 208 Fullerton, CA 92835

	INITIALS	DATE
DRAWN BY:	J.E.	4/5/2022
DESIGNED BY:	J.E.	4/5/2022
CHECKED BY:	I.S	4/5/2022

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER IGNACIO SANCHEZ HERNANDEZ No. 72073 CIVIL STATE OF CALIFORNIA

Ignacio Sanchez 7/11/22
IGNACIO SANCHEZ H. R.C.E. NO. 72073 DATE

APPROVED BY:

MICHAEL HO, P.E., DEPUTY DIRECTOR/CITY ENGINEER DATE
R.C.E. NO.: 70299 EXP. DATE: 9/20/2024

BREA CALIFORNIA
CITY OF BREA
PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION
TITLE SHEET

SHEET 1 OF 2

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

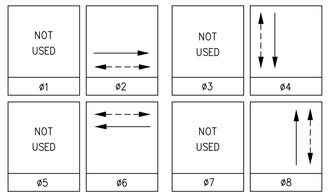
CONDUCTOR SCHEDULE

AWG SIZE, WIRE OR CABLE TYPE	STD	PHASES	CONDUIT SIZE AND RUN NUMBER 1	2	3	4	5
12 WIRE CONDUCTOR CABLE 11–#14 1–#12	1	ø1,ø6,ø6P /ø7PPB	1/1	1/1	1/1	1/1	–
	2	ø8,ø7P /ø6PPB	1/1	1/1	1/1	1/1	–
	3	ø1,ø8,OLA,ø4P /ø6PPB	–	1/1	1/1	1/1	–
	4	ø5,ø6,ø6P /ø4PPB	–	1/1	1/1	1/1	–
	5	ø2,ø5,ø2P –	–	–	1(N)/–	1(N)/–	–
	6	– /ø4PPB	–	–	–/1	–/1	–
	7	ø3,OLB,ø8,OLA,ø4P /ø2PPB	–	–	1/1	1/1	–
3 WIRE CONDUCTOR CABLE	8	ø3,OLB,ø7P /ø2PPB	–	–	1/1	1/1	1/1
	9	/ø7PPB	–	–	–/1(N)	–/1(N)	–/1(N)
	10	ø1,ø2,ø2P	–	–	1/1(R)	1/1(R)	1/1(R)
		TOTAL CABLES	2/2	4/4	8/8	8/8	2/2
#10		LUMINAIRE	2	2	4	4	2
		OPTICOM MODEL 1070 GPS CABLE	–	–	1(N)	1(N)	–
12SMFO		SINGLE MODE FIBER OPTIC CABLE (BY OTHERS)	–	–	–	1	–
72SMFO		SINGLE MODE FIBER OPTIC CABLE (BY OTHERS)	–	–	1	–	1
*		VIDEO CABLE	1	2	3,1(N)	3,1(N)	1
3#16		VIDEO POWER CABLE	1	2	3,1(N)	3,1(N)	1
CONDUIT PERCENT FILL			38%	19%	30%	34%	29%
CONDUIT SIZE			2"	4"	2–2.5",3"	2–3"	2.5"

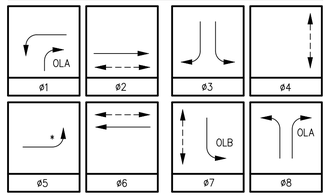
* BELDEN #8281 COAXIAL CABLE
ALL CONDUITS AND CONDUCTORS ARE EXISTING UNLESS OTHERWISE INDICATED AS NEW (N), REMOVE (R), OR BY OTHERS.

NOTE: THE CONDUCTOR SCHEDULE IS PROVIDED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION.

EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



OPERATION: * ø5 LEAD/LAG CONDITIONAL SERVICE OPERATION
OLA: RIGHT–TURN OVERLAP
OLB: LEFT–TURN OVERLAP
EXCLUSIVE PHASES: ø3, ø4, & ø7
ø8 EXCLUSIVE LAG PHASE

POLE SCHEDULE

No.	STANDARD TYPE	HGT.	SIG. M.A.	LUM. M.A.	LUMINAIRE HPS	RSNS LEGEND	SIGNAL MOUNTING VEHICLE				PED	PPB PHASE	POLE LOCATION A	B	C	D	E	REMARKS
1	29–5–100	30'	45'*	15'	250W(R)	Cliffwood Ave(R)	MAS	MAS	MAS	SV–1–T	SP–1–T	ø7	–	–	7'	–	4'	
2	1–A(E)	10'	–	–	–	–	–	–	–	TV–1–T	SP–1–T(E)	ø6	EXISTING					
3	17–3–70(E)	30'	15'(E)	10'(E)	250W(E)	Lambert Rd(R)	MAS–5A	–	–	SV–1–T	SP–1–T(E)	ø6	EXISTING					
4	1–A(E)	10'	–	–	–	–	–	–	–	TV–2–T	SP–1–T(E)	ø4	EXISTING					
5	29–5–100	30'	45'*	15'	250W(R)	Cliffwood Ave(R)	MAS	MAS	MAS	SV–1–T	SP–1–T	–	–	–	9.5'	–	4'	FLAT LUMINAIRE
6	PPB POST(E)	4'–6"	–	–	–	–	–	–	–	–	–	ø4(E)	EXISTING					
7	1–A(E)	10'	–	–	–	–	–	–	–	TV–2–T	SP–1–T(E)	ø2	EXISTING					
8	17–3–70(E)	30'	20'(E)	10'(E)	250W(E)	Lambert Rd(R)	MAS–4B	–	–	SV–1–T	SP–1–T(E)	ø2	EXISTING					
9	PPB POST	4'–6"	–	–	–	–	–	–	–	–	–	ø7	24'	–	–	–	3'	
10	1–A(E)	10'	–	–	–	–	–	–	–	TV–2–T	SP–1–T(E)	–	EXISTING					

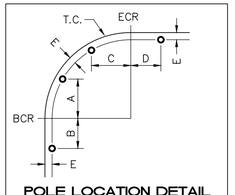
ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED AS (E) EXISTING OR (R) RELOCATED.
NOTE: LOCATION OF POLES IN POLE SCHEDULE IS TENTATIVE, FINAL LOCATION OF THE POLES SHALL BE DETERMINED IN THE FIELD BY THE CITY REPRESENTATIVE AFTER POTHOLING IS PERFORMED.
RSNS = REFLECTORIZED STREET NAME SIGN.
* INSTALL AN ADAPTER PLATE FOR 45' MAST–ARM.

STANDARD NOTES (THIS SHEET):

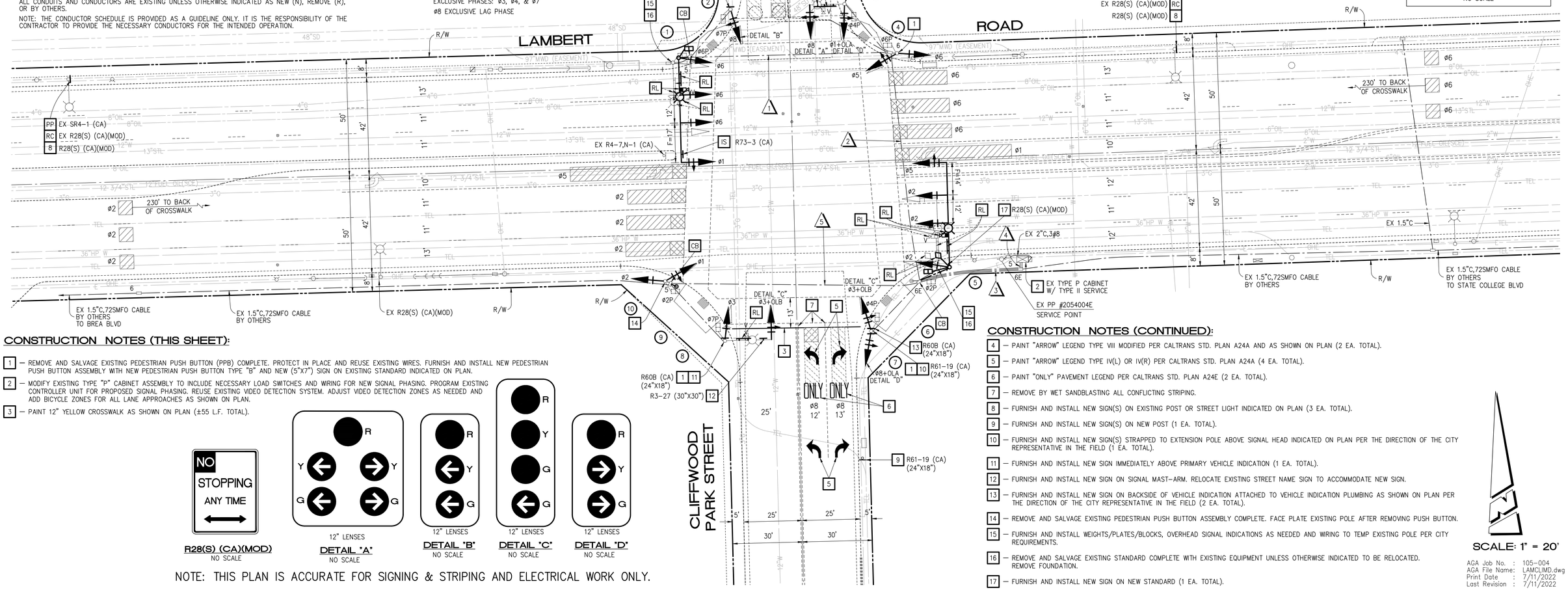
CB – INSTALL CONDUIT INTO EXISTING PULL BOX
IS – INSTALL SIGN ON SIGNAL MAST ARM
PP – PROTECT IN PLACE
RC – EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
RL – RELOCATE EQUIPMENT

ABBREVIATIONS:

EVP	EMERGENCY VEHICLE PRE–EMPTION
EX	EXISTING
RC	RED CURB
LED	LIGHT–EMITTING DIODE
ECR	END OF CURB RETURN
BCR	BEGINNING OF CURB RETURN
TC	TOP OF CURB
R/W	RIGHT–OF–WAY
MOD	MODIFIED



POLE LOCATION DETAIL
NO SCALE



CONSTRUCTION NOTES (THIS SHEET):

1 – REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON (PPB) COMPLETE. PROTECT IN PLACE AND REUSE EXISTING WIRES. FURNISH AND INSTALL NEW PEDESTRIAN PUSH BUTTON ASSEMBLY WITH NEW PEDESTRIAN PUSH BUTTON TYPE "B" AND NEW (5"X7") SIGN ON EXISTING STANDARD INDICATED ON PLAN.

2 – MODIFY EXISTING TYPE "P" CABINET ASSEMBLY TO INCLUDE NECESSARY LOAD SWITCHES AND WIRING FOR NEW SIGNAL PHASING. PROGRAM EXISTING CONTROLLER UNIT FOR PROPOSED SIGNAL PHASING. REUSE EXISTING VIDEO DETECTION SYSTEM. ADJUST VIDEO DETECTION ZONES AS NEEDED AND ADD BICYCLE ZONES FOR ALL LANE APPROACHES AS SHOWN ON PLAN.

3 – PAINT 12" YELLOW CROSSWALK AS SHOWN ON PLAN (±55 L.F. TOTAL).

R28(S) (CA)(MOD) NO SCALE
DETAIL "A" NO SCALE
DETAIL "B" NO SCALE
DETAIL "C" NO SCALE
DETAIL "D" NO SCALE

NOTE: THIS PLAN IS ACCURATE FOR SIGNING & STRIPING AND ELECTRICAL WORK ONLY.

CONSTRUCTION NOTES (CONTINUED):

4 – PAINT "ARROW" LEGEND TYPE VIII MODIFIED PER CALTRANS STD. PLAN A24A AND AS SHOWN ON PLAN (2 EA. TOTAL).
5 – PAINT "ARROW" LEGEND TYPE IV(L) OR IV(R) PER CALTRANS STD. PLAN A24A (4 EA. TOTAL).
6 – PAINT "ONLY" PAVEMENT LEGEND PER CALTRANS STD. PLAN A24E (2 EA. TOTAL).
7 – REMOVE BY WET SANDBLASTING ALL CONFLICTING STRIPING.
8 – FURNISH AND INSTALL NEW SIGN(S) ON EXISTING POST OR STREET LIGHT INDICATED ON PLAN (3 EA. TOTAL).
9 – FURNISH AND INSTALL NEW SIGN(S) ON NEW POST (1 EA. TOTAL).
10 – FURNISH AND INSTALL NEW SIGN(S) STRAPPED TO EXTENSION POLE ABOVE SIGNAL HEAD INDICATED ON PLAN PER THE DIRECTION OF THE CITY REPRESENTATIVE IN THE FIELD (1 EA. TOTAL).
11 – FURNISH AND INSTALL NEW SIGN IMMEDIATELY ABOVE PRIMARY VEHICLE INDICATION (1 EA. TOTAL).
12 – FURNISH AND INSTALL NEW SIGN ON SIGNAL MAST–ARM. RELOCATE EXISTING STREET NAME SIGN TO ACCOMMODATE NEW SIGN.
13 – FURNISH AND INSTALL NEW SIGN ON BACKSIDE OF VEHICLE INDICATION ATTACHED TO VEHICLE INDICATION PLUMBING AS SHOWN ON PLAN PER THE DIRECTION OF THE CITY REPRESENTATIVE IN THE FIELD (2 EA. TOTAL).
14 – REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON ASSEMBLY COMPLETE. FACE PLATE EXISTING POLE AFTER REMOVING PUSH BUTTON.
15 – FURNISH AND INSTALL WEIGHTS/PLATES/BLOCKS, OVERHEAD SIGNAL INDICATIONS AS NEEDED AND WIRING TO TEMP EXISTING POLE PER CITY REQUIREMENTS.
16 – REMOVE AND SALVAGE EXISTING STANDARD COMPLETE WITH EXISTING EQUIPMENT UNLESS OTHERWISE INDICATED TO BE RELOCATED. REMOVE FOUNDATION.
17 – FURNISH AND INSTALL NEW SIGN ON NEW STANDARD (1 EA. TOTAL).

SCALE: 1" = 20'

AGA Job No. : 105–004
AGA File Name: LAMCLIMD.dwg
Print Date : 7/11/2022
Last Revision : 7/11/2022

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

AGA Engineers, Inc.
(714) 992–4592
agaengineersinc.com
TRANSPORTATION CONSULTING ENGINEERS
211 Imperial Highway, Suite 208 Fullerton, CA 92835

	INITIALS	DATE
DRAWN BY:	JE	4/5/2022
DESIGNED BY:	JE/IS	4/5/2022
CHECKED BY:	IS	4/5/2022

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER IGNACIO SANCHEZ HERNANDEZ No. 72073 CIVIL STATE OF CALIFORNIA
Ignacio Sanchez 7/11/22
IGNACIO SANCHEZ H. R.C.E. NO. 72073 DATE

CITY OF BREA
BREA CALIFORNIA
PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION PLAN
SCHEDULE A
LAMBERT ROAD
AT
CLIFFWOOD AVENUE – CLIFFWOOD PARK STREET

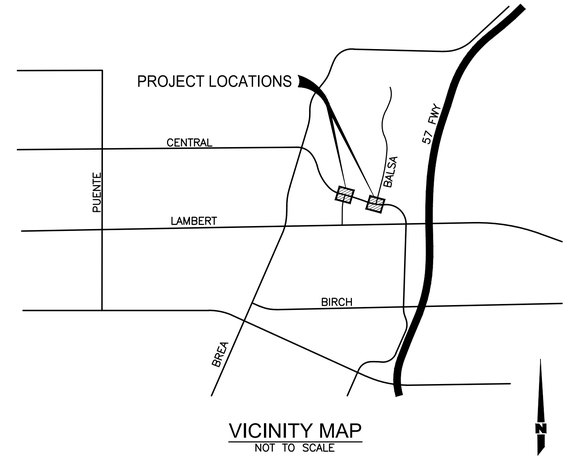
SHEET 2 OF 2

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

CONSTRUCTION PLANS
FOR
STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE
TRAFFIC SIGNAL MODIFICATION PLANS
CIP NO. 7717
SCHEDULE B

BREA CALIFORNIA

IN THE
CITY OF BREA, CALIFORNIA



VICINITY MAP
NOT TO SCALE

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

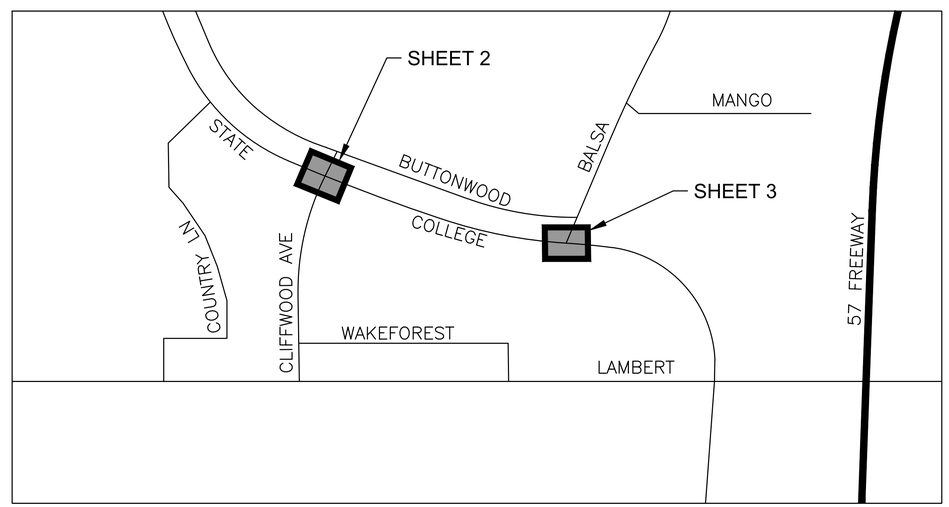
THE CONTRACTOR AND ALL SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND ALL SUBCONTRACTOR'S COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

CONTRACTOR FURTHER AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE CIVIL ENGINEER.

PROJECT CONTACTS

SERVICES / COMPANY	CONTRACT PERSON	EMERGENCY TELEPHONE NO.
TIME WARNER COMMUNICATION	DAVE GATE	(714) 903-8380 OR 903-8260
AT&T-TCA	MARIA GUZMAN	(714) 666-5467
SOUTHER CALIFORNIA GAS CO.	STEVE ALCALA	(714) 634-3185
SOUTHERN CALIFORNIA EDISON	VICTOR PEDROZA	(714) 870-3228
VERIZON TELEPHONE	TOM MONAHAN	(562) 903-7939
CALIF. DOMESTIC MUN. WATER CO.	CHE VENEGA	(562) 947-3811
GOLDEN STATE WATER CO.	STAN YARBROUGH	(714) 535-8010 EXT. 320
OC METROPOLITAN WATER DIST.	KIERAN CALLANAN	(213) 217-7474
CHEVRON OIL	MIKE ROBERTS	(714) 228-1530
SHELL PIPELINE., LP	DAVID FELGER	(310) 816-2063
EXXON-MOBIL PIPELINE CO.	TERI SHINDE	(310) 212-1794
CONOCO PHILLIPS	LEO MARTINEZ	(805) 226-2656
CENTURYLINK - LEVEL 3	CALEB KING	(918) 547-0007
CRIMSON PIPELINE, LP	APRIL C. HARVEY	(562) 285-4112
PLAINS ALL AMERICAN PIPELINE	MICHAEL EIDMAN	(562) 728-2394
CITY ENGINEER	MICHAEL HO	(714) 990-7666
BREA WATER DEPARTMENT		(714) 990-7697
BREA MAINTENANCE DEPT.		(714) 990-7691
BREA POLICE DEPT.		(714) 990-7626
BREA FIRE DEPT. - ADMINISTRATION		(714) 990-7644
BREA-OLINDA UNIFIED SCHOOL DIST.		(714) 990-7800
BREA DISPOSAL		(714) 238-3300
BREA POST OFFICE		(714) 529-2163



INDEX TO SHEETS
NOT TO SCALE

ENGINEER'S NOTES TO CONTRACTOR

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BREA STANDARD PLANS, CALTRANS STANDARD PLANS (2018), SPPWC STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015).
2. THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
3. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
4. ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
6. AT ALL TIMES, GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND EFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT WITH STRAIGHT LINES AT THE LINE OF REMOVAL.
9. ALL WORK IN THE PUBLIC RIGHT-OF-WAY, ONCE BEGUN, MUST BE DILIGENTLY PURSUED UNTIL COMPLETION AS SOON AS POSSIBLE.
10. ALL TEMPORARY TRAFFIC CONTROLS AND WORK HOURS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BREA AND THE LATEST EDITIONS OF THE CAMUTCD AND THE WORK AREA TRAFFIC CONTROL HANDBOOK.

UNAUTHORIZED CHANGES AND USES:

THE CIVIL ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE CITY OF BREA.

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	STATE COLLEGE AT CLIFFWOOD TRAFFIC SIGNAL IMPROVEMENTS
3	STATE COLLEGE AT BALSA TRAFFIC SIGNAL IMPROVEMENTS

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED UNDER THE SUPERVISION OF:
RICK KREUZER, PE — DATE 04/13/23
R.C.E. NO. 42407
Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

CITY REVIEW BLOCK

	REVIEWED BY	DATE
ENGINEERING		
TRAFFIC ENGINEERING		
MAINTENANCE - STREET		
MAINTENANCE - WATER		
MAINTENANCE - PARKS		

APPROVED BY:
CITY ENGINEER
R.C.E. NO.: EXP. DATE:

CITY OF BREA
PUBLIC WORKS DEPARTMENT

STATE COLLEGE BOULEVARD AT CLIFFWOOD AVE & BALSA AVE
TRAFFIC SIGNAL MODICATION PLANS
TITLE SHEET

SHEET 1 OF 3

STATE COLLEGE BLVD – CLIFFWOOD & BALSA SIGNAL MODS. CIP 7717

4/13/2023 2:26:57 PM – L:\112-BREA\026- STATE COLLEGE & CLIFFWOOD TRAFFIC SIGNAL\DESIGN\SHEETS\01 STATE COLLEGE.DWG – EDDIE MENDOZA

BID DOCUMENTS - FOR BIDDIING PURPOSES ONLY!

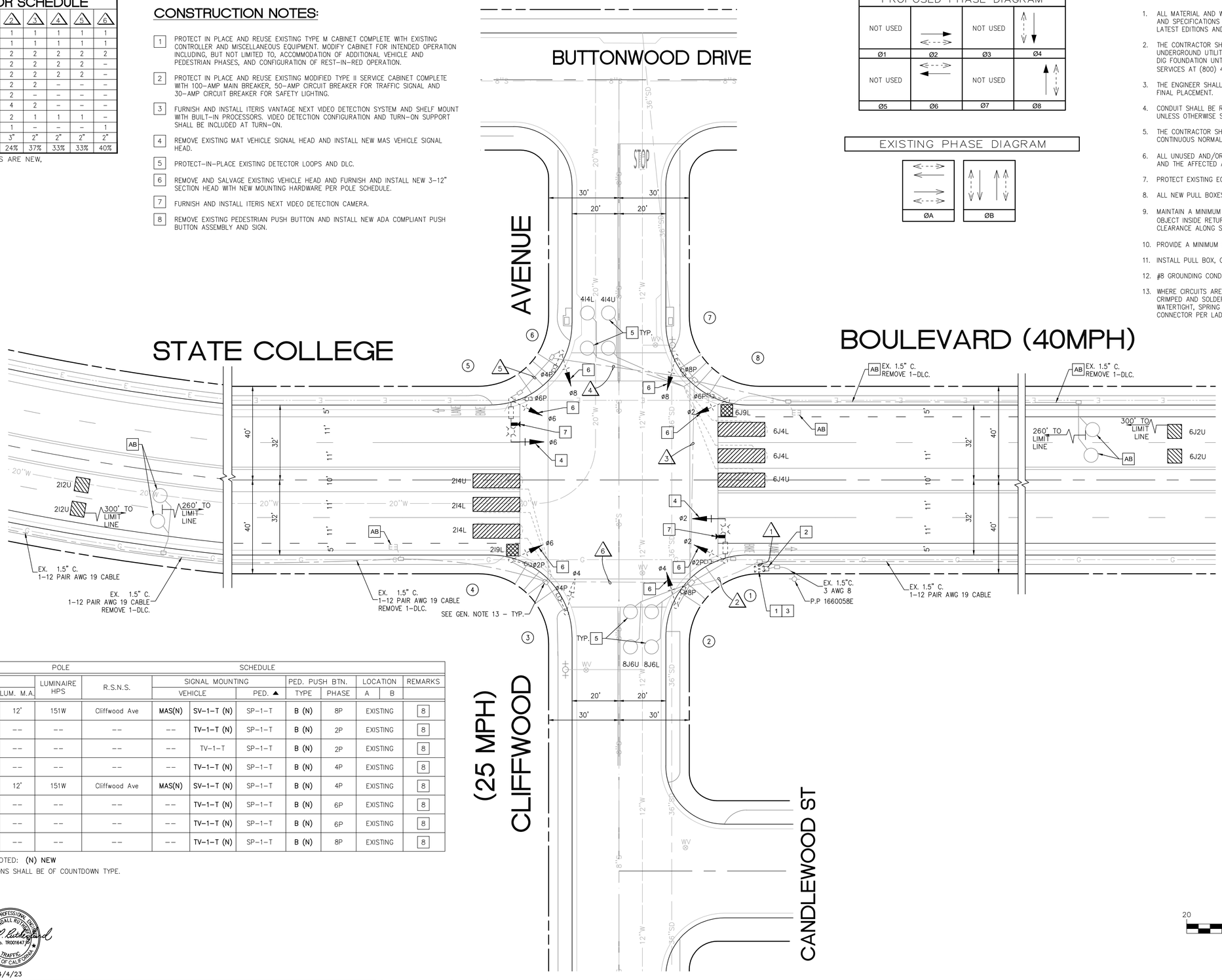
CONDUIT AND CONDUCTOR SCHEDULE

AWG OR CABLE	CIRCUITS	1	2	3	4	5	6
28CSC	C1 – ø2PPB,ø2P,ø2,ø4PPB,ø4P,ø4	1	1	1	1	1	1
	C2 – ø6PPB,ø6P,ø6,ø8PPB,ø8P,ø8	1	1	1	1	1	1
	TOTAL	2	2	2	2	2	2
#10	LUMINAIRE	2	2	2	2	2	–
	TOTAL	2	2	2	2	2	–
4 #18 DLC	ø4 DETECTION	2	2	2	–	–	–
	ø8 DETECTION	2	2	–	–	–	–
	TOTAL	4	4	2	–	–	–
VIDEO DETECTION CABLE – CAT5		2	2	1	1	1	–
INTERCONNECT 12PR#19(E)		1	1	–	–	–	1
CONDUIT SIZE		2–3"	3"	2"	2"	2"	2"
CONDUIT FILL		12%	24%	37%	33%	33%	40%

ALL CONDUITS ARE EXISTING AND CONDUCTORS ARE NEW, UNLESS OTHERWISE NOTED.
(E) = EXISTING

CONSTRUCTION NOTES:

1. PROTECT IN PLACE AND REUSE EXISTING TYPE M CABINET COMPLETE WITH EXISTING CONTROLLER AND MISCELLANEOUS EQUIPMENT. MODIFY CABINET FOR INTENDED OPERATION INCLUDING, BUT NOT LIMITED TO, ACCOMMODATION OF ADDITIONAL VEHICLE AND PEDESTRIAN PHASES, AND CONFIGURATION OF REST-IN-RED OPERATION.
2. PROTECT IN PLACE AND REUSE EXISTING MODIFIED TYPE II SERVICE CABINET COMPLETE WITH 100-AMP MAIN BREAKER, 50-AMP CIRCUIT BREAKER FOR TRAFFIC SIGNAL AND 30-AMP CIRCUIT BREAKER FOR SAFETY LIGHTING.
3. FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION SYSTEM AND SHELF MOUNT WITH BUILT-IN PROCESSORS. VIDEO DETECTION CONFIGURATION AND TURN-ON SUPPORT SHALL BE INCLUDED AT TURN-ON.
4. REMOVE EXISTING MAT VEHICLE SIGNAL HEAD AND INSTALL NEW MAS VEHICLE SIGNAL HEAD.
5. PROTECT-IN-PLACE EXISTING DETECTOR LOOPS AND DLC.
6. REMOVE AND SALVAGE EXISTING VEHICLE HEAD AND FURNISH AND INSTALL NEW 3-12" SECTION HEAD WITH NEW MOUNTING HARDWARE PER POLE SCHEDULE.
7. FURNISH AND INSTALL ITERIS NEXT VIDEO DETECTION CAMERA.
8. REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND INSTALL NEW ADA COMPLIANT PUSH BUTTON ASSEMBLY AND SIGN.



PROPOSED PHASE DIAGRAM

Ø1	Ø2	Ø3	Ø4
NOT USED		NOT USED	
Ø5	Ø6	Ø7	Ø8
NOT USED		NOT USED	

EXISTING PHASE DIAGRAM

ØA	ØB

GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE 2018 STANDARD PLANS AND SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION LATEST EDITIONS AND THE SPECIAL PROVISIONS.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF UNDERGROUND UTILITIES AND VERIFY ALL LOCATIONS ON THE JOB SITE. HAND DIG FOUNDATION UNTIL CLEAR OF OBSTRUCTIONS. PHONE UNDERGROUND SERVICES AT (800) 422-4133 48 HOURS IN ADVANCE OF WORK.
3. THE ENGINEER SHALL APPROVE THE EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT.
4. CONDUIT SHALL BE RIGID STEEL. MINIMUM CONDUIT SIZE SHALL BE 2 INCH UNLESS OTHERWISE SPECIFIED.
5. THE CONTRACTOR SHALL MAINTAIN OPERATION OF SIGNAL AND LIGHTING IN CONTINUOUS NORMAL OPERATIONS
6. ALL UNUSED AND/OR PULL BOXES AND FOUNDATIONS SHALL BE REMOVED AND THE AFFECTED AREA REPAIRED OR RESTORED TO MATCH SURROUNDING.
7. PROTECT EXISTING EQUIPMENT IN PLACE UNLESS OTHERWISE INDICATED.
8. ALL NEW PULL BOXES SHALL BE NO. 6 UNLESS OTHERWISE INDICATED.
9. MAINTAIN A MINIMUM 36" CLEARANCE FROM FACE OF CURB TO ANY FIXED OBJECT INSIDE RETURNS AND NEAR DRIVEWAYS, AND A MINIMUM 18" CLEARANCE ALONG SIDEWALKS.
10. PROVIDE A MINIMUM CLEARANCE OF 48" FOR WALKWAY.
11. INSTALL PULL BOX, CONDUIT AND POLES OUTISDE OF CURB RAMPS.
12. #8 GROUNDING CONDUCTOR MUST HAVE GREEN COLORED INSULATION.
13. WHERE CIRCUITS ARE TO BE SPLICED IN PULL BOXES, EACH SPLICE SHALL BE CRIMPED AND SOLDERED WITH ROSIN CORE THEN SEALED WITH VINYL, WATERTIGHT, SPRING TENSIONED, SILICONE FILLED, DIRECT BURIAL WIRE CONNECTOR PER LADOT SPECIFICATION 56-002-04 OR LATEST VERSION.

POLE SCHEDULE

NO.	STANDARD TYPE	STANDARD HEIGHT	STANDARD SIG. M.A.	STANDARD LUM. M.A.	LUMINAIRE HPS	R.S.N.S.	SIGNAL MOUNTING VEHICLE		SIGNAL MOUNTING PED. ▲	PED. PUSH BTN. TYPE	PED. PUSH BTN. PHASE	LOCATION A	LOCATION B	REMARKS
1	17	30'	18'	12'	151W	Cliffwood Ave	MAS(N)	SV-1-T (N)	SP-1-T	B (N)	8P	EXISTING		8
2	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	2P	EXISTING		8
3	1A	10'	--	--	--	--	--	TV-1-T	SP-1-T	B (N)	2P	EXISTING		8
4	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	4P	EXISTING		8
5	17	30'	18'	12'	151W	Cliffwood Ave	MAS(N)	SV-1-T (N)	SP-1-T	B (N)	4P	EXISTING		8
6	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	6P	EXISTING		8
7	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	6P	EXISTING		8
8	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	8P	EXISTING		8

ALL EQUIPMENT IS EXISTING UNLESS NOTED: (N) NEW
▲ ALL PEDESTRIAN SIGNAL HEAD INDICATIONS SHALL BE OF COUNTDOWN TYPE.

REGISTERED PROFESSIONAL ENGINEER KENDALL ROTHFUSS No. TR001647 TRAFFIC STATE OF CALIFORNIA
4/4/23

PROJECT NO. 7717

PREPARED BY:
Stantec
38 TECHNOLOGY
IRVINE, CA 92618
949-923-6000
SUSAN E. REID RCE 56872 4/4/23 DATE

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2023 CIVIL STATE OF CALIFORNIA

BENCH MARK:
CITY OF BREA
BENCH MARK NO. xx
ELEV=xx NAVD 88
xx

REVISIONS	DATE	DRAWN BY	CHKD BY	APPROVED

DATE: 11/17/21 JOB NO.: -- DRAWN BY: CC DESIGNED BY: XX
SCALE: PROJ. NO.: -- CHECKED BY: RK PROJ. ENGR.: RK
APPROVED BY: XX
CIVIL ENGINEER RCE DATE

CITY OF BREA
PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION PLAN
SCHEDULE B
STATE COLLEGE BOULEVARD
AT CLIFFWOOD AVENUE

SHEET 2 OF 3
DRAWING NO.

BID DOCUMENTS - FOR BIDDIING PURPOSES ONLY!

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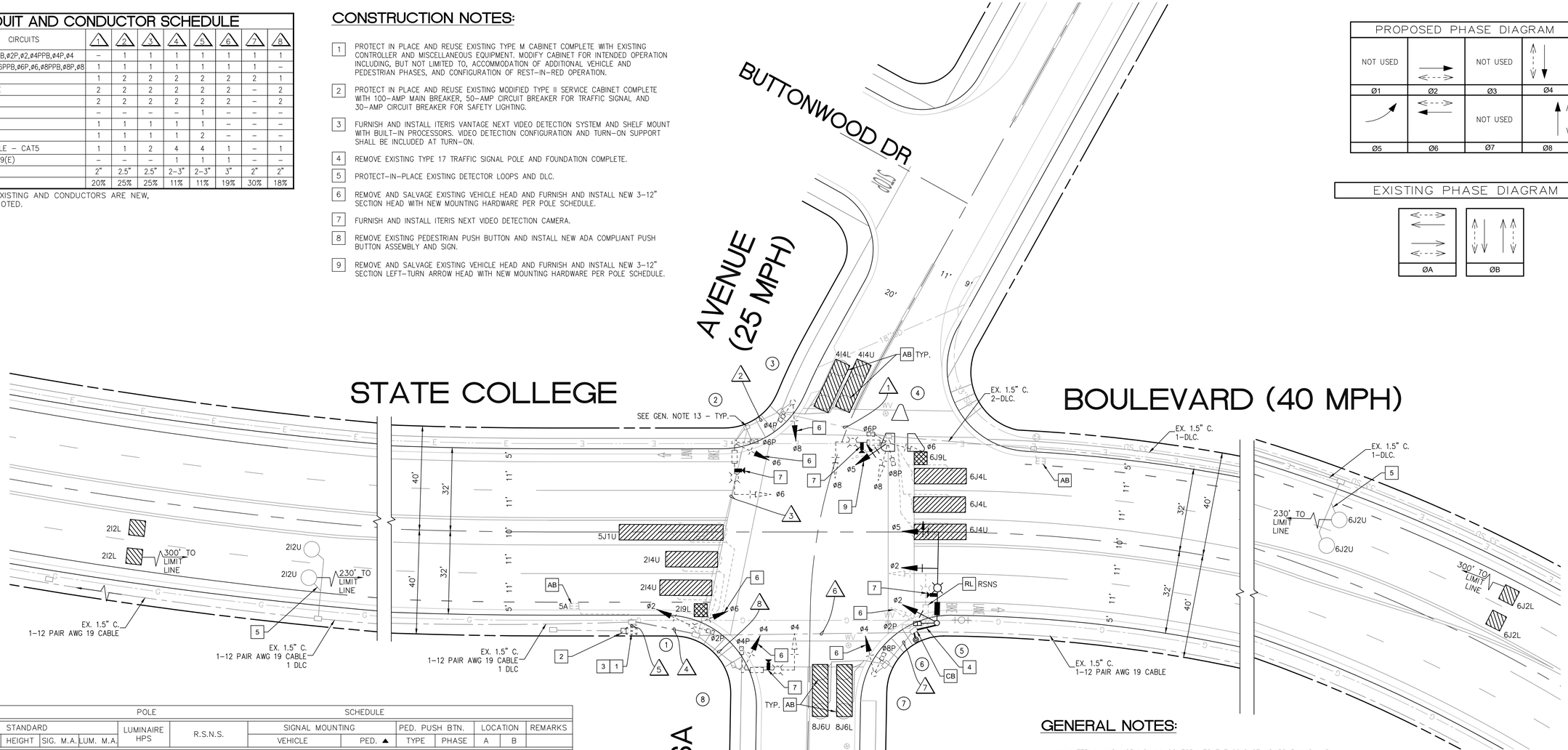
CONDUIT AND CONDUCTOR SCHEDULE

AWG OR CABLE	CIRCUITS	1	2	3	4	5	6	7	8
28CSC	C1 – ø2PPB,ø2P,ø2,ø4PPB,ø4P,ø4	–	1	1	1	1	1	1	1
	C2 – ø5,ø6PPB,ø6P,ø6,ø8PPB,ø8P,ø8	1	1	1	1	1	1	1	–
	TOTAL	1	2	2	2	2	2	2	1
#10	LUMINAIRE	2	2	2	2	2	2	–	2
	TOTAL	2	2	2	2	2	2	–	2
4 #18 DLC	ø2	–	–	–	–	1	–	–	–
	ø6	1	1	1	1	1	–	–	–
	TOTAL	1	1	1	1	2	–	–	–
VIDEO DETECTION CABLE – CAT5		1	1	2	4	4	1	–	1
INTERCONNECT 12PR#19(E)		–	–	–	1	1	1	–	–
CONDUIT SIZE		2"	2.5"	2.5"	2–3"	2–3"	3"	2"	2"
CONDUIT FILL		20%	25%	25%	11%	11%	19%	30%	18%

ALL CONDUITS ARE EXISTING AND CONDUCTORS ARE NEW, UNLESS OTHERWISE NOTED.
(E) = EXISTING

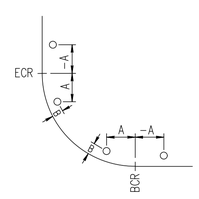
CONSTRUCTION NOTES:

1. PROTECT IN PLACE AND REUSE EXISTING TYPE M CABINET COMPLETE WITH EXISTING CONTROLLER AND MISCELLANEOUS EQUIPMENT. MODIFY CABINET FOR INTENDED OPERATION INCLUDING, BUT NOT LIMITED TO, ACCOMMODATION OF ADDITIONAL VEHICLE AND PEDESTRIAN PHASES, AND CONFIGURATION OF REST-IN-RED OPERATION.
2. PROTECT IN PLACE AND REUSE EXISTING MODIFIED TYPE II SERVICE CABINET COMPLETE WITH 100-AMP MAIN BREAKER, 50-AMP CIRCUIT BREAKER FOR TRAFFIC SIGNAL AND 30-AMP CIRCUIT BREAKER FOR SAFETY LIGHTING.
3. FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION SYSTEM AND SHELF MOUNT WITH BUILT-IN PROCESSORS. VIDEO DETECTION CONFIGURATION AND TURN-ON SUPPORT SHALL BE INCLUDED AT TURN-ON.
4. REMOVE EXISTING TYPE 17 TRAFFIC SIGNAL POLE AND FOUNDATION COMPLETE.
5. PROTECT-IN-PLACE EXISTING DETECTOR LOOPS AND DLC.
6. REMOVE AND SALVAGE EXISTING VEHICLE HEAD AND FURNISH AND INSTALL NEW 3-12" SECTION HEAD WITH NEW MOUNTING HARDWARE PER POLE SCHEDULE.
7. FURNISH AND INSTALL ITERIS NEXT VIDEO DETECTION CAMERA.
8. REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND INSTALL NEW ADA COMPLIANT PUSH BUTTON ASSEMBLY AND SIGN.
9. REMOVE AND SALVAGE EXISTING VEHICLE HEAD AND FURNISH AND INSTALL NEW 3-12" SECTION LEFT-TURN ARROW HEAD WITH NEW MOUNTING HARDWARE PER POLE SCHEDULE.



POLE						SCHEDULE								
STANDARD					LUMINAIRE HPS	R.S.N.S.	SIGNAL MOUNTING			PED. PUSH BTN.		LOCATION		REMARKS
NO.	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.			VEHICLE		PED. ▲	TYPE	PHASE	A	B	
1	1A	10'	--	--	--	--	--	TV-2-T (N)	SP-1-T	B (N)	4	EXISTING		8
2	17-3-70	30'	20'	12'	151W	Balsa Ave	MAS	SV-1-T (N)	SP-1-T	B (N)	4	EXISTING		8
3	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	6	EXISTING		8
4	17-3-70	30'	20'	12'	151W	St College Bl	MAS	SV-3-TA	SP-2-T	2-B (N)	6, 8	EXISTING		8
5	24-4-100 (N)	30'	35'(N)	12'(N)	151W(N)	Balsa Ave (RL)	2-MAS(N)	SV-1-T (N)	SP-1-T (N)	–	–	6'	2.5'	RELOCATE EX. RSNS
6	PPB POST (N)	4'-7"	--	--	--	--	--	--	--	B (N)	8	14'	6'	
7	1A	10'	--	--	--	--	--	TV-1-T (N)	SP-1-T	B (N)	2	EXISTING		8
8	17-3-70	30'	20'	12'	151W	St College Bl	MAS	SV-1-T (N)	SP-1-T	B (N)	2	EXISTING		8

ALL EQUIPMENT IS EXISTING UNLESS NOTED: (N) NEW OR (RL) RELOCATED
▲ ALL PEDESTRIAN SIGNAL HEAD INDICATIONS SHALL BE OF COUNTDOWN TYPE.



SIGNAL POLE LOCATION CODE

GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE 2018 STANDARD PLANS AND SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION LATEST EDITIONS AND THE SPECIAL PROVISIONS.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF UNDERGROUND UTILITIES AND VERIFY ALL LOCATIONS ON THE JOB SITE. HAND DIG FOUNDATION UNTIL CLEAR OF OBSTRUCTIONS. PHONE UNDERGROUND SERVICES AT (800) 422-4133 48 HOURS IN ADVANCE OF WORK.
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10. PROVIDE A MINIMUM CLEARANCE OF 48" FOR WALKWAY.
11. INSTALL PULL BOX, CONDUIT AND POLES OUTISDE OF CURB RAMPS.
12. #8 GROUNDING CONDUCTOR MUST HAVE GREEN COLORED INSULATION.
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GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

REGISTERED PROFESSIONAL ENGINEER RANDALL ROTHSCHILD No. TR001647 TRAFFIC STATE OF CALIFORNIA
4/4/23

PROJECT NO. 7717

PREPARED BY:
Stantec
38 TECHNOLOGY
IRVINE, CA 92618
949-923-6000
SUSAN E. REID RCE 56872 4/4/23
DATE

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2023 CIVIL STATE OF CALIFORNIA

BENCH MARK:
CITY OF BREA
BENCH MARK NO. xx
ELEV=xx NAVD 88
xx

REVISIONS	DATE	DRAWN BY	CHKD BY	APPROVED

DATE: 11/17/21 JOB NO.: -- DRAWN BY: CC DESIGNED BY: XX
SCALE: PROJ. NO.: -- CHECKED BY: RK PROJ. ENGR.: RK
APPROVED BY: XX
CIVIL ENGINEER RCE DATE

CITY OF BREA
PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION PLAN
SCHEDULE B
STATE COLLEGE BOULEVARD
AT BALSA AVENUE

SHEET 3 OF 3
DRAWING NO.

BID DOCUMENTS - FOR BIDDIING PURPOSES ONLY!

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CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

for the

TRAFFIC SIGNAL MODIFICATION PROJECT

LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A)
STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B)

CIP NO. 7717

in the

CITY OF BREA

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

BIDS DUE:

May 16, 2023, 2:00 PM, 3rd FLOOR
City Clerk's Office

MICHAEL HO, P.E.
PUBLIC WORKS DIRECTOR/CITY ENGINEER

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

CITY OF BREA

PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

TRAFFIC SIGNAL MODIFICATION PROJECT

LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A)
STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B)

CIP NO. 7717

Prepared Under the Supervision of:

REGISTERED PROFESSIONAL ENGINEER
IGNACIO SANCHEZ HERNANDEZ
No. 72073
CIVIL
STATE OF CALIFORNIA

For Schedule A Work

Ignacio Sanchez 3/27/2023

Ignacio Sanchez Hernandez, R.C.E. No. 72073 Exp. 06/30/2024 **Date**

For Schedule B Work

4/4/23

Rick Kreuzer, R.C.E. No. 42407 Exp. 03/31/2024 **Date**

Approved by:

Michael S. Ho, Director of Public Works **Date**
RCE No. 70299 Exp. 12/31/2024

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

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

TABLE OF CONTENTS

SECTION A

NOTICE INVITING SEALED BIDS A-1

SECTION B

INSTRUCTIONS TO BIDDERS B-1

1. Proposal Forms B-1
2. Proposal Guarantee B-1
3. Proposal Signature B-1
4. Delivery of Proposal B-2
5. Return of Proposal Guarantee B-2
6. Taxes B-2
7. Disqualification of Bidders B-2
8. Contractor's License Requirement B-2
9. Registration with Department of Industrial Relations B-2
10. References B-3
11. Listing of Subcontractors B-3
12. Discrepancies and Misunderstandings B-3
13. Equivalent Materials B-3
14. Legal Responsibilities B-3
15. Award of Contract B-3
16. Material Guaranty B-4
17. Execution of Contract B-4
18. Submission of Bonds and Insurance B-4
19. Addenda B-4
20. Blank B-4
21. Questions to the Engineer B-4
22. Request for Information B-4

Request for Interpretation of Contract Documents Form B-5

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION C

PROPOSAL C-1

Project Bid Schedule.....C-3
List of Subcontractors.....C-5
Noncollusion Affidavit C-6
Bidder's Statement Regarding "Anti-Kickback" Requirements.....C-7
Utility Agreement C-8
Disqualification Questionnaire C-9
Compensation Insurance Certification.....C-10
Bidder's Information C-11
Responsible Bidder – Supplemental Questionnaire C-14
Bid Bond – Acknowledgement of Surety.....C-18

SECTION D

SAMPLE CONTRACT D-1

SECTION E

SPECIAL PROVISIONS E-1

PART 1 GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS E-2

1-2 TERMS AND DEFINITIONS

SECTION 2 - SCOPE AND CONTROL OF WORK E-3

2-1 AWARD AND EXECUTION OF THE CONTRACT
2-3 CONTRACT BONDS
2-5 PLANS AND SPECIFICATIONS
2-6 WORK TO BE DONE
2-9 SURVEYING
2-10 AUTHORITY OF BOARD AND ENGINEER
2-11 INSPECTION

SECTION 3 – CHANGES IN WORK E-7

3-3 EXTRA WORK

SECTION 4 - CONTROL OF MATERIALS.....E-8

4-1 MATERIALS AND WORKMANSHIP

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION 5 - UTILITIES E-10

5-1 LOCATION
5-4 RELOCATION
5-5 DELAYS
5-7 UTILITY MARKINGS

SECTION 6 - PROSECUTION, PROGRESS,
AND ACCEPTANCE OF THE WORK E-12

6-1 CONSTRUCTION SCHEDULE AND
COMMENCEMENT OF THE WORK
6-2 PROSECUTION OF WORK
6-7 TIME OF COMPLETION
6-9 LIQUIDATED DAMAGES

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR.....E-15

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES
7-2 LABOR
7-3 INSURANCE
7-5 PERMITS
7-8 WORK SITE MAINTENANCE
7-9 PROTECTION AND RESTORATION OF EXISTING
IMPROVEMENTS
7-10 SAFETY

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL E-25

8-1 GENERAL

SECTION 9 - MEASUREMENT AND PAYMENT.....E-26

9-3 PAYMENT

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS..... E-30

200-1 ROCK PRODUCTS
200-2 UNTREATED BASE MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND
RELATED MATERIALS E-32

201-1 PORTLAND CEMENT CONCRETE

201-4 CONCRETE CURING MATERIALSCOMPOUND

SECTION 203 - BITUMINOUS MATERIALS E-33

203-6 ASPHALT CONCRETE
203-11 ASPHALT RUBBER HOT MIX (ARHM)

SECTION 210 – PAINT AND PROTECTIVE COATINGS E-34

210-1 PAINT

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK.....E-35

300-1 CLEARING AND GRUBBING
300-2 UNCLASSIFIED EXCAVATION

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS .....……...……....E-38

301-1 SUBGRADE PREPARATION
301-2 UNTREATED BASE

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION ……E-39

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS,

ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION E-41

306-1 GENERAL
306-3 TRENCH EXCAVATION
306-4 SHORING AND BRACING

SECTION 310 - PAINTING E-43

PART 7 STREET LIGHTING AND TRAFFIC SIGNALS

SECTION 700 – MATERIALS ……..... E-45
SECTION 701 – CONSTRUCTION ……..... E-50

APPENDICES

APPENDIX A –STANDARD PLANS
APPENDIX B - CONTRACTORS BUSINESS LICENSE APPLICATION
APPENDIX C - INSURANCE AND INDEMNITY REQUIREMENTS
APPENDIX D - UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM
APPENDIX E – NPDES INFORMATION
APPENDIX F – WARRANTY BOND SAMPLE
APPENDIX G – AS-BUILT/RECORD DRAWINGS

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on MAY 16, 2023.**

1. **Project Name: TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO. 7717**

   This Project consists of installation and modifications to the traffic signals and equipment at the intersections of Lambert Road and Cliffwood Ave./Cliffwood Park Street (Schedule A) and State College Blvd. at Cliffwood Ave. and Balsa Ave. (Schedule B) in the City of Brea, California. The Work generally includes, but is not limited to, furnishing all materials, labor, and equipment, and installing three new signals, PPB Post (furnished by City), furnishing and installing various segments of new conduit and pull boxes, traffic signal equipment upgrades, relocate and reuse traffic signal controller assemblies, electrical service enclosures, controller units, video detection systems, communication switches, and communications equipment, installing signing and striping, develop and implement traffic control, temp signal poles, PCC sidewalk removal and replacement, and all other incidentals to complete the Work. The Work shall be completed in accordance with the Plans and Specifications entitled, "Traffic Signal Modification Project, Lambert Road at Cliffwood Avenue-Cliffwood Park Street (Schedule A), State College Boulevard at Cliffwood Avenue & Balsa Avenue (Schedule B), CIP 7717" ("Project").

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

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **May 16, 2023.** Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID FOR TRAFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO. 7717 - DO NOT OPEN WITH REGULAR MAIL".**

4. **Non-Mandatory Pre-Bid Meeting**: A non-mandatory pre-bid meeting will be held on **Thursday April 27, 2023.** The pre-bid meeting will be held at the **City of Brea Civic Center, 1 Civic Center Cir, 2nd Floor, CA 92821 in Conference Center at 2:00 pm.**

5. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class "A" (General Engineering) and Class "C-10" (Electrical Contractor).** Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

6. **Registration with the Department of Industrial Relations:** The Bidder's attention is directed to Labor Code Section 1725.5 and 1771.1, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

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

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

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

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

11. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to:
    Ryan Chapman, PE, Assistant City Engineer at (714) 990-7763.

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION B

INSTRUCTIONS TO BIDDERS

1. **Proposal Forms**

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

2. **Proposal Guarantee**

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

3. **Proposal Signature**

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

4. **Delivery of Proposal**

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

"SEALED BID"

for

TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B)
CIP NO. 7717

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. **Return of Proposal Guarantees**

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

6. **Taxes**

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

7. **Disqualification of Bidders**

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

8. **Contractor's License Requirement**

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

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

The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

10. **References**

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

11. **Listing of Subcontractors**

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

12. **Discrepancies and Misunderstandings**

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

13. **Equivalent Materials**

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

14. **Legal Responsibilities**

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

15. **Award of Contract**

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

16. **Material Guarantee**

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

17. **Execution of Contract**

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

18. **Submission of Bonds and Insurance**

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

19. **Addenda**

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

20. **(Blank)**

21. **Questions to the Engineer**

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

22. **Request for Information – RFI (SEE NEXT PAGE)**

For Requests for Information (RFI) the contractor shall use the form on the following page for submittal in writing.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

CITY OF BREA

TRAFFIC SIGNAL MODIFICATION PROJECT
LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A),
STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE
CIP NO. 7717

REQUEST FOR INTERPREPARATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address:

_____

Email: **Telephone:**	**FAX:**

Plan Sheet: _____
Specification Section:

INTERPRETATION REQUESTED:

_____

_____

_____

_____

REPLY:

_____

_____

_____

_____

T0 A/E: _____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Bidder: _____

SECTION C

PROPOSAL

For

TRAFFIC SIGNAL MODIFICATION PROJECT
LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A),
STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE

CIP NO. 7717

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within a total of **50 Working Days (Schedule A) and 30 Working Days (Schedule B)**, starting from the date of the first Notice to Proceed until project completion.

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

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

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

Addenda No.	*Date Received*	*Bidder's Signature*

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION C

TRAFFIC SIGNAL MODIFICATIO PROJECT
LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE
CIP NO. 7717

PROJECT BID SCHEDULE

BASE BID (SCHEDULE A)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	$	$
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	$	$
3	Traffic Signal Modification	1	LS	$	$
4	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	$	$

TOTAL BASE BID (SCH. A) AMOUNT (in Figures) **$**

TOTAL BASE BID (SCH. A) AMOUNT (in Words):

_____

_____

_____

ADDITIVE BID (SCHEDULE B)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	$	$
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	$	$
3	Traffic Signal Modification	1	LS	$	$
4	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	$	$

TOTAL ADDITIVE BID (SCH. B) AMOUNT (in Figures) **$**

TOTAL ADDITIVE BID (SCH. B) BID AMOUNT (in Words):

_____

_____

_____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

TOTAL BASE BID (SCH. A) + ADDITIVE BID (SCH. B) AMOUNT (in Figures) **$**

TOTAL BASE BID (SCH. A) + ADDITIVE BID (SCH. B) AMOUNT (in Words):

_____

_____

_____

1. **The basis of the bid award will be on the lowest responsive and responsible bidders Base Bid Amount. However, the City Council at its discretion may elect to award the Base Bid Schedule A only, Base Bid Schedule A + Additive Bid Schedule B; only Additive Schedule B; or reject all bids.**

2. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders_____ (Bidders Initials)**

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	***% Portion of Work***	***Name, Address and E-mail of Subcontractor***	***State License Number***	***Class***	***DIR Registration Number***

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I,_____, am the
(Print Name)

_____ of_____,
(Position/Title) (Name of Company)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____day of_____, 20_.

_____
Name of Bidder

_____
Signature of Bidder

_____
Address of Bidder

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B) , CIP No.7717**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

_____
Contractor

_____
By

_____
Title

Date: _____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

❑Yes ❑ No

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

_____
By

_____
Title

Date: _____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

_____
Bidder Name

_____
Business Address

_____
City, State Zip

( ) _____
Telephone Number

_____
Email Address

_____
State Contractor's License No. and Class

_____
DIR Registration Number

_____
Original Date Issued (State Contractor's License)

_____
Expiration Date

The work site was inspected by_____of our office on_____, 20__.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

_____
Company Name

_____
Signature of Bidder

_____
Printed or Typed Signature

Subscribed and sworn to before me this____day of_____, 20__.

NOTARY PUBLIC _____

NOTARY SEAL

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

The Bidder shall list the names, address, telephone numbers, and contract work for a minimum of **three** California public agencies for which the bidder has performed **traffic signal work** within the past **five** years:

1. Name and Address of Public Agency:_____

   Name and Telephone No. of Public Agency Project Manager: _____

   _____

   Contract Amount Type of Work Date Completed

   Description of Work:

   _____

   _____

   _____

2. Name and Address of Public Agency:_____

   Name and Telephone No. of Public Agency Project Manager: _____

   _____

   Contract Amount Type of Work Date Completed

   Description of Work:

   _____

   _____

   _____

3. Name and Address of Public Agency:_____

   Name and Telephone No. of Public Agency Project Manager: _____

   _____

   Contract Amount Type of Work Date Completed

   Description of Work:

   _____

   _____

   _____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Responsible Bidder – Supplemental Questionnaire

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

_____Years

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

❑Yes ❑ No

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

Case Number	Bankruptcy Court	Date Filed

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

❑Yes ❑ No

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

Case Number	Bankruptcy Court	Date Filed

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

❑Yes ❑ No

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

❑Yes ❑ No

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

❑Yes ❑ No

If "yes," explain on a separate page.

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

❑Yes ❑ No

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

❑Yes ❑ No

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

❑Yes ❑ No

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

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

❑Yes ❑ No

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

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

_%

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

❑Yes ❑ No

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

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

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❑Yes ❑ No

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

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

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

❑Yes ❑ No

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

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

❑Yes ❑ No

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

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

❑Yes ❑ No

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____

_____as PRINCIPAL, and

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

In no case shall the liability of the surety hereunder exceed the sum of $_____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "_____

_____

_____

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on_____.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____day of

_____, 20____.

_____ _____

Principal Surety

By: _____

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BID BOND
ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____before me, _____
_____
(insert name and title of the officer)

personally appeared _____
_____.

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

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

WITNESS my hand and official seal.

Signature _____(Seal)
(Signature of Notary Public)

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SE C T I O N D

SAMPLE CONTRACT

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SECTION D

SAMPLE CONSTRUCTION AGREEMENT

TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO.7717

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] ("Contractor"). Contractor's CSLB license number is _____. Contractor's DIR registration number is _____.

R E C I T A L S

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **TRAFFIC SINGAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO. 7717** ("Project").

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

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

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

1. <u>GENERAL SCOPE OF WORK</u>: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE AND BALSA AVENUE (SCHEDULE B), CIP NO. 7717** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. <u>CONTRACT PRICE AND PAYMENT</u>:

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

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

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

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

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

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

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2015 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **50** working days from the date of the Notice to Proceed for Schedule A work and **30** working days from the date of the Notice to Proceed for Schedule B work ("Completion Date").

B. Liquidated damages will be assessed in the amount of **$1,700.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

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

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

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7. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

8. <u>LABOR CODE COMPLIANCE</u>:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: http://www.dir.ca.gov/OPRL/pwd/. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

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

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

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

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

13. TRENCHING AND EXCAVATIONS:

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

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

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

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

16. CONTRACTOR'S LIABILITY:

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

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

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

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

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

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

17. <u>ASSIGNMENT</u>: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

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

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

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

To Contractor:

_____
_____
_____

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

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

22. INCORPORATION OF MANDATORY LANGUAGE: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

_____	_____
□ Chairperson □ President □ Vice President	□ Secretary □ Asst. Secretary □ Chief Finance Officer □ Asst. Treasurer

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

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

_____	_____
Manager	Manager

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

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

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SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions the **"GREENBOOK" Standard Specifications for Public Works Construction**, 2015 edition, written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971

Where specified in these specifications, the 2018 edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. The Technical Specifications section numbers are as stated. Only those sections requiring amendment, elaboration, or specifying options, are called out.

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PART 1
GENERAL PROVISIONS

SECTION 1
TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.
Board - The City Council of the City of Brea.
Caltrans - The State of California Department of Transportation.
County - The County of Orange.
Engineer - The City Engineer of the City of Brea or his authorized representative.

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SECTION 2
SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

[Replace with the following:].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

[add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

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2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this **Control Set** to show the as-built conditions. Said "as-built" redline set shall indicate any deviations from the plans inclusive of pole locations, pull boxes and runs, depth of conduit, number of conductors, and other appurtenant work for future refence and development of "Record Drawings." Upon completion of all Work, the Contractor shall return the Control Set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2018 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

State of California – Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction (SPPWC), published by the Public Works Standards, Inc., 2015 edition.

Standard Plans, published by the Orange County Public Works Department, 2018 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

Standard Plans, published by the City of Brea (latest edition).

Applicable Standard Plans for this project are contained in Appendix A of these Special Provisions.

2-5.3 Submittals

2-5.3.1 General

[Add the following].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work. The Contractor shall submit all Submittals to the Engineer via the Internet utilizing a web site address VPM @ www.virtual-pm.com **managed by the Agency.**

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For all other submittal requirements please see Submittals within these Special Provisions.

2-6 WORK TO BE DONE

[Add the following].

This Project consists of installation and modifications to the traffic signals and equipment at the intersections of Lambert Road and Cliffwood Ave./Cliffwood Park Street (Schedule A) and State College Blvd. at Cliffwood Ave. and Balsa Ave. (Schedule B) in the City of Brea, California. The Work generally includes, but is not limited to, furnishing all materials, labor, and equipment, and installing three new signals, PPB Post (furnished by City), furnishing and installing various segments of new conduit and pull boxes, traffic signal equipment upgrades, relocate and reuse traffic signal controller assemblies, electrical service enclosures, controller units, video detection systems, communication switches, and communications equipment, installing signing and striping, develop and implement traffic control, temp signal poles, PCC sidewalk removal and replacement, and all other incidentals to complete the Work. The Work shall be completed in accordance with the Plans and Specifications entitled, "Traffic Signal Modification Project, Lambert Road at Cliffwood Avenue-Cliffwood Park Street (Schedule A), State College Boulevard at Cliffwood Avenue & Balsa Avenue (Schedule B), CIP 7717" ("Project").

The Contractor shall furnish and install all appurtenances required by the Southern California Edison Company for completion of the power supply. Other items of work or details not mentioned above that are required by the Standard Specifications or these Special Provisions, shall be performed, placed, constructed or installed.

2-9 SURVEYING

[Replace with the following].

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however, the task of surveying itself shall be performed under the direction of a Licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

All construction surveying necessary to complete the work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a Licensed Land Surveyor or Professional Engineer, with the authority to practice land surveying in the State of California, retained or provided by the Contractor. The AGENCY reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the work.

The Contractor shall be required to provide an as-built field survey to establish adequate survey control and construction staking for the construction of the new signal footings for line and grade.

The as-built field survey shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of a Licensed Land

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Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

Upon submittal of all corner records and centerline tie notes and monuments to the Office of Orange County Surveyor, the Contractor shall submit copies of the same records to the City of Brea. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

The Contractor shall give at least 48-hours (2-working days) advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

2-11 INSPECTION

[Add the following].

If the Contractor elects to work under this Contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays, he shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - $500.00
4 hrs. to 8 hrs./day - $1,000.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

If the Contractor elects to work under this Contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays without prior authorization, he/she/it shall pay double the rates mentioned herein to the AGENCY.

For all other inspection requirements please see the relevant sections within these Special Provisions.

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SECTION 3
CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General.

[Add the following:].

Extra work compensation will be made for labor, equipment and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site. When extra work or utility interference is encountered, contractor shall contact City and jointly evaluate if workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location and material dumped to be eligible for extra work payment. All extra work must be approved by authorized City representatives prior to commencing work. Without said approval, contractor will be working at risk hence compensation is not guaranteed.

3-3.2.3 Markup.

[Delete Subsection in total and replace with the following:]

1. **Work by Contractor**. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1. Labor 15
2. Materials 10
3. Equipment Rental 10*
4. Other Items and Expenditures 10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding upon City's receipt of updated Bonds with the new contract amount.

2. **Work by Subcontractor**. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first $5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3. **Unknown Facilities**. In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

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SECTION 4
CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warrantee Bond (Appendix F) furnished to the AGENCY by the Contractor. There shall be specific wording in the Warrantee Bond that includes the guarantee or warranty of the labor and materials for a one-year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warrantee Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warrantee Bond within ten (10) working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Warrantee Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

For all other warranty requirements please see the specific sections within these Special Provisions.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer

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will determine the exact time and location of all field sampling and testing. Written reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of the initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor. The Contractor is responsible to complete its own QC/QA testing to assure the works of improvements are constructed per the Plans and Specifications.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

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SECTION 5
UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of all underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners or shown on the plans which may affect or be affected by the Work. The Contractor shall provide pothole records which include information of type and material of existing utility found, depth to top of cover, depth to bottom of utility, size of utility, paving type and thickness of paving.

Any pothole work with a diameter less than or equal to 6-inches in asphalt to be backfilled with black colored concrete to the finish surface. All other pothole excavation work that exceeds 6-inches in diameter shall be properly backfilled with AC base pavement in accordance with the Specifications.

CONTRACTOR shall call Underground Service Alert at (800) 227-2600, 48-hours before digging for location of underground utilities.

Attention is directed to the existence of certain hazardous underground utility lines within the construction area which include, but not limited to, natural gas and electrical. It shall be the CONTRACTOR'S responsibility to "pot hole" or expose any utility facilities that need protection under direction of the utility owner(s) or Engineer.

The contractor must coordinate with all the utility companies that have facilities which might be affected by the construction, including among others Chevron Pipe Line Company (CPL) at (714) 228-1500 or current phone number, and comply with their requirements.

No contractual work will be permitted over, or within 10' horizontally of, any hazardous underground utility line to be rearranged, until such rearrangement work is completed.

The Contractor shall perform the utility location pothole exploration efforts along the proposed excavation locations 48 hours prior to beginning trenching and provide said results to the Engineer. All vertical and horizontal locations of the exposed existing utility shall be documented by the Contractor and provided to the Engineer. All potential conflicts with respect to the proposed work and existing utilities shall be brought to the attention of the Engineer prior to trenching at the potential conflict location.

Where rearrangement hazardous utility lines are not required and the CONTRACTOR is directed, or opts under his/her own accord, to protect or insulate said utility lines to maintain minimum required clearance while performing contractual work, all costs associated shall be borne solely by the CONTRACTOR.

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The Contactor shall comply with Government Code Section 4215.

Payment for the requirements of utility location and pothole work shall be included in the applicable items of work, and no additional compensation will be allowed therefore.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48-hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

5-7 UTILITY MARKINGS

[Is hereby added to Section 5]:

Upon completion of the project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the contractor, the City or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters using the removal method acceptable to the Engineer. Any damage to the existing improvements due to the Contractor’s removal operation shall be repaired at the Contractor’s expense.

Payment for removing utility markings shall be included in the various applicable items of work, and no additional compensation will be allowed therefore.

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SECTION 6
PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed Baseline Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the AGENCY'S execution of the Agreement. The proposed Baseline Construction Schedule shall depict the main milestones, sub-activities links, durations, start and finish dates, and predecessors/successors, and other relevant fields needed to demonstrate the overall delivery schedule within the Contract Works Days as defined within these Special Provisions and within the Agreement Section D of these Specifications, and be submitted in MS Project File and pdf formats. Additionally, the schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Baseline Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original approved Baseline Construction schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The ***Contractor shall furnish the Agency with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead-schedule shall be linked to the Approved Baseline Construction Schedule milestones with any subsequent deviations within this 3-week window, and shall include the sub-activities that rolls-up into the associated milestone.***

Payment for the preparation, update, and submittal of the Baseline Construction Schedule, 3-week look ahead schedule and attendance of the weekly meeting shall be considered as included in the various items of work and no additional compensation will be allowed thereof.

6-2 PROSECUTION OF WORK

[Add the following paragraph:].

The order of work for this Project shall be as follows:

1. Survey staking (New Signal Footings)
2. Set-up Traffic Control
3. Pothole
4. Service Utility Relocation as required
5. Demolition/Preparation Work
6. Temp Signal Work
7. Traffic signal foundations
8. Install traffic signal equipment and signage
9. Striping and Pavement Markings

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10. Signal Testing

11. Final Inspection and Punch list

The Contractor may propose parallel activities for various components of work or modify the order of work as part of the Baseline Schedule Submittal for City review and acceptance.

For additional specifics on sequencing, scheduling and project conditions please refer to the relevant sections within these Special Provisions.

[Add the following:]
Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at www.virtual-pm.com managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by the site foreman to record daily progress, problems, addition/deletions and or request change orders for review by the engineer/inspector and the Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and internet. Daily use of computer is required to input aforementioned documents.

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The total time within which the Work must be completed by the Contractor is fixed at **FIFTY (50) WORKING DAYS (SCHEDULE A) AND THIRTY (30) WORKING DAYS (SCHEDULE B)**, including material delivery, starting from and after the date in the **Notice to Proceed (NTP)** with the Work. The City may elect to issue two separate NTP's if both Schedule A and B are awarded.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays (For lane closure restrictions see 7-10.1 "Traffic Access.") for work that does not require traffic control. If the work requires any traffic control, the working hours shall be from **9:00 AM** to **3:00 PM**. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be

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charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. Any day designated as a holiday by the Agency.
3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause specified in 6-6.1.
5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause specified in 6-6.1.

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages was calculated to be **$1,700.00** for **each calendar day** in excess of the contract time for the total project.

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SECTION 7
RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General
[add the following:].

A noise level limit of 95 dbl. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

7-2 LABOR

7-2.1 General
[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of one half of one percent of the total contract amount.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

7-2.2 Prevailing Wages
[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 INSURANCE
[Delete the entire subsection:].

7-3.1 General
[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property

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arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

Payment for "Permits" is considered included in the various contract bid items of work and no additional compensation will be allowed therefore.

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7-8 WORK SITE MAINTENANCE

7-8.1 General

[Add the following:].

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of <u>all</u> utility markings (Underground Service Areas – USA) made as a part of the project.

7-8.2 Air Pollution Control

[Add the following:].

Contractor to sweep daily and control any dust from the Project site to the satisfaction of the Engineer and remove all debris from the work area. All material stockpiles shall be properly covered and secured to protect from wind/rain.

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

7-8.4.2 Storage in Public Streets

[Add the following:].

Construction materials shall not be stored in streets more than 2 days prior to usage on the project. All materials or equipment not installed or used in construction within 2 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time. All material used for the construction of the improvements, shall be placed so as to provide clear public access within the work zone with one lane open at all times, unless otherwise approved by the Engineer.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 2 days after it is no longer needed.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

Contractor may utilize certain areas within the Project site for storage of equipment and materials as determined by the AGENCY.

In no event is Contractor to stockpile material, tools or equipment in the parkways.

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Payment for "Final Cleaning-up" is considered included in the various contract bid items of work and no additional compensation will be allowed therefore.

7-8.4.3 Temporary Light, Power & Water
[Delete the final paragraph and replace it with the following to the end of the section:]

Water shall be obtained through the AGENCY's Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A $2,650 refundable deposit is required on the meter.

An "Eddy" valve must be attached to the temporary meter for the purpose of operating the hydrant.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95 and 2018-048. These charges are as follows:

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
$130.00	$7.17

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of $300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6.1 General
[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

a) The CONTRACTOR shall be responsible for identifying and obtaining all permits and licenses required for this project. Cost and fees associated with said permits regardless of whether obtained by the COUNTY, CITY or by CONTRACTOR, shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall comply with all rules and regulations included in said permits and licenses. Should the CONTRACTOR fail to conform to said rules and regulations, the CITY reserves the right to perform the work necessary to conform to the rules and regulations. The cost of such work will be deducted from any funds to become due to the CONTRACTOR.

It is noted that multiple permits are required from the various regulatory agencies. CONTRACTOR is to abide by and follow the requirements of all such permits.

b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ (GENERAL PERMIT)

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On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this project.

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region as described above. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

7-8.6.4 Dewatering

[Add the following to the end of the section].

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from CITY owned and/or operated facilities and activities (including construction).

A copy of the CITY's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

All cost to the Contractor for the requirements of this Section shall be included in the bid in other items of work unless otherwise specified and no further compensation will be allowed therefore.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

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Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified and no further compensation will be allowed therefore

7-10 SAFETY

7-10.1 Traffic and Access

[Add the following:].

The AGENCY's intent is to restore all traffic lanes to workable condition as soon as possible. **One lane of traffic shall be maintained at all times. Work associated with the closure of the lanes on Lambert Road and State College shall not commence until <u>9:00 AM and be completed by 3:00 PM Mondays through Fridays, excluding holidays</u>**. Temporary Traffic Control measures for lane closures may begin set-up at 8:30 AM and shall be removed no later than 3:00 PM.

All traffic control shall be in accordance with the latest edition of the following documentation:

Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans, Standard Specifications

State of California, Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)

Work Area Traffic Control Handbook (WATCH Manual)

Construction Traffic Control Plans shall be prepared for work on all streets depicted on the project plans.

Prior to the beginning of work, the Contractor shall prepare and process a traffic control and construction phasing plan for AGENCY'S approval, in conformance with current MUTCD and AGENCY'S guidelines. Contractor shall implement the approved traffic control and construction phasing plan to safely prosecute the construction work involved with a minimum of inconvenience to the existing residents and the motoring public.

Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The plans shall be signed and stamped by a Traffic or Civil Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

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Approval of the Traffic Control Plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's trash haulers, Police and Fire departments and US Postal Service, of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency. Contactor to coordinate all scheduled work with the AGENCY during the work day.

POLICE DEPARTMENT: *Watch Commander @ (714) 990-7626*
FIRE DEPARTMENT: *Battalion Chief @ (714) 990-7658*

Information signs shall be required on all arterial streets one (1) week prior to beginning of roadway construction projects.

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

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All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two-week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Construction Traffic Control Plans is considered included in the Traffic & Pedestrian Control and Construction Phasing bid item of work and no additional compensation will be allowed therefore.

Warning Signs

Adequate warning signs for motorists and pedestrians shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36-inch x 36-inch size within the street area and 24-inch x 24-inch within the Project site; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

The Contractor shall not park any equipment or store any materials on the street during non-working hours.

The Contractor shall reopen all streets at the end of each working day.

The Contractor shall maintain access for emergency vehicles, local residents, businesses, and commercial vehicles at all times on all streets.

Pedestrian traffic shall be detoured to the opposite side of the street, away from the construction area, whenever possible.

The Contractor shall be required to coordinate his operations with the delivery of mail, the school bus and trash pick-up schedules in the project area, and the Contractor shall make provisions for passage of trash collection trucks to alleys and to trash receptacles in streets where work is being

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performed.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates need to be recessed while covering open trenches in the street.

The order of work, except where otherwise specifically required by the Plans and Specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and direct contract work to minimize delays during construction.

The Contractor shall maintain pedestrian and vehicle access to driveways for ingress and egress by the end of each workday. If necessary, the Contractor shall install skid resistant steel plates over disturbed pavement in front of driveways in order to provide for smooth access to and from the driveways.

Advisory Signs

The Contractor shall provide 2 electric power changeable message advisory signs as required for each stage of work/Schedule within the beginning and end of the construction limits with the following language:

MAJOR ROAD CONSTRUCTION ON
XXXXXXX AVENUE
FROM <MONTH-YR> TO <MONTH YR>
EXPECT DELAYS
PLEASE USE ALTERNATIVE ROUTES

These signs shall be placed at a minimum of one week prior to commencement of the construction starting. Failure to coordinate with the City may result in delay of start of construction and no extension of contract days or compensation will be given. The Engineer shall approve the verbiage of signage prior to fabrication and Engineer or their designee shall determine the location in the field with the Contractor prior to placement.

Full compensation for warning and advisory signs is considered included in the Traffic & Pedestrian Control and Construction Phasing bid items of work and no additional compensation will be allowed, therefore.

7-10.1.1 Street Closures, Detours, Barricades
[Add the following:].

Street closures will not be allowed except as specifically permitted by the Engineer.

7-10.5 Security and Protective Devices
[Add the following section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made

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to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed therefore.

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SECTION 8
FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

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SECTION 9
MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

9-3.2 Partial and Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions. At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

9-3.5 Description of Bid Items

[Add the following section:].

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials,

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security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Bid Items 1-4 cover work item descriptions for both Schedule A and B work. The Contractor shall determine the applicable work associated with each Plan per Schedule and provide a bid price accordingly within each bid schedule. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1 (Sch A/B)– Mobilization and Demobilization (5% Maximum)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for **Mobilization and Demobilization (5% Maximum)** shall be included in the contract **Lump Sum (LS) Price** bid per **Schedule A and B**, and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. The maximum lump sum price for this bid item shall not exceed 5 percent of the total contract price at the time of award. Progress payments for mobilization and demobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire Contract period.

Bid Item No. 2 (Sch A/B) – Traffic & Pedestrian Control and Construction Phasing

Payment for the requirements of **Traffic & Pedestrian Control and Construction Phasing** shall be at the **contract LUMP SUM (LS) price bid per Schedule A and B**, and shall include all labor tools, equipment and materials required for preparation and implementation of a traffic and pedestrian control and construction phasing plan, and travel (haul) route plans, flashing arrow signs; flagging and/or flagger costs; project notifications, temporary asphalt work and non-skid steel plates as required by the Engineer to maintain driveway access, temporary striping and

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temporary asphalt work as required by the Engineer to maintain driveway access, and all labor, tools, equipment, materials and incidentals required to complete the work. The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project. No additional compensation will be allowed therefore.

Bid Item No. 3 (Sch A/B) – Traffic Signal Modification

Payment for the requirements of **Traffic Signal Modification** shall be at the **contract LUMP SUM (LS) price bid per Schedule A and B,** and shall include all labor tools, equipment and materials required to modify the existing traffic signals and assemblies as shown on the Plans, per Caltrans Standard Plans, 2018 edition with amendments, and these Special Provision. The work includes, but is not limited to: surveying, potholing, utility locations, remove and/or salvage existing Type 17 and 19 standards complete with foundations, installing Type 29 standards, Type 24 standard, and PPB Posts (furnished by City), furnish and install all signal and pedestrian equipment, excavation, backfill, compaction, signal foundations, maintaining existing signal communication, material removal and disposal, and other required miscellaneous equipment fittings etc... necessary to complete the signal work, furnish and install new 12" LED vehicle heads, remove and relocate existing equipment to new signal standards, trenching/boring, furnish and install conduit and reinstall conductors including new conductor cable and wiring where indicated, pull boxes, disposal or salvaging equipment and material as indicated and approved by the City of Brea, removing and re-installing existing reflective street signs on poles, install new video detection systems adjust video detection zones, removal and replacement of PCC sidewalk necessary to complete the signal work, and all other incidentals to complete the work in accordance with the Plans (Schedule A and B) and Specifications, and no additional compensation will be allowed therefore.

Bid Item No. 4 (Sch A/B) –Traffic Signing, Striping, Markings & Raised Pavement Markers

Payment for the requirements of **Traffic Signing, Striping, Markings & Raised Pavement Markers** shall be at the **contract LUMP SUM (LS) price bid per Schedule A and B**, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in removing or relocating all existing signs, furnishing and installing new signs, pavement striping, markings and raised pavement markers as shown on the Plans (Schedule A and B), as specified in these Specifications and as directed by the Engineer, and no additional compensation will be allowed therefore.

[Add the following subsection:]

9-4 Description of Owner Furnished Materials

It shall be understood that the contractor is to provide all labor, equipment, and miscellaneous materials to install the Owner Furnished and purchased Type 24 and 29 Signal Poles/Mast Arms and Luminaire Arms, and PPB Post. All owner supplied materials and quantities are listed below. Additional materials required to complete this Project should be included in the Contractor's bid. Contractor will be responsible to coordinate Signal equipment pick-up at the

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City Public Works Yard at 555 with the City, load and unload all materials, and deliver safely and securely to the Project site.

Any material or quantities required to complete the signal modification work to those listed in the Brea OFCI table below shall be Contractor purchased to complete the work.

Brea OFCI Materials		
SCHEDULE A		
Item # Per Plan Pole Schedule	**Standard Type**	**Quantity**
1	29-5-100-45-15 with Luminaire and Anchor Bolts	1
5	29-5-100-45-15 * Flat Luminaire M.A, Luminaire, and Anchor Bolts	1
9	PPB Post 4-6" with Anchor Bolts	1
SCHEDULE B		
5	24-4-100-35-12 with Luminaire and Anchor Bolts	1
6	PPB Post 4-5" with Anchor Bolts	2

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PART 2

CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.2 CRUSHED ROCK AND ROCK DUST

200-1.2.1 General

[Add the following to the end of the section:]

Rock dust blotter material shall be required immediately after the completions of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall conform to Rock Dust quality requirements in Table 200-1.2.1(A).

200-1.5 SAND

200-1.5.1 General

[Add the following to the end of the section:].

Sand bedding under miscellaneous PCC improvements and used as bedding in the trench pipe zone, shall conform to the requirements in this section, shall consist of washed granular material, shall not contain any contamination or reclaimed/recycled materials, and shall meet the following specifications:

Sieve Size	Percent Passing
4.75 mm (#4)	98-100
2.36 mm (#8)	93-98
1.18 mm (#16)	92-95
600 um (#30)	85-91
300 um (#50)	75-85
150 um (#100)	40-50
75 um (#200)	15-20

SG, Bulk S.S.D.	2.74
SE, CT 217	>= 30
ASTM -1557-91	112.0 lbs. @ 14% moisture
Plastic Limit ASTM D 4318	0
Plastic Index ASTM D 4318	0 (non-plastic)
Expansive Classification	Non-expansive
pH, CT – 422	8.36
Chloride, CT 417	42 ppm
Sulfate, CT – 417	40 ppm
Resistivity, CT – 417	5,300 (ohm-cm)

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200-2 UNTREATED BASE MATERIALS

200-2.1 General

[Add the following to the end of the section:].

Untreated base to be used for the base course under miscellaneous PCC pavement, as trench backfill and under other miscellaneous PCC improvements shall be Crushed Aggregate Base (CAB), as shown on the plans.

200-2.2 Crushed Aggregate Base

Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer.

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SECTION 201
CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.2 Concrete Specific by Class and Alternate Class

[Revise portion of Table 201-1.1.2 with the following:].

- Concrete class and alternate class for Street Surface Improvements shall be 560-C-3250.
- Concrete for Signal Foundations shall conform to Section 90, "Concrete," of the Standard Specifications, and to Section 90-2, "Minor Concrete." Concrete for reinforced pile foundations and shall contain not less than 590 pounds of cementitious material per cubic yard.

201-1.2.4 Chemical Admixtures

[Delete Subsection in total and replace with the following:].

Admixtures will not be permitted.

201-1.2.5.3 Fly Ash

[Delete Subsection in total and replace with the following:].

Fly Ash will not be permitted.

201-1.4 Mixing

201-1.4.1 General

[Add the following to the end of the section:].

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 “Transit Mixer” of the Standard Specifications.

201-4 CONCRETE CURING MATERIALS

201-4.1.1 General:

- Concrete curing compound shall be Type II for Class 560-C-3250 for street improvements
- Concrete curing compound shall comply with Section 90 “Concrete,” of the Standard Specifications, and to Section 90-2, "Minor Concrete" for reinforced pile foundations.

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SECTION 203
BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

[Delete the second paragraph and replace with the following:].

Asphalt concrete for slot paving, base course pavement as required for trench resurfacing per Details on Plans, and localized reconstruction of the roadway (digouts), as directed by the Engineer, shall be Dense Graded Asphalt Concrete (DGAC) Pavement Type B PG-70-10. A maximum of 10% RAP shall be allowed. Sieve Size shall be ¾-inch.

Asphalt Concrete for final course pavement, as required for roadway resurfacing per Typical Sections and Details on Plans, shall be Type C3 PG-70-10. A maximum of 10% RAP shall be allowed. Sieve size shall be 1/2–inch.

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SECTION 210

PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

[add the following section:].

Paint for traffic lane lines, turn pocket lines, edge lines, channelizing lines, bike lane lines, chevrons, pavement legends, pavement symbols, pavement arrows, cross walks, parking stall markings, stop bars and curbs shall be rapid dry water borne conforming to CALTRANS Specification No. PTWB-01. Glass beads shall be applied to the surface of the rapid dry water borne paint and shall conform to the requirements of CALTRANS Specification No. 8010-004 (Type II). CALTRANS Specifications for water borne paint and glass beads may be obtained from the CALTRANS Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, telephone number (916) 227-7000. No thermoplastic paint will be allowed.

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PART 3
CONSTRUCTION METHODS

SECTION 300
EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.3.1 General
[Delete Subsection in total and substitute with the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment
[Delete Subsection in total and substitute with the following:].

Full compensation for clearing and grubbing shall be considered as included in the contract unit prices or lump sum prices bid for the various items of work involved and no additional compensation will be allowed therefore.

300-1.6 Bituminous Pavement
[Add the following:].

Sawcutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new pavement is constructed.

All necessary sawcutting of AC or any underlying existing improvements shall be to the lines as shown on plans or as directed by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General
[Add the following:].

Unclassified excavation shall include saw cutting, excavating, removing, hauling and disposal of all material including asphalt concrete (A.C.) pavement, P.C.C. pavement, macadam, Petromat/pavement reinforcing fabric, slurry backfill, aggregate base materials, interfering

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structures and objects to the sub-grade elevations indicated on the plans as required to construct the new improvements.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

All existing asphalt concrete pavement joining new construction shall be saw cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench and pothole patches are encountered.

If a significant deviation in pavement thickness is encountered by the Contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the work and preparing bids. It is the Contractor's responsibility to determine actual area and quantities based on the Plans and field conditions. If there is a significant deviation in area and quantities, the Contractor shall immediately notify the Engineer.

300-2.2 Unsuitable Material

300-2.2.2 Wet Material

[Remove the first sentence and replace it with the following:].

If, in the opinion of the Engineer, the existing materials of areas more than 6" below the existing grade are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer, and either process the material to reduce the moisture content to an optimum condition or to remove and dispose of the material and replace it with suitable material. All Work will be done in accordance with Section 301-1 "Subgrade

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Preparation" and Section 301-2 "Untreated Base" of the Standard Specifications.

Crushed Aggregate Base (CAB) compacted to 95% Relative Compaction and conforming to Section 200 "Rock Materials" of the Standard Specifications shall be used to replace materials over-excavated. The removal and replacement of unsuitable material, as determined and authorized by the Engineer, shall be paid for pursuant to Section 3 of these Special Provisions.

300-2.9 Payment
[Add the following:].

Full compensation for the requirements of unclassified excavation shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

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SECTION 301
SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.1 General
[Add the following to the end of the section:].

Prior to the placement of new asphalt pavement or concrete, the subgrade shall be prepared in accordance with the plans and applicable sections of the Standard Specifications and these Special Provisions.

Placement of Aggregate Base

In locations where the existing pavement section contains aggregate base, placement of aggregate base will be required prior to asphalt surfacing to the thickness and elevations as required. The base shall not be placed until the backfill has been thoroughly compacted to the required relative compaction.

After the bottom of the trench subgrade has been properly prepared per Section 301-1, the aggregate base shall be placed and compacted per Section 301-2 of the standard specifications to the limits and dimensions required.

If the Contractor elects to perform the excavation and placement of the aggregate base after the surrounding pavement has been removed, it shall be performed in a manner that does not adversely affect the adjoining aggregate base to remain.

301-1.7 Payment
[Delete the first paragraph and replace with the following:].

Payment for sub-grade preparation shall be considered included in the contract unit prices bid for the various items of work requiring sub-grade preparation involved, and shall include full compensation for furnishing the labor, tools, materials, equipment and incidentals, and for doing all the work and rework involved in processing, compacting and trimming the material as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

301-2 UNTREATED BASE

301-2.1 General
[Revise the first sentence to read as follows:].

Untreated base for pavement, curb, curb and gutter, cross gutters and similar types of improvements shall be constructed of material as specified in Section 200-2 of the Standard Specifications and as called for on the plans, Standard Specifications and in these Special Provisions.

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SECTION 303

CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Add the following:].

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by saw cutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all residents/business establishments at all times throughout the duration of the contract. The only permitted interruption to access will be during the placement of concrete.

No establishment shall be denied access more than one day at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The Contractor shall pour new P.C.C. improvements in such a fashion as to not interrupt access to residents near the job site.

Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

Concrete sidewalk and curb ramps shall be placed on 4” sand bedding per City Standard Plan No. 103-0 and details per Plans. Sand bedding shall consist of washed granular material with a sand equivalent greater than or equal to 30, conforming to Section 200-1.5.3 of the Standard Specifications. Payment for sand bedding shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be allowed therefore.

Concrete curb, curb and gutter, and cross gutters and spandrels shall be placed on 6” crushed aggregate base (CAB) per applicable City Standard Plans and details per Plans. Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer. Payment for CAB bedding shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be

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allowed therefore.

The exact limits of removal of the PCC sidewalk will be determined based on the need for the installation of traffic signal pull boxes, fiber optic cable, conduits, and foundations, and as approved by the Engineer. All concrete improvements, including sidewalks, shall be poured back within two (2) days after removal and completed prior to the weekend. Full compensation for the requirements of removing and replacement of PCC sidewalk shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

303-5.4 Joints

303-5.4.2 Expansion Joints
[Add the following:].

Expansion joints shall be constructed only where specifically designated per details on the plans, and as directed by the Engineer.

303-5.5 Finishing

303-5.5.4 Gutter
[Add the following:].

When gutter and/or cross gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY.

303-5.5.5 Alley Intersection, Access Ramps, and Driveways
[Add the following:].

All limits of removal for the replacement of existing concrete work item shall be per plan unless otherwise directed by the Engineer in the field. It will be the sole responsibility of the Contractor to remove and reconstruct any curb and gutter damaged by the Contractor during the construction. No additional compensation will be allowed.

Removal of any private improvements should be coordinated in writing with the owner and it is Contractor's responsibility to obtain owner's written approval for removal prior to construction. Right-of-Way Entry should be signed by the owner prior to removal of any private improvements at no additional cost to the City.

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SECTION 306
OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL

306-3 Trench Excavation

306-3.1 General

Excess Material - It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from earthwork operations, including pavement, macadam, Petromat, PCC, and excavation material of any character that is not suitable for use in fill or backfill. The Contractor shall provide and maintain, at the construction site, ample means and devices with which to remove and properly dispose of all water entering the excavation. Diversion of surface water from the excavation site shall be the responsibility of the Contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site. Dewatering for the structure and pipelines shall commence when ground water is first encountered, shall be continuous, and shall be accomplished by well points or some other method which will ensure a dry hole and preservation of final lines and grade of the bottom of excavation.

Contractor shall be required to verify depths of utility lines crossings prior to excavation and to adjust grade to avoid utility lines at no additional compensation.

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than five feet. All trench excavations shall be vertical cuts. Laying back the excavation to avoid shoring will not be allowed unless approved in writing by the Engineer.

The Contractor shall provide and maintain at all times during construction ample means and devises to promptly remove and properly dispose of all water entering the excavations or other parts of the work.

Removal of groundwater shall be performed to ensure a firm and stable subgrade for the construction of structures. All costs for such dewatering shall be included in the prices bid for the various items of work except as may be otherwise provided for in the bid form.

No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against walls for a period of twenty (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above. Dewatering shall be accomplished by trash pumps or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

When the actual elevation or position of any existing pipe, conduit, or other underground appurtenances cannot be determined without excavation, the Contractor shall excavate and expose the existing improvements at the location shown on the plans and any other locations deemed necessary by the Engineer. Such excavation shall be considered as part of the excavation necessary for the work. The Engineer shall be given the opportunity to inspect the existing improvement when it is exposed. Any adjustments in line or grade which may be necessary to accomplish the intent of the plans shall be approved by the Engineer.

The Contractor shall make arrangements for a disposal site, but in no instance shall any material be wasted

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or dumped in any area until permission of the owner of the property has been secured in writing, and a copy of the permit has been furnished to the Engineer. The cost of disposal of excess or waste material shall be borne by the Contractor.

306-1.5.1 Temporary Resurfacing

Temporary patching or steel plating work area is required immediately after backfilling in the paved or surfaced portions of the Project. The Contractor shall be responsible for maintaining said temporary patching and plating at all times, until permanent resurfacing has been completed by the Contractor. Steel plating shall include temporary asphalt concrete pavement transitions, as required by the Engineer.

The cost of furnishing, placing, maintaining, removing and disposing of temporary resurfacing materials shall be included in the contract unit price bid for the various items of work involved and no additional compensation will be allowed.

306-1.5.2 Permanent Resurfacing

The Contractor shall replace the street section, pavement, and aggregate base in accordance with the plans and specifications and to the satisfaction of the Engineer .

306-3 TRENCH EXCAVATION

306-3.2 Removal of Surface Improvements

[add the following:]

All pavement shall be sawcut with clean, straight, vertical edges for the trench work as required. The Contractor shall protect all AC pavement and adjacent concrete surfaces outside the work area to avoid damaging the existing AC pavement and concrete. All damage to existing AC pavement and concrete surfaces that are determined by the Engineer to be the result of the Contractor's operation, and not considered a pre-project condition, shall be repaired pursuant to the Specifications by the Contractor at no cost to the AGENCY.

306-4 SHORING AND BRACING

[add the following:].

The Contractor will be required to show proof to the CITY that necessary permit(s) and notification(s) have been made to the proper authorities regarding trench excavation five (5) feet or deeper prior to start of any work. Shoring is also required in proximity of existing water mains as required to prevent side blow-outs and as required to maintain existing service during construction of the new water mains. The Contractor will NOT be allowed to begin work until this has taken place. The Contractor will not be allowed any additional work days for delays associated with receiving the required permit(s) or submitting the required notification(s).

Payment for shoring and bracing excavations is considered included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed therefore.

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SECTION 310
PAINTING

[Delete Section in total and substitute with the following:]

TRAFFIC SIGNING, STRIPING AND MARKINGS

Pavement traffic signing, striping and markings including raised lane line and fire hydrant reflective markers (RPM's) shall be provided and installed at the locations and per the Standard Drawings indicated on the plans, as directed by the Engineer and in accordance with the following Special Provisions.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

Pavement marking and striping shall conform to the provisions of Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Specifications and these Special Provisions.

Paint and glass beads shall be furnished and applied by the Contractor. Stripes and pavement legends shall be reflectorized.

The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the engineer.

Two (2) coats of paint shall be applied to painted striping lane and control lines with a minimum seven (7) days between coats. Reflective material consisting of glass beads shall be applied to the surface of each coat of paint prior to setting so that the beads shall have proper adhesion.

Glass beads shall conform to State Specifications 8010-IIE-22 Type II and shall be mechanically applied at a rate of six (6) to eight (8) pounds of beads per gallon of paint. Glass beads shall be applied to pavement striping by a dispensing device developed for this purpose or other methods approved by the Engineer.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations.

Contractor will not be required to use a vacuum attachment under the following conditions:

1. When approved by Agency
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (preferably a vacuum type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until swept up.

The contractor shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than 0.5 inch in 50 feet from the alignment shown on the plans. The dimensional details of the stripes and markings shall conform to the provisions set forth in the Manual of Uniform Traffic Control Devices available from Caltrans.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

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All legends, including limit lines, **shall be striped within 72 hours** after the street (if applicable) has received the final surface course.

Contractor shall be responsible to place and maintain temporary traffic control(s) during the period that the lane lines are obliterated.

Striping shall be supplemented with raised pavement markers as required by the Standard Drawings, referenced on the plans. In addition, blue raised pavement markings shall be installed adjacent to fire hydrants and fire department connection in conformance with City of Brea Standard Drawing 306-0.

- One marker for every fire hydrant
- Two markers for hydrants located at corners

Raised pavement markers shall conform to provisions in Section 85, "Pavement Markers" of Caltrans Specifications, State of California Traffic Manual and these Special Provisions.

Hot melt bitumen adhesive shall be used to cement the markers to the pavement.

Grinding shall not be permitted.

All pavement striping and markings shall conform to the standards of applicable portions of the current State of California, Department of Transportation **Manual on Uniform Traffic Control Devices (MUTCD)**, and **Standard Plans** A20A-C and A24A-D.

Temporary Striping, Signing, Raised Pavement Markers:

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the Engineer for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

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PART 7
STREET LIGHTING AND TRAFFIC SIGNALS
SECTION 700
MATERIALS

[Amend Section 700 and 701 with the following:]

Refer to the "Caltrans" Standard Specifications sections referenced herein for these additions to the "Standard Specifications".

"CALTRANS" STANDARD SPECIFICATIONS

The following Sections of the "Caltrans" Standard Specifications, and California Manual on Uniform Traffic Control Devices latest editions, shall be used for all work specified in these sections:

Section 86: GENERAL
Section 87: ELECTRICAL SYSTEMS

The following additions, as revised, to Sections 86 and 87 of "Caltrans" Standard Plans and Specification latest edition shall apply.

700-1 GENERAL.

700-1.1 Standard Specifications

The Standard Specifications for traffic signals and the work to be performed as part of this project shall be Section 82, Section 84, Section 86, and Section 87 of the State of California, Department of Transportation, Standard Specifications dated 2018 and latest updates, excepting Part I, "General Provisions" as modified by AGENCY, unless specifically referenced in these Special Provisions.

700-1.2 Scope of Work

The work to be performed shall include the modification of the existing traffic signal and street lighting systems at:

Lambert Road and Cliffwood Avenue-Cliffwood Park Street (Schedule A)
State College Blvd. at Cliffwood Ave. and Balsa Ave. (Schedule B)

For the traffic signal modification, the City will be furnishing the new traffic signal poles, mast arms, and PPB post for the Project. The Contractor will be responsible for picking up these materials up from the City Public Works yard at N. 545 Berry Street, transporting them to the Project site and installing them per the Project plans or coordinating the delivery from the signal pole manufacture for site delivery.

Other than the material identified within Section 9 of these Specifications, the Contractor shall furnish and install all material, equipment and appurtenances as necessary to accomplish the work indicated on the Plans and specified in these Specifications.

The work to be performed shall include, but is not limited to, furnishing equipment and installation of new pull

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boxes with various sections of conduit, traffic signal upgrades, installing new traffic signal standards and PPB Post (furnished by City), reuse controller units, video detection system, installing signing and striping, develop and implement traffic control plans, temp signal poles PCC sidewalk removal and replacement, and all associated work for intended construction identified on the Plans, Specification, and Detail Construction Drawings and defined within these Special Provisions.

Should any items or details to make a complete installation be found missing from the Specifications, same shall be supplied as if distinctly specified.

Before starting any construction, the Contractor shall notify the City Engineer in writing, giving the name, address, and telephone number where he can be reached when work is not in progress as well as giving twenty-four (24) hours notice prior to commencing any construction. Should the progress of the work cease for more than a normal working day, the Contractor shall again notify the City Engineer as to when the work will again begin. Any work done without proper notification shall be subject to disapproval by the City Engineer.

The Contractor shall furnish and install all appurtenances required by the Southern California Edison Company for completion of the power supply.

Other items of work or details not mentioned above that are required by the Standard Specifications or these Special Provisions, shall be performed, placed, constructed or installed.

The Contractor shall be responsible to call Underground Service Alert at 1-800-422-4133 a minimum of 5 (five) working days prior to any construction.

700-1.3 Record Drawings

The Contractor is required to submit to the Engineer "Record Drawing" prints prior to the City's acceptance of the work. The prints shall indicate in, red, all deviations from the contract plans such as location of poles, pull boxes and runs and depths of conduit, number of conductors and other appurtenant work for future references.

Failure to comply with this requirement may result in the City not accepting the project as complete.

700-3 STANDARDS, PEDESTALS AND POSTS

Standards, steel pedestals, and posts shall conform to the provisions in Section 86-2.04, "Standards, Steel Pedestals, and Posts," of the Standard Specifications, the Standard Plans, except as amended herein and Special Provisions.

The location of all standards shall be approved in the field by the Engineer.

Standards, pedestals and posts shall be installed with 36" minimum clearance from pole centerline to face of curb or edge of shoulder unless otherwise shown on the plans or as directed by the Engineer.

Standards shall be manufactured and installed as such that the handhole access faces in the direction of vehicular travel.

Plumbing of the standards shall be accomplished by adjusting the nuts on the anchor bolts before the foundation cap is placed. Shims or other similar devices for plumbing the standard or raking will not be permitted. After plumbing the standard, anchor bolts shall be cut off 0.250-inch above the nuts. The newly exposed surfaces shall be repaired by thoroughly wire brushing the damaged areas to remove all loose and cracked coating. The

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cleaned exposed areas shall be painted with two (2) applications of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint." of the Standard Specifications. Paint cans containing aerosol propellant shall not be used.

The Contractor shall furnish and install all intersection signs on standards as shown on the plans and per the Special Provisions to the satisfaction of the Engineer.

700-4 CONDUIT

Conduit shall conform to the provisions of Section 86-1.02B, "Conduit and Accessories," and Section 87-1.03B "Conduit Installation," of the Standard Specifications, except as amended herein within these Special Provisions.

Conduit shall be Type 3 rigid nonmetallic PVC conduit.

700-5 CONDUCTORS AND WIRING

Conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors," and Section 86-1.02F, "Conductors and Cables," and Section 87-1.03F Conductors and Cable Installation," of the Standard Specifications, except as amended herein within these Special Provisions.

Neutral and ground shall be No. 10 AWG copper. Three (3) feet of slack shall be provided for each conductor in each pull box.

700-6 VEHICULAR TRAFFIC SIGNAL ASSEMBLIES

The vehicular signal assemblies shall be furnished 12-inch LED signal head as indicated on plans. LED signal heads shall conform to the provisions in Sections 86-1.02R/87-1.03R Signal Heads" of the State Specifications, the Standard Plan ES-4A and Revised Standard Plan RSP ES-4E of the CALTRANS Standard Plans and these Special Provisions as shown on plans.

All signal faces shall be 12-inch light emitting diode (LED) signal modules. LED signal modules shall conform to Institute of Transportation Engineering (ITE) Specifications. Prior to placing the intersection in operation, all lenses and/or reflectors shall be cleaned of dirt, grease, fingerprints, etc., with a liquid cleaner. No cleaner with ammonia content, or type leaving a residue, will be accepted.

The top head gasket for all signal and pedestrian heads shall have a minimum thickness of 1/8- inch and shall be neoprene. A metal washer of the same diameter size shall be placed on the top of the neoprene gasket to secure and provide a watertight fitting.

All signal mounting framework shall incorporate the use 1-1/2" lock nipples for the mounting of signal and pedestrian heads.

Backplate sections shall be joined using: (1) aluminum rivets and washers; or (2) machine screws #8 or #10 x 32 with washer, lock washer and nut; or (3) a combination of (1) and (2). Rivets, washers and nuts shall be painted to match backplate. Note all fastener holes in backplate shall contain a fastener.

Any LED module proposed for use under this CONTRACT shall be listed as a STATE pre-qualified product.

All lenses shall be glass.

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Signal head mountings with terminal compartments shall be used. All mountings shall be located to provide a minimum of 24-inch horizontal clearance from the edge of the signal visor or pedestrian head to the curb face. All terminal compartments shall be bronze.

700-7 LED COUNTDOWN PEDESTRIAN SIGNAL FACE MODULES

LED countdown pedestrian signal face modules shall conform to the provisions in Section 86-1.02S(3)(c), "LED Countdown Pedestrian Signal Face Modules," of the Standard Specifications, the most current Americans with Disabilities Act (ADA) requirements, and these Special Provisions.

All new pedestrian indications shall be countdown signal module. The message bearing surface of the module shall be supplied with an outline “HAND” and “MAN” symbol, overlapping, that comply with Institute of Transportation Engineer’s (ITE) Publication ST-011B “Pedestrian Traffic Control Signal Indications” (PTCSI) standard for these symbols. The numbers 00 to 99 on the numerical display shall have a minimum height of 7 inches.

700-8 PUSH BUTTON ASSEMBLIES

Pedestrian push buttons shall conform to the provisions in Section 86-1.02U, "Push Buttons Assemblies," and Section 87-1.03U “Push Button Assemblies,” of the Standard Specifications, the most current Americans with Disabilities Act (ADA) requirements, and these Special Provisions.

Pedestrian push buttons shall be metal Type “B” per Caltrans Standard Plans ES-5C, with new 5”X7” R10-4b sign or City of Brea approved equal.

The entire push button housing shall be metal.

The plunger/actuator surface shall have a minimum diameter of 2 inches.

Where existing pedestrian bush button assemblies are removed, the remaining holes in poles shall be repaired per Section 86-2.04A of the Standard Specifications.

700-9 PHOTOELECTRIC CONTROLS

Photoelectric controls shall conform to the provisions in Section 86-6.07, "Photoelectric Controls," of the Standard Specifications, except as amended herein and the Special Provisions.

The photoelectric controls shall be Type V for luminaires.

700-10 DETECTORS

Detectors shall conform to the provisions in Section 87-1.03V, "Detectors," of the Standard Specifications and these Special Provisions.

The Contractor furnish and install new Iteris Vantage Next video detection systems including detection cameras and processors and arrange configuration and turn-on support (Schedule B), and reuse existing Iteris Vantage Video Detection System (Schedule A).

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The Contractor shall furnish and install CAT5 cable or the manufacturer's recommended cables from the controller cabinet to each of the cameras on the poles indicated on construction plans.

The camera shall be installed on the traffic signal pole luminaire arm, or on a signal arm where indicated on plans per the camera manufacturer's specifications.

The Contractor shall set the video detection zones per City of Brea representative in the field.

The Contractor shall furnish and install **16-3 SJO power cables** and **Belden No. 8281** coaxial cables from the controller cabinet to the cameras. The Contractor shall also install a 15 ampere circuit breaker for camera power in the in the service enclosure or inside the controller cabinet as directed by the Engineer. Cameras shall be installed on the traffic signal pole luminaire arms as indicated in the TABLE OF REQUIRED WORK on the plans. The power and coaxial cables shall be enter the luminaire arm via the luminaire and run through the pole and the conduit runs indicated in the TABLE OF REQUIRED WORK on the plans to the controller cabinet.

Existing loop detectors located in left turn lanes, bike lanes and at crosswalks will no longer be used. The Contractor shall remove loop detector lead-in cable (DLC) (s) from the nearest pullbox to the controller cabinet via the conduit runs indicated in the TABLE OF REQUIRED WORK on the plans. DLCs for advance loop detectors that are to remain in operation shall be protected in place. The cables shall not be removed until the video cameras have been installed. The video camera power and coaxial cables shall be installed on the same day the DLCs are removed. The video detection system shall be operational within 48 hours after the DLCs are removed.

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SECTION 701
CONSTRUCTION

700-1 GENERAL

The Standard Specifications for traffic signals and the work to be performed as part of this Project shall be Section 82, Section 84, Section 86, and Section 87 of the State of California, Department of Transportation, Standard Specifications dated 2018 and latest updates, excepting Part I, “General Provisions” as modified by AGENCY, unless specifically referenced in these Special Provisions.

700-1.1 Equipment List And Drawings

Equipment list and drawings of electrical equipment and material shall conform to the provisions in Section 86-1.03, "Equipment List and Drawings." of the Standard Specifications and these Special Provisions.

The Contractor shall furnish 3 copies of the maintenance manual for all auxiliary equipment and video detection system. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the cabinet is delivered for testing or, if ordered by the Engineer, prior to purchase.

The maintenance manual shall include, but need not be limited to, the following items:

1. Specifications
2. Design Characteristics
3. General Operation Theory
4. Function of all Controls
5. Trouble Shooting Procedure Diagnostic Routine)
6. Block Circuit Diagram
7. Geographical Layout of Components
8. Schematic Diagrams
9. List of Replaceable Component Parts with Stock Numbers

Failure to comply with this requirement may result in the City not accepting the project as complete.

701-2 MAINTENANCE OF EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Maintaining existing and temporary electrical systems shall conform to the provisions in Section 86-1.05, "Maintaining Existing and Temporary Electrical Systems," of the Standard Specifications and these special provisions.

All work to be done in connection with the modification of traffic signals shall be performed in such a manner that the signals will be in continuous operation except for a one-hour period between the hours of 9:00 AM and 3:00 PM on weekdays when they may be turned off for necessary work.

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The placement of any temporary wiring necessary to maintain traffic signal operations, if needed, shall provide a minimum of 18 feet vertical clearance for vehicles and a minimum of 10 feet clearance over pedestrian areas. All safety regulations and precautions shall be observed in the installation of any temporary wiring.

Two weeks prior to any proposed turn off of the traffic signal, the Contractor shall advise the Engineer and Caltrans of his anticipated schedule for turn off. Notice of the firm schedule for turn of the signals shall be made to the Engineer and Caltrans at least 72 hours prior to the turn off and the Contractor shall make arrangements with the Police Department for police officer traffic control during the shutdown.

All signal indications, pedestrian push buttons, detectors and control equipment shall be maintained in operation except during shutdown hours as specified above.

Full compensation for maintaining existing and temporary electrical systems shall be considered as included in the price paid for Signal Modification bid item and no additional compensation will be allowed therefore.

701-3 COORDINATION WITH THE SERVING ELECTRICAL UTILTY

The Contractor shall inspect the location of each Standard for safety clearance requirements and notify the Engineer and servicing electrical utility, in writing, of the locations where safety clearances are required. The Contractor shall be responsible to coordinate with Southern California Edison with respect to servicing the electrical service work.

Request for safety clearances shall be made at least 21 days in advance of the date the Contractor will be working at each location requiring safety clearance by the servicing electrical utility.

701-4 DAMAGE TO EXSTING SYSTEMS

Any damage to the existing electrical system which is not part of the work or shown on the plans shall be immediately repaired by the Contractor at his cost. The Contractor shall notify the Engineer immediately of the damage, provide the repair scope of work, and immediately arrange for the repair work. The repair work shall comply with these Special Provisions and be approved by the Engineer.

701-5 TEMPORARY SYSTEMS

The Contractor shall be responsible to provide all temporary street lighting and/or traffic signal systems as part of the removal and replacement of the existing system. Construction of the temporary system shall be shown as an individual activity within the Construction Schedule and within working drawings as part of the submittals.

701-6 ORDERING MATERIAL

Contractor shall submit as part of the submittal matrix a letter from the supplier stating that the Contractor-furnished material has been ordered with supplier name, material ordered, and delivery dates.

701-7 EXCAVATION AND BACKFILL

Excavation and backfill for the signal work shall comply with these Special Provisions.

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701-8 FOUNDATIONS

Foundations for electroliers, signal standards, posts, cabinets, and pedestals shall conform to the applicable provision in Section 86-2.03, "Foundations," of the Standard Specifications except as amended herein and the Special Provisions.

Portland cement concrete shall conform to Section 90, "Portland Cement Concrete," of the Standard Specifications, and to Section 90-10, "Minor Concrete." Concrete for reinforced pile foundations shall contain not less than 590 pounds of cementitious material per cubic yard.

Section 86-2.03, “Foundations,” of the Standard Specifications is amended by deleting the last paragraph.

701-9 ANCHOR BOLTS, NUTS, AND WASHERS

Anchor Bolts, Nuts, and Washers shall conform with the provisions of the Standard Specifications, the Standard Plans, except as amended herein within these Special Provisions.

701-10 STANDARDS, PEDESTALS AND MAST ARMS

Standards, steel pedestals, and posts shall conform to the provisions in Section 86-2.04, "Standards, Steel Pedestals, and Posts," of the Standard Specifications, the Standard Plans, except as amended herein within these Special Provisions.

701-11 PULL BOXES

Pull boxes shall conform to the provisions in Section 86-1.02C, "Pull Boxes," and Section 87-1.03C “Installation of Pull Boxes,” of the Standard Specifications, Standard Plans, except as amended herein within these Special Provisions.

Pull boxes shall be concrete with fibrolite lids. Pull boxes shall not have plastic coating on the top. Pull box lids shall not have bolt-down feature.

The pull boxes shown on the plans are to be installed as a minimum. The Contractor may, at his own expense, install additional or large pull boxes to facilitate his work with the approval of the Engineer.

Pull boxes shall be No. 6 unless noted otherwise on the construction plans.

Pull box extensions shall be installed at pull box locations adjacent to the controller cabinet or as shown on the construction plans unless otherwise specified by the Engineer.

Pull boxes shall not be installed in any part of a driveway, wheelchair access ramp or other traveled way.

Pull box lids shall be labeled “TRAFFIC SIGNAL,” for traffic signal, “TRAFFIC SIC,” for traffic signal interconnect cable, and “TRAFFIC FOC,” for fiber optic cable.

701-12 CONDUIT

Conduit shall conform to the provisions of Section 86-1.02B, "Conduit and Accessories," and Section 87-1.03B “Conduit Installation,” of the Standard Specifications, except as amended herein within these Special Provisions.

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Section 87-1.03B(3)(b), "Conduit Installation under Paved Surfaces," first sentence shall be deleted.

All conduit runs under roadways shall be installed by approved boring, jacking or drilling methods.

Conduit runs under some areas of A.C. pavement or dirt parkways may be placed using the "Trenching in Pavement Method" with permission of the Engineer. Material and compaction for backfill shall be as specified by the Engineer.

The Contractor shall notify the Engineer immediately of any necessity to use "Trenching in Pavement Method" on any portion of the street right-of-way. After gaining permission from the Engineer to open cut the street, the Contractor shall obtain a Street Excavation Permit from the City of Brea, Public Works/Engineering Department.

Duct sealant satisfactory to the Engineer shall be applied around underground conduit terminating inside the traffic controller cabinet at the point where the conduit enters the cabinet to prevent moisture intrusion.

701-13 WIRES, CONDUCTORS AND CABLES

701-13.1 General

Conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors," and Section 86-1.02F, "Conductors and Cables," and Section 87-1.03F Conductors and Cable Installation," of the Standard Specifications, except as amended herein within these Special Provisions.

Where new conductors are to be added to existing conductors in a conduit, the Contractor shall:

a) Pull out existing conductors in the conduit and test the conductors for any defects per the Standard Specifications.
b) Clean the conduit per the Standard Specifications.
c) Replace all defective conductors with new conductors. Replacement of damaged conductors will be made by the Contractor. Compensation will be granted for the replacement of the conductors in accordance with Section 2-8 "Extra Work," of the "GREENBOOK, Standard Specifications for Public works Construction, latest edition.
d) Pull both the old and new conductors into the conduit as a unit.

Unless specified otherwise or permitted by the Engineer, splices shall conform to the provisions in Section 87-1.03H "Conductor and Cables Splices," and will be permitted only in the following types of circuits at the following locations:

1. Grounding signal light conductors in pull boxes.
2. Pedestrian push buttons circuits in pull boxes.
3. Multiple lighting conductors in bases of standards or in pull boxes.

701-13.2 Splices

No splices shall be made in conduits.

Unless otherwise specified or permitted by the Engineer, there will be no looping of phase wires between poles.

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Cable is required per plan.

701-13.3 Bonding And Grounding

Bonding and Grounding shall conform to the provisions in Section 86-1.02F(2)(c)(ii), "Bonding Jumpers and Equipment Grounding Conductors," of the Standard Specifications, except as amended herein within these Special Provisions

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Grounding jumper shall be attached by a 0.187-inch or larger brass bolt in the standard or pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

701-14 SERVICES

701-14.1 General

Contractor shall obtain daily circuit clearance from the serving electrical utility. All equipment and material to complete the connection work as shown on the plans shall be furnished and installed by the Contractor.

Upon the Contractor's written request, the Engineer will arrange with the serving utility to complete the service connections for permanent installations.

701-15 BLANK

701-16 BLANK

701-17 TRAFFIC SIGNAL CONSTRUCTION

701-17.1 General

Traffic signal materials and installation shall comply with Caltrans Standard Plans and Specifications (2018 Edition) and these Special Provisions.

701-18 TESTING

Testing shall conform to the provisions in Section 86-2.14, "Testing," of the Standard Specifications, except as amended herein within these Special Provisions,

In lieu of State testing, the testing of traffic signal equipment, including controller units, fully wired cabinets and auxiliary equipment as specified in Section 86-3, "Controller," of the Standard Specifications shall be tested by Team Econolite. The bid price shall include the cost of testing by Team Econolite and no further compensation will be allowed.

The Engineer/Traffic Engineer shall be notified, in writing, at least five (5) days prior to the intended "turn-on" and beginning of functional test.

Turn-on of the new traffic signal system shall not be on, nor shall the five (5) day functional test start on a

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Friday, Saturday, Sunday, holiday or any day proceeding a holiday. No exceptions will be made.

The Contractor shall arrange to have a City signal technician to work on controller and the controller cabinet manufacturer, or his representative, present at the time the equipment is turned on during the first day of the functional test and upon completion of the field installation.

Prior to turn-on, all equipment, and wiring as shown on the plans, shall be installed and operable. A qualified representative from the Contractor shall be present to immediately correct any deficiencies (i.e., loop wiring, signal wiring, head adjustments, etc.) that are discovered subsequent to the turn-on. All louvers, hoods and signal heads shall be directed to provide proper visibility. All signs, striping and pavement markings as required on the plans shall be in place prior to turn-on.

701-19 BLANK

701-20 SALVAGE

Unless otherwise specified, wires/conductor/cables, Standards, mast arms, pedestals, electrical equipment, and foundations that are not specified in these Special Provisions or shown on the Plans to be salvaged shall become the property of the Contractor and shall be removed from the Work site at no cost to the Agency.

MEASUREMENT AND PAYMENT

All provisions mentioned herein within Part 7 of these Special Provisions shall be considered included in the Traffic Signal Modification Bid items and no further compensation will be allowed.

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APPENDIX A

STANDARD PLANS/SITE MAP

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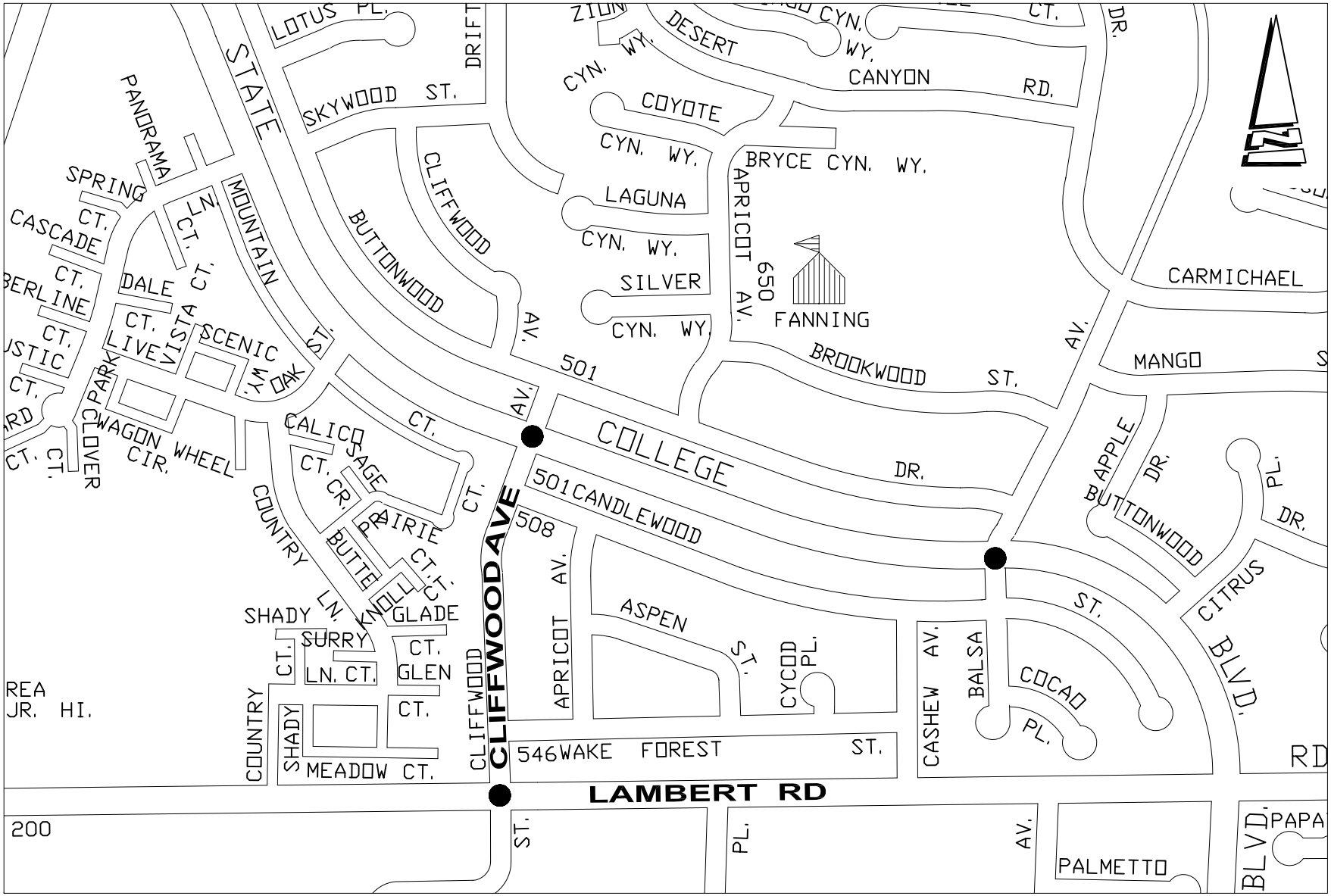
PROJECT 7717

TRAFFIC SAFETY ENHANCEMENTS - CLIFFWOOD NEIGHBORHOOD TRAFFIC CALMING IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

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GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

1. ALL APPLICABLE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
2. THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", LATEST EDITION INCLUDING SUPPLEMENTS THERETO, IS HEREBY MADE A PART OF THIS PLAN.
3. PAVEMENT SHALL CONSIST OF A MINIMUM OF 4" (INCHES) ASPHALT CONCRETE ON 6" (INCHES) AGGREGATE BASE OR CRUSHED MISCELLANEOUS BASE. 4" ASPHALT CONCRETE PAVING SHALL CONSIST OF 2" WEARING COURSE III-C3-PG-64-10 OVER 2" BASE COURSE III-B2-PG-64-10.
4. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN ON PLANS AND/ OR HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
5. ALL CONCRETE SHALL BE CLASS 560-C-3250 (6 SACK MIX) AND SHALL BE CURED WITH TYPE-1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
6. ALL ASPHALT CONCRETE STREET SURFACES SHOWN HEREON SHALL BE SEAL-COATED, WHEN DIRECTED BY THE CITY ENGINEER, FULL-WIDTH USING AN APPROVED TYPE SS-1H EMULSION WITH NO MORE THAN 50% WATER ADDED. A TRUCK MOUNTED SPRAY BAR SHALL BE UTILIZED FOR SPREADING.
7. THE CONTRACTOR SHALL COORDINATE ALL SIGN INSTALLATIONS WITH THE CITY ENGINEER PRIOR TO SIDEWALK INSTALLATION.
8. AN APPROVED SOIL STERILANT SHALL BE UNIFORMLY APPLIED IN ALL AREAS TO BE PAVED UNDER THE DIRECTION OF THE CITY ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MAILBOX BLOCK-OUT LOCATIONS WITH THE U.S. POSTAL SERVICE PRIOR TO SIDEWALK INSTALLATION.
10. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY AND SHALL BE RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
11. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
12. THE CONTRACTOR SHALL MAKE APPLICATION TO THE CITY OF BREA, AND OBTAIN A CONSTRUCTION WATER METER (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BREA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. EXCAVATION IN STREETS WHICH HAVE BEEN CONSTRUCTED OR RECONSTRUCTED WITHIN THE PAST FIVE (5) YEARS AND SEAL COATED WITHIN THE PAST TWO (2) YEARS SHALL BE SUBJECT TO RESTRICTIONS.

BREA CALIFORNIA CITY OF BREA	GENERAL NOTES - STREET IMPROVEMENTS		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 101-0 SHEET 1 OF 2

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GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

15. ALL CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A "C-8" OR "A" LICENSED CONTRACTOR.

16. 24-HOUR NOTIFICATION IS REQUIRED FOR ALL PUBLIC WORKS INSPECTIONS. CONTACT THE CITY OF BREA PUBLIC WORKS DEPARTMENT, MONDAY TO THURSDAY (EXCLUDING HOLIDAYS), 8 a.m. to 5 p.m., AT (714) 990-7650.

17. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN CONFORMING TO THE CITY OF BREA TRAFFIC CONTROL REQUIREMENTS.

18. ANY CHANGES FROM THE PLAN, STANDARDS NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.

19. INSTALLATIONS NOT CONFORMING TO THE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE CITY ENGINEER.

20. BASIC TRENCH REPAIR PROCEDURES SHALL BE PRE BREA STD PLAN 102.

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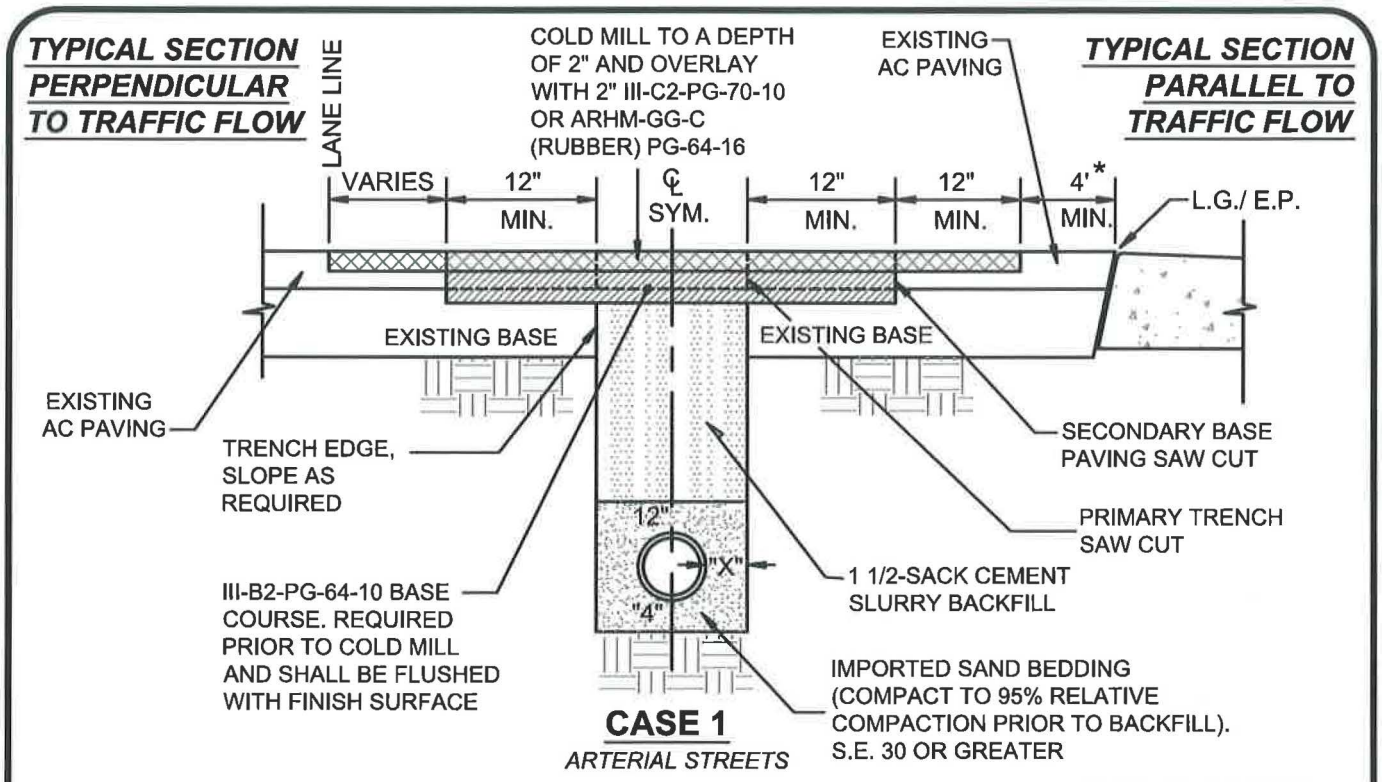
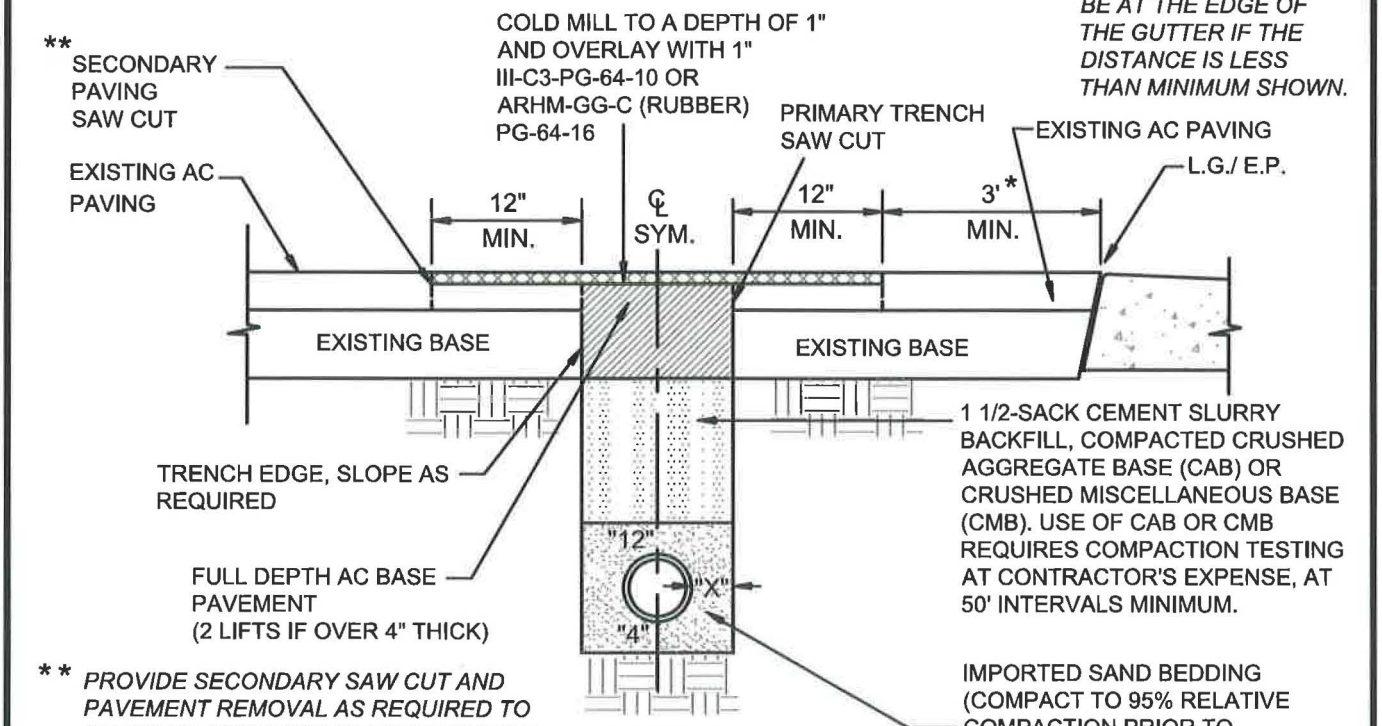


CASE 1

ARTERIAL STREETS

**OVERLAY LIMIT SHALL BE AT THE EDGE OF THE GUTTER IF THE DISTANCE IS LESS THAN MINIMUM SHOWN.*



*** PROVIDE SECONDARY SAW CUT AND PAVEMENT REMOVAL AS REQUIRED TO CLEAN UP ANY BROKEN, UNDERCUT OR UNEVEN EDGES.*

CASE 2

LOCAL STREETS

BREA CALIFORNIA

CITY OF BREA

TRENCHING DETAILS

APPROVED: CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER 102-0

SHEET 1 OF 3

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

NOTES:

1. BASE COURSE SHALL BE B2-PG-64-10, AND SHALL BE CONSTRUCTED AT 1" GREATER DEPTH THAN EXISTING PAVING, BUT NO LESS THAN 4" THICK.
2. FINAL CAP SHALL BE III-C2-PG-70-10 OR ARHM-GG-C (RUBBER) PG-64-10.
3. APPLY #30 SILICA SAND EVENLY TO FINISHED PAVEMENT AND EXPOSED TACK COAT.
4. AC PAVEMENT SHALL BE SAW CUT OR COLD MILLED. NO PAVEMENT BREAKERS ALLOWED.
5. ALL LIQUIDS GENERATED BY SAW CUTTING SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH THE CITY'S NPDES PERMIT.
6. EDGES OF SAW CUT AND SURFACE, SHALL BE TACK COATED WITH AN APPROVED TYPE SS-1H EMULSION WITH NO MORE THAN 50% WATER ADDED. EDGES SHALL BE CLEAN AND DRY BEFORE TACK COAT APPLICATION.
7. SAW CUTTING MUST BE COMPLETED IN ADVANCE OF PAVING WITH SUFFICIENT TIME TO ALLOW MOISTURE TO EVAPORATE BEFORE APPLYING SS-1H TO EDGES.
8. EXCAVATED MATERIAL SHALL BE REMOVED FROM THE PUBLIC RIGHT-OF-WAY EACH WORK DAY AND DELIVERED TO AN APPROVED LANDFILL OR ALTERNATE SITE WITH CITY ENGINEER'S APPROVAL.
9. THE CONTRACTOR SHALL FILE WITH THE CITY ENGINEER A RECYCLED MATERIALS CERTIFICATE TO COMPLY WITH AB 939 AS REQUIRED.
10. COMPACTION TEST SHALL BE PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER.
11. IF SOFT, SPONGY OR UNSTABLE MATERIAL IS ENCOUNTERED AT TRENCH BOTTOM, THE MATERIAL SHALL BE REMOVED AND REPLACED WITH BASE MATERIAL TO A DEPTH ORDERED BY THE CITY ENGINEER.
12. DISTANCE "X" SHALL BE 6" MINIMUM OR AS SPECIFIED ON PLAN, STANDARD PLAN, OR BY UTILITY.
13. UNLESS PRIOR APPROVAL IS GIVEN BY THE CITY, PROVIDE A TRAFFIC CONTROL PLAN PER WATCH MANUAL OR AS REQUIRED BY TRAFFIC ENGINEER.
14. AN INSPECTION REQUEST MUST BE MADE 24 HOURS PRIOR TO WORK.
15. CONTRACTOR SHALL SET UP TRAFFIC CONTROL IN COMPLIANCE WITH WATCH MANUAL,OR AS THE APPROVED TRAFFIC CONTROL PLANS.
16. ALL FINISHED REPAIRS SHALL BE WITHIN 0.125" OF EXISTING AC SURFACE.
17. SECONDARY SAW CUT (IF REQUIRED) SHALL BE CLEAN, STRAIGHT, VERTICAL EDGES A MINIMUM OF 12" BEYOND THE PRIMARY TRENCH CUT. SAW CUT AS REQUIRED TO ACHIEVE A CONTINUOUS STRAIGHT EDGE INCORPORATING ANY AREAS OF PAVING BROKEN OUT OR UNDERMINED DURING CONSTRUCTION.
18. SUB-GRADE SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE DENSITY.
19. FINISHED PAVEMENT SURFACE SHALL EXHIBIT A SMOOTH, UNIFORM APPEARANCE FREE OF VOIDS AND SEGREGATION.
20. TRAFFIC CONTROL MEASURES ARE TO REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL AND WILL ACCEPT TRAFFIC WITHOUT SCUFFING OR RUTTING.
21. COLD MILL (2" MIN.) SHALL BE COMPLETED A MAXIMUM OF 10 DAYS AFTER COMPLETION OF BASE COURSE.
22. COLD MILL SHALL EXTEND 10' (FEET) OUTSIDE OF EXCAVATION LIMITS PERPENDICULAR TO TRAFFIC FLOW AND 12" (INCHES) OUTSIDE OF EXCAVATION PARALLEL TO TRAFFIC FLOW.

BREA CALIFORNIA CITY OF BREA	TRENCHING DETAILS		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 102-0 SHEET 2 OF 3

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

NOTES:

23. FOR LONGITUDINAL TRENCHES OVER 150' IN LENGTH, A MINIMUM 10' WIDE, 2" GRIND AND OVERLAY IS REQUIRED.
24. THE PIPE ZONE WIDTH SHALL BE A MINIMUM OF 12" PLUS THE PIPE DIAMETER AND THE MAXIMUM OF 20" PLUS THE PIPE DIAMETER, IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK).
25. IN THE EVENT OF TRENCH WALL FAILURE, TRENCH LIMITS MAY BE EXTENDED AS DETERMINED BY THE CITY ENGINEER. ADDITIONAL BACKFILL REQUIREMENTS MAY BE REQUIRED.
26. FULL AC REPLACEMENT OF THE ASPHALT BETWEEN THE TRENCH AND THE CURB OR GUTTER SHALL BE REQUIRED FOR ANY TRENCH WHERE THE PAVEMENT REMOVAL IS WITHIN 3' OF CURB OR GUTTER.
27. REMOVAL OF 5 OR MORE SEPARATE AREAS OF PAVEMENT WITHIN A 150' LONGITUDINAL LENGTH OF STREET SHALL REQUIRE A TYPE II SLURRY SEAL EXTENDED 5' BEYOND THE LIMITS OF THE OUTERMOST PAVEMENT REMOVAL.

BASIC TRENCH REPAIR PROCEDURES:

A. VERIFY COMPLIANCE WITH ALL PERMIT, INSPECTION AND TRAFFIC CONTROL REQUIREMENTS.

B. PERFORM PRIMARY TRENCH SAW CUT AND COMPLETE UTILITY INSTALLATION AND BACKFILL. TEMPORARY STEEL TRENCH PLATE COVERS SHALL BE PLACED EVEN WITH ADJACENT PAVEMENT SURFACES ON ARTERIAL HIGHWAYS.

C. VERIFY TRAFFIC CONTROL AND INSPECTION REQUIREMENTS ARE IN COMPLIANCE.

D. PERFORM SECONDARY BASE PAVING SAW CUT AND CONSTRUCT BASE COURSE AND FINAL CAP PER REQUIREMENTS.

E. ALLOW AC TO COOL (SEE NOTE 20), CLEAN UP AND RESTORE TRAFFIC ACCESS.

F. OBTAIN APPROVAL FROM THE CITY ENGINEER TO PERFORM COLD MILL AND FINAL PAVING.

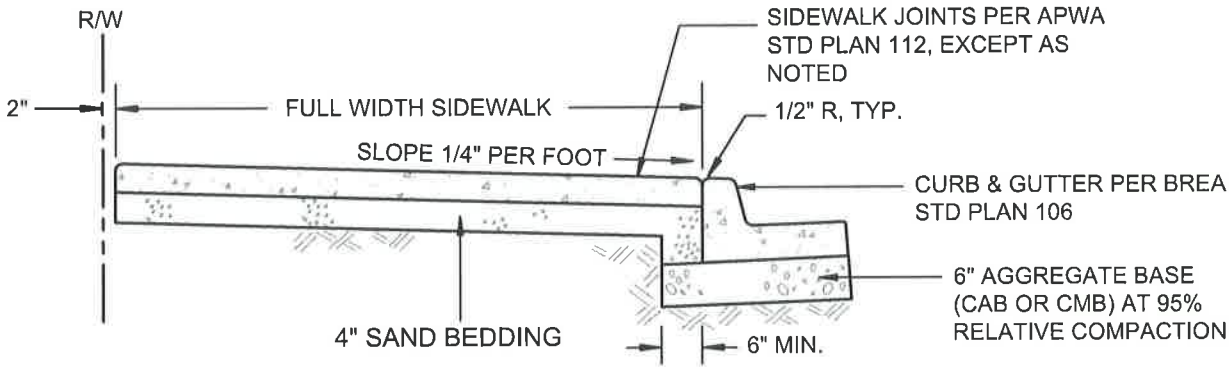
G. PERFORM ANY REPAIR NECESSARY TO TRENCH PAVING AS DIRECTED BY THE CITY ENGINEER.

H. COMPLETE COLD MILL AND FINAL PAVING OPERATION.

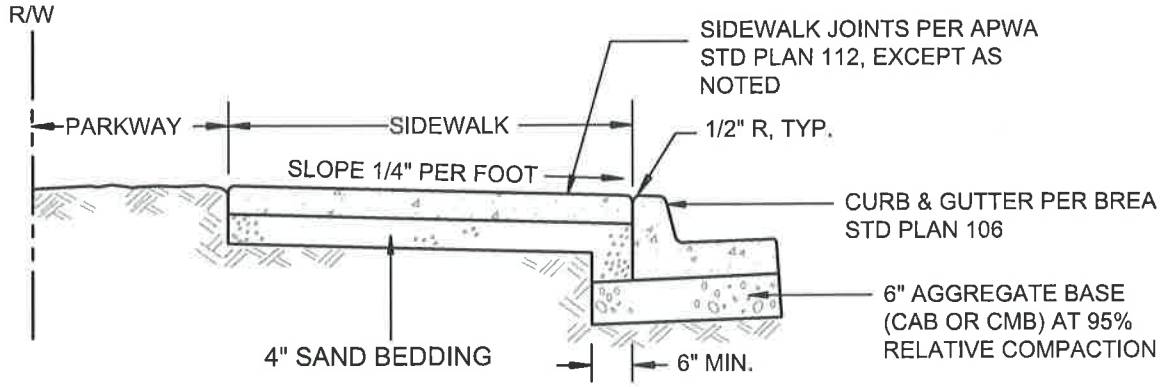
I. EXCAVATION IN STREETS WHICH HAVE BEEN CONSTRUCTED OR RECONSTRUCTED WITHIN THE PAST FIVE (5) YEARS AND SEAL COATED WITHIN THE PAST TWO (2) YEARS SHALL BE SUBJECT TO RESTRICTIONS.

BREA CALIFORNIA CITY OF BREA	TRENCHING DETAILS		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 102-0 SHEET 3 OF 3

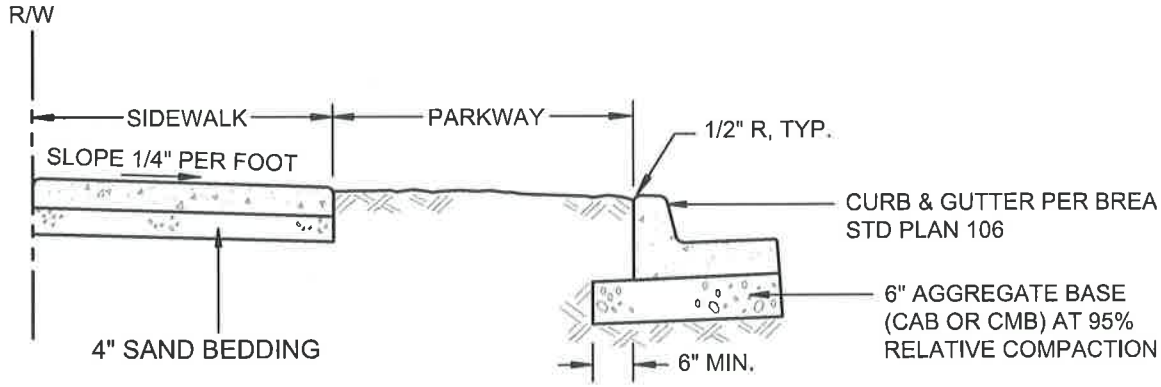
BID DOCUMENT - FOR BIDDING PURPOSES ONLY



SECTION-1



SECTION-2



SECTION-3

TYPICAL SECTIONS

NOTES: SEE SHEET-2

CITY OF BREA

SIDEWALK

APPROVED: _____ CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER
103-0
SHEET 1 OF 2

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

NOTES:

1. WIDTH OF SIDEWALK SHALL BE AS SHOWN ON PLANS OR DIRECTED BY CITY ENGINEER. CONSTRUCT FULL WIDTH SIDEWALK IN COMMERCIAL ZONES, OR WHERE LOTS BACK TO THE STREET.
2. SIDEWALK THICKNESS = 4"
3. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 60' INTERVALS AND AT ENDS OF ALL CURB RETURNS, WEAKENED PLANE JOINTS SHALL BE PLACED AT 20' INTERVALS, OR AS DIRECTED BY CITY ENGINEER.
4. EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORING LINES FOR SIDEWALKS SHALL BE PLACED TO COINCIDE WITH JOINTS AND MARKINGS OF THE CURB.
5. CONCRETE SHALL BE PER CITY OF BREA STD PLAN 101.
6. MAKE TRANSVERSE JOINTS AND SCORING RADIAL ON CURVED STREETS.
7. TRANSVERSE "LIGHT BROOM" FINISH FOR LONGITUDINAL GRADES UNDER 10%. TRANSVERSE "HEAVY BROOM" FINISH FOR LONGITUDINAL GRADES OVER 10%.
8. SEE BREA STD PLAN 101 GENERAL NOTES, NOTE NO.4, FOR MONUMENTATION.

BREA CALIFORNIA
CITY OF BREA

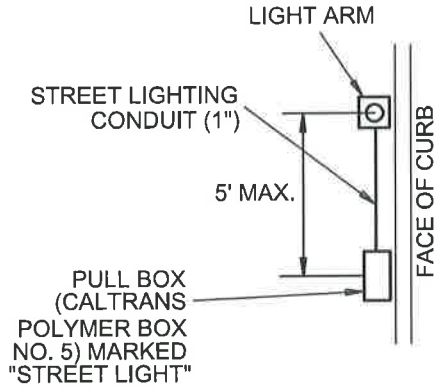
SIDEWALK

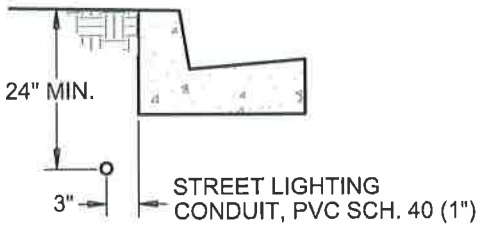
APPROVED: _____ CITY ENGINEER

DATE: 10-15-2013

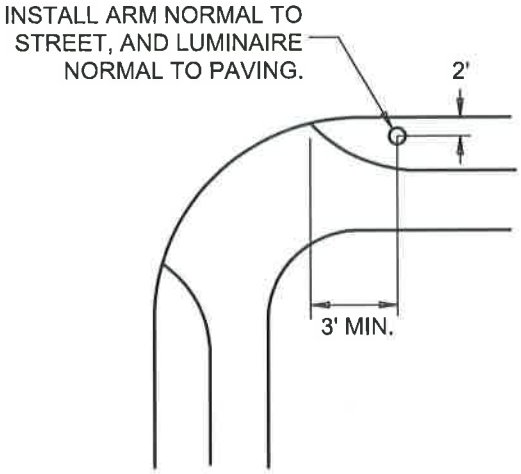
STD. PLAN NUMBER
103-0
SHEET 2 OF 2

BID DOCUMENT - FOR BIDDING PURPOSES ONLY





CONDUIT LOCATION



NOTE: STREET NAME SIGNS MAY BE MOUNTED ON ELECTROLIERS WITH "SIDE-ARM" BRACKETS. SEE BREA STD PLAN 506.

CORNER INSTALLATION

CITY OF BREA

STREET LIGHTING LOCATION DETAILS

APPROVED: CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER 505-0

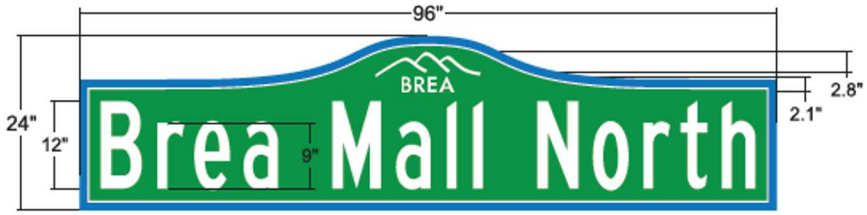
SHEET 1 OF 1

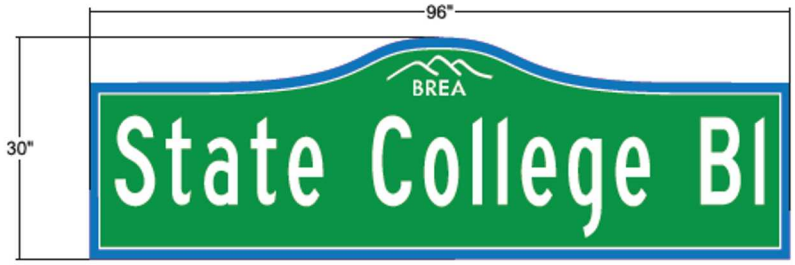
BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Order Layout Form

Date: 9/4/2018	Customer name: Brea
Salesperson: Erick / Marina	Work order #: Layout Account #: 2010

Designed By: AA





Font: Highway Gothic C

BREA OVERFHEAD SPECIFICATIONS:

HIP (High Intensity Prismatic) 3M – type 4.
.040" aluminum - 5052 H38 alloy
Double Sided - Border is traffic Blue, White lettering on Traffic green background

12" Upper case, 9" Lower caser
96" x 30" (with decending Letters) - 96" x 24"
72" x 30" (with decending Letters) - 72" x 24"

ZUMAR SINCE 1947
INFO@ZUMAR.COM | ZUMAR.COM

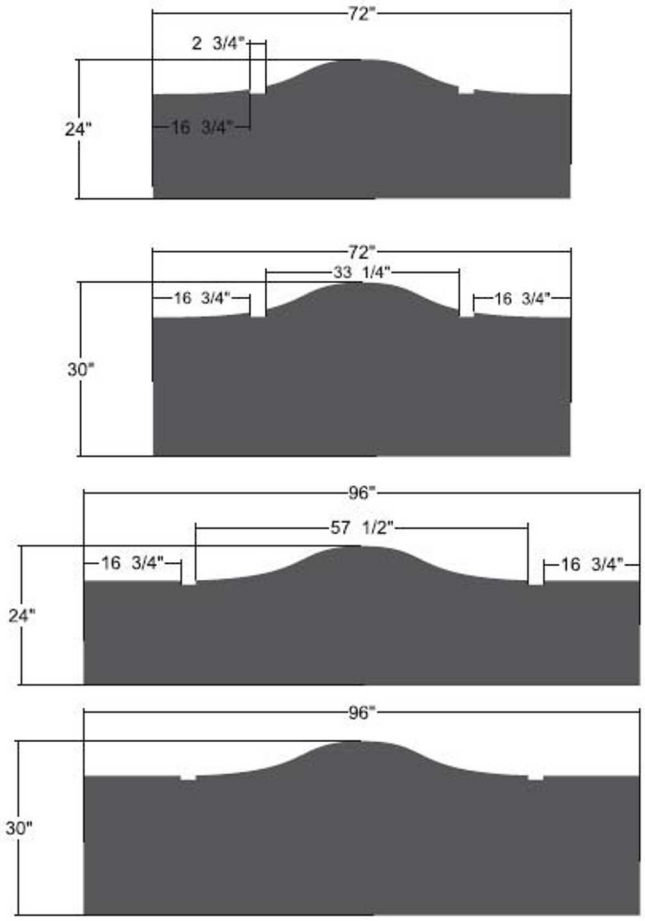
ARIZONA | 7833 N. 106th Avenue | Glendale, AZ 85307 | 623-931-7446
CALIFORNIA | 9719 Santa Fe Springs Road | Santa Fe Springs, CA 90670 | 562-941-4633
WASHINGTON | 12015 Steele Street South | Tacoma, WA 98444 | 253-536-7740

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Order Layout Form

Date: 9/4/2018	Customer name: Brea
Salesperson: Erick / Marina	Work order #: Layout Account #: 2010

.040" Aluminum Blanks - 5052 H38 alloy



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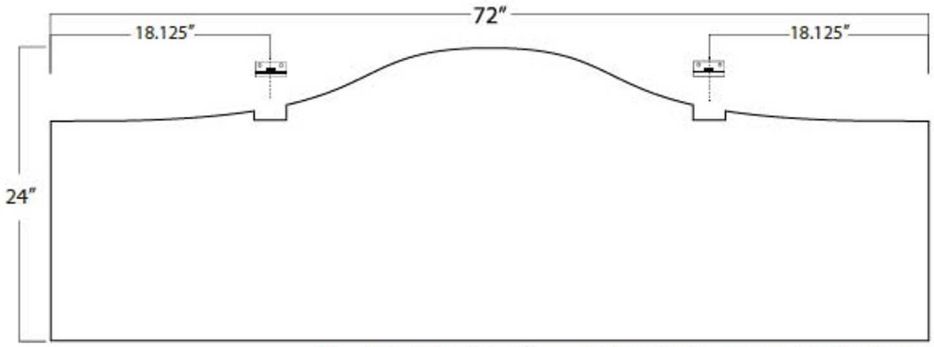
CALIFORNIA | 9719 Santa Fe Springs Road | Santa Fe Springs, CA 90670 | 562-941-4633
WASHINGTON | 12015 Steele Street South | Tacoma, WA 98444 | 253-536-7740

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

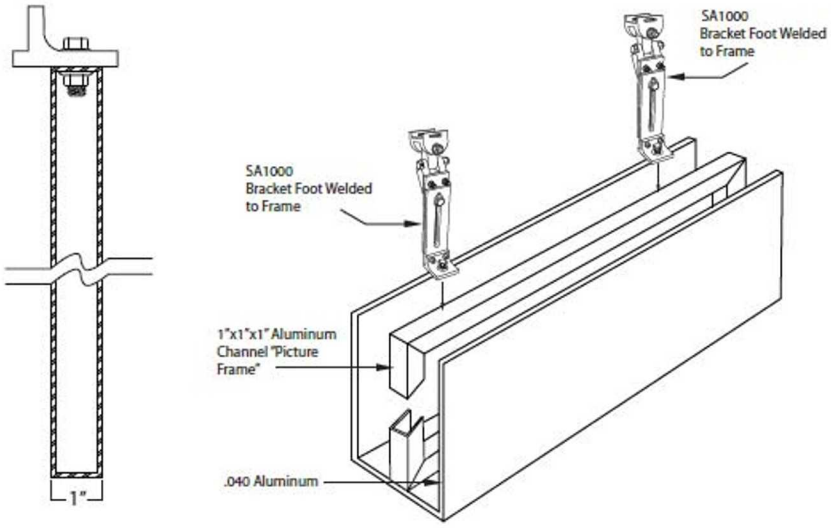
Order Layout Form

Date: 9/4/2018	Customer name: Brea SG07
Salesperson: Erick Gustafson	Work order #: Layout Account #: -

Designed By: JM



Brea SG07 Aluminum Sizes - 24" x72", 30" x 72, 24"x 96", 30" x 96"



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WASHINGTON | 12015 Steele Street South | Tacoma, WA 98444 | 253-536-7740

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

NOV Pole Products | Ameron™ Poles
2333 South Yukon Avenue
Tulsa, Oklahoma 74107
1-800-282-6376
www.ameronpoles.com

Transmittal Letter

November 7, 2022
REVISION A

To:

WALTERS WHOLESALE-BREA
200 N BERRY STREET
BREA, CA 92821

Attention:
Sales Order: 188980
Purchase Order: S121647792
Project: CITY OF BREA SIGNAL POLE ORDER

We are sending you

- [x] Attached
- [ ] Under Separate Cover Via:

- [x] Design Drawings
- [ ] Specification
- [ ] Calculations
- [ ] Samples
- [ ] Total Quantity
- [ ] Other

Page	Drawing No.	Rev	Description
1	J188980-1	A	PROJECT MATERIAL LIST
2	CA15415	D	CALTRANS 2010 RSP, 2015 RSP, 2018 or 2018 RSP CASE 5 (28, 29 & 29A) TRAFFIC POLES W/ SHORT ARMS
3	CA10103	C	STANDARD CALTRANS 2010/2015/2018/2010 RSP/2015 RSP/2018 RSP STRAIGHT N STYLE LMA
4	CA15014	E	CALTRANS 2010 RSP, 2015 RSP, 2018 or 2018 RSP CASE 4 TRAFFIC POLES
5	CA18020	M	CALTRANS 2018 RSP PUSH BUTTON ASSEMBLY POST

SHOP DRAWING REVIEW

The ENGINEER'S review and approval of this submittal are expressly limited as provided in the CONTRACT DOCUMENTS and are only to determine compliance with information given in the CONTRACT DOCUMENTS and conformance with the design concept of the completed project as a functioning whole. CONTRACTOR is, and ENGINEER is NOT responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation and construction, for all safety aspects of performance the work and for coordinating the work.

☒ APPROVED AS SUBMITTED ☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT ☐ NOT APPROVED

BY: 11-9-2022 DATE: SPK

These are transmitted as checked below:

- [x] For Approval
- [ ] For Review and Comment
- [ ] Returned Corrected Prints
- [ ] For Information
- [x] Revised
- [x] Comments

Comments:

REV. A:(QTY2) PBA POSTS (4'-5") EA, P1 & P5 SIGNAL SPACING CHANGED.

Copy to:

These documents represent our interpretation of the requirements for your order. **PLEASE EXAMINE THEM CAREFULLY AND MAKE ANY CHANGES NEEDED**. Return one signed and approved copy to us. Your order will be made accordingly. In the event that the approval agency does not take responsibility for the accuracy of the drawing details, then a customer signature will be needed indicating that the drawings meet all the requirements of the project plans, specifications and geometry, see customer signature below. **NOTE THAT THE CHANGES THAT ARE NOT IN CONFORMANCE TO OUR QUOTATION MAY INCUR ADDITIONAL CHARGES**. If this drawing is marked "FOR INFORMATION ONLY", please note that this is the product that Ameron intends to furnish. If this will not meet your requirements, Ameron needs to be informed within 10 days from the above date. Any reply beyond that date may incur a delay in shipment and/or additional charges.

Prepared by:

Zimmer, James L 11/7/2022
Signature Date

Drawings for this project are approved as submitted.

Signature Date

Printed Name

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

LAMBERT & CLIFFWOOD

QTY	POLE NUMBER	POLE TYPE	BASE TYPE (FIXED or SLIP)	POLE HEIGHT (FT)	SMA		LMA		QTY TENONS ON SMA	EOA TENON (YES or NO)	TENON DIST. FROM EOA (FT)			ISNS CPLG (YES or NO)	DET U (YES or NO)	SPECIAL NOTES	CALTRANS STANDARD PLAN		AMERON DRAWING	
					LENGTH (FT)	ORIENT. (DEG)	LENGTH (FT)	ORIENT. (DEG)			F1	F2	F3				SHEET NUMBER	APPROVAL DATE	NUMBER	REV.
1	1	29-5-100	-	30	45	0	15	0	3	YES	17	29	-	NO	YES	SHORT ARM, APPROVAL REQ'D.	RSP ES-7G RSP ES-7F	4-17-20 4-17-20	CA15415	D
1	5	29-5-100	-	30	45	0	*15 STR	0	3	YES	14	26	-	NO	YES	SHORT ARM, APPROVAL REQ'D., * STR LMA @ 3° RISE.	RSP ES-7G RSP ES-7F	4-17-20 4-17-20	CA15415 CA10103	D, C
1	5	24-4-100	-	30	35	0	12	0	2	YES	14	-	-	NO	YES		RSP ES-7F	4-17-20	CA15014	E
2	6, -	PBA POST	-	4'-5"	-	-	-	-	-	-	-	-	-	-	-		RSP ES-7A	10-19-18	CA18020	M

NOTES:

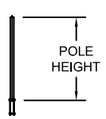
1. AMERON RESERVES THE RIGHT TO INSTALL TOOLING LUGS or HOLES TO FACILITATE IN THE GALVANIZING PROCESS. TOOLING LUGS/HOLES WILL NOT IMPEDE WITH FIT, FORM or FUNCTION OF THE FINISHED PRODUCT AND ARE TO BE USED SOLELY BY THE MANUFACTURER.
2. 10 GAGE (0.1345") TUBE MAY BE SUBSTITUTED FOR 11 GAGE (0.1196") BASED ON MATERIAL AVAILABILITY.
3. ANCHOR BOLTS BY OTHERS.
4. FINISH TO BE HOT DIP GALVANIZED PER ASTM A123.
5. IF LOADS (SIGNALS or SIGNS) WERE ADDED TO MAST ARM BEYOND WHAT IS CALLED FOR ON THE CALTRAN STANDARD PLANS, THEN IT VOIDS THE AMERON WARRANTY AND CUSTOMER WOULD BE RESPONSIBLE FOR THE PRODUCT. (e.g. CASE 2 MAST ARM IS GOOD FOR UP TO 2 LOADS).
6. THE TOP OF ALL BACKUP BARS SHALL BE CAULKED AFTER GALVANIZING PER CALTRANS STANDARD PLAN SHEET ES-7O or REVISED STANDARD PLAN SHEET RSP ES-7O.

SHOP DRAWING REVIEW

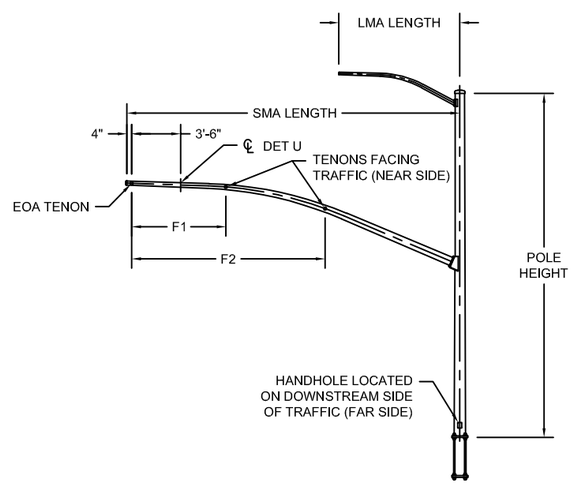
The ENGINEER'S review and approval of this submittal are expressly limited as provided in the CONTRACT DOCUMENTS and are only to determine compliance with information given in the CONTRACT DOCUMENTS and conformance with the design concept of the completed project as a functioning whole. CONTRACTOR is, and ENGINEER is NOT responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation and construction, for all safety aspects of performance the work and for coordinating the work.

☒ APPROVED AS SUBMITTED APPROVED AS NOTED ☐
☐ REVISE AND RESUBMIT NOT APPROVED ☐

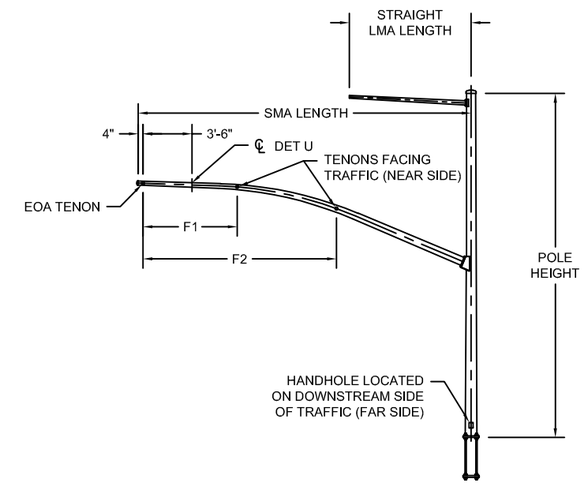
BY: SPK DATE: 11-9-2022



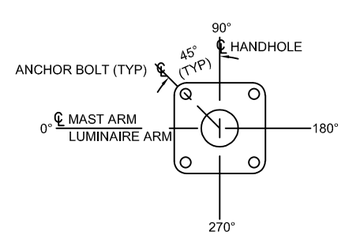
PUSH BUTTON POST
(PBA)



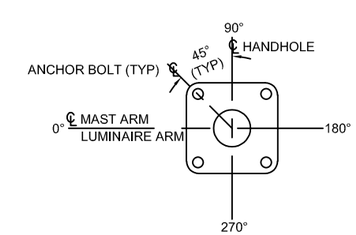
CASE 4 & 5 LOADING
SIGNAL & LIGHTING STANDARD



CASE 5 LOADING
SIGNAL & LIGHTING STANDARD



ORIENTATION (TOP VIEW)
THIS ORIENTATION TO BE USED
UNLESS OTHERWISE SPECIFIED



ORIENTATION (TOP VIEW)
THIS ORIENTATION TO BE USED
UNLESS OTHERWISE SPECIFIED

PROJECT DATA	
AGENCY:	CALTRANS
CALTRANS PLAN YEAR:	2018 RSP
PROJECT NAME/NO.:	CITY OF BREA SIGNAL POLE
LOCATION:	BREA, CA.
CUSTOMER PO:	S121647792
AMERON SO:	188980

Drawings for this project are approved as submitted:

Signature: Date:

REV.	DATE	DESCRIPTION	BY	APPR
A	11/7/22	2 PBA POSTS @ 4'5", P1 & P5 SIGNAL SPACING CHANGED.	JLZ	SAD

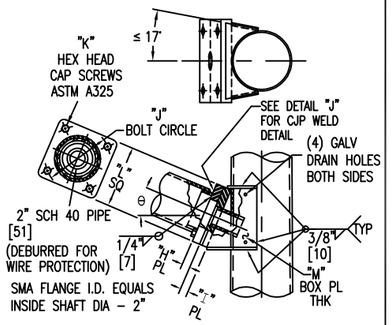
Ameron POLE PRODUCTS NOV
www.ameronpoles.com

CALTRANS
PROJECT MATERIAL LIST FOR
CITY OF BREA SIGNAL POLE

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO NATIONAL OILWELL VARCO. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF NATIONAL OILWELL VARCO.

DRAWN: JLZ	DATE: 10/19/22	APPR: SAD	DATE: 10/19/22	
DRAWING NUMBER J188980-1		REVISION A	SHEET 1 OF 1	SCALE NTS

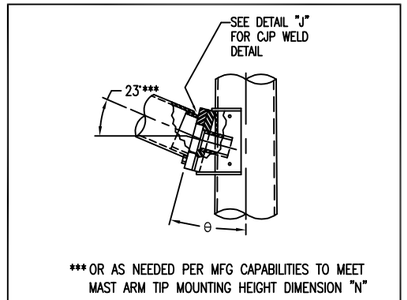
BID DOCUMENT - FOR BIDDING PURPOSES ONLY



DETAIL "D"

MAST ARM CONNECTION

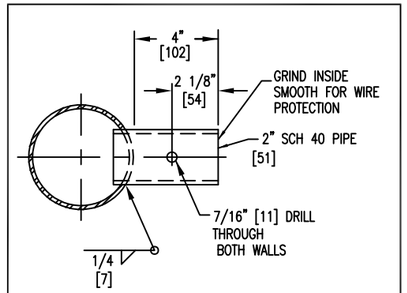
* WELD SEE DETAIL "J"



DETAIL "E"

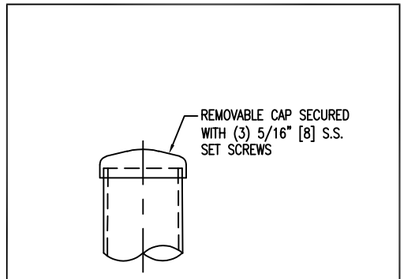
MAST ARM CONNECTION FOR 15FT - 25FT MAST ARMS

* WELD SEE DETAIL "K"



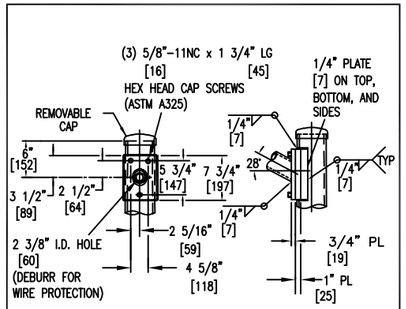
DETAIL "F"

SIDE MOUNTED TENON DETAIL



DETAIL "G"

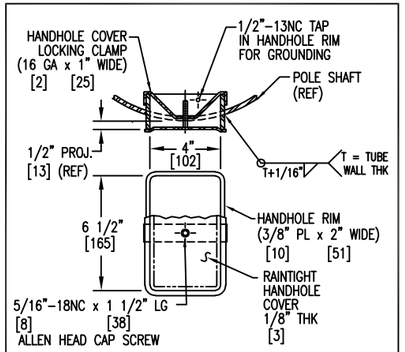
SHAFT TOP DETAIL



DETAIL "H"

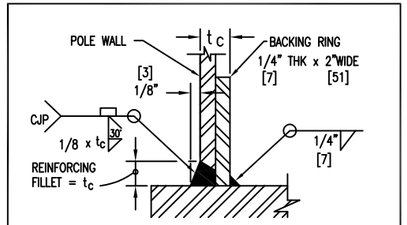
LUMINAIRE ARM CONNECTION

SEE DETAIL "L" FOR DRAIN HOLE DETAIL



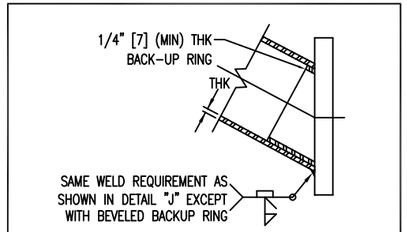
DETAIL "C"

HANDHOLE DETAIL



DETAIL "J"

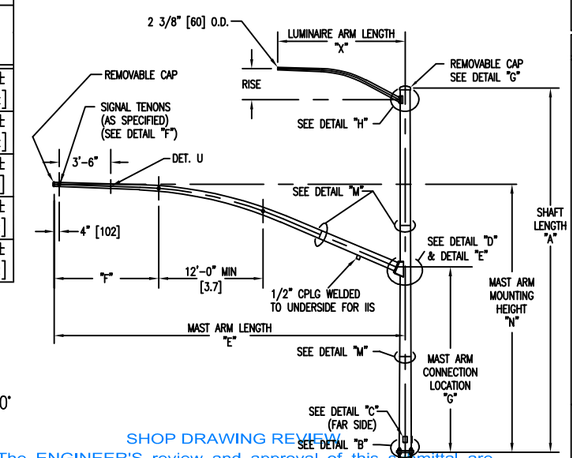
WELD DETAIL

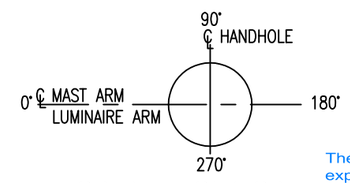


DETAIL "K"

MAST ARM CONNECTION WELD FOR 15FT - 25FT MAST ARMS

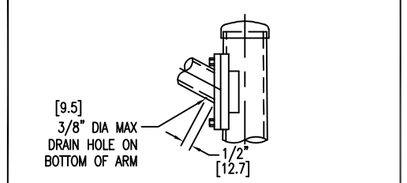
"N" LUMINAIRE ARM		
ARM LENGTH "X"	END O.D. x BASE O.D. x THICKNESS	RISE
6'-0" [1.8]	2 3/8" x 3 5/16" x .120" [60 x 84 x 3.04]	2'-0"± [.61±]
8'-0" [2.4]	2 3/8" x 3 11/16" x .120" [60 x 94 x 3.04]	2'-6"± [.76±]
10'-0" [3.1]	2 3/8" x 3 7/8" x .120" [60 x 98 x 3.04]	3'-3"± [.99±]
12'-0" [3.7]	2 3/8" x 4 5/16" x .120" [60 x 110 x 3.04]	4'-3"± [1.29±]
15'-0" [4.6]	2 3/8" x 4 9/16" x .120" [60 x 110 x 3.04]	4'-9"± [1.45±]





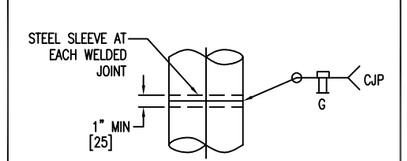
ORIENTATION (TOP VIEW)

THIS ORIENTATION TO BE USED UNLESS OTHERWISE NOTED



DETAIL "L"

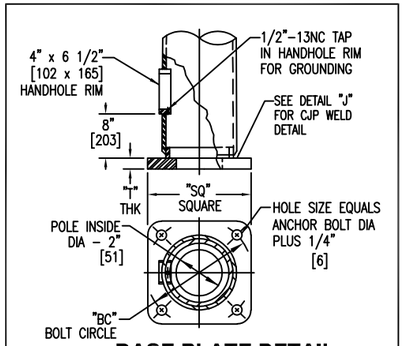
GALV. DRAIN HOLE DETAIL



DETAIL "M"

SPLICE DETAIL

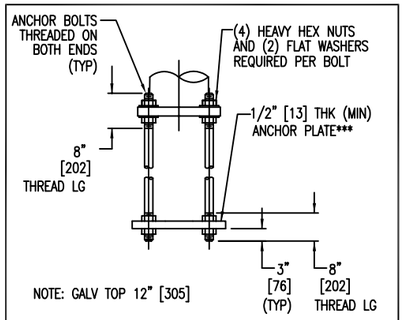
WHEN REQUIRED BASED UPON MATERIAL AVAILABILITY (SEE NOTE 3)



DETAIL "B"

BASE PLATE DETAIL

* WELD SEE DETAIL "J"



DETAIL "A"

ANCHOR BOLT DETAIL

SEE NOTE 4

– – MAST ARM DATA – –																	
MAST ARM LENGTH "E"	MAST ARM DIMENSIONS END O.D. x BASE O.D.	MATERIAL BREAKDOWN .120" [3.04]	.179" [4.55]	.239" [6.07]	.3125" [7.94]	CONN. LOC. "G"	FLANGE THK "H"	FLANGE THK "J"	BOLT CIRCLE "J"	HHCS SIZE DIAMETER x LENGTH "K"	FLANGE SQ "L"	PLATE THK "M"	ARM HEIGHT "N"	ANGLE θ	"F" MIN SPACING	CENTER OF IIS FROM POLE ℄	MAXIMUM LOADS PER MAST ARM
15'-0" [4.6]	5 5/16" x 7 3/8" [135 x 187]	—	15'-0" [4.6]	—	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	21'-8"± [6.6]	15°	8'-0" [2.5]	10'-6" [3.2]	3
20'-0" [6.1]	4 5/8" x 7 3/8" [117 x 187]	—	20'-0" [6.1]	—	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	21'-8"± [6.6]	15°	8'-0" [2.5]	10'-6" [3.2]	3
25'-0" [7.6]	3 15/16" x 7 3/8" [100 x 187]	—	—	25'-0" [7.6]	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	22'-8"± [6.9]	15°	10'-0" [3.1]	10'-6" [3.2]	4
30'-0" [9.1]	3 7/8" x 8" [98 x 203]	—	—	30'-0" [9.1]	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	23'-0"± [7.0]	15°	12'-0" [3.7]	10'-6" [3.2]	4
35'-0" [10.7]	3 7/8" x 8 11/16" [98 x 222]	—	—	35'-0" [10.7]	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	23'-0"± [7.0]	15°	14'-0" [4.3]	10'-6" [3.2]	4
40'-0" [12.2]	3 7/8" x 9 3/8" [98 x 238]	—	—	40'-0" [12.2]	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	23'-0"± [7.0]	15°	15'-0" [4.6]	13'-0" [4.0]	4
45'-0" [13.7]	4 1/16" x 10 1/4" [103 x 260]	—	—	45'-0" [13.7]	—	16'-0" [4.88]	1 3/4" [45]	1 3/4" [45]	16" [406]	1 1/2"-6NC x 3 1/4" [38] [83]	21" [533]	3/8" [10]	23'-8"± [7.2]	15°	15'-0" [4.6]	13'-0" [4.0]	4

– – POLE DATA – –											
POLE DESCRIPTION	MAX SHAFT LENGTH "A"	SHAFT DIMENSIONS TOP OD x BASE OD	MATERIAL BREAKDOWN .179" [4.55]	.239" [6.07]	.312" [7.94]	.375" [7.94]	BASE SQUARE "SQ"	BOLT CIRCLE "BC"	BASE THK "T"	ANCHOR BOLT DIMENSIONS	MAX. MAST ARM LENGTH "E"	LUMIN ARM LENGTH "X"
28-5-100	17'-6" [5.3]	20 1/16" x 22 7/16" [509 x 570]	—	—	—	17'-0" [5.2]	30" [762]	28" [711]	3" [76]	2 1/4" x 42" [57 x 1067]	25'-0" [4.6] -to- 45'-0" [13.7]	—
29-5-100	30'-0" [9.1]	18 5/16" x 22 7/16" [465 x 570]	—	—	—	30'-0" [9.1]	30" [762]	28" [711]	3" [76]	2 1/4" x 42" [57 x 1067]		6'-0" to 15'-0" [1.8 to 4.6]
29A-5-100	35'-0" [10.7]	17 5/8" x 22 7/16" [448 x 570]	—	—	—	30'-0" [9.1]	30" [762]	28" [711]	3" [76]	2 1/4" x 42" [57 x 1067]		

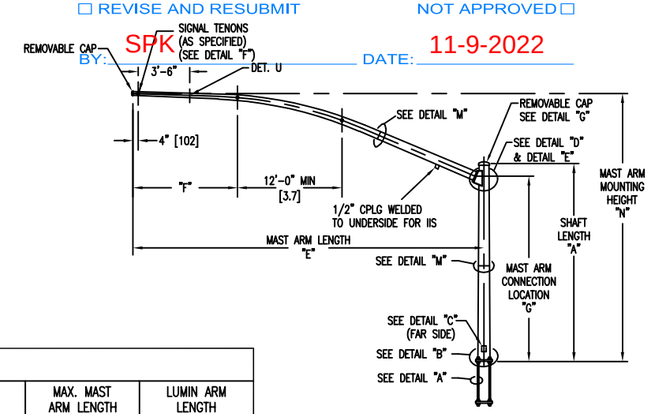
SHOP DRAWING REVIEW

The ENGINEER'S review and approval of this submittal are expressly limited as provided in the CONTRACT DOCUMENTS and are only to determine compliance with information given in the CONTRACT DOCUMENTS and conformance with the design concept of the completed project and the function for which CONTRACTOR is, and ENGINEER is NOT responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation and construction, for all safety aspects of performance the work and for coordinating the work.

☒ APPROVED AS SUBMITTED — APPROVED AS NOTED ☐
☐ REVISE AND RESUBMIT — NOT APPROVED ☐

BY: SPK DATE: 11-9-2022

29-5-100 29A-5-100



28-5-100

GENERAL NOTES

MATERIAL SPECIFICATIONS	
SHAFT	STEEL OF 55 K.S.I. MINIMUM YIELD AFTER FABRICATION
BASE PLATES, FLANGES AND MISC. PLATE	STEEL OF 50 K.S.I. MIN YIELD
PIPE	ASTM A53 GRADE B or ASTM A500 GRADE B
ANCHOR BOLTS	ASTM F1554 GR 55

MANUFACTURING PROCESSES	
BUTT WELDS	GROUND FLUSH WITH BASE METAL
LONGITUDINAL WELDS	BUTT WELDED BY ELECTRICAL RESISTANCE PROCESS
CIRCUMFERENTIAL	BUTT WELDED WITH PERMANENT BACKUP RING

FINISH COATING	
STRUCTURE	HOT DIP GALVANIZE PER ASTM A123
HARDWARE	HOT DIP GALVANIZE PER ASTM A153

DESIGN CRITERIA	
STRUCTURE AND HARDWARE	REF (MAST ARMS): CALTRANS 2010 REVISED STANDARD PLANS RSP ES-7E & RSP ES-7F DATED 7-15-16 or 2015 REVISED STANDARD PLANS RSP ES-7E & RSP ES-7F DATED 7-21-17 or 2018 STANDARD PLANS ES-7E & ES-7F DATED 5-31-18 or 2018 REVISED STANDARD PLANS RSP ES-7E & RSP ES-7F DATED 4-17-20 REF (POLES): CALTRANS 2010 REVISED STANDARD PLAN RSP ES-7G DATED 7-15-16 or 2015 REVISED STANDARD PLAN RSP ES-7G DATED 7-21-17 or 2018 STANDARD PLAN ES-7G DATED 5-31-18 or 2018 REVISED STANDARD PLAN RSP ES-7G DATED 4-17-20
WELDING	IN ACCORDANCE WITH LATEST EDITION OF AWS D1.1 WELDING CODE OR AS SPECIFIED IN PROJECT PLANS

NOTES:

1. DESIGN NUMBER:
   29-5-100-45-15-DWG NO.
   POLE DESCRIPTION; SIGNAL ARM LENGTH; LUMINAIRE ARM LENGTH
2. DIMENSIONS IN [ ] ARE METRIC. FEET ARE CONVERTED TO METERS, INCHES TO MILLIMETERS.
3. IF SPLICE IS REQUIRED, 1/8"x1" (MIN) BACKUP RING TO BE USED FOR UNIFORM TUBE THICKNESS or 1/8"x3" BACKUP RING TO BE USED FOR TUBE THICKNESS CHANGE PER RSP ES-7N DETAIL T.
4. ANCHOR BOLTS WITH HEX NUTS, FLAT WASHERS & ANCHOR PLATE TO BE SUPPLIED BY OTHERS. SEE SUPPLIER FOR DIMENSIONAL DATA OF ANCHOR PLATE.

REV	DATE	DESCRIPTION	BY	APPR
D	8/29/19	ADDED DETAIL "E"	JMW	SAD
C	4/15/19	ADDED 2018 SPEC, DETAIL "L" & NOTES	JMW	SAD
B	8/18	UPDATED POLE TUBE MATERIAL THK.	RD2	SAD
A	6/17	REMOVED "2015" FROM TITLE BLOCK	GL	JJ

Ameron POLE PRODUCTS DIVISION

2010 RSP or 2015 RSP or 2018 or 2018 RSP STANDARD CALTRANS
15FT–45FT SMA FOR 28, 29 & 29A-5-100

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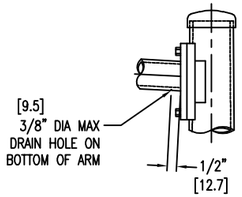
DRAWN: GL	DATE: 12/16	SCALE: NTS	DWG NO. CA15415	REV D
APPR: JJ	DATE: 12/16			

BID DOCUMENT - FOR BIDDING PURPOSES ONLY



GALVANIZING DRAIN HOLE DETAIL

DETAIL "A"

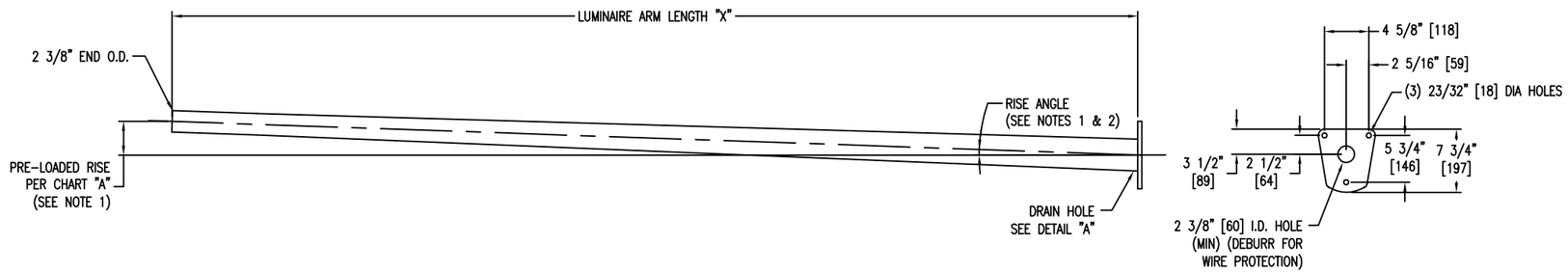
SHOP DRAWING REVIEW

The ENGINEER'S review and approval of this submittal are expressly limited as provided in the CONTRACT DOCUMENTS and are only to determine compliance with information given in the CONTRACT DOCUMENTS and conformance with the design concept of the completed project as a functioning whole. CONTRACTOR is, and ENGINEER is NOT responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation and construction, for all safety aspects of performance the work and for coordinating the work.

SPK 11-9-2022

☒ APPROVED AS SUBMITTED APPROVED AS NOTED ☐
☐ REVISE AND RESUBMIT NOT APPROVED ☐

BY: _____ DATE: _____



"N" STYLE STRAIGHT LUMINAIRE ARMS

"N" LUMINAIRE ARM						
ARM LENGTH "X"	END O.D. x BASE O.D. x THICKNESS	RISE "A"				
		ANGLE 1°	ANGLE 2°	ANGLE 3°	ANGLE 4°	ANGLE 5°
6'-0" [1.8]	2 3/8" x 3 1/4" x .120" [60 X 83 X 3]	1 1/4" [32]	2 1/2" [64]	3 3/4" [95]	5" [127]	6 5/16" [160]
8'-0" [2.4]	2 3/8" x 3 1/2" x .120" [60 X 89 X 3]	1 11/16" [43]	3 3/8" [86]	5" [127]	6 11/16" [170]	8 7/16" [214]
10'-0" [3.0]	2 3/8" x 3 7/8" x .120" [60 X 98 X 3]	2 1/16" [52]	4 3/16" [106]	6 5/16" [160]	8 3/8" [213]	10 1/2" [267]
12'-0" [3.7]	2 3/8" X 4 3/16" X .120" [60 X 106 X 3]	2 1/2" [64]	5" [127]	7 9/16" [192]	10 1/16" [256]	12 5/8" [321]
15'-0" [4.6]	2 3/8" x 4 7/16" x .120" [60 X 113 X 3]	3 1/8" [79]	6 5/16" [160]	9 7/16" [240]	12 9/16" [319]	15 3/4" [400]

-- GENERAL NOTES --

MATERIAL SPECIFICATIONS	
SHAFT	STEEL OF 55 K.S.I. MINIMUM YIELD AFTER FABRICATION
PLATES AND FLANGES	STEEL OF 50 K.S.I. MINIMUM YIELD
PIPE	ASTM A53 GR B or ASTM A500 GR B

MANUFACTURING PROCESSES	
BUTT WELDS	GROUND FLUSH WITH BASE METAL
LONGITUDINAL WELDS	BUTT WELDED BY THE ELECTRICAL RESISTANCE WELD PROCESS

FINISH COATING	
STRUCTURE	HOT DIP GALVANIZED PER ASTM A123
HARDWARE	HOT DIP GALVANIZED PER ASTM A153

DESIGN CRITERIA	
STRUCTURE AND HARDWARE	IN ACCORDANCE WITH THE "SPECIFICATIONS FOR STRUCTURAL SUPPORTS OF HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS" AASHTO 2001 (100 MPH)
WELDING	IN ACCORDANCE WITH THE LATEST EDITION OF A.W.S. D1.1 WELDING CODE or AS SPECIFIED ON THE PROJECT PLANS

NOTES:

1) CUSTOMER TO SPECIFY RISE ANGLE AT TIME OF ORDER. RISE ANGLE CAN BE 1°, 2°, 3°, 4° or 5°
2) IF RISE ANGLE IS NOT SPECIFIED, 3° WILL BE SUPPLIED.

REV	DATE	DESCRIPTION	BY	APPR
C	3/11/19	ADDED DETAIL "A"	JMW	SAD
B	8/16	ADDED 2015 CALTRANS	GL	JJ
A	9/13	ADD RISE TO TABLE	MHM	BB

Ameron POLE PRODUCTS DIVISION

2010/2015/2018 CALTRANS STR. "N" STYLE LUM. ARMS

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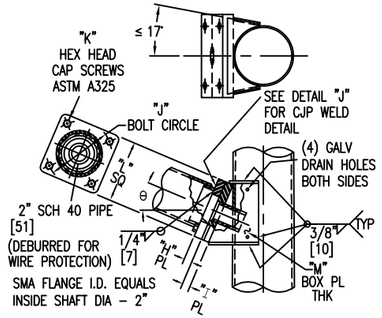
DRAWN: BB	DATE: 8/12	SCALE	CA10103	REV
APPR: JJ	DATE: 8/12	NTS		C

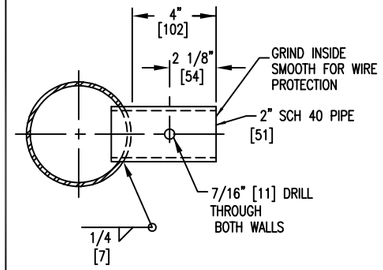
BID DOCUMENT - FOR BIDDING PURPOSES ONLY



DETAIL "E"

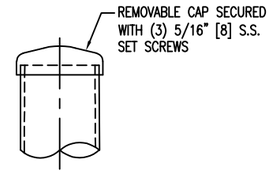
MAST ARM CONNECTION

* WELD SEE DETAIL "J"



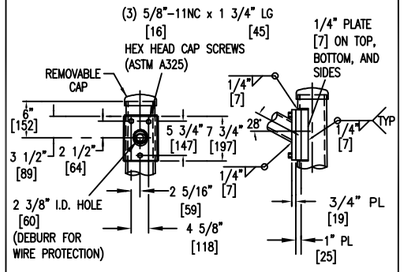
DETAIL "F"

SIDE MOUNTED TENON DETAIL



DETAIL "G"

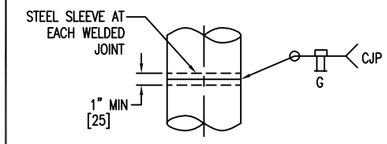
SHAFT TOP DETAIL



DETAIL "H"

LUMINAIRE ARM CONNECTION

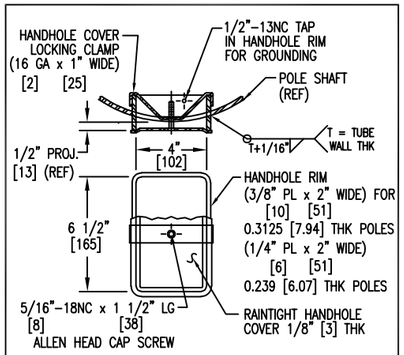
SEE DETAIL "K" FOR DRAIN HOLE DETAIL



DETAIL "L"

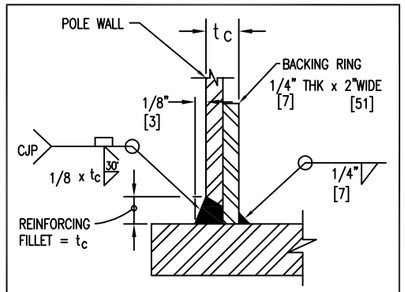
SPLICE DETAIL

WHEN REQUIRED BASED UPON MATERIAL AVAILABILITY (SEE NOTE 4)



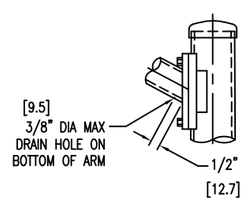
DETAIL "C"

HANDHOLE DETAIL



DETAIL "J"

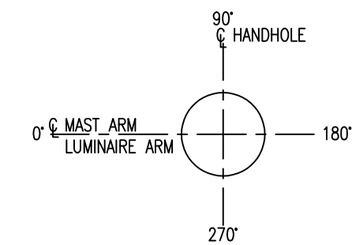
WELD DETAIL



DETAIL "K"

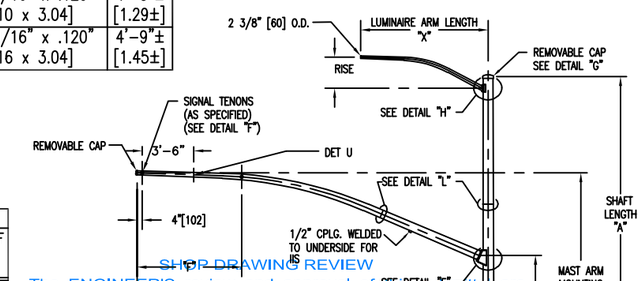
GALV. DRAIN HOLE DETAIL

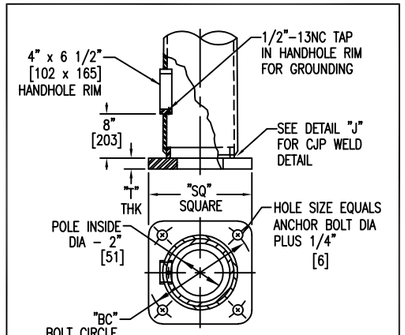
"N" LUMINAIRE ARM		
ARM LENGTH "X"	END O.D. x BASE O.D. x THICKNESS	RISE
6'–0" [1.8]	2 3/8" x 3 5/16" x .120" [60 x 84 x 3.04]	2'–0"± [.61±]
8'–0" [2.4]	2 3/8" x 3 11/16" x .120" [60 x 94 x 3.04]	2'–6"± [.76±]
10'–0" [3.1]	2 3/8" x 3 7/8" x .120" [60 x 98 x 3.04]	3'–3"± [.99±]
12'–0" [3.7]	2 3/8" x 4 5/16" x .120" [60 x 110 x 3.04]	4'–3"± [1.29±]
15'–0" [4.6]	2 3/8" x 4 9/16" x .120" [60 x 116 x 3.04]	4'–9"± [1.45±]



ORIENTATION (TOP VIEW)

THIS ORIENTATION TO BE USED UNLESS OTHERWISE NOTED

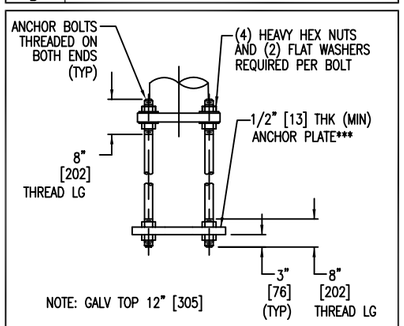




DETAIL "B"

BASE PLATE DETAIL

* WELD SEE DETAIL "J"



DETAIL "A"

ANCHOR BOLT DETAIL

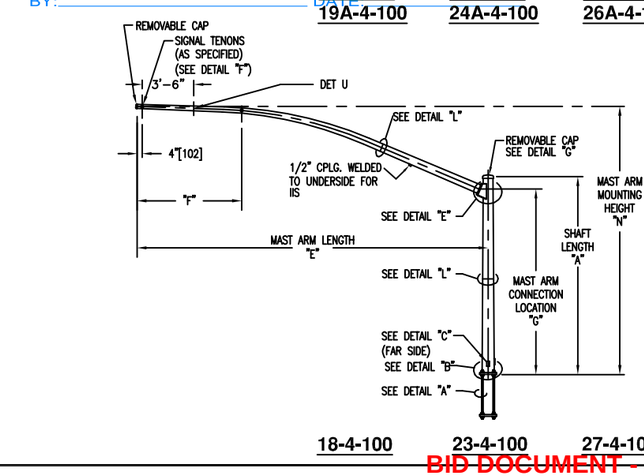
SEE NOTE 5

– – MAST ARM DATA – –

MAST ARM LENGTH "E"	MAST ARM DIMENSIONS END O.D. x BASE O.D.	MATERIAL BREAKDOWN .120" [3.04]	.1793" [4.55]	.2391" [6.07]	.3125" [7.94]	CONN. LOC. "G"	FLANGE THK "H"	FLANGE THK "I"	BOLT CIRCLE "J"	HHCS SIZE DIAMETER x LENGTH "K"	FLANGE SQ "L"	PLATE THK "M"	ARM HEIGHT "N"	ANGLE θ	"F" MIN SPACING	CENTER OF IIS FROM POLE ℄
25'–0" [7.6]	3 15/16" x 7 3/8" [100 x 187]	—	—	25'–0" [7.6]	—	16'–0" [4.88]	1 1/4" [32]	1 1/2" [38]	12" [305]	1 1/4"–7NC x 3" [32] [76]	15" [381]	3/8" [10]	22'–8"± [6.9]	23°	10'–0" [3.1]	10'–6" [3.2]
30'–0" [9.1]	3 7/8" x 8" [98 x 203]	—	—	30'–0" [9.1]	—	16'–0" [4.88]	1 1/4" [32]	1 1/2" [38]	12" [305]	1 1/4"–7NC x 3" [32] [76]	15" [381]	3/8" [10]	23'–0"± [7.0]	23°	12'–0" [3.7]	10'–6" [3.2]
35'–0" [10.7]	3 7/8" x 8 11/16" [98 x 222]	—	—	35'–0" [10.7]	—	16'–0" [4.88]	1 1/2" [38]	1 3/4" [45]	13 1/2" [343]	1 1/4"–7NC x 3" [32] [76]	15" [381]	3/8" [10]	23'–0"± [7.0]	21°	14'–0" [4.3]	10'–6" [3.2]
40'–0" [12.2]	3 7/8" x 9 3/8" [98 x 238]	—	—	40'–0" [12.2]	—	16'–0" [4.88]	1 1/2" [38]	1 3/4" [45]	13 1/2" [343]	1 1/4"–7NC x 3" [32] [76]	15" [381]	3/8" [10]	23'–0"± [7.0]	15°	15'–0" [4.6]	13'–0" [4.0]
45'–0" [13.7]	4 1/16" x 10 1/4" [103 x 260]	—	—	45'–0" [13.7]	—	16'–0" [4.88]	1 1/2" [38]	1 3/4" [45]	13 1/2" [343]	1 1/4"–7NC x 3" [32] [76]	17" [432]	3/8" [10]	23'–8"± [7.2]	15°	15'–0" [4.6]	13'–0" [4.0]

– – POLE DATA – –

POLE DESCRIPTION	SHAFT LENGTH "A"	SHAFT DIMENSIONS TOP O.D. x BASE O.D.	MATERIAL BREAKDOWN .120" [3.04]	.1793" [4.55]	.2391" [6.07]	.3125" [7.94]	BASE SQUARE "SQ"	BOLT CIRCLE "BC"	BASE THK "T"	ANCHOR BOLT –or– ROD DIMENSIONS	MAST ARM LENGTH "E"	LUMINAIRE ARM LENGTH "X"
18–4–100	17'–0" [5.2]	13 15/16" x 16 1/4" [353 x 413]	—	—	17'–0" [5.2]	—	23" [584]	21" [533]	3" [76]	2 1/4" x 42" [57 x 1067]	25'–0" [7.6] –or– 30'–0" [9.1]	—
19–4–100	30'–0" [9.1]	12 1/8" x 16 1/4" [308 x 413]	—	10'–0" [3.1]	20'–0" [6.1]	—	23" [584]	21" [533]	3" [76]	2 1/4" x 42" [57 x 1067]		6'–0" TO 15'–0" [1.8 TO 4.6]
19A–4–100	35'–0" [10.7]	11 7/16" x 16 1/4" [291 x 413]	—	15'–0" [4.6]	—	20'–0" [6.1]	23" [584]	21" [533]	3" [76]	2 1/4" x 42" [57 x 1067]		6'–0" TO 15'–0" [1.8 TO 4.6]
23–4–100	17'–0" [5.2]	13 15/16" x 16 1/4" [353 x 413]	—	—	—	17'–0" [5.2]	23" [584]	21" [533]	3" [76]	2 1/4" x 42" [57 x 1067]	35'–0" [10.7]	—
24–4–100	30'–0" [9.1]	12 1/8" x 16 1/4" [308 x 413]	—	10'–0" [3.1]	—	20'–0" [6.1]	23" [584]	21" [533]	3" [76]	2 1/4" x 42" [57 x 1067]		6'–0" TO 15'–0" [1.8 TO 4.6]
24A–4–100	35'–0" [10.7]	11 7/16" x 16 1/4" [291 x 413]	—	15'–0" [4.6]	—	20'–0" [6.1]	23" [584]	21" [533]	3" [76]	2 1/4" x 42" [57 x 1067]		6'–0" TO 15'–0" [1.8 TO 4.6]
26–4–100	30'–0" [9.1]	14 3/16" x 18 5/16" [360 x 465]	—	10'–0" [3.1]	—	20'–0" [6.1]	25" [634]	23" [584]	3" [76]	2 1/4" x 42" [57 x 1067]	40'–0" [12.2] –or– 45'–0" [13.7]	6'–0" TO 15'–0" [1.8 TO 4.6]
26A–4–100	35'–0" [10.7]	13 1/2" x 18 5/16" [343 x 465]	—	15'–0" [4.6]	—	20'–0" [6.1]	25" [634]	23" [584]	3" [76]	2 1/4" x 42" [57 x 1067]		6'–0" TO 15'–0" [1.8 TO 4.6]
27–4–100	17'–0" [5.2]	16" x 18 5/16" [406 x 465]	—	—	—	17'–0" [5.2]	25" [634]	23" [584]	3" [76]	2 1/4" x 42" [57 x 1067]		—



18-4-100 23-4-100 27-4-100

SHOP DRAWING REVIEW

The ENGINEER'S review and approval of SHOP DRAWINGS or submittal are expressly limited as provided in the CONTRACT DOCUMENTS and are only to determine compliance with information given in the CONTRACT DOCUMENTS and conformance with the design concept of the completed project as a functioning whole. CONTRACTOR is, and ENGINEER is NOT responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation and construction, for all aspects of performance the work and for coordinating the WORK.

☒ APPROVED AS SUBMITTED APPROVED AS NOTED ☐
☐ REVISE AND RESUBMIT NOT APPROVED ☐

BY: SPK DATE: 01-9-2022

19-4-100 24-4-100 26-4-100
19A-4-100 24A-4-100 26A-4-100

--GENERAL NOTES--

MATERIAL SPECIFICATIONS	
SHAFT	STEEL OF 55 K.S.I. MINIMUM YIELD AFTER FABRICATION
BASE PLATE, FLANGES AND MISC. PLATE	STEEL OF 50 K.S.I. MINIMUM YIELD
PIPE	ASTM A53 GR B or ASTM A500 GR B
ANCHOR BOLTS	ASTM F1554 GR 55

MANUFACTURING PROCESSES	
BUTT WELDS	GROUND FLUSH WITH BASE METAL
LONGITUDINAL WELDS	BUTT WELDED BY THE ELECTRICAL RESISTANCE PROCESS.
CIRCUMFERENTIAL WELDS	BUTT WELD WITH PERMANENT BACK–UP RING

FINISH COATING	
STRUCTURE	HOT DIP GALVANIZE PER ASTM A123
HARDWARE	HOT DIP GALVANIZE PER ASTM A153

DESIGN CRITERIA	
STRUCTURE AND HARDWARE	REF: CALTRANS 2010 REVISED STANDARD PLAN RSP ES–7F DATED 7–15–16 or 2015 REVISED STANDARD PLAN RSP ES–7F DATED 7–21–17 or 2018 STANDARD PLAN ES–7F DATED 5–31–18 or REVISED STANDARD PLAN RSP ES–7F DATED 4–17–20
WELDING	IN ACCORDANCE WITH LATEST EDITION OF AWS D1.1 WELDING CODE or AS SPECIFIED IN PROJECT PLANS

NOTES:

1. DESIGN NUMBER:
   19–4–100–30–15
   POLE DESCRIPTION — LUMINAIRE ARM LENGTH — SIGNAL ARM LENGTH
2. DIMENSIONS IN [ ] ARE METRIC. FEET ARE CONVERTED TO METERS, INCHES TO MILLIMETERS.
3. POLE SHAFT TUBE MAY BE MADE w/ BOTTOM THICKNESS THE FULL TUBE LENGTH, BASED ON MATERIAL AVAILABILITY.
4. IF SPLICE IS REQUIRED, 1/8"x1" (MIN) BACKUP RING TO BE USED FOR UNIFORM TUBE THICKNESS or 1/8"x3" BACKUP RING TO BE USED FOR TUBE THICKNESS CHANGE PER RSP ES–7N DETAIL T.
5. ANCHOR BOLTS WITH HEX NUTS, FLAT WASHERS & ANCHOR PLATE TO BE SUPPLIED BY OTHERS. SEE SUPPLIER FOR DIMENSIONAL DATA OF ANCHOR PLATE.

REV	DATE	DESCRIPTION	BY	APPR
E	3/21/19	REVISED WELD SYMBOL IN SPLICE DETAIL	RD2	SAD
D	1/21/19	ADDED 2018 CALTRANS SPECS & NOTES 4 & 5	JMW	SAD
C	3/18	REV. WELD DETAIL FROM "J" TO "D" ON DTL "E"	GL	GM
B	8/17	REVISED CALTRANS RSP DATES	GL	GM
A	6/17	REMOVED "2015" FROM TITLE BLOCK	GL	MHM

Ameron POLE PRODUCTS DIVISION

2010 RSP or 2015 RSP or 2018 or 2018 RSP STANDARD CALTRANS CASE 4–100 MPH

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO AMERON. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF AMERON.

DRAWN: AG	DATE: 10/16	SCALE	DWG NO.	REV
APPR: JL	DATE: 10/16	NTS	CA15014	E

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SHOP DRAWING REVIEW

The ENGINEER'S review and approval of this submittal are expressly limited as provided in the CONTRACT DOCUMENTS and are only to determine compliance with information given in the CONTRACT DOCUMENTS and conformance with the design concept of the completed project as a functioning whole. CONTRACTOR is, and ENGINEER is NOT responsible for all matters relating to fabrication, shipping, handling, storage, assembly, installation and construction, for all safety aspects of performance the work and for coordinating the work.

☒ APPROVED AS SUBMITTED APPROVED AS NOTED ☐
☐ REVISE AND RESUBMIT NOT APPROVED ☐

BY: SPK DATE: 11-9-2022

-- GENERAL NOTES --

MATERIAL SPECIFICATIONS	
BASE PLATE	STEEL OF 50 KSI MIN YIELD
PIPE	ASTM A53 GR B or A500 GR B
ANCHOR BOLTS	ASTM F1554 GR 55

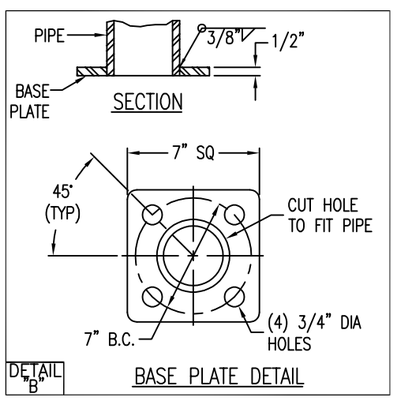
MANUFACTURING PROCESSES	
BUTT WELDS	GROUND FLUSH WITH BASE METAL

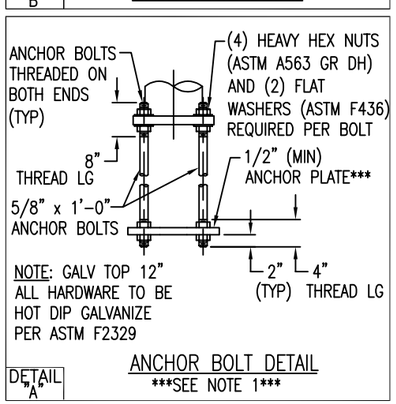
FINISH COATING	
STRUCTURE	HOT DIP GALVANIZE PER ASTM A123
HARDWARE	HOT DIP GALVANIZE PER ASTM A153 or F2329

DESIGN CRITERIA	
STRUCTURE AND HARDWARE	REF: CALTRANS 2018 REVISED STANDARD PLAN RSP ES-7A DATED 10-19-18
WELDING	IN ACCORDANCE WITH LATEST EDITION OF AWS D1.1 WELDING CODE OR AS SPECIFIED IN PROJECT PLANS

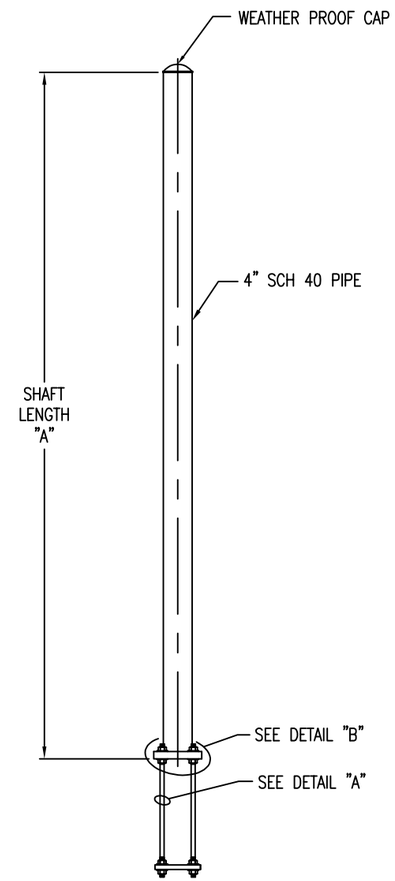
NOTES:

1. ANCHOR BOLTS WITH HEX NUTS, FLAT WASHERS & ANCHOR PLATE TO BE SUPPLIED BY OTHERS. SEE SUPPLIER FOR DIMENSIONAL DATA OF ANCHOR PLATE.





POLE DATA	
POLE TYPE	SHAFT LENGTH "A"
PBA-30	3'-0"
PBA-34	3'-4"
PBA-36	3'-6"
PBA-37	3'-7"
PBA-310	3'-10"
PBA-40	4'-0"
PBA-42	4'-2"
PBA-45	4'-5"
PBA-47	4'-7"
PBA-48	4'-8"
PBA-50	5'-0"
PBA-51	5'-1"
PBA-55	5'-5"
PBA-57	5'-7"
PBA-60	6'-0"
PBA-70	7'-0"
PBA-100	10'-0"



ELEVATION

REV	DATE	DESCRIPTION	BY	APPR
M	4/20/22	ADDED PBA-100	WAS	SAD
L	3/15/22	ADDED PBA-60	JLZ	SAD
K	2/22/22	ADDED PBA-48	WAS	SAD
J	11/10/21	ADDED PBA-55	JLZ	SAD
H	8/9/21	ADDED PBA-70	JLZ	SAD
G	7/15/21	ADDED PBA-51	JLZ	SAD
F	1/13/21	ADDED PBA-34	JLZ	SAD
E	9/1/20	ADDED PBA-45	JLZ	SAD
C	10/16/19	ADDED PBA-50	JLZ	SAD
B	9/5/19	ADDED PBA-42	RD2	SAD
A	7/30/19	ADDED PBA-310	RD2	SAD

Ameron POLE PRODUCTS DIVISION

2018 RSP
STANDARD CALTRANS
PUSH BUTTON ASSEMBLY POST

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO AMERON. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF AMERON.

DRAWN: JMW	DATE: 1/24/19	SCALE	DWG NO.	REV
APPR: SAD	DATE: 1/25/19	NTS	CA18020	M

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

APPENDIX B

CONTRACTORS BUSINESS LICENSE APPLICATION

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

CITY OF BREA

BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS

Please submit completed application with payment (see fee schedule below) and copy of current contractor's license (pocket card) to:

City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)	START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)	BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable	NO. OF EMPLOYEES (Brea)	
	LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.		
5. FEDERAL EMPLOYER ID NO.	STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

☐ Sole Proprietorship	☐ Partnership	☐ Husband & Wife	☐ Limited Liability	☐ Corporation	☐ Trust

Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Sole or Partnership):	DL # (Only Sole or Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Partnership):	DL # (Only Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. **I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT**

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
EFFECTIVE DATES	ISSUE DATES	FEE

NOTES:

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	$50.00	$90.00	$150.00
CLASS B- General Building Contractor	$40.00	$60.00	$100.00
CLASS C- Specialty Contractor	$20.00	$36.00	$ 60.00

Rev. 01/10

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

APPENDIX C

INSURANCE AND INDEMNITY REQUIREMENTS

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	**General Liability**	**Automobile Liability**	**Workers' Compensation**
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	$2,000,000 Combined Single Limit Per Occurrence Minimum	$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; $1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

APPENDIX D

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

_____

Contractor

_____

By

_____

Title

Date: _____

Note: ***This form is required for every*** *Dig Alert Identification Number* ***issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request***

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

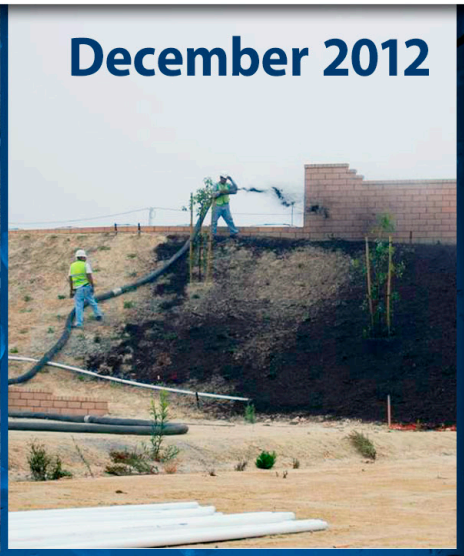
APPENDIX E

NPDES REQUIREMENTS
CONSTRUCTION BEST MANAGEMENT PRACTICES

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Construction Runoff Guidance Manual

for Contractors, Project Owners, and Developers



December 2012

Orange County Stormwater Program:
A Cooperative Project of the County of Orange,
Cities of Orange County and
Orange County Flood Control District

PROJECT Pollution PREVENTION

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Erosion prevention is to be used as the most important measure for keeping sediment on site during construction. Permanent revegetation or landscaping shall be done as early as feasible at a minimum.

Table 3: Physical / Vegetative Stabilization BMPs

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	**Description**
Scheduling	Sequencing construction activities to reduce the amount of exposed soil during seasons of higher precipitation probability. All projects should consider scheduling activities to minimize the amount of disturbed area during seasons of higher precipitation probability. Phasing can be used to maintain stabilized areas (vegetation or impervious cover) as much as possible during construction. Disturbed areas should be stabilized as soon as practical. Attempt to schedule grading outside of seasons of higher precipitation probability. Reference: CASQA EC-1, EC-2
Seeding	Applying seed to a surface with the intention of achieving vegetation which can effectively protect soils from erosion while reducing runoff by encouraging infiltration / transpiration. Seeding is effective for temporary and permanent stabilization of slopes, stock piles, and other disturbed soils. Seeds can be combined with mulch and water then sprayed onto surfaces (also referred to as hydro seeding) for immediate erosion protection. Without combining or covering seeds with mulch seeds will be susceptible to erosion until vegetation has sufficiently established. Supplemental irrigation may be required to establish vegetation. Scarifying surfaces prior to seed application can increase its effectiveness. Reference: CASQA EC-4
Soil Binders	Spraying a liquid compound to disturbed soils to bind and stabilize the soil surface (forming a crust). This process reduces the potential for wind and water erosion. Examples include: guar, psyllium, starch, gypsum, pitch and rosin emulsion, polymers, and acrylates. Soil binders are effective for temporary stabilization of slopes, stockpiles, and other disturbed areas. Soil binders need time to cure and should not be applied less than 24 hours before predicted precipitation. The specific soil binder selected depends on the type of soil. Soil binders must be non-toxic and environmentally benign. Soil binders will need to be reapplied as needed based on the specific soil binder and visual inspection. Soil binders are much less effective in areas that receive traffic. Reference: CASQA EC-5
Mulching	Covering disturbed soils with a fibrous wood, straw, or similar material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Mulching is effective for temporary stabilization of slopes, stock piles, and other disturbed soils. Mulch materials can be combined with water then sprayed onto surfaces (also referred to as hydraulic mulch) for increased wind erosion protection. Typically, mulch must be reapplied every 6 to 12 months. Soil roughening prior to mulch application can increase its effectiveness. Reference: CASQA EC-3, EC-6, EC-8
Geotextiles and Mats	Covering disturbed soils with a natural or synthetic blanket or mat. This process greatly reduces the potential for wind and water erosion. Some rolls and mats physically hold the soil in place. Example include: geotextiles, plastic covers, rolled erosion control blankets / mats, straw / mulch blanket, coconut fiber blanket, and plastic netting. Geotextiles and mats are effective for temporary stabilization of steep slopes with high erosion potential, stockpiles, and channels that will be vegetated. Geotextiles and mats are more expensive than other erosion control BMPs. Materials may need to be removed prior to final stabilization. Mats / blankets are most effective when in direct contact with the soil; do not roughen soil or leave significant rocks / roots. Mats / blankets typically require an anchoring mechanism to hold them in place. Mats / blankets should be laid parallel to the

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Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	**Description**
	direction of flow. Mats / blankets should allow water to flow on top of them and not below which would cause the soil to wash out. Reference: CASQA EC-7
Non-Vegetative Stabilization	Covering disturbed soils with a non-vegetative material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Examples include: decomposed granite, gravel, and rock slope protection. Other non-vegetative stabilization is effective for temporary and permanent stabilization of areas with heavy vehicular or pedestrian traffic or areas where a vegetative cover is infeasible. Other non-vegetative stabilization is intended to be used in combination with additional erosion control and sediment control BMPs. If used for permanent stabilization, periodic inspection and maintenance may be required. Material should be selected based on the slope and use of the area. Reference: CASQA EC-16 and Caltrans Standard Specifications May 2006 Section 72-2.

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Table 4: Concentrated Flow Erosion Control BMPs

Concentrated Flow Erosion Control: Reducing concentrated flow velocity or protecting concentrated flow paths to prevent erosion.	
Type	**Description**
Dikes, Swales, and Slope Drains	Grading and compacting soil or installing pipe to control / divert / direct runoff. Dikes, swales, and slope drains can be combined to safely convey runoff down a slope, direct runoff to a stabilized channel, reduce potential for flooding, direct runoff to sediment traps / basins. Dikes, swales, and pipes that are used to direct runoff must be properly sized based on the specific application. Typically, slope drains require energy dissipation. Monitor swales and dikes for erosion or accumulation of sediment or debris. Swale and dike slopes should be 2:1 or less. Use vegetation, geotextiles, or mats to stabilize swales. Temporary devices must be removed. Reference: CASQA EC-9, EC-11
Energy Dissipation	Placing rock, riprap, or similar material to reduce erosion from concentrated, high velocity flows. Energy dissipation is effective at pipe outlets, channel linings, and transitions from stabilized to un-stabilized conveyances. Line the area with filter fabric prior to placing rock or riprap. Accumulated sediment may be difficult to remove from energy dissipation area. For pipe outfalls the size of the energy dissipation area will increase with flow rate and/or pipe size. Temporary devices must be removed. Reference: CASQA EC-10, EC-12
Soil Roughening	Mechanically roughening soil (track walking or imprinting) to prepare soil for additional BMPs or create small terraces to break up sheet flow. Soil roughening can be applied to slopes, stockpiles, basins, and other disturbed soil areas. Soil roughening is intended to be used in combination with additional erosion control and sediment control BMPs. A common implementation method is to drive heavy equipment with its treads parallel to the contours of the slope. For long slopes additional terracing may be required. Reference: CASQA EC-15

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3.4.2 Sediment Control (SE)

Sediment control BMPs focus on preventing eroded soil from being discharged from the construction site. The demand placed on sediment control BMPs is dependent upon the effectiveness of the erosion control BMPs. More robust erosion controls will reduce the need for sediment controls and vice versa. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common sediment control BMPs for construction projects.

At a minimum, sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction, and slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season.

Table 5: Perimeter / Linear Control BMPs

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	**Description**
Linear Sediment Controls	Installing sediment control BMPs along contours to reduce runoff velocity, remove sediment, and discourage rill erosion. Examples include: fiber rolls, sand / gravel bags, and straw bales. Linear sediment controls are effective parallel to contours on the face of slopes and at the top and toe of slopes. Linear sediment controls are typically implemented temporarily until slope is stabilized. Straw bales must be anchored and should not be used on the face of slopes. Fiber rolls must be trenched and staked during installation. For Risk Level / LUP Type 2 and 3 projects, the CGP specifies minimum uninterrupted sheet flow lengths for slopes to be 20 feet for slopes under 25%, 15 feet for slopes 25-50%, and 10 feet for slopes over 50%. Reference: CASQA SE-5, SE-6, SE-8, SE-9, SE-14
Perimeter Controls	Installing a barrier to prevent sediment discharges by controlling run-on and run-off around the perimeter of the construction site or limits of grading. Examples include: silt fence, fiber rolls, sand / gravel bags, and straw bales. Perimeter controls are effective when implemented around the perimeter of the construction site or limits of grading. Perimeter controls are not effective when used in a concentrated flow path. Silt fence and fiber rolls require proper installation which includes trenching and staking. Typically, perimeter controls should be installed prior to grading and remain functional until final stabilization is achieved. Maintenance of perimeter controls must be performed as needed. Perimeter controls are a minimum BMP requirement of the CGP. Reference: CASQA SE-1, SE-5, SE-6, SE-8, SE-14

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Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	**Description**

Table 6: Storm Drain Inlet Protection BMPs

Storm Drain Inlet Protection: Ponding and/or filtering stormwater to remove pollutants (primarily sediment) from entering the storm drain system.	
Type	**Description**
Storm Drain Inlet Protection	Filtering or ponding of stormwater before it enters a storm drain inlet to reduce the amount of sediment that discharges. Storm drain inlet protection should be implemented at every storm drain inlet that receives runoff from active construction areas. Ponding of sediment laden stormwater can provide the best results if the ponding capacity is appropriate for the tributary drainage area. Ponding may be limited by street traffic constraints. Other sediment controls such as check dams should be used upstream to reduce the amount of sediment that reaches the storm drain inlet protection. After a storm sediment that has settled must be cleaned up. Reference: CASQA SE-10, SE-14.

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Table 7: Sediment Capture BMPs

Sediment Capture: Capturing sediment in channelized stormwater to reduce sediment discharge.	
Type	**Description**
Sediment Trap / Basin	Constructing a temporary containment area to detain runoff to allow for deposition of sediment prior to stormwater discharge. Sediments traps / basins are effective when implemented within the downstream section of a construction site or at discharge points. Sediment traps can be effectively implemented throughout a large construction site. Sediment basins can efficiently be developed at locations where future post-construction basins will be utilized. Sediment traps should only be used for tributary drainage areas below 5 acres. Sediment basins should be used for tributary drainage areas between 5 and 75 acres. Sediment traps / basins can be large and may not be suitable for small construction projects. Sediment traps / basins should be sized by a Registered Civil Engineer to ensure they have sufficient capacity. Sediment traps / basins should not hold water for longer than 72 hours. Local agencies may have stricter vector control and child safety fence requirements. Typically dikes, swales, or piping are required to direct runoff to traps / basins. Reference: CASQA SE-2, SE-3
Check Dams	Constructing small barriers along a swale or channel to reduce channel erosion and allow for deposition of sediment. Check dams are effective for sediment control within un-stabilized concentrated flow paths on the construction site such as swales, ditches, or channels. Typically, check dams are constructed of rock, sand / gravel bags or fiber rolls. Effective check dams will collect sediment behind each check dam which must be removed regularly to maintain the performance of the check dam. Check dams should not be constructed with straw bales or silt fence. Reference: CASQA SE-4, SE-5, SE-6, SE-8

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Table 8: Street Cleaning BMPs

Street Cleaning: Cleaning streets and other paved areas that have collected sediment and/or debris to prevent it from entering the storm drain system.	
Type	**Description**
Street Sweeping and Vacuuming	Cleaning sediment from streets and roadways to reduce the potential discharge to storm drain inlets or receiving waters. Sweeping and vacuuming should be implemented on all paved areas within and adjacent to construction sites. Inspect and maintain areas subject to sediment tracking on a daily basis. Utilize methods that collect and remove sediment instead of methods that simply spread the sediment around. Reference: CASQA SE-7

3.4.3 Wind Erosion Control (WE)

Wind Erosion Control is any practice that protects the soil surface and prevents the soil particles from being detached by wind. Wind Erosion Control is also referred to as dust control.

Table 9: Wind Erosion Control BMPs

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	**Description**
Wind Erosion Control	Preventing wind from causing erosion or dust. Examples include: wet suppression, chemical dust suppression, covering exposed sediment, and minimizing disturbed area though scheduling. Wind erosion control should be implemented at every construction project throughout all disturbed areas. Wet suppression is sufficient for most projects if implemented regularly. Other requirements (Clean Air Act, Air Quality Management Districts, etc.) typically address wind erosion control. Chemical dust suppression should only be implemented when it will have no negative environmental impacts. Reference: CASQA WE-1

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Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	**Description**

3.4.4 Tracking Control (TC)

Tracking Control is any practice that prevents or reduces the amount of sediment that is tracked to paved areas from unpaved areas by vehicles or construction equipment.

Table 10: Tracking Control BMPs

Tracking Control: Reducing the amount of sediment that leaves the site from vehicles and construction equipment.	
Type	**Description**
Stabilized Construction Entrance / Exit	Constructing a stabilized surface where sediment can be dislodged from vehicle and equipment tires before being tracked onto off-site paved roads. Stabilized construction entrance / exits should be implemented at every construction project to prevent sediment tracking from the site. Stabilized construction entrances / exits should be 50 feet or more in length. The most common method is to place 3-6 inch rock at least 1 foot high over filter fabric. Additional rock may need to be added as sediment accumulates. Rumble plates can be added for additional sediment removal. Tracking controls are a minimum BMP requirement of the CGP. Reference: CASQA TC-1

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3.4.5 Non-Stormwater Management (NS)

Non-stormwater management is any practice that limits or reduces potential pollutants at their source before they are exposed to stormwater. Non-stormwater management typically involves day-to-day operations of the construction site and is usually under the control of the contractor. Non-stormwater management is often referred to as good housekeeping practices.

Table 11: Non-Stormwater Management BMPs

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	**Description**
Vehicle and Equipment Pollution Prevention	Preventing, containing, and disposing of pollutants from cleaning, fueling, and maintaining vehicles and equipment. Vehicle and equipment pollution prevention should occur at every construction project that cleans, fuels, or maintains vehicles or equipment. All cleaning, fueling, and maintenance performed on the site should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Avoid "topping-off" of fuel tanks. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Use drip pans or a secondary containment area for fueling and maintenance. Inspect for equipment leaks daily. Prevent wash water from entering storm drain system. Reference: CASQA NS-8, NS-9, NS-10
Dewatering Operations	Managing and/or treating the discharge of accumulated stormwater or non-stormwater (groundwater or water used during construction activities) to prevent unauthorized discharge. Dewatering operations should be implemented for any discharge of accumulated stormwater or non-stormwater. Primary concern with accumulated stormwater is sediment. Common methods for reducing sediment from a discharge are sediment traps / basins, weir tanks, dewatering tanks, filter bags / socks, media / cartridge filters. Risk Level and LUP Type 2 and 3 projects must sample accumulated stormwater discharge. As an alternative, accumulated stormwater can be pumped to another area on the site for infiltration to eliminate the need to discharge. Non-stormwater discharges typically require a separate discharge permit. An example of a dewatering filter bag for stormwater dewatering discharges is provided below. Reference:

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Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	**Description**
	CASQA NS-2
Paving and Grinding Operations	Managing paving and grinding operations to reduce the potential for pollutant discharge. Paving and grinding operations should be implemented at every construction project that involves paving, resurfacing, of saw cutting. Avoid paving operations when rain is forecasted. Grindings, saw-cutting slurry, and waste / debris must be collected and recycled or properly disposed of; none of this should be allowed to enter the storm drain system. Do not apply seal coat, tack coat, slurry seal, or fog seal if rain is forecasted within the curing period. Reference: CASQA NS-3

3.4.6 Waste Management and Materials Pollution Control (WM)

Waste management and materials pollution control are practices that limit or reduce or prevent the contamination of stormwater by construction wastes and materials. Potential wastes include solid, sanitary, concrete, hazardous, and equipment-related. Waste management and materials pollution control is also often referred to as good housekeeping practices.

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Table 12: Materials Pollution Management BMPs

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Stockpile Management	Covering or stabilizing stockpiles and providing sediment controls around the perimeter of stockpiles. Stockpile management should occur at every required stockpile within a construction project. Require stockpiles include those of soil, sand, PCC or AC rubble, cold mix asphalt, aggregate base or sub base, and treated wood. Stockpile management is effective against stormwater and wind erosion. All stockpiles can be covered with plastic or similar material. Alternatively, soil stockpiles may be protected with an erosion control (stabilization) practice. Raw materials such as cold mix treated wood should also be placed on top of plastic. Typical sediment controls placed around the perimeter of stockpiles are fiber rolls, silt fence, and sand / gravel bags. All stockpiles should be placed at least 50 feet away from downstream storm drain facilities. Reference: CASQA WM-3, SE-1, SE-5, SE-6, SE-8

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Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Material Delivery, Storage, and Use	Preventing and containing pollutant discharges from materials that are delivered, stored, and used on-site. Materials of concern include: petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, and other hazardous chemicals. Material delivery, storage, and use management should occur at every location of a construction project where materials of concern are delivered, stored, or used. All material delivery and storage should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Minimize the quantities of materials of concern. Store materials in an enclosed area with secondary containment. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors on proper spill prevention, control, and cleanup procedures. Avoid over-application of soil binders, pesticides, herbicides, and fertilizers. Reference: CASQA WM-1, WM-2, WM-4

Table 13: Waste Management BMPs

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Spill Prevention and Control	Preventing, controlling, and cleaning up spills to reduce pollutant discharges from construction activities. Spill prevention and control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, or other hazardous chemicals. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Do not bury or wash spills away with water. Keep absorbent spill cleanup materials available; dispose of used materials properly. Report significant spills (those that cannot be contained by personnel in the immediate vicinity) to a local agency, such as the Fire Department, for cleanup assistance. Additional agencies may need to be contacted in the event of a significant spill. Reference: CASQA WM-4
Solid Waste Management	Containing and disposing of debris and non-hazardous waste to prevent it from being discharged to the storm drain system. Solid waste management and materials pollution control should occur throughout every construction project for non-hazardous

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Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
	construction waste and scraps, trash from employees or subcontractors, and waste generated from demolition. Waste should be collected and contained in designated areas. Avoid using waste containers that do not have lids or are not watertight. Collect and dispose of loose trash and waste weekly. Reference: CASQA WM-5
Hazardous Waste Management	Containing and disposing of hazardous waste to prevent it from being discharged to the storm drain system. Hazardous waste management and materials pollution control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, pesticides, herbicides, fertilizers, wood preservatives, or other hazardous chemicals. Train employees and subcontractors proper hazardous waste management and materials pollution control procedures. Store hazardous wastes in an enclosed area with secondary containment. Do not allow hazardous wastes to infiltrate at the site. Avoid overfilling hazardous waste containers. Hazardous wastes should be handled as required by Title 22. For projects that require demolition, lead-, cadmium-, or chromium-based paints, asbestos, and PCBs may exist and will require special treatment. All hazardous waste storage should occur in a designated area at least 50 feet away from downstream storm drain facilities. Hazardous wastes should be disposed of by a licensed hazardous waste transporter. Reference: CASQA WM-6
Concrete Waste Management	Containing and disposing of concrete waste to prevent it from being discharged to the storm drain system. Concrete Waste Management should occur at every construction project where concrete is poured, saw cut, grinded, or demolished. Inform all employees and subcontractors that washout from concrete trucks and concrete waste should be collected in concrete washout. Concrete washouts should be watertight and prevent any concrete waste from being able to discharge to the storm drain system. Avoid allowing concrete washout to become greater than 75% full. Concrete demolition debris may be stored by following the stockpile management BMP. Reference: CASQA WM-8, WM-3

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Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Sanitary Waste Management	Containing and disposing of sanitary waste to prevent it from being discharged to the storm drain system. Sanitary Waste Management should occur at every construction project that contains portable or permanent sanitary facilities. Avoid placing portable sanitary facilities in a concentrated flow path, such as a gutter. Use secondary containment under portable sanitary facilities. Contract a licensed sanitary and septic waste hauler to maintain portable sanitary facilities. All portable sanitary facilities should be located at least 50 feet away from downstream storm drain facilities. If a spill occurs, follow federal, state, and local regulations for containment and cleanup. Reference: CASQA WM-9

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3.4.7 Inspection and Maintenance Frequency Summary

	Santa Ana Region Criteria (only one need apply)			Inspection Frequency	
				Wet Season (Oct. – Apr.)	**Dry Season (May – Sep.)**
High	All sites 20 acres and larger	Sites over 1 acre tributary to Clean Water Act Section 303(d) waters listed for sediment or turbidity impairment.	Sites tributary to and within 500 feet of an Area of Special Biological Significance (ASBS).	Monthly	Conduct at a frequency to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-stormwater discharges are prevented.
Medium	All sites between 5 to 20 acres where none of the other above criteria apply.			Twice during wet season	
Low	All sites less than 5 acres where none of the other above criteria applies.			Once during wet season	

When BMPs or BMP maintenance is deemed inadequate or out of compliance, an inspection frequency of once every week will be maintained until BMPs and BMP maintenance are brought into compliance (regardless of site prioritization).

San Diego Region Criteria (only one need apply)			Inspection Frequency	
			Wet Season (Oct. – Apr.)	**Dry Season (May – Sep.)**
All sites 30 acres or more in size with rough grading or active slopes occurring during wet season.	All sites one acre or more, and tributary to a CWA section 303(d) water body segment impaired for sediment or within or directly adjacent to, or discharging directly to, the ocean or a receiving water within an ESA.	Other sites determined by the Copermittees or the Regional Board as a significant threat to water quality.	Biweekly (Once every two weeks)	As needed during the dry season. Sites that meet any of the criteria for biweekly inspections during the wet season must be inspected at least once in August or September each year.
All sites one acre or larger where none of the above criteria apply.			Monthly	
All sites less than one acre where none of the above criteria apply.			As needed to ensure compliance with ordinances and MS4 Permit.	

Reinspection frequencies must be determined by each Copermittee based upon the severity of deficiencies, the nature of the construction activity, and the characteristics of soils and receiving water quality.

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4 References

Web links to permits listed in Table 1.

- National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Order number 2009-0009-DWQ. NPDES number CAS000002.

  www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

- Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated cities of Orange County within the Santa Ana Region. Order number R8-2009-0030. NPDES number CAS618030.

  www.waterboards.ca.gov/rwqcb8/water_issues/programs/stormwater/oc_permit.shtml

- Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated cities of Orange County, and The Orange County Flood Control District Within the San Diego Region. Order number R9-2009-0002 NPDES number CAS0108740.

  www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/oc_stormwater.shtml

- Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality. Order number 2003-0003-DWQ.

  www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

- General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts. Order number R8-2007-0041. NPDES number CAG918002.

  www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2007/07_041_gen_wdr_sandiego_crk_11302007.pdf

- Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay. Order number R9-2008-0002. NPDES number CAG919002.

  www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf

- General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. Order number R8-2009-0003. NPDES number CAG998001.

  www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

- General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region. Order number R9-2010-0003. NPDES number CAG679011.

  www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/r9-2010-0003.pdf

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5 Glossary

ASBS – Area of Special Biological Significance. The Water Quality Control Plan for Ocean Waters of California (California Ocean Plan) designates 35 Areas of Special Biological Significance, two of which lie within the Santa Ana Regional Board jurisdiction:

- Newport Beach Marine Life Refuge (HU801.110)
- Irvine Coast Marine Life Refuge (HU801.110)

BMP – Best Management Practices (BMPs) are activities, practices, procedures, or facilities implemented to avoid, prevent, or reduce pollution of the stormwater system and receiving waters.

Common Plan of Development – Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Any of these documents could delineate the boundaries of a common plan area. However, broad planning documents, such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Construction General Permit (CGP) – A National Pollution Discharge Elimination System (NPDES) permit (No. CAS000002) issued by the State Water Resources Control Board for the discharge of stormwater associated with construction and land disturbance activities of one acre or more (Order No. 2009-0009-DWQ).

Construction Project – any site for which building or grading permits are issued and where an activity results in the disturbance of soil such as soil movement, grading, excavation, clearing, road construction, structure construction, or structure demolition; and sites where uncovered storage of materials and wastes such as dirt, sand, or fertilizer occurs; or exterior mixing of cementaceous products such as concrete, mortar, or stucco will occur.

Demolition – an activity involving the demolishing or the destruction of a structure, facilities, or associated appurtenances.

Discharge – the release spill, leak, pump, flow, escape, leaching, dumping or disposal of any liquid, semi-solid, or solid substance.

Environmentally Sensitive Area (ESA) – includes but is not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated in the Ocean Plan as Areas of Special Biological Significance (ASBS) or by the State Water Resources Control Board (Water Quality Control Plan and amendments); water bodies designated with the RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan and amendments); areas designated as preserves or equivalent under the Natural Community Conservation Planning Program; and any areas designated as Critical Aquatic Resources (CARS) or other equivalent environmentally sensitive areas which have been identified by the County or city.

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Erosion – the wearing away of the ground surface as a result of the movement of wind, water, and/or ice

Erosion Control – the activity of reducing or eliminating erosion by using a combination of Best Management Practices to protect adjacent private property, watercourses, public facilities, and receiving waters from an abnormal deposition of sediment or dust.

Erosion Control Plan – A plan (including drawings, specifications, or other requirements) detailing the methods of implementing an erosion control system.

Municipal Separate Storm Sewer System (MS4) – the street gutter, channel, storm drain, catch basin, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the County-wide stormwater runoff system and owned, operated, maintained, or controlled by the County / city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

NPDES Permit – NPDES is an acronym for National Pollution Discharge Elimination System. NPDES is the national program for administering and regulating Sections 307, 318, 402 and 405 of the Clean Water Act (CWA).

Non-stormwater – any runoff or discharge not entirely composed of stormwater.

Notice of Intent (NOI) – an application submitted by the owner / operator of a project that constitutes his intent to be authorized by an NPDES permit issued for stormwater discharges associated with the construction activity indicated.

Notice of Termination – a form to discontinue coverage under an NPDES general permit for stormwater discharges associated with industrial activity and stormwater discharges associated with construction activity.

Pollutant – any liquid, solid or semi-solid substances that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state. A more detailed definition is included in the Water Quality Ordinance. Generally, pollutants can include such items as:

- Artificial materials
- Household wastes
- Metals and Non-metals
- Petroleum and related hydrocarbons
- Animal wastes
- Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor
- Waste materials, sediment, and wastewater generated by construction sites and construction activities
- Pollutants defined by the Federal Clean Water Act
- Other constituents or materials, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials.

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Post-Construction BMPs – Structural and non-structural controls which detain, retain, or filter the release of pollutants to receiving waters after construction is complete and final stabilization is attained.

Qualified SWPPP Developer (QSD) – Individual who is authorized per the requirements of Order No. 2009-0009-DWQ to develop and revise SWPPP's.

Qualified SWPPP Practitioner (QSP) – Individual assigned responsibility by the owner for non-stormwater and stormwater visual observations, sampling and analysis, and responsibility to ensure full compliance with the Construction General Permit and implementation of all elements of the SWPPP, including the preparation of the annual compliance evaluation and the elimination of all unauthorized discharges.

RARE – Rare, Threatened, or Endangered Species (RARE) Uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

Receiving Water – A river, lake, ocean, stream, or other watercourse identified in the Basin Plan into which waters may be discharged.

Regional Board – Regional Water Quality Control Boards administer water quality requirements within a watershed region. There are nine Regional Boards under the SWRCB. The SWRCB is one of five branches of the California Environmental Protection Agency The San Diego Regional Board and the Santa Ana Regional Board have jurisdiction in Orange County.

Runoff – Water originating from rainfall, melted snow, and other sources (e.g., sprinkler irrigation) that flows over the land surface to receiving waters.

Run-on – Off site stormwater surface flow which enters your site.

Scour – The erosive and digging action in a watercourse caused by flowing water.

Secondary Containment – Structures, usually dikes, berms, or large containers, surrounding tanks or other storage containers, designed to catch spilled material to prevent it from being discharged.

Sediment – Solid particulate matter, both mineral and organic that comes from the weathering of rock.

Sedimentation – The process of depositing soil particles, clays, sands, or other sediments that were picked up by runoff.

Sheet Flow – Flow of water that occurs overland in areas where there are no defined channels where the water spreads out over a large area at a uniform depth.

Storm Drains – Above- and below-ground structures for transporting stormwater to streams or outfall for flood control purposes.

Stormwater – Urban runoff and snowmelt runoff consisting only of those discharges, which originate from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) – Document required by the General Construction Permit to be developed and implemented by construction sites with 1 acre or greater of soil disturbance, or less than 1 acre but part of a greater common plan of development. The SWPPP emphasizes the use of appropriately selected, correctly installed, and maintained

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pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs that can effectively address source control of pollutants during changing construction activities.

State Water Resources Control Board (SWRCB) – California agency that implements and enforces water quality and NPDES permit requirements and oversees the Regional Boards.

Waste Discharge Identification (WDID) Number – an identification number assigned by the State Water Resources Control Board upon receipt of a complete NOI.

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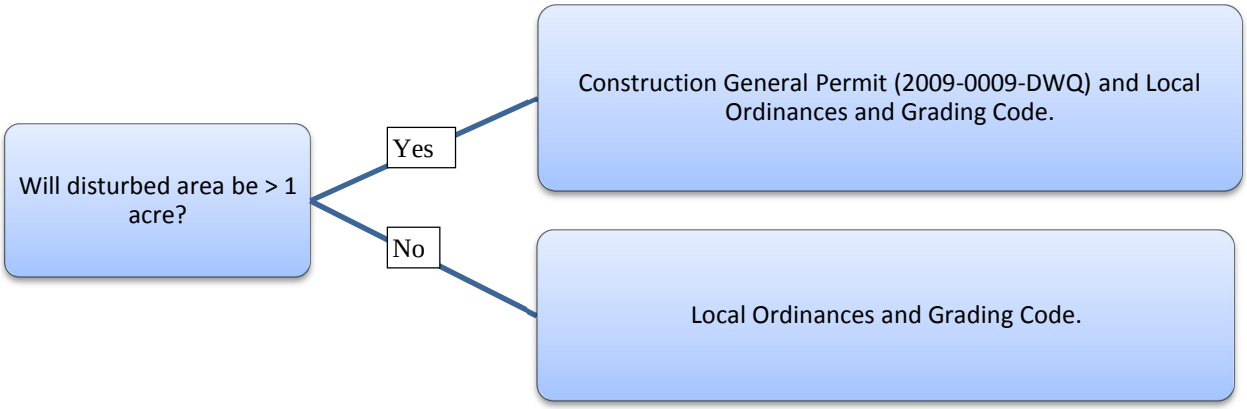
Appendix A: Permit Determination Flowcharts

This appendix includes flowcharts for project owners or developers to quickly determine which permits are required for a particular project and a short description of each permit. For each project, follow the questions in each of the three flow charts to determine construction permitting and site management requirements. For example if a project is less than an acre, but requires dewatering, the reader should quickly understand that the CGP does not apply to them, but that they need to read more about dewatering permits.

To use this appendix, follow Steps 1-3 for each project. After following the steps, refer to Sections 2.1 and 2.2 for details on the specific permits and ordinances that may affect your project.

Step 1: Project Size



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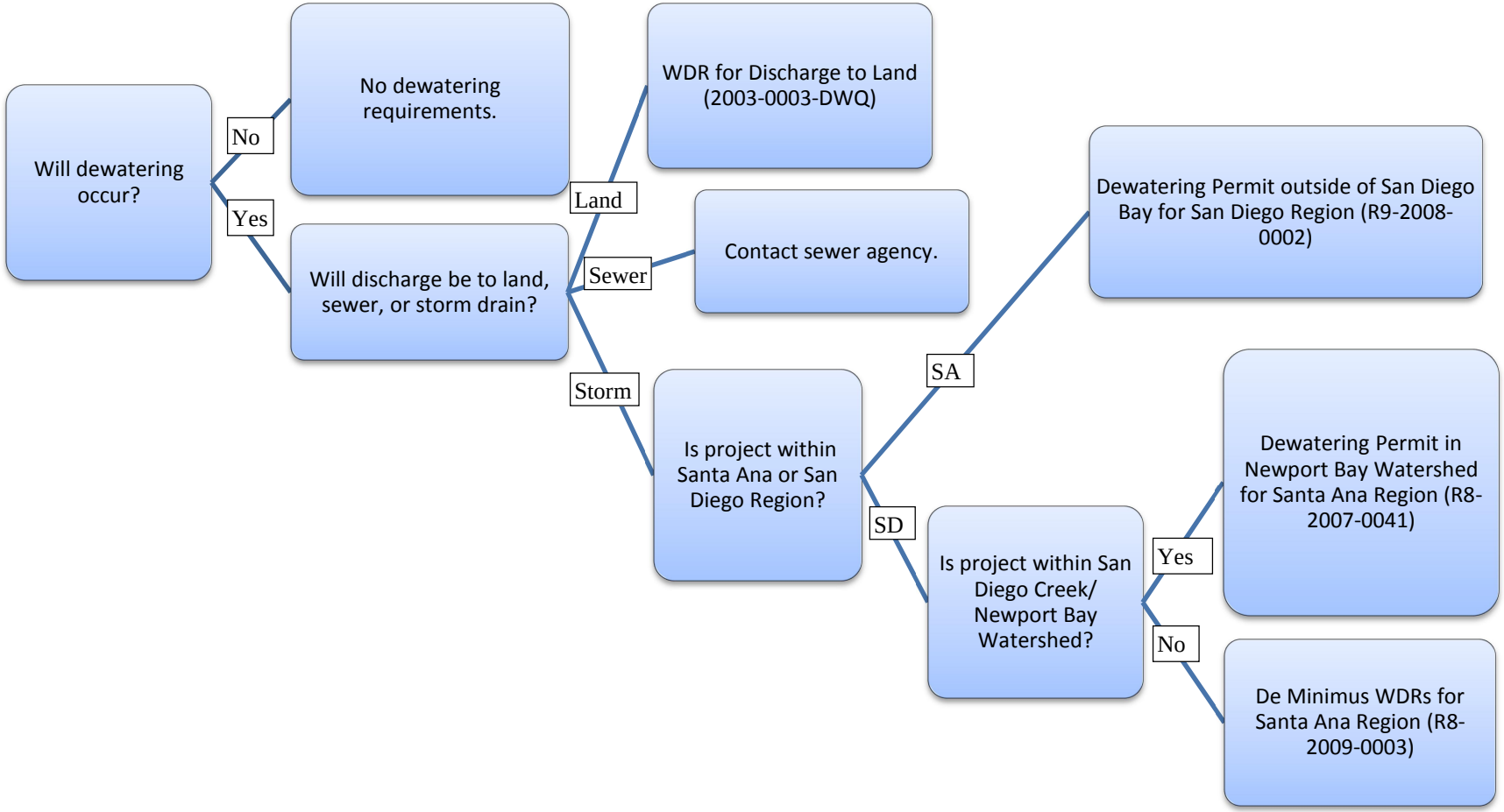
Step 2: Dewatering



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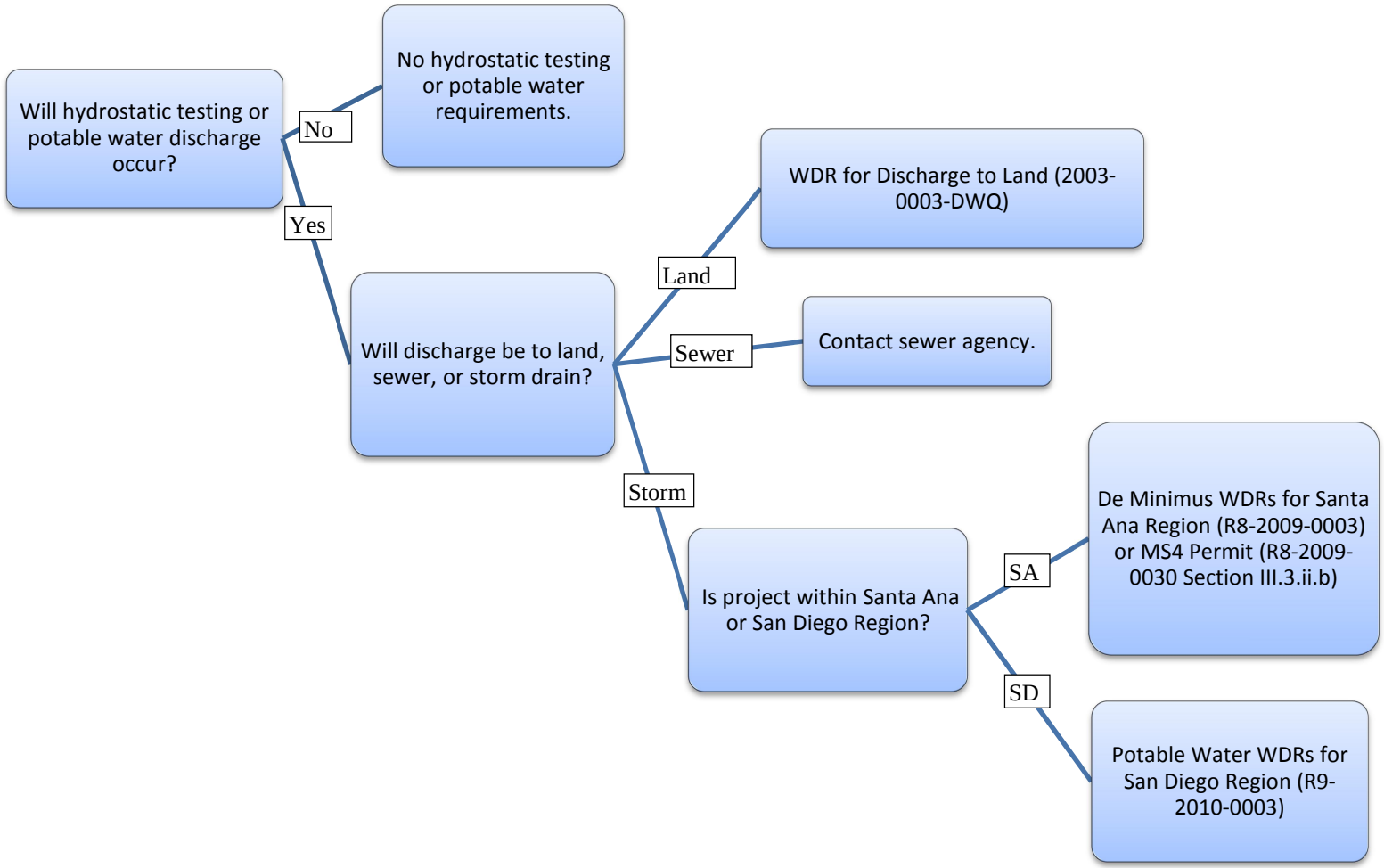
Step 3: Hydrostatic Testing or Potable Discharge



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Appendix B: Permit Descriptions

1. Construction General Permit (2009-0009-DWQ / CAS000002)

Note: This Section applies only to projects with greater than or equal to one acre of disturbed area.

In 2009, the State Water Resources Control Board (SWRCB) adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP).

The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

The following briefly summarizes the process for a construction project that is subject to the CGP:

- The project owner, Legally Responsible Person (LRP), is responsible for obtaining CGP coverage. Permit coverage is obtained by preparing and certifying the Permit Registration Documents (PRDs). PRDs must be uploaded and certified by the LRP in the SWRCB Storm Water Multi Application Report Tracking System (SMARTS, https: / / smarts.waterboards.ca.gov /).
- Each project subject to the CGP requires the services of a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). These titles are defined in the CGP, Section VII.
- Each year an Annual Report must be submitted and certified in SMARTS. The reporting period is from August 1 to June 30 and Annual Reports are due on September 1.
- After construction is completed and the site fully complies with the final stabilization requirements of the CGP, the owner must terminate permit coverage through SMARTS.

2. MS4 Permit for Santa Ana Region (R8-2009-0030 / CAS618030)

In 2009, the Santa Ana Regional Board issued its fourth term MS4 permit, Order No. R8-2009-0030. This permit regulates stormwater discharge from municipal storm drain systems. The permit is issued to the County of Orange and the cities within the Santa Ana Region boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best

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Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

3. MS4 Permit for San Diego Region (R9-2009-0002 / CAS0108740)

In 2009, the San Diego Regional Board issued its fourth term NPDES permit, Order No. R9-2009-0002. This permit regulates stormwater discharge from municipal storm drain systems. The permits issued to the County of Orange and the cities within the San Diego Region Boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

4. WDRs for Discharge to Land (2003-0003-DWQ)

This permit, Order No. 2003-0003-DWQ, applies to projects that discharge to land where the discharge has a low threat to water quality. These are typically low volume discharges with minimal pollutant concentrations. The primary difference between this permit and the permits described in herein is the destination of the water. This permit regulates discharges to land, while the following two sections discuss discharges to storm drains or receiving waters. For instance, if a dewatering discharge will be piped to an infiltration basin during construction, this permit should be used.

5. De Minimus WDRs for Santa Ana Region (R8-2007-0041 / CAG918002 and R8-2009-0003 / CAG998001)

There are two permits within the Santa Ana Region that regulate dewatering discharges to a storm drain or receiving water. Order No. R8-2007-0041, NPDES No. CAG918002, regulates dewatering discharges in the San Diego Creek / Newport Bay watershed. And, Order No. R8-2009-0003, NPDES No. CAG998001, amended by R8-2012-0062, regulates dewatering discharges for the Santa Ana Region. Refer to the permit text for specific circumstances allowing projects to be covered under the region-wide permit even though it is located within the San Diego Creek / Newport Bay watershed.

Dischargers subject to the San Diego Creek / Newport Bay Permit (Order No. R8-2007-0041) formed a Working Group and funded the development of a Work Plan to develop a management plan for nitrate and selenium discharges to surface waters that result from groundwater-related inflows. If those entities that participate in the Working Group (refer to Order for enrollees list), can demonstrate that compliance with the numeric selenium effluent limitations identified in the Order is infeasible, the groundwater-related discharge is allowed provided that the Working Group implements the Work Plan in a timely manner and that the discharger fulfills its financial and participatory requirements established by the Group. For dischargers who are not participating in the Working Group and cannot comply with the numeric effluent limitations, the discharger must either not proceed with the planned discharge or must identify and participate in a program that assures that selenium discharges in excess of those allowed by the Order are offset on at least a one-to-one basis.

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To obtain coverage under either of these permits, the general guidelines below should be followed:

Existing Dischargers

1. Submit an updated Notice of Intent (NOI) to continue discharging; and
2. A copy of the current Monitoring and Reporting Program along with any proposed treatment modifications.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the Nitrogen and Selenium Management Program (NSMP).

New Dischargers

At least 45 days (180 days if applying under Order No. R8-2007-0041) before the start of a new discharge, the Discharger needs to submit an application for coverage and obtain a letter of authorization from the Executive Officer for the dewatering discharge. The application needs to include:

1. A Notice of Intent (NOI) to be covered under the Order.
2. A site characterization study that identifies the presence of contaminated groundwater onsite (constituents of concern listed with the Orders), its properties, and a three-dimensional assessment of the extent of concentration of contaminants in the subsurface; which includes a description of the geologic and hydrologic factors that control the migration of the contaminants; and, if adjacent to a contaminated site, the Discharger has to evaluate the depth and flow rate of the extraction as well as the possibility of extracting the contaminated groundwater from the adjacent site.
3. A report including the following:
    a. A list of constituents and the discharge concentration of each constituent from each source (See the Order for constituent of concern); and for coverage under Order No. R8-2007-0041 only, a chemical analysis of the untreated groundwater for organic pollutants using EPA method 8260B (See the Order for specific constituent testing and reporting requirements);
    b. Estimated average and maximum daily flow rates in million gallons per day (mgd), the frequency and the expected start date and duration of the discharges;
    c. Proposed discharge location(s) and the latitude and longitude of each discharge point;
    d. A description of the proposed treatment system (if applicable);
    e. The affected receiving water and a map showing the path from the point of initial discharge to the ultimate receiving water; and
4. Any other information deemed necessary by the Regional Board Executive Officer.

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It should be noted that coverage under Order No. R8-2007-0041 requires several extra steps and it is highly recommended to review those requirements within the Order. Some of those additional items are:

1. An evaluation of selenium and nitrogen concentrations and the feasibility of meeting the numeric effluent limitations specified in the Order. The conclusion of which has varying impacts on coverage as specified in the Order;
2. A fixed hardness value for sites polluted with metals needs to be submitted for approval by the Regional Executive Officer as outlined in the Order; and
3. A description of run-on, interception and diversion of runoff.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the NSMP.

6. Dewatering Permit Outside of San Diego Bay for San Diego Region (R9-2008-0002 / CAG919002)

This permit, Order No. R9-2008-0002, applies to discharges of extracted groundwater to receiving waters or storm drains within the San Diego Regional Board jurisdiction (South of El Toro Road). To qualify for this permit, a laboratory analysis of the groundwater must show that the water quality is within the limits set by the permit. The permit requires sampling and analysis of dewatering discharges, and reporting to the Regional Board on a periodic basis.

7. Potable Water Discharges in Santa Ana Region (R8-2009-0003 / CAG998001)

The permit identified in Section 2. 1 for de minimus discharges, Order No. 2009-0003, is also the permit that applies to discharges of potable water during construction. This may include discharges of hydrostatic test water for pipes or tanks.

8. Potable Water Discharges in San Diego Region (R9-2010-0003 / CAG679011)

This permit, Order No. R9-2010-0003, regulates discharges of hydrostatic test water and/or potable water to storm drains or receiving waters in the San Diego Region, to all receiving waters except for San Diego Bay and its tributaries. Activities covered may include discharge from testing, repair and maintenance of pipelines, tanks and vessels dedicated to drinking water purveyance.

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Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary

Background

The County of Orange conducted a field evaluation of five erosion control BMPs to evaluate their effectiveness in the field. A full copy of the Erosion Control Best Management Practices Field Evaluation (Study) may be found on the OC Watersheds website (http: / / www.ocwatersheds.com / documents / OCErosionControl_FINALReportJan07II.pdf), and a brief summary of the Study is provided here. The Study included development of a study plan, selection of an appropriate test site with soils and slopes commonly found in Orange County, selection of erosion controls for evaluation, study implementation, monitoring and maintenance of the test plots.

BMPs Selected

Four erosion control BMPs were selected for the Study:

- UltraTack- UltraTack is a low molecular weight polyacrylamide product. UltraTack is a spray on binder or tackifier, and is nontoxic to plant and animal life. UltraTack must be applied 24 hours prior to a storm event, and must be reapplied as needed, but generally every three months at a minimum.
- EarthGuard – EarthGuard is a high molecular weight polyacrylamide product. Earth Guard is a spray on binder and is nontoxic to plant and animal life. It is effective immediately, even when applied during a rain event, and may provide erosion control for up to three months.
- EarthGuard Fiber Matrix (recycled paper mulch and wood fiber mulch) – This BMP combines Earth Guard and fiber to form a matrix that provides erosion control for a full rainy season. The binder plus fiber harden after application to form a crust that protects soil from raindrop impact. Two types of EarthGuard fiber mulch were used; one consisting of 100% recycled paper mulch, and the other wood fiber mulch.
- Landscaping Mulch – The wood mulch tested for this study was a typical landscaping mulch made of shredded wood mulch and bark. Wood mulch helps reduce soil erosion by protecting bare soil from rainfall impact, increasing infiltration and reducing runoff.

Test Plots

A total of fifteen test plots were used in the Study, three for each of the BMPs selected. Each BMP was tested on a slope of 2% (flat slope), 5% (mild slope) and 50%. Each test plot was approximately 25 feet by 100 feet, with flow in the long direction.

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Test Period

Each of the test plots was observed over the course of the 2004-2005 wet season. Observations of the performance of each type of control were made before and after forecast events, as well as once per month. The condition of each test plot and the location and mechanism of any failures were documented, along with evidence of erosion and unraveling of erosion control materials.

Findings

The 2004-2005 water year was one of the wettest on record, with the Study site receiving over twice the normal amount of precipitation for the area. The relative performance of the selected erosion controls was evaluated qualitatively using the results of the visual monitoring. BMPs were considered to have "failed" when rilling or similar evidence of erosion became visually apparent. In general, the hydro mulches outperformed the binders; whereas landscape mulch performed best on all slopes. The binders and hydro mulches did not hinder growth of volunteer vegetation. Although seed mix was not added to the controls, new vegetation was observed on all test plots except for the landscape mulch.

Recommendations

The Study provides erosion control recommendations based on the findings of the Study (see **Table C-1**). These recommendations are based on appropriate slope, application rate, duration of effectiveness, application methods, inspection requirements and costs

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Table C-1: Recommendations from the Erosion Control Best Management Practices Field Evaluation

EC Control	Amount Rain / Duration[1]		Appropriate Site Applications	Application Methods	Inspection Requirements	Costs
	Flat Area (< 5%)	Slope Area (> 5%)				
PAM (low weight)	1"; 1 storm	Not recommended	Temporary, single storm event; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	$1.30 – $5.50 / lb (material cost only)
PAM (high weight)	< 2"; 2+storm	1"; 2+ storm	Temporary, two storm events; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	$1.30 – $5.50 / lb (material cost only)
Wood Hydro-mulch[2]	<12"; 1 season	<12"; 1 season	Steep slopes, steeper than 3:1; high erosion potential slopes; slopes where anchored mulch is needed; disturbed areas where plants slow to develop; stockpiles; slopes adjacent to ESAs	3,000 lb / acre to 4,000 lb / acre based on the manufacturer's recommendation, 12-24 hours to dry and become effective	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season (nrs)	$6,000 per acre
Landscape Mulch[3]	< 12"; 1 season	< 12"; 1 season	Flat areas, steep slopes, cohesive soils	Distribute by hand or use pneumatic methods, 2-3- inch depth (thickness) per CASQA guidance	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the nrs	$4,000 per acre

[1] When used per manufacturer recommendations.

[2] When used with a high-weight binder. Hydro mulch consisting only of paper fiber is not recommended. Wood hydro mulch may not contain more than 25% paper fiber.

[3] Tested at about 5-inch depth (thickness).

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Table of Contents

1 Introduction and Overview 1
1.1 Introduction 1
1.2 Overview 1
2 Regulatory Requirements 2
2.1 State and Regional Permit Requirements 2
2.2 Local Agency Requirements 5
2.2.1 Local Grading Code 5
2.2.2 Local Water Quality Ordinance 5
3 Best Management Practices (BMPs) 7
3.1 BMP Overview Diagram 7
3.2 Minimum Site BMP Requirements 9
3.3 CASQA BMP Handbook 10
3.4 BMP Directory 10
3.4.1 Erosion Control (EC) 10
3.4.2 Sediment Control (SE) 14
3.4.3 Wind Erosion Control (WE) 17
3.4.4 Tracking Control (TC) 18
3.4.5 Non-Stormwater Management (NS) 19
3.4.6 Waste Management and Materials Pollution Control (WM) 20
3.4.7 Inspection and Maintenance Frequency Summary 25
4 References 26
5 Glossary 27
Appendix A: Permit Determination Flowcharts 31
Appendix B: Permit Descriptions 34
Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary 38

Figures

Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue) 3
Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente) 8

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Tables

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County 4
Table 2: Allowed and Prohibited Discharges 6
Table 3: Physical / Vegetative Stabilization BMPs 11
Table 4: Concentrated Flow Erosion Control BMPs 13
Table 5: Perimeter / Linear Control BMPs 14
Table 6: Storm Drain Inlet Protection BMPs 15
Table 7: Sediment Capture BMPs 16
Table 8: Street Cleaning BMPs 17
Table 9: Wind Erosion Control BMPs 17
Table 10: Tracking Control BMPs 18
Table 11: Non-Stormwater Management BMPs 19
Table 12: Materials Pollution Management BMPs 21
Table 13: Waste Management BMPs 22

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1 Introduction and Overview

1.1 Introduction

This Construction Runoff Guidance Manual (Manual) is intended to enable applicants for building or grading permits to understand and comply with the regulatory requirements for creek, river, stream and coastal water protection during the construction phase of new development and significant redevelopment projects. Project owners and developers should be able to use this Manual as a guide to understand which permits and ordinances apply to their construction project. Contractors should be able to use this Manual as a guide to the Best Management Practices (BMPs) typically needed to be implemented at a construction site to ensure compliance with the Construction General Permit (CGP) and local ordinances.

1.2 Overview

The goal of this Manual is to provide useful, succinct information to enable contractors to control pollutant discharges from construction sites. Activities and materials used on a construction site may be a source of pollutants, including but not limited to sediment, concrete and grout; paints, lacquers, and primers; herbicides and pesticides; soaps and detergents; wood preservatives; equipment fuels, lubricants, coolants, and hydraulic fluids; and cleaning solvents. Water from construction sites can be a major transporter of these pollutants, which can leak from heavy equipment, be spilled, or can be eroded by rain from exposed soil or stockpiles. Once released, they can be transported into the receiving waters of the County of Orange (Orange County or "the County"), where they may enter aquatic food chains and cause fish toxicity problems, contribute to algal blooms, impair recreational uses, and degrade drinking water sources.

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2 Regulatory Requirements

2.1 State and Regional Permit Requirements

Construction activity in Orange County is subject to regulation by both the Santa Ana and the San Diego Regional Water Quality Control Boards (Regional Boards or RWQCBs). The Regional Boards are responsible for implementing the Clean Water Act and the California Porter-Cologne Act. The boundary between the two Regional Board jurisdictions approximately follows El Toro Road in Lake Forest, separating the Santa Ana Region (Regional Board 8 or RB8) (north of El Toro Road) from the San Diego Region (Regional Board 9 or RB9) (south of El Toro Road). While some of the permits listed in Table 1 are issued statewide by the State Water Resources Control Board (State Board or SWRCB) and implemented throughout the state by the Regional Boards, other permits, like dewatering or de minimus permits, are issued and implemented on a Region-by-Region basis. Additionally, the Regional Boards issue Municipal Separate Storm Sewer System (MS4) Permits to the County and cities, which include additional requirements for managing construction sites.

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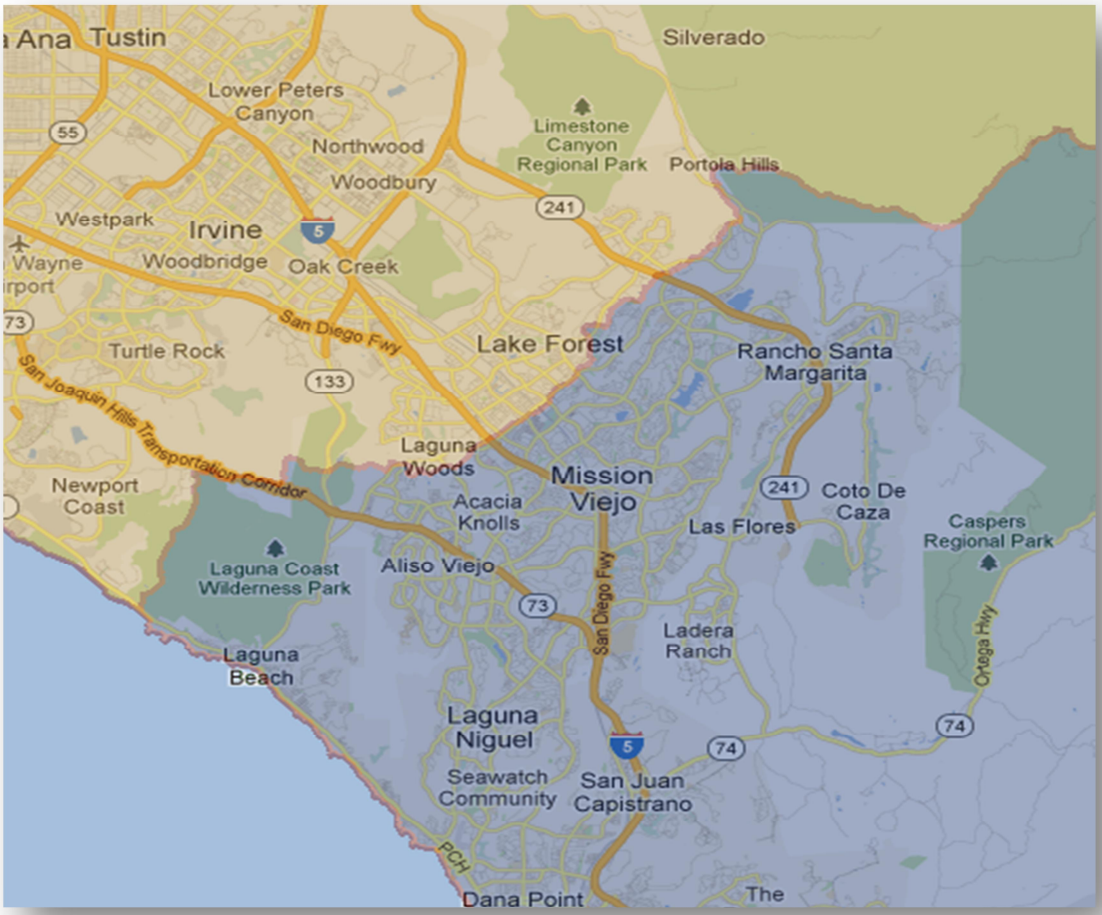

Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)

Table 1 includes a list of all State or Regional permits related to runoff water quality that may apply to construction projects in Orange County. To determine which, if any, of these permits affect your construction project, go to Appendix A and follow the three flow charts. Appendix B includes a brief summary of each permit shown in Table 1. A list of web links for each permit is included in the Reference section at the end of this Manual.

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Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County

	Order Number / NPDES Number	Permit Name	Affected Area
CGP	2009-0009-DWQ/ CAS000002	National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	Statewide
MS4	R8-2009-0030/ CAS618030	Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region (MS4 Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2009-0002/ CAS0108740	Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated Cities of Orange County, and The Orange County Flood Control District Within the San Diego Region (MS4 Permit for San Diego Region)	San Diego Region within Orange County
Discharge To Land	2003-0003-DWQ	Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality (WDR for Discharge to Land)	Statewide
Groundwater Dewatering	R8-2007-0041/ CAG918002	General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts (Dewatering Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2008-0002/ CAG919002	Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay (Dewatering Permit outside of San Diego Bay for San Diego Region)	San Diego Region within Orange County
Potable Water	R8-2009-0003/ CAG998001	General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality (De Minimus WDRs for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2010-0003/ CAG679011	General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region (Potable Water WDRs for San Diego Region)	San Diego Region within Orange County

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In 2009, the SWRCB adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP). The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by the County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

More details regarding the CGP and other State and Regional permits can be found in Appendix A.

2.2 Local Agency Requirements

Each city, as well as the County of Orange, has a Municipal Code that establishes requirements for erosion and sediment control on grading projects. All project owners must meet the requirements of the applicable code prior to, during, and after construction. Additionally, through the MS4 Permits listed in Table 1 and described in Appendix B, each city or the County is responsible for periodic inspections of construction sites within its boundaries. (All project owners must allow city or County inspectors onto the project site for these inspections.)

2.2.1 Local Grading Code

The Grading Code sets the rules and regulations for grading operations including operations preparatory to grading on private property. In addition to other requirements, the Grading Code requires that a project owner, developer or contractor prepare erosion control plans (ECPs), obtain a grading permit, and implement and maintain erosion and sediment control BMPs. Refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal grading code.

2.2.2 Local Water Quality Ordinance

The County and cities in Orange County have adopted Water Quality Ordinances for the purpose of improving water quality and compliance with NPDES permit requirements and for the control of urban pollutants. The Water Quality Ordinances are part of their municipal codes and are, in effect, laws that contractors are required to comply with. Non stormwater discharges to the municipal storm drain system are prohibited unless covered by a discharge exception. Prohibited non-stormwater discharges include wastewater from concrete truck washing, paint equipment cleaning, spill cleanup, etc. (See Table 3). Please refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal water quality ordinance.

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Table 2: Allowed and Prohibited Discharges

Allowed	Prohibited (not allowed)
▪ Discharges composed entirely of stormwater ▪ Projects permitted under the CGP may be authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: A. fire hydrant flushing, B. irrigation of vegetative erosion control measures (only in Region 8), C. pipe flushing and testing, D. water to control dust, and E. uncontaminated ground water from dewatering. Consult a construction stormwater professional to review the specific conditions. ▪ Discharges that are authorized by a De Minimus or Dewatering permit.	▪ Trash / debris / litter ▪ Concrete waste ▪ Sanitary waste ▪ Fuel or oil (Dumping, Spills, or Leaks) ▪ Non-stormwater discharges to the municipal storm drain system or receiving water (unless covered by an NPDES Permit, such as CGP or De Minimus) ▪ Projects in Region 9 permitted under the CGP are not authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: F. irrigation of vegetative erosion control measures

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3 Best Management Practices (BMPs)

Best Management Practices (BMPs) collectively refer to a variety of pollution prevention controls implemented throughout the project site at various times of the project. BMPs discussed herein are specifically aimed to control pollution in stormwater runoff during the construction phase of the project. The major construction BMP categories can be broken down into

- Erosion Control (EC)
- Sediment Control (SE)
- Wind Erosion Control (WE)
- Tracking Control (TC)
- Non-Stormwater Management (NS)
- Waste Management and Materials Pollution Control (WM)

These BMPs will be discussed in detail throughout the remainder of this section. Permanent post-construction BMPs are not addressed in this document. Post construction BMP requirements are detailed in the Model Water Quality Management Plan (WQMP) as required by the MS4 Permits of either the Santa Ana Region or San Diego Region.

3.1 BMP Overview Diagram

The BMPs that are commonly used on construction sites are shown in Figure 2.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

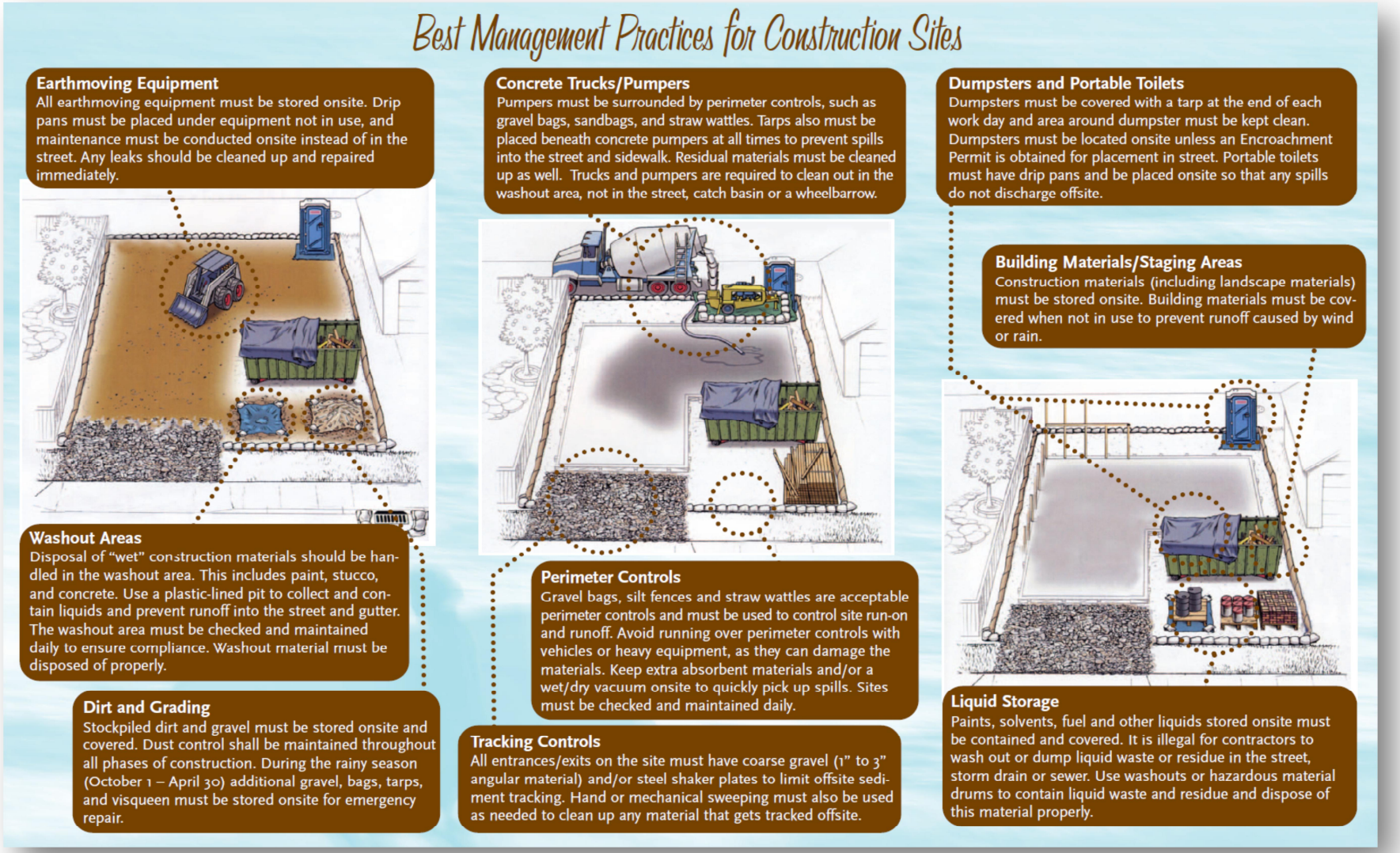

Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente)

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3.2 Minimum Site BMP Requirements

The following requirements are for deployment of selected construction BMPs and apply year-round (not just during the rainy season) to all projects.

A. Pollution prevention where appropriate.

B. Development and implementation of a site specific run-off management plan.

C. Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction.

D. Minimization of exposure time of disturbed soil areas.

E. Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible.

F. Limitation of grading to a maximum disturbed area as determined by the County / city before either temporary or permanent erosion controls are implemented to prevent stormwater pollution. The County / city has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.

G. Temporary stabilization and reseeding of disturbed soil areas as rapidly as feasible.

H. Non-stormwater management measures to prevent illicit discharges and control stormwater pollution sources.

I. Erosion Control BMPs shall be implemented.

J. Wind erosion control BMPs (dust control) shall be implemented.

K. Sediment control BMPs shall be implemented at all appropriate locations along the site perimeter, at all operational storm drain inlets and at all non-active slopes.

L. Tracking control BMPs to control off-site sediment tracking shall be implemented and maintained.

M. Waste management and materials pollution control BMPs shall be implemented to prevent the contamination of stormwater by construction wastes and materials.

N. Non-stormwater BMPs shall be implemented to reduce or prevent the contamination of stormwater from construction activities.

O. Weather tracking: projects shall monitor the National Weather Service (www.weather.gov) probability of precipitation. When a rain event is predicted (forecast predicts a greater than 50% probability of precipitation), the project must be inspected and BMPs must be maintained or deployed as needed to protect the project from discharging pollutants. (CGP projects only)

P. BMP failures must be repaired or replaced with an acceptable alternate as soon as it is safe to do so. Repairs or replacements must result in an adequate BMP, or additional BMPs should be installed to provide adequate protection.

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Q. Active exposed areas: Sufficient materials needed to install standby erosion and sediment control BMPs necessary to protect all active exposed areas from erosion and to reduce or prevent sediment discharges shall be stored on site. The total active exposed area shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMPs prior to a predicted rain event.

R. Inactive exposed areas: All exposed areas not being actively worked in shall be protected from erosion with temporary or permanent BMPs (erosion and sediment control). The ability to deploy standby BMP materials is not sufficient for these areas; erosion and sediment control BMPs must actually be deployed.

S. Completed areas: Areas that have already been protected from erosion using permanent erosion control BMPs (physical or vegetation) are not considered "exposed". Deployment of permanent erosion control BMPs should commence as soon as practical on completed areas.

T. Preservation of natural hydrologic features where feasible.

U. Preservation of riparian buffers and corridors where feasible.

V. Evaluation and maintenance of all BMPs, until removed.

W. Retention, reduction, and proper management of all stormwater pollutant discharges on site to the Maximum Extent Practicable (MEP) standard.

3.3 CASQA BMP Handbook

The California Stormwater Quality Association (CASQA) has prepared a handbook providing details about all of the recommended BMPs. The current version of this handbook is the CASQA Best Management Practice Handbook, Construction, 2009 Edition. A membership to CASQA can be obtained at www.casqa.org. Access to the BMP Fact Sheets referenced in this section is included with the CASQA membership. The Handbook contains six major categories of BMP fact sheets with guidelines on how to select each BMP. The six categories include: Erosion Control (EC), Sediment Control (SE), Wind Erosion Control (WE), Tracking Control (TC), Non-Stormwater Management (NS), and Waste Management and Materials Pollution Control (WM).

These categories of BMPs and their applicability are discussed in the following sections.

3.4 BMP Directory

In order to meet the requirements of the Permits and Ordinances mentioned in Section 2, BMPs must be selected, installed, and maintained properly throughout the duration of construction projects. BMPs must be discussed with all project contractors, subcontractors, and any party involved, because education is the most important BMP.

3.4.1 Erosion Control (EC)

Erosion control BMPs focus on preventing soil from being eroded by stormwater and potentially discharged from the construction site. Erosion control is more effective than sediment control for reducing sediment discharge. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common erosion control BMPs for construction projects.

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APPENDIX F

WARRANTY BOND

SAMPLE

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

_____

("Principal"), a contract ("Contract") for the work described as follows:
_____

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of _____ _____**Dollars ($XXX.XX)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	(Seal)

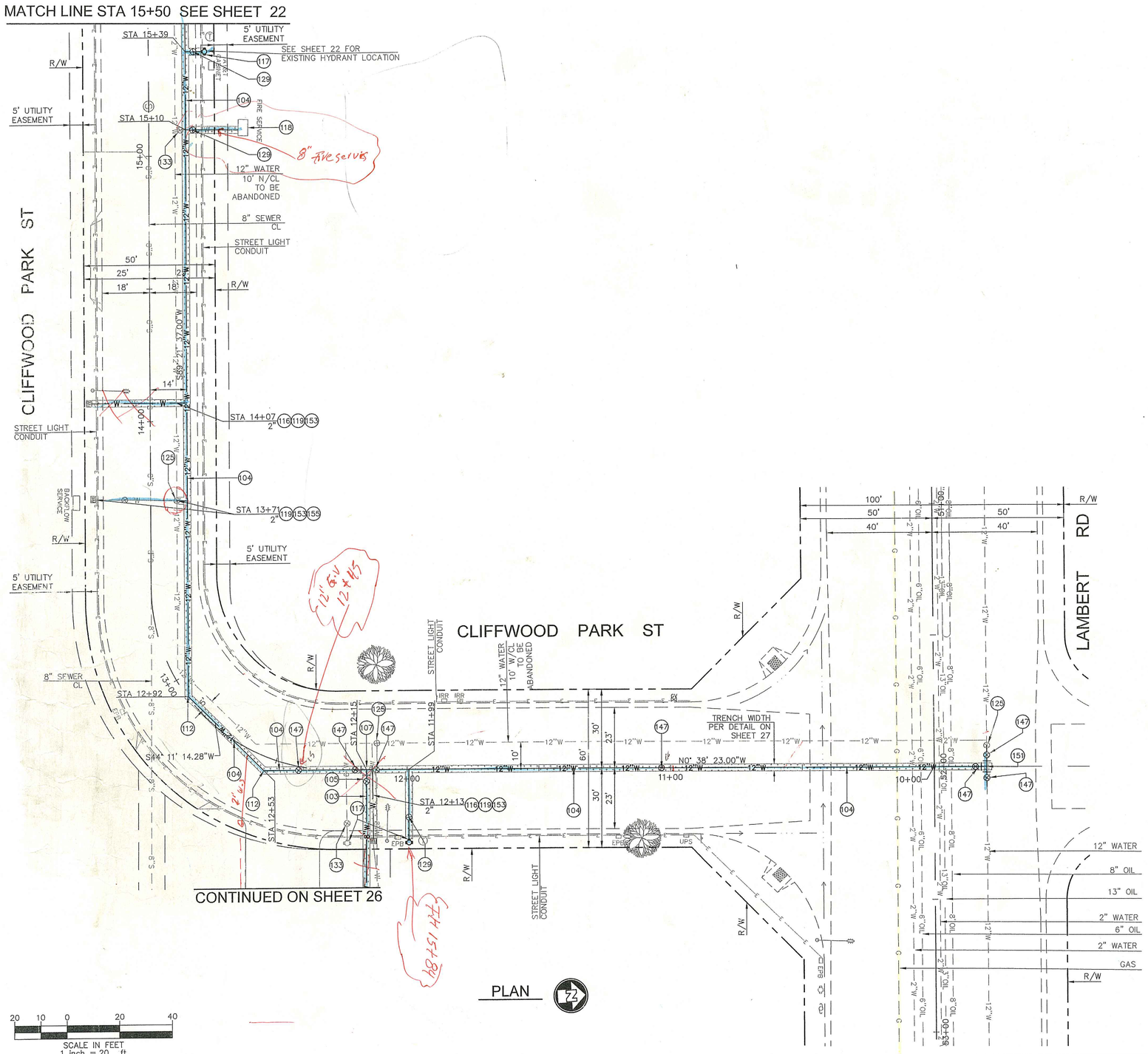
Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

APPENDIX G

AS-BUILT/RECORD DRAWINGS

BID DOCUMENT - FOR BIDDING PURPOSES ONLY



WATER IMPROVEMENTS GENERAL CONSTRUCTION NOTES:

1. PROTECT-IN-PLACE ALL EXISTING UNDERGROUND FACILITIES, UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO REMOVAL OF ANY AC OR CONCRETE PAVEMENT.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF SAWCUTTING TO REMOVE AND REPLACE AC OR CONCRETE PAVEMENT WITH THE ENGINEER.
4. EXISTING WATER MAIN ARE LOCATED IN CITY OF BREA'S RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENT. CONTRACTOR SHALL NOTE EXISTING EASEMENT AREAS INCLUDE PRIVATE IMPROVEMENTS AND APPURTENANCES INCLUDING, BUT NOT LIMITED TO; AC/PCC PAVEMENT, PAVERS, BRICKS, STONE TILE, WOOD, STONES/ROCKS, FENCING, FINISHED WALLS & FOOTINGS (RETAINING OR OTHERWISE), STAIRS, VARIOUS LANDSCAPING AND IRRIGATION, ETC. ALL EXISTING PRIVATE IMPROVEMENT SHALL BE RESTORED TO THE EXISTING CONDITION OR BETTER TO THE SATISFACTION OF THE OWNER AND ENGINEER.
5. SUPPORT AND PROTECT IN PLACE EXISTING IMPROVEMENTS. WHERE THE CONTRACTOR'S ACTIVITIES DAMAGE OR ADVERSELY AFFECT ANY PRIVATE IMPROVEMENTS, THE CONTRACTOR SHALL PROVIDE AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
6. WHERE OTHER FACILITIES/PIPES ETC ARE FOUND NEW WATER MAINS SHALL BE INSTALLED TO PROVIDE 24" CLEARANCE BETWEEN WATER MAIN TO BE ABANDONED AND 24" CLEARANCE FOR STORM DRAIN OR PUBLIC UTILITY CROSSING.
7. CONTRACTOR SHALL PROVIDE ADEQUATE TRENCH SHORING (CONVENTIONAL AND/OR CUSTOM) FOR ALL WORK AREAS AS REQUIRED.
8. CONTRACTOR TO REFERENCE APPENDIX "G" IN SPECIFICATIONS FOR WATER VALVE DEPTHS MEASUREMENTS SHOWN IN APPENDIX "G" ARE TAKEN FROM TOP OF NUT. DEPTH OF LINE IS TO BE CALCULATED BY ADDED 16" OR 18", PER MUELLER MANUFACTURER SPECIFICATIONS.
9. EXPOSE EXISTING SUBSTRUCTURES AND INSTALL FITTINGS ON NEW PIPE AS NEEDED TO CLEAR ALL EXISTING PIPES BY 24" MINIMUM.

WATER IMPROVEMENTS CONSTRUCTION NOTES:

WATER SYSTEM WORK

(103) INSTALL CLASS 52, 8" DI WATER MAIN AND FITTINGS PER CITY OF BREA STD. PLANS 301-0 AND 313-0 TYPE I.

(104) INSTALL CLASS 52, 12" DI WATER MAIN AND FITTINGS PER CITY OF BREA STD. PLANS 301-0 AND 313-0 TYPE I.

(105) INSTALL 8" RESILIENT WEDGE GATE VALVE WITH VALVE BOX ASSEMBLY PER CITY OF BREA STD. PLANS 302-0 AND 309-0.

(107) INSTALL 12"X12"X8" DI TEE AND THRUST BLOCK PER CITY OF BREA STD. PLAN 312-0.

(112) INSTALL 12" DI 45° BEND AND THRUST BLOCK PER CITY OF BREA STD. PLAN 312-0.

(116) INSTALL NEW COPPER WATER SERVICE TO NEW WATER MAIN PER DETAIL(S) ON SHEET 27. SIZE OF NEW COPPER WATER SERVICE PER PLAN.

(117) REMOVE AND SALVAGE EXISTING CITY HYDRANT. INSTALL COMPLETE NEW FIRE HYDRANT ASSEMBLY AND CONNECT TO NEW MAIN PER CITY OF BREA STD. PLAN 306-0 AND PER DETAIL 5 ON SHEET 27.

(118) INSTALL NEW FIRE SERVICE LATERAL PER DETAIL 6 ON SHEET 27.

(119) INSTALL NEW WATER METER AND WATER METER BOX (SIZE PER PLAN), PER CITY OF BREA STD. PLAN 305-0.

(125) ABANDON EXISTING WATER MAIN IN PLACE, CONNECTION AND ANY VALVES BY REMOVAL OF ALL PARTS WITHIN 24"OF STREET SURFACE AND PLUG ALL OPEN ENDS OF EXISTING MAIN WITH CONCRETE.

(126) INSTALL 6" RESILIENT WEDGE GATE VALVE WITH VALVE BOX ASSEMBLY PER CITY OF BREA STD. PLANS 303-0 AND 309-0.

(133) ABANDON FIRE SERVICE AND/OR HYDRANT CONNECTION AND ANY VALVES.

(141) INSTALL 8" GUARD POST, PER CITY OF BREA STD. PLAN 314-0 PER PLANS.

(147) INSTALL 12" RESILIENT WEDGE GATE VALVE PER CITY OF BREA STD. PLANS 302-0, 309-0 AND 312-0.

(151) INSTALL 12"X12"X12" DI TEE AND THRUST BLOCK PER CITY OF BREA STD. PLAN 312-0.

(155) CONNECT EXISTING COPPER WATER SERVICE TO NEW WATER MAIN PER DETAIL(S) ON SHEET 27. SIZE OF NEW COPPER WATER SERVICE PER PLAN.

SEE ADDITIONAL WATER IMPROVEMENTS GENERAL CONSTRUCTION NOTES ON SHEET 3

LEGEND:

- PROPOSED WATER MAIN, SIZE SHOWN
- NEW FIRE HYDRANT
- NEW WATER VALVE
- 45° BEND
- WATER MAIN TEE
- NEW SERVICE AND WATER METER IN NEW BOX
- WATER MAIN CAPPED OR PLUGGED
- HUB REDUCER

AS-BUILT
JAN 17 2020
SULLY-MILLER CONTRACTING CO.

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

INFRASTRUCTURE ENGINEERS
3060 Saturn Street, Ste. 250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

	INITIALS	DATE
DRAWN BY:	S. B./K.R.	
DESIGNED BY:	K. P.	
CHECKED BY:	K. P.	

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER RAYMOND REZA ABASSI No. 48091 Exp. 06/30/20 CIVIL STATE OF CALIFORNIA

RAYMOND R. ABASSI RCE 48091 DATE 1/24/19

CITY OF BREA
BREA CALIFORNIA
PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENTS PLAN FOR CLIFFWOOD PARK STREET

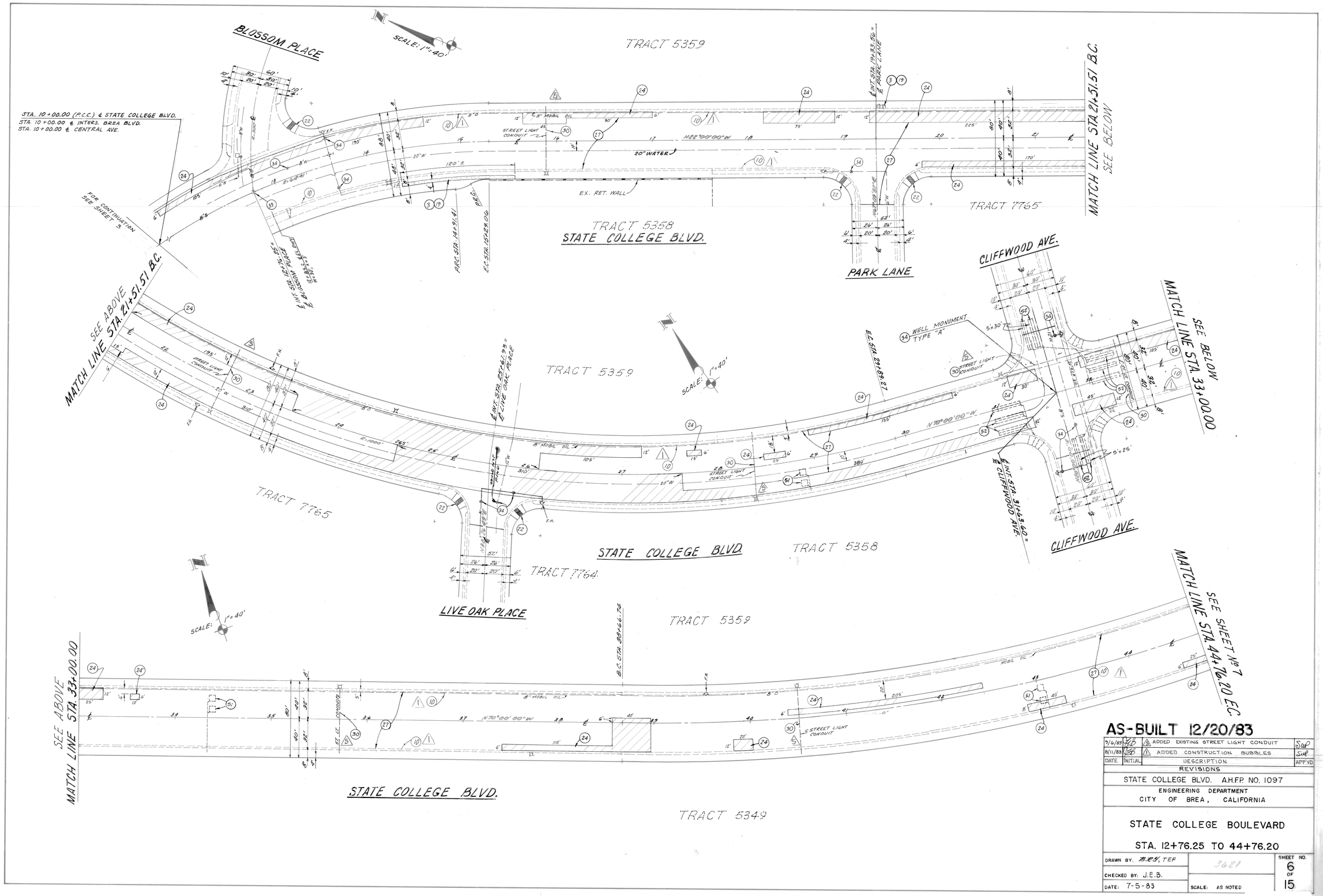
MISC. ALLEYS AND CLIFFWOOD INDUSTRIAL PARK PROJECT

SHEET 23 OF 27

J. N. 6080.10

INFRASTRUCTURE ENGINEERS
Q:\Brea\6080_10-Alley and Industrial St Rehabilitation\CAD\Sheets_V17\C19-WAT-0A01-608010 1/24/2019 4:01:12 PM Peter Jacoy

BID DOCUMENT - FOR BIDDING PURPOSES ONLY



AS-BUILT 12/20/83

DATE	INITIAL	DESCRIPTION	APP'VD
9/6/83		ADDED EXISTING STREET LIGHT CONDUIT	
8/11/83		ADDED CONSTRUCTION BUBBLES	

REVISIONS

STATE COLLEGE BLVD. A.H.F.P. NO. 1097

ENGINEERING DEPARTMENT
CITY OF BREA, CALIFORNIA

STATE COLLEGE BOULEVARD

STA. 12+76.25 TO 44+76.20

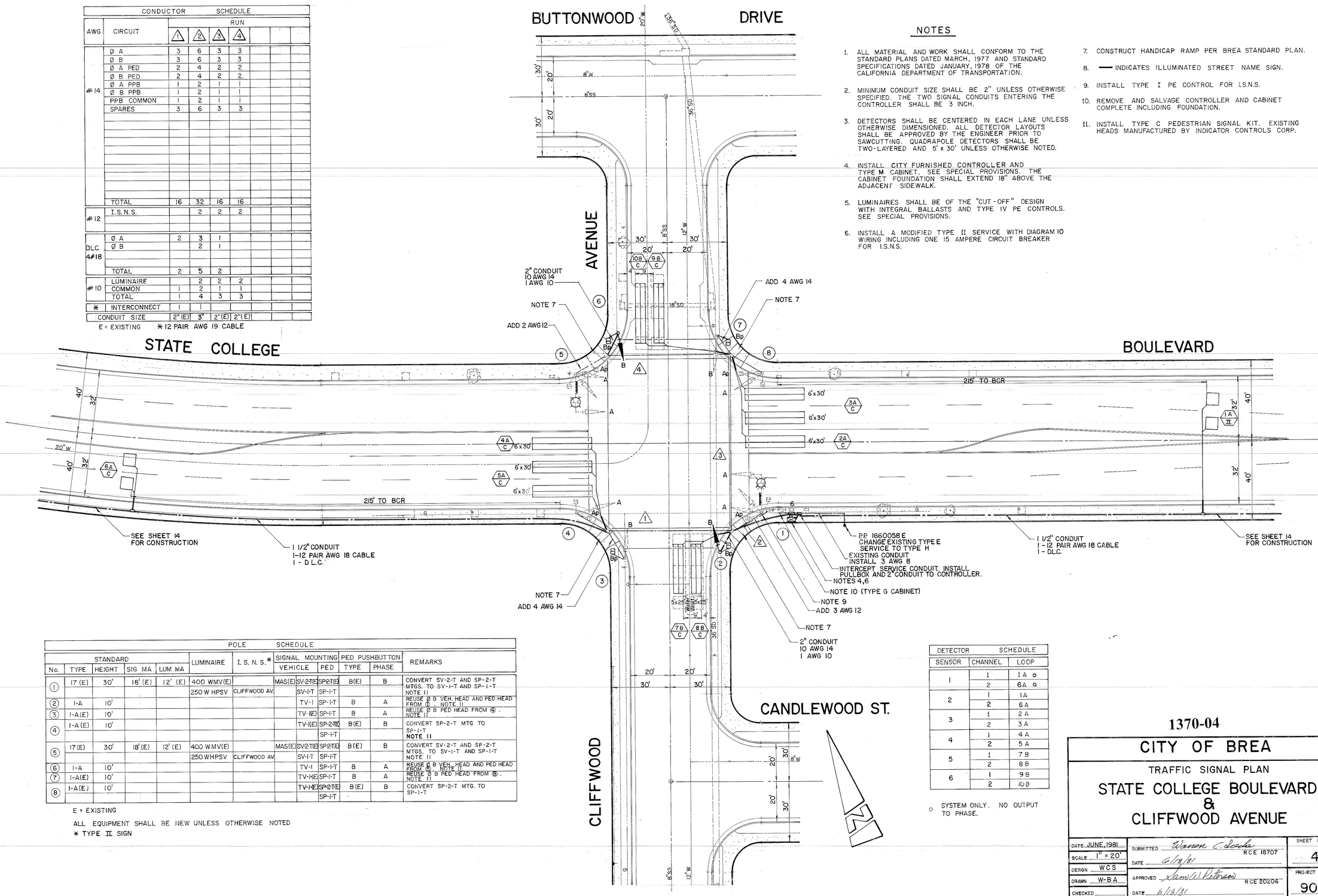
DRAWN BY: B.R.S., TEF
CHECKED BY: J.E.B.
DATE: 7-5-83
3621
SCALE: AS NOTED
SHEET NO. 6 OF 15

88-CW

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

CONDUCTOR SCHEDULE								
AWG	CIRCUIT	RUN 1	2	3	4			
#14	Ø A	3	6	3	3			
	Ø B	3	6	3	3			
	Ø A PED	2	4	2	2			
	Ø B PED	2	4	2	2			
	Ø A PPB	1	2	1	1			
	Ø B PPB	1	2	1	1			
	PPB COMMON	1	2	1	1			
	SPARES	3	6	3	3			
	TOTAL	16	32	16	16			
#12	I.S.N.S.		2	2	2			
DLC. 4#18	Ø A	2	3	1				
	Ø B		2	1				
	TOTAL	2	5	2				
#10	LUMINAIRE		2	2	2			
	COMMON	1	2	1	1			
	TOTAL	1	4	3	3			
*	INTERCONNECT	1	1					
CONDUIT SIZE		2"(E)	3"	2"(E)	2"(E)			

E = EXISTING * 12 PAIR AWG 19 CABLE



NOTES

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE STANDARD PLANS DATED MARCH, 1977 AND STANDARD SPECIFICATIONS DATED JANUARY, 1978 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
2. MINIMUM CONDUIT SIZE SHALL BE 2" UNLESS OTHERWISE SPECIFIED. THE TWO SIGNAL CONDUITS ENTERING THE CONTROLLER SHALL BE 3 INCH.
3. DETECTORS SHALL BE CENTERED IN EACH LANE UNLESS OTHERWISE DIMENSIONED. ALL DETECTOR LAYOUTS SHALL BE APPROVED BY THE ENGINEER PRIOR TO SAWCUTTING. QUADRAPOLE DETECTORS SHALL BE TWO-LAYERED AND 5' x 30' UNLESS OTHERWISE NOTED.
4. INSTALL CITY FURNISHED CONTROLLER AND TYPE M CABINET. SEE SPECIAL PROVISIONS. THE CABINET FOUNDATION SHALL EXTEND 18" ABOVE THE ADJACENT SIDEWALK.
5. LUMINAIRES SHALL BE OF THE "CUT-OFF" DESIGN WITH INTEGRAL BALLASTS AND TYPE IV PE CONTROLS. SEE SPECIAL PROVISIONS.
6. INSTALL A MODIFIED TYPE II SERVICE WITH DIAGRAM 10 WIRING INCLUDING ONE 15 AMPERE CIRCUIT BREAKER FOR I.S.N.S.
7. CONSTRUCT HANDICAP RAMP PER BREA STANDARD PLAN.
8. ▬ INDICATES ILLUMINATED STREET NAME SIGN.
9. INSTALL TYPE I PE CONTROL FOR I.S.N.S.
10. REMOVE AND SALVAGE CONTROLLER AND CABINET COMPLETE INCLUDING FOUNDATION.
11. INSTALL TYPE C PEDESTRIAN SIGNAL KIT. EXISTING HEADS MANUFACTURED BY INDICATOR CONTROLS CORP.

POLE SCHEDULE											
STANDARD					LUMINAIRE	I.S.N.S.*	SIGNAL MOUNTING		PED PUSHBUTTON		REMARKS
No.	TYPE	HEIGHT	SIG MA	LUM MA			VEHICLE	PED	TYPE	PHASE	
1	17 (E)	30'	18' (E)	12' (E)	400 WMV(E)		MAS(E)	SV-2-T(E)	SP-2-T(E)	B(E)	B	CONVERT SV-2-T AND SP-2-T MTGS. TO SV-1-T AND SP-1-T NOTE 11
					250 W HPSV	CLIFFWOOD AV		SV-1-T	SP-1-T		
2	1-A	10'						TV-1	SP-1-T	B	A	REUSE Ø B VEH. HEAD AND PED HEAD FROM 1. NOTE 11
3	1-A(E)	10'						TV-1(E)	SP-1-T	B	A	REUSE Ø B PED HEAD FROM 4. NOTE 11
4	1-A(E)	10'						TV-1(E)	SP-2-T(E)	B(E)	B	CONVERT SP-2-T MTG TO SP-1-T NOTE 11
									SP-1-T		
5	17(E)	30'	18'(E)	12' (E)	400 WMV(E)		MAS(E)	SV-2-T(E)	SP-2-T(E)	B(E)	B	CONVERT SV-2-T AND SP-2-T MTGS. TO SV-1-T AND SP-1-T NOTE 11
					250 WHPSV	CLIFFWOOD AV		SV-1-T	SP-1-T		
6	1-A	10'						TV-1	SP-1-T	B	A	REUSE Ø B VEH. HEAD AND PED HEAD FROM 4. NOTE 11
7	1-A(E)	10'						TV-1(E)	SP-1-T	B	A	REUSE Ø B PED HEAD FROM 8. NOTE 11
8	1-A(E)	10'						TV-1(E)	SP-2-T(E)	B(E)	B	CONVERT SP-2-T MTG. TO SP-1-T
									SP-1-T		

E = EXISTING

ALL EQUIPMENT SHALL BE NEW UNLESS OTHERWISE NOTED

* TYPE II SIGN

DETECTOR SCHEDULE		
SENSOR	CHANNEL	LOOP
1	1	1A o
	2	6A o
2	1	1A
	2	6A
3	1	2A
	2	3A
4	1	4A
	2	5A
5	1	7B
	2	8B
6	1	9B
	2	10B

o SYSTEM ONLY. NO OUTPUT TO PHASE.

1370-04

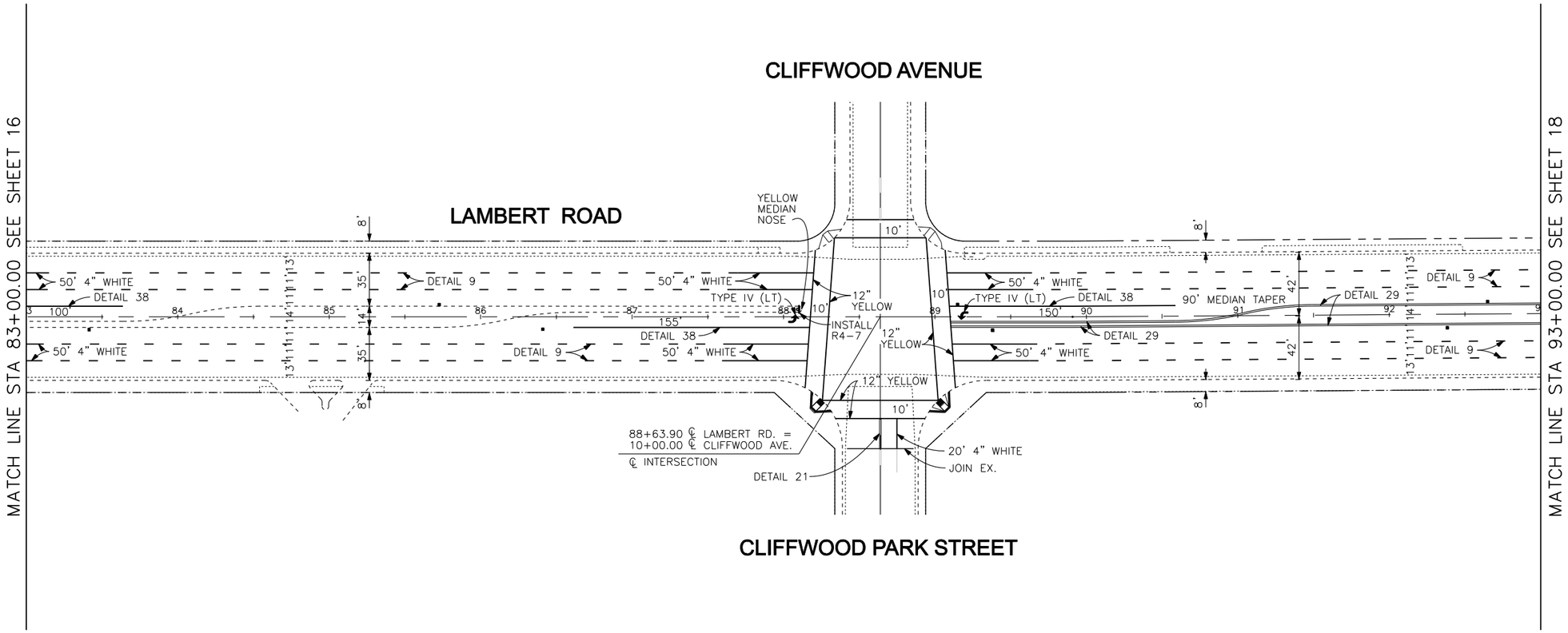
CITY OF BREA

TRAFFIC SIGNAL PLAN

STATE COLLEGE BOULEVARD & CLIFFWOOD AVENUE

DATE JUNE, 1981	SUBMITTED Warren C. Drake RCE 18707	SHEET NUMBER 4
SCALE 1" = 20'	DATE 6/18/81	
DESIGN WCS		
DRAWN W-B A	APPROVED Wm. A. Peterson RCE 20206	PROJECT NUMBER 9020
CHECKED	DATE 6/18/81	

T30



STRIPING NOTES

1. ALL WORK TO CONFORM TO CALTRANS STANDARD PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS.
2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKINGS SHALL MATCH CITY STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
4. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
5. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. ALL DETAILS AND MARKINGS NOTED HEREON SHALL CONFORM WITH CALTRANS STANDARD PLANS NOS. A20A THROUGH A20D AND A24A THROUGH A24E.

RECORD DRAWING

811 Know what's below. Call 811 before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

	INITIALS	DATE
DRAWN BY:	JO	6/13
DESIGNED BY:	BD	6/13
CHECKED BY:	RK	6/13

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-14
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
BREA CALIFORNIA
PUBLIC WORKS DEPARTMENT

STRIPING PLANS

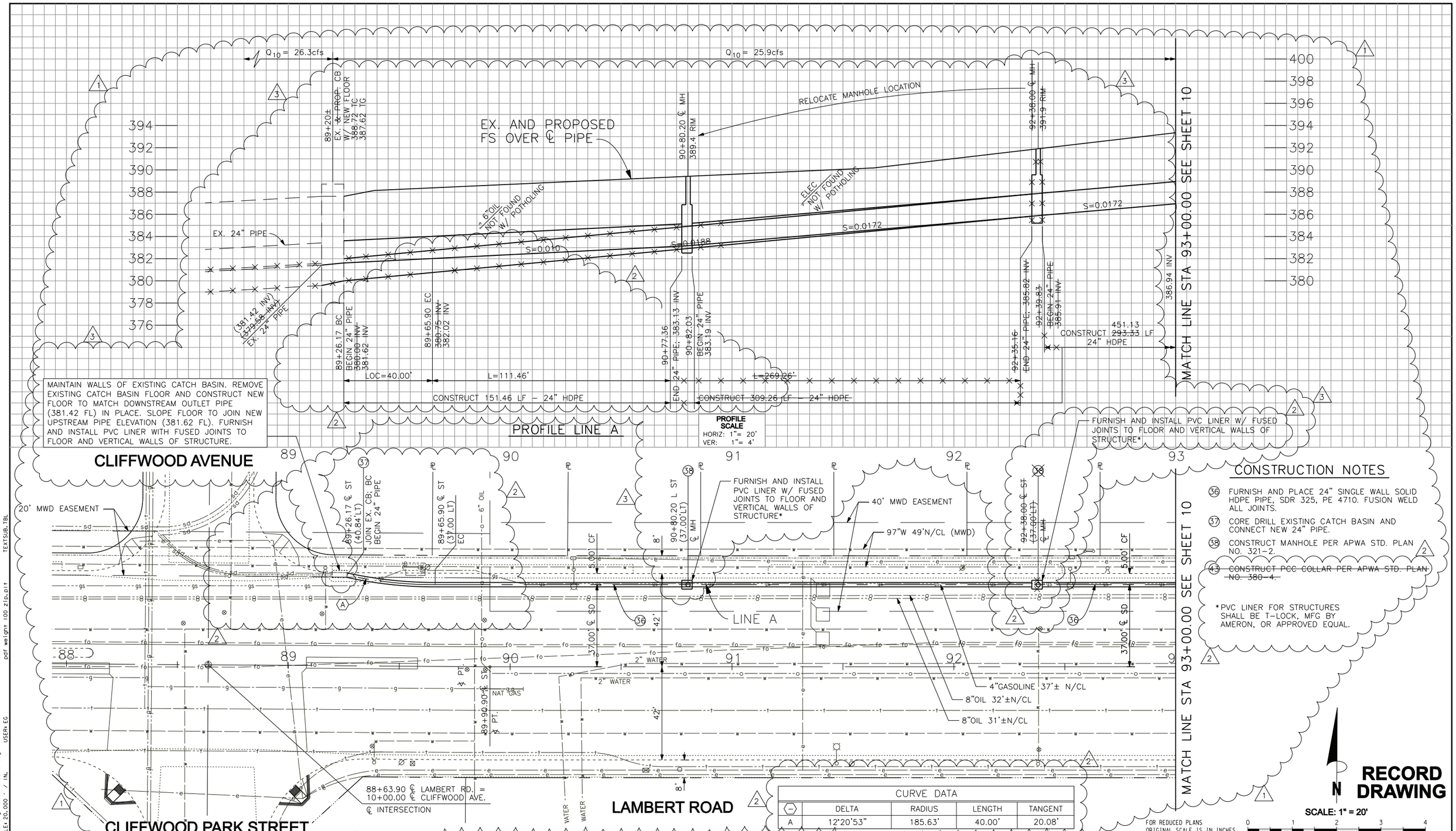
LAMBERT ROAD

STA 83+00 TO STA 93+00

SHEET 17 OF 19

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

I:\12-Brea\005-Lambert Ranch\Design\Sheets\STP 04.dgn USER: EG pdf weight 100 zip.pit TEXTSUB.TBL
6/30/2014 10:50:10 AM SCALE: 40.000 : 1 IN.



CURVE DATA				
	DELTA	RADIUS	LENGTH	TANGENT
A	12°20'53"	185.63'	40.00'	20.08'

Know what's below. Call 811 before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D
1	07/18/13	RK	ADDENDUM #1	
2	10/07/13	RK	REVISE PIPE CURVES; ADD PVC LINER TO STRUCTURES; REMOVE COLLAR; AND REVISE PROFILES	RK
3	12/30/13	RK	REVISE PROFILE AND CB @ 89+20	RK

REV.	DATE	BY	DESCRIPTION	APP'V'D

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

	INITIALS	DATE
DRAWN BY:	JO	6/13
DESIGNED BY:	BD	6/13
CHECKED BY:	RK	6/13

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-14
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
BREA CALIFORNIA
PUBLIC WORKS DEPARTMENT

STORM DRAIN IMPROVEMENT PLANS

LAMBERT ROAD

STA 88+00 TO STA 93+00

SHEET 9 OF 19

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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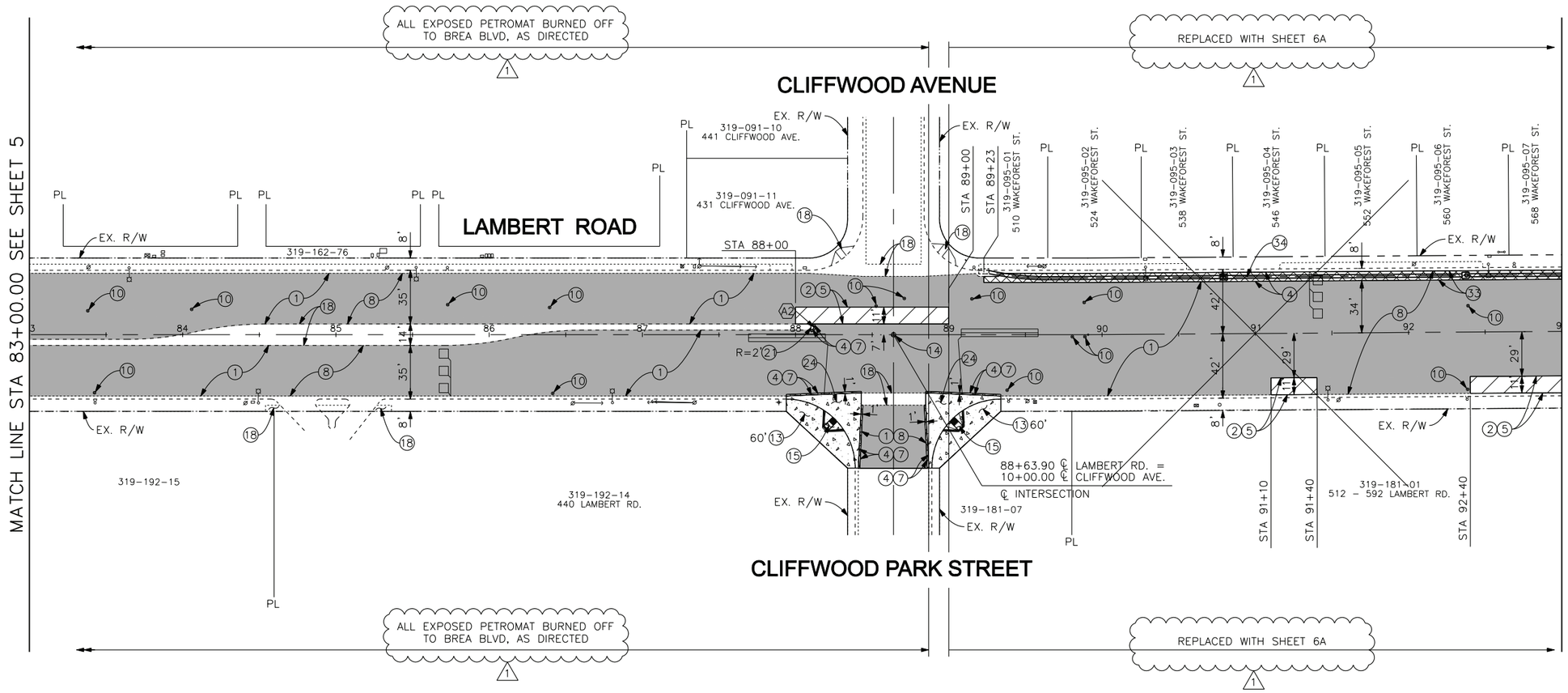

CONSTRUCTION NOTES

1. COLD PLANE EXISTING PAVEMENT TO A DEPTH OF 0.20'.
2. COLD PLANE EXISTING PAVEMENT TO A DEPTH OF 0.35'.
4. SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION TO A DEPTH OF 1.45'.
5. FURNISH AND PLACE 0.15' AC BASE COURSE. LEAVE 0.20' BELOW PROPOSED FINISH SURFACE.
7. FURNISH AND PLACE 1.25' AC BASE COURSE. LEAVE 0.20' BELOW PROPOSED FINISH SURFACE. SCARIFY AND RECOMPACT AREAS OF EXISTING EXPOSED SUBGRADE.
8. FURNISH AND PLACE 0.20' ARHM AC CAP.
10. ADJUST WATER VALVE TO GRADE PER C.O.B. ST.D 309.
13. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT SIDEWALK PER APWA STD. PLAN NO. 112-2 WITH 4" OF SE 30 SAND UNDER SIDEWALK.
14. ADJUST SURVEY MONUMENT TO GRADE PER C.O.B. STD. 701 & 702.
15. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP WITH BLACK TRUNCATED DOME, CASE A, PER CALTRANS STD. PLAN NO. A88A, WITH 4" OF SE 30 SAND UNDER RAMP.
18. PROTECT IN PLACE
21. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT MEDIAN NOSE IMPROVEMENTS WITH TYPE A1 MEDIAN CURB PER APWA STD. PLAN NO. 120-2, AND 6" CMB UNDER CURB (RADIUS PER PLAN). CURB HEIGHT TO MATCH EXISTING MEDIAN CURB. CONSTRUCT MEDIAN CONCRETE TO MATCH EXISTING.
24. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT 8" PCC CROSS GUTTER SPANDREL OVER 6" CMB PER APWA STD. PLAN NO. 122-2.
33. FURNISH AND PLACE 1.25' AC BASE COURSE IN TRENCH SECTION OVER PROPOSED STORM DRAIN. LEAVE 0.20' BELOW PROPOSED FINISH SURFACE.
34. CONSTRUCT DRAINAGE IMPROVEMENTS PER SHEETS 9 THROUGH 13.

LEGEND

- COLD PLANE 0.20' DEPTH
- COLD PLANE 0.35' DEPTH
- COLD PLANE 0.55' DEPTH
- ROADWAY REMOVAL AND RECONSTRUCTION LIMITS
- PROPOSED PCC IMPROVEMENTS

CURVE DATA				
⟨–⟩	DELTA	RADIUS	LENGTH	TANGENT
A1	90°00'00"	2.00'	6.28'	–

N

SCALE: 1" = 40'

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES 0 1 2 3 4

RECORD DRAWING

Know what's below. Call 811 before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D
1	6/30/14	RK	AS-BUILT						

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

	INITIALS	DATE
DRAWN BY:	JO	6/13
DESIGNED BY:	BD	6/13
CHECKED BY:	RK	6/13

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER RICK KREUZER No. 42407 Exp. 3-31-14 CIVIL STATE OF CALIFORNIA

CITY OF BREA
BREA CALIFORNIA
PUBLIC WORKS DEPARTMENT

STREET IMPROVEMENT PLANS

LAMBERT ROAD

STA 83+00 TO STA 93+00

SHEET 6 OF 19

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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6/30/2014 10:48:15 AM SCALE: 40.000 : 1 IN.

POLE SCHEDULE

STANDARD NO.	STANDARD TYPE	STANDARD HEIGHT	STANDARD SIG. M.A.	STANDARD LUM.M.A.	LUMINAIRE	I.S.N.S. LEGEND	SIGNAL MOUNTING VEHICLE	SIGNAL MOUNTING PED.	PED. PUSH BUT. TYPE	PED. PUSH BUT. PHASE	REMARKS
1	15* (E)	30'	–	8'(E)	400W.M.V.(E)	–	–	–	–	–	SALVAGE EXIST. ELECTROLIER
2	19-2-70	30'	30'	15'	250W.H.P.S.V.	Cliffwood	MAS	SV-1-T	SP-1-T	B	B
3	1-A	10'	–	–	–	–	–	TV-1	SP-1-T	B	A
4	17-3-70	30'	15'	10'	250W.H.P.S.V.	Lambert	MAS	SV-1-T	SP-1-T	B	A
5	1-A	10'	–	–	–	–	–	TV-1	SP-1-T	B	B
6	15* (E)	30'	–	8'(E)	250W.M.V.(E)	–	–	–	–	–	SALVAGE EXIST. ELECTROLIER & ADAPTER. MOUNT NEW POLE ON EXISTING TYPE 26 BASE.
	19-2-70	30'	30'	15'	250W.H.P.S.V.	Cliffwood	MAS	SV-1-T	SP-1-T	–	–
7	PPB	4'-6"	–	–	–	–	–	–	–	B	B
8	1-A	10'	–	–	–	–	–	TV-1	SP-1-T	B	A
9	17-3-70	30'	20'	10'	250W.H.P.S.V.	Lambert	MAS	SV-1-T	SP-1-T	B	A
10	1-A	10'	–	–	–	–	–	TV-1	SP-1-T	B	B

* ORNAMENTAL CONCRETE (E)= EXISTING

SIGN SCHEDULE

POLE NO.	MOUNT ON POLE	MOUNT ON MAST ARM	FACING
4	–	R34	S
9	–	R34	N
A	R-18*		S
3	R-18		N

* UNISTRUT POST

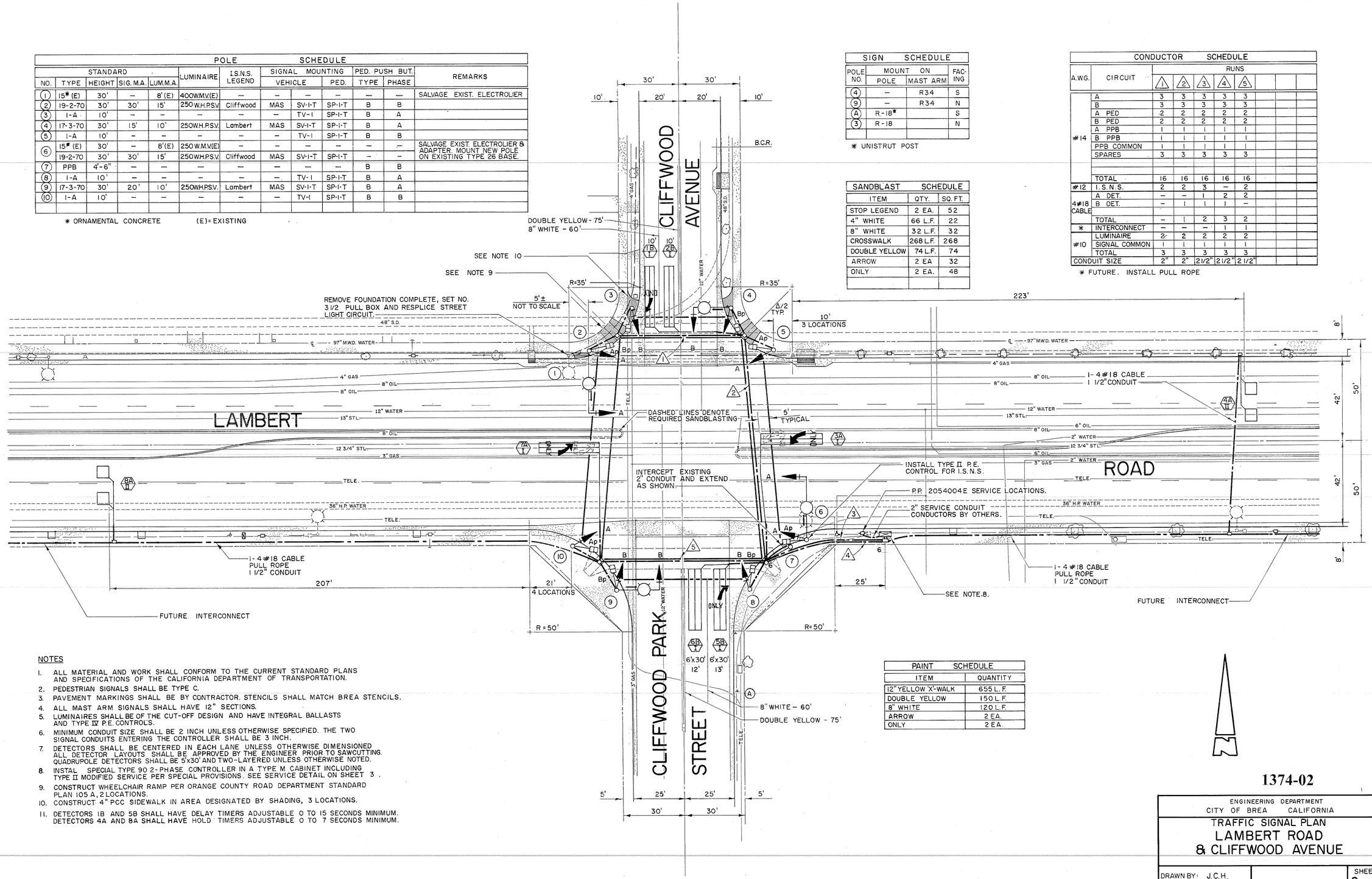
SANDBLAST SCHEDULE

ITEM	QTY.	SQ. FT.
STOP LEGEND	2 EA.	52
4" WHITE	66 L.F.	22
8" WHITE	32 L.F.	32
CROSSWALK	268 L.F.	268
DOUBLE YELLOW	74 L.F.	74
ARROW	2 EA	32
ONLY	2 EA.	48

CONDUCTOR SCHEDULE

A.W.G.	CIRCUIT	RUNS 1	2	3	4	5			
#14	A	3	3	3	3	3			
	B	3	3	3	3	3			
	A PED	2	2	2	2	2			
	B PED	2	2	2	2	2			
	A PPB	1	1	1	1	1			
	B PPB	1	1	1	1	1			
	PPB COMMON	1	1	1	1	1			
	SPARES	3	3	3	3	3			
	TOTAL	16	16	16	16	16			
#12	I.S.N.S.	2	2	3	–	2			
4#18 CABLE	A DET.	–	–	1	2	2			
	B DET.	–	1	1	1	–			
	TOTAL	–	1	2	3	2			
*	INTERCONNECT	–	–	–	1	1			
#10	LUMINAIRE	2	2	2	2	2			
	SIGNAL COMMON	1	1	1	1	1			
	TOTAL	3	3	3	3	3			
CONDUIT SIZE		2"	2"	2 1/2"	2 1/2"	2 1/2"			

* FUTURE. INSTALL PULL ROPE



NOTES

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE CURRENT STANDARD PLANS AND SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.
2. PEDESTRIAN SIGNALS SHALL BE TYPE C.
3. PAVEMENT MARKINGS SHALL BE BY CONTRACTOR. STENCILS SHALL MATCH BREA STENCILS.
4. ALL MAST ARM SIGNALS SHALL HAVE 12" SECTIONS.
5. LUMINAIRES SHALL BE OF THE CUT-OFF DESIGN AND HAVE INTEGRAL BALLASTS AND TYPE IV P.E. CONTROLS.
6. MINIMUM CONDUIT SIZE SHALL BE 2 INCH UNLESS OTHERWISE SPECIFIED. THE TWO SIGNAL CONDUITS ENTERING THE CONTROLLER SHALL BE 3 INCH.
7. DETECTORS SHALL BE CENTERED IN EACH LANE UNLESS OTHERWISE DIMENSIONED ALL DETECTOR LAYOUTS SHALL BE APPROVED BY THE ENGINEER PRIOR TO SAWCUTTING. QUADRUPOLE DETECTORS SHALL BE 5'x30' AND TWO-LAYERED UNLESS OTHERWISE NOTED.
8. INSTAL SPECIAL TYPE 90 2-PHASE CONTROLLER IN A TYPE M CABINET INCLUDING TYPE II MODIFIED SERVICE PER SPECIAL PROVISIONS. SEE SERVICE DETAIL ON SHEET 3 .
9. CONSTRUCT WHEELCHAIR RAMP PER ORANGE COUNTY ROAD DEPARTMENT STANDARD PLAN 105 A, 2 LOCATIONS.
10. CONSTRUCT 4" PCC SIDEWALK IN AREA DESIGNATED BY SHADING, 3 LOCATIONS.
11. DETECTORS 1B AND 5B SHALL HAVE DELAY TIMERS ADJUSTABLE 0 TO 15 SECONDS MINIMUM. DETECTORS 4A AND 8A SHALL HAVE HOLD TIMERS ADJUSTABLE 0 TO 7 SECONDS MINIMUM.

PAINT SCHEDULE

ITEM	QUANTITY
12" YELLOW 'X'-WALK	655 L.F.
DOUBLE YELLOW	150 L.F.
8" WHITE	120 L.F.
ARROW	2 EA.
ONLY	2 EA.

1374-02

ENGINEERING DEPARTMENT
CITY OF BREA CALIFORNIA

TRAFFIC SIGNAL PLAN
LAMBERT ROAD
& CLIFFWOOD AVENUE

PREPARED BY Warren C. Siecke 2/20/78
WARREN C. SIECKE R.C.E. 18707

DRAWN BY: J.C.H.
CHECKED BY: W.C.S.
DATE: FEB., 1978
SCALE: 1" = 20'

SHEET 2 OF 4

T34

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

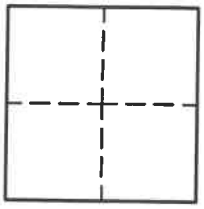
CORNER RECORD

Agency Index _____

Document Number _____

City of BREA **County of** ORANGE **, California**

Brief Legal Description LAMBERT ROAD & CLIFFWOOD AVENUE/CLIFFWOOD PARK STREET



CORNER TYPE

- ☐ Government Corner
- ☐ Meander
- ☐ Rancho
- ■ Control
- ☐ Property
- ☐ Other

Date of Survey 2/7/2020

COORDINATES (Optional)

N. _____ E. _____

Elevation _____

Units Metric ☐ U.S. Survey Foot ■

Horizontal Datum _____

Zone _____ Epoch Date _____

Vertical Datum _____

☐ Complies with Public Resources Code §§8801-8819

☐ Complies with Public Resources Code §§8890-8902

PLS Act Ref:	☐ 8765(d)	■ 8771	☐ 8773	☐ Other:
Corner/ Monument:	■ Left as found ☐ Found and tagged	☐ Established ☐ Reestablished	☐ Rebuilt ☐ Referenced	☐ Pre-Construction ■ Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

■ See sheet #2 for description (s):

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act on 2/10/2020

Signed _____ P.L.S. ~~or R.C.E.~~ No. 5411

LICENSED LAND SURVEYOR LARRY V. CASE No. 5411 STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

This Corner Record was received _____

and examined and filed _____

Signed _____ P.L.S. or R.C.E. No. _____

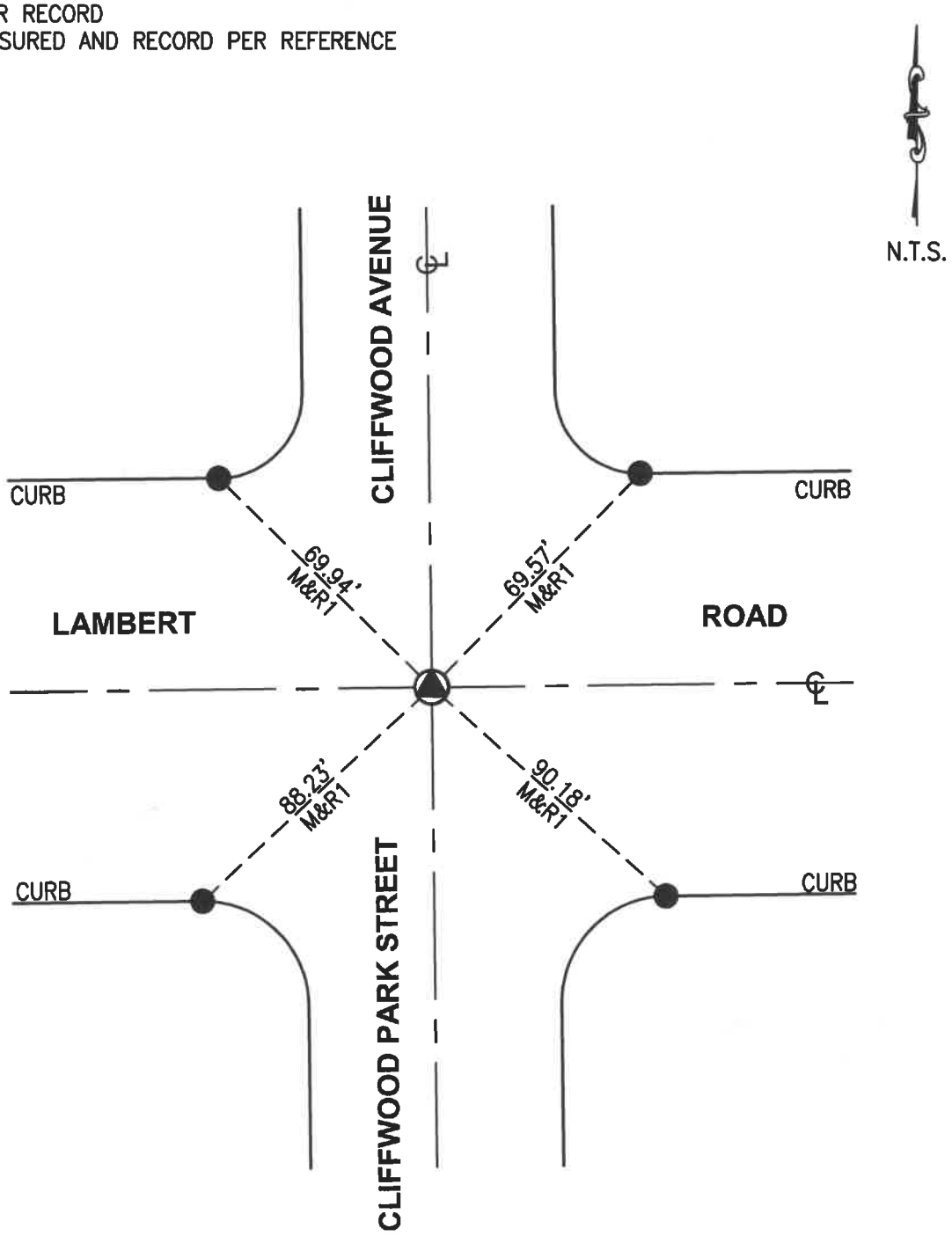
Title _____

County Surveyor's Comment _____

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Document Number _____ Agency Index _____

LEGEND
R1 = CORNER RECORD
M&RX = MEASURED AND RECORD PER REFERENCE



MONUMENT NOTES

▲ FD PUNCHED 2" BRASS DISK DOWN 1.3' IN O.C.S. WELL MON. PER R1, AFTER CONSTRUCTION.

● FD LEAD, TACK & TAG "LS 5411" IN TOP OF CURB PER R1.

THE PURPOSE OF THIS RECORD IS TO DOCUMENT THE PERPETUATION OF FOUND MONUMENT(S) PURSUANT TO THE PLS ACT SECTION 8771. NO CLAIM IS MADE REGARDING THE CORRECTNESS OF THE POSITION(S) OF SAID MONUMENT(S), NOR THE DIMENSIONAL RELATIONSHIP TO STREET CENTERLINES OR PROPERTY BOUNDARIES. 19-SUL-807

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION C

PROPOSAL

For

TRAFFIC SIGNAL MODIFICATION PROJECT
LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A),
STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE

CIP NO. 7717

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within a total of **50 Working Days (Schedule A) and 30 Working Days (Schedule B)**, starting from the date of the first Notice to Proceed until project completion.

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

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

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

Addenda No.	*Date Received*	*Bidder's Signature*
N/A		

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

SECTION C

TRAFFIC SIGNAL MODIFICATIO PROJECT
LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE
CIP NO. 7717

PROJECT BID SCHEDULE

BASE BID (SCHEDULE A)

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	$ 6,853-	$ 6,853-
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	$ 17,189-	$ 17,189-
3	Traffic Signal Modification	1	LS	$96,784-	$ 96,784-
4	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	$16,241-	$ 16,241-

TOTAL BASE BID (SCH. A) AMOUNT (in Figures) $ 137,067-

TOTAL BASE BID (SCH. A) AMOUNT (in Words): One Hundred Thirty Seven Thousand, Sixty Seven Dollars

ADDITIVE BID (SCHEDULE B)

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	$ 9,470-	$ 9,470-
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	$ 22,523	$ 22,523-
3	Traffic Signal Modification	1	LS	$159,009-	$159,009-
4	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	$ 7,871-	$ 7,871-

TOTAL ADDITIVE BID (SCH. B) AMOUNT (in Figures) $ 198,873-

TOTAL ADDITIVE BID (SCH. B) BID AMOUNT (in Words): One Hundred Ninety Eight Thousand, Eight Hundred Seventy Three Dollars

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

TOTAL BASE BID (SCH. A) + ADDITIVE BID (SCH. B) AMOUNT (in Figures) $335,940-

TOTAL BASE BID (SCH. A) + ADDITIVE BID (SCH. B) AMOUNT (in Words): Three Hundred Thirty Five Thousand, Nine Hundred Forty Dollars

1. **The basis of the bid award will be on the lowest responsive and responsible bidders Base Bid Amount. However, the City Council at its discretion may elect to award the Base Bid Schedule A only, Base Bid Schedule A + Additive Bid Schedule B; only Additive Schedule B; or reject all bids.**

2. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders** MR **(Bidders Initials)**

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	*% Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
4	6	CHRISP CO. 43650 OSGOOD RD FREMONT, CA 94539	374600	C	1000000306
		Coester blad@ChrispCo.com			

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, Matthew Edwards, am the
(Print Name)

Vice President of International Line Builders, Inc. dba ILB Electric,
(Position/Title) (Name of Company)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 16 day of May, 2023

International Line Builders, Inc.
dba ILB Electric
Name of Bidder

Signature of Bidder Matthew Edwards - Vice President

3955 Temescal Canyon Road
Corona, CA 92883
Address of Bidder

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title Matthew Edwards - Vice President

Firm International Line Builders, Inc. dba ILB Electric

Date 05/16/2023

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B) , CIP No.7717**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

International Line Builders, Inc.
dba ILB Electric
Contractor

By

Matthew Edwards - Vice President
Title

Date: 05/16/2023

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes ☒ No

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

N/A

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

COMPENSATION INSURANCE CERTIFICATE

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

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

International Line Builders, Inc.
dba ILB Electric
Contractor

By

Matthew Edwards - Vice President
Title

Date: 05/16/2023

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

International Line Builders, Inc. dba ILB Electric
Bidder Name

3955 Temescal Canyon Road
Business Address

Corona, CA 92883
City, State Zip

(951) 682-2982
Telephone Number

Nick.Harman@ilbinc.com
Email Address

782515 A-C10
State Contractor's License No. and Class

1000007032
DIR Registration Number

08/07/2000
Original Date Issued (State Contractor's License)

08/31/2024
Expiration Date

The work site was inspected by Nick Harman of our office on May 9, 2023

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

Matthew Edwards - Vice President

Daniel Haggard - President

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

International Line Builders, Inc. dba ILB Electric
Company Name

Signature of Bidder

Matthew Edwards - Vice President
Printed or Typed Signature

Subscribed and sworn to before me this____day of_____, 20__.

Please See Attached.

NOTARY PUBLIC _____

NOTARY SEAL

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 16 day of May, 2023, by Matthew Edwards, Vice President,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

TIFFANY REINSIMAR
Notary Public - California
Riverside County
Commission # 2358591
My Comm. Expires May 23, 2025

(Seal)

Signature

The Bidder shall list the names, address, telephone numbers, and contract work for a minimum of **three** California public agencies for which the bidder has performed **traffic signal work** within the past **five** years:

1. Name and Address of Public Agency: City of Los Angeles / 1149 S. Broadway Ste 300 Los Angeles, CA 90015

   Name and Telephone No. of Public Agency Project Manager: Robert Tom / (213) 473-7426

$1,328,295.87	Lighting Improvement	08/21/2021
Contract Amount	Type of Work	Date Completed

   Description of Work:
   LA Main Street Lighting Improvement Unit 1

2. Name and Address of Public Agency: City of Norwalk / 12700 Norwalk Blvd, Norwalk CA 90651

   Name and Telephone No. of Public Agency Project Manager: Randy Hillman / (562) 929-5719

$664,484.00	Traffic Signal Improvements	10/01/2021
Contract Amount	Type of Work	Date Completed

   Description of Work:
   Traffic Signal Improvments Studebaker Road Rosecrans Ave to Alondra Blvd

3. Name and Address of Public Agency: City of Downey / 11111 Brookshire Ave, Downey, CA 90241

   Name and Telephone No. of Public Agency Project Manager: Chris Marquardt / (760) 201-3497

$1,306,629.00	Traffic Signal Upgrades	12/01/2021
Contract Amount	Type of Work	Date Completed

   Description of Work:
   Paramount Blvd Traffic Signal Upgrades and Safety Enhancements

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

Responsible Bidder – Supplemental Questionnaire

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

39 Years

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

☐Yes ☒ No

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

N/A		
Case Number	Bankruptcy Court	Date Filed

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

☐Yes ☒ No

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

N/A		
Case Number	Bankruptcy Court	Date Filed

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

☐Yes ☒ No

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

☐Yes ☒ No

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

☐Yes ☒ No

If "yes," explain on a separate page.

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

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

☐Yes ☒ No

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

☐Yes ☒ No

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

☐Yes ☒ No

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

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

☐Yes ☒ No

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

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

_%

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

☐Yes ☒ No

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

☒Yes ☐ No

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

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

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

☐Yes ☒ No

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

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

☐Yes ☒ No

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

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

☐Yes ☒ No

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

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

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

International Line Builders, Inc.

Citation Summary — Past 5 years

Inspection Date:	Type:	Number of Violations:	Type of Citations:	Description of Violations:	Result of Inspection:	Fine Amount:	Nr State Inpsection:
11/13/17	**Accident**	**1**	**Serious**	**(see below)**	**under appeal**	**$18,000**	**1278237.015**

State: CA

Cal/OSHA, Title 8, Section 3330(a)

(a) Special handtools for placing and removing material shall be such as to permit easy handling of material without the operator placing a hand in the danger zone. Such tools shall not be in lieu of other guarding required by these orders, but can only be used to supplement protection provided.

Two trench boxes, one on top of the other, secured by a bolt and nut through a sleeve. Top box being supported, ready to lift off lower box. As the employee reached to loosen the nut on the bottom of the sleeve, the lower box shifted downward as slurry settled. This action crushed the employee's finger between the nut and sleeve. The employer created a specialized tool post-incident. No tool existed from manufacturer or trench box provider prior to the incident. The incident took place on 8/30/17. The Cal/OSHA investigation began 11/13/17. This incident is still under appeal.

This citation was vacated in its entirety. We won the case against OSHA. No citations received.
Case status: Closed

Inspection Date:	Type:	Number of Violations:	Type of Citations:	Description of Violations:	Result of Inspection:	Fine Amount:	Nr Inpsection:
10/11/18	**Planned**	**2**	**Other**	**(see below)**	**Abated**	**$0.00**	**1353266.015**

State: WA

WAC 296-155-53306 Rigging Qualifications. (1)

(1) The rigger must meet the qualification requirements prior to performing hoisting for assembly and disassembly work.

Employee failed to produce a valid, up to date rigging and signaling training certification. Abated: Employees received rigging and signaling training.

Case status: Closed

WAC 296-155-53401 Duties of assigned personnel. (5)

(5) The site supervisor's duties.

The crew failed to identify the lift director on the electronic Daily Tailboard. Abated: lift director is identified on Daily Tail Board, and Employees received rigging and signaling training.

Inspection Date:	Type:	Number of Violations:	Type of Citations:	Description of Violations:	Result of Inspection:	Fine Amount:	Nr Inpsection:
12/18/19	**Accident**	**2**	**Serious**	**296-45-52525(1) 296-45-345(3)**	**Under appeal**	**$8,400**	**1454202.015**

State: WA

At 2:30 p.m. on December 17, 2019, Employee #1, employed by a power transmission line construction company, was working on power lines that spanned a river. A conductor failed, causing the employee and the equipment he was working from to fall into the river. The employee was rescued and transported to the hospital, where he died.

Case status: Open, Contested.

Inspection Date:	Type:	Number of Violations:	Type of Citations:	Description of Violations:	Result of Inspection:	Fine Amount:	Nr Inpsection:
07/20/20	**Other**	**3**	**Other Serious**	**342(A) 3203(A)(4) 2941(D)**	**Under appeal**	**$24,000**	**1484149.015**

State: CA

Pole structure collapse.
Case status: Open, Contested.

Inspection Date:	Type:	Number of Violations:	Type of Citations:	Description of Violations:	Result of Inspection:	Fine Amount:	Nr Inpsection:
04/28/21	**Referral**	**none**	**none**	**none**	**Notice in lieu of citation**	**$0.00**	**1528184.015**

State: CA

Heat Illness.
This was settled as a notice in lieu of a citation.
Case status: Closed

Inspection Date:	Type:	Number of Violations:	Type of Citations:	Description of Violations:	Result of Inspection:	Fine Amount:	Nr Inpsection:
11/22/21	**Planned**	**2**	**Serious**	296-45-345(3) 296-45-325(4)	Formal Settlement	**$14,000**	**1578413.015**

State: WA

Case status: Closed

Certified by

Date 03/28/2023

Justin Greene

Justin Greene
Regional Safety Director
International Line Builders, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

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

In no case shall the liability of the surety hereunder exceed the sum of $ Ten Percent of Amount Bid (10%). THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Traffic Signal Modification Lambert Rd at Cliffwood Ave

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on May 16, 2023.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16 day of May, 2023.

Liberty Mutual Insurance Company
Surety Heather R. Goedtel
Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

International Line Builders, Inc. DBA ILB Electric
Principal

By: Matthew Edwards - Vice President

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

BID BOND
ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of ~~California~~ Minnesota)
County of Hennepin)
)

On May 11, 2023 before me, Nicole Catherine Langer, Notary Public
(insert name and title of the officer)

personally appeared Heather R. Goedtel, Attorney-in-Fact

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

NICOLE CATHERINE LANGER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

BID DOCUMENT - FOR BIDDING PURPOSES ONLY

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On May 16, 2023 before me, Tiffany Reinsimar, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

TIFFANY REINSIMAR
Notary Public - California
Riverside County
Commission # 2358591
My Comm. Expires May 23, 2025

Signature _____ **(Seal)**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209635-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hecker; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2023.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION D

CONSTRUCTION AGREEMENT

TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO.7717

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and International Line Builders, Inc. dba ILB Electric a CA Corporation ("Contractor"). Contractor's CSLB license number is 782515 A-C10. Contractor's DIR registration number is 1000007032.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO. 7717** ("Project").

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

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

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

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE AND BALSA AVENUE (SCHEDULE B), CIP NO. 7717** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **$ 335,940.00 (Total Base Bid (Schedule A) + Additive Bid (Schedule B))**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with

City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

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

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

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

4. <u>INCORPORATED DOCUMENTS</u>: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2015 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **50** working days from the date of the Notice to Proceed for Schedule A work and **30** working days from the date of the Notice to Proceed for Schedule B work ("Completion Date").

B. Liquidated damages will be assessed in the amount of **$1,700.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

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

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

7. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the

amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter."

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

8. <u>LABOR CODE COMPLIANCE</u>:

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred

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

9. UNRESOLVED DISPUTES:

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

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

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

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

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

13. TRENCHING AND EXCAVATIONS:

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

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

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

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating

firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

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

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

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

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

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

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

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

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

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

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

To Contractor:
Mathew Edwards – Vice President
International Line Builders, Inc. dba ILB Electric
3955 Temescal Canyon Road
Corona, CA 92883

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

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

22. INCORPORATION OF MANDATORY LANGUAGE: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

INTERNATIONAL LINE BUILDERS, INC. DBA ILB ELECTRIC

☐ Chairperson ☐ President ☒ Vice President

☐ Secretary ☒ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

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

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On July 07, 2023 before me, Holly A. Maggio, Notary Public
(insert name and title of the officer)

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

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

HOLLY A MAGGIO
Notary Public - California
San Bernardino County
Commission # 2309661
My Comm. Expires Oct 20, 2023

WITNESS my hand and official seal.

Signature Holly A. Maggio (Seal)

ACKNOWLEDGMENT

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

State of Oregon
County of Washington)

On July 05, 2023 before me, Hannah Thompson
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

OFFICIAL STAMP
HANNAH THOMPSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 989897
MY COMMISSION EXPIRES JULY 31, 2023

Signature Hannah Thompson (Seal)

Bond No. 190053156/107829967

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to International Line Builders, Inc. dba ILB Electric a California Corporation ("Principal") a contract (the "Contract") for the Work described as follows:

TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO. 7717 ("Project")- ("Project").

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 &
Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 ,
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **Three Hundred and Thirty-Five Thousand, Nine Hundred and Forty dollars and zero cents ($335,940.00)**, this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 30, 2023

"Principal"

International Line Builders, Inc. DBA ILB Electric

Matthew Edwards

By: _____

Its vice president of operations

By: Allison Gilbert, Witness

Its

(Seal)

"Surety"

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America

By: _____

Its Heather R. Goedtel, Attorney-in-Fact

By: Kelly Enghauser

Its Kelly Enghauser, Witness

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On June 30, 2023 before me, Tiffany Reinsimar, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

TIFFANY REINSIMAR
Notary Public - California
Riverside County
Commission # 2358591
My Comm. Expires May 23, 2025

Signature _____ **(Seal)**

Bond No. 190053156/107829967

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to International Line Builders, Inc. dba ILB Electric a California Corporation ("Principal") a contract (the "Contract") for the Work described as follows:

TRAFFIC SIGNAL MODIFICATION PROJECT, LAMBERT ROAD AT CLIFFWOOD AVENUE-CLIFFWOOD PARK STREET (SCHEDULE A), STATE COLLEGE BOULEVARD AT CLIFFWOOD AVENUE & BALSA AVENUE (SCHEDULE B), CIP NO. 7717 ("Project")

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 & Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **Three Hundred and Thirty-Five Thousand, Nine Hundred and Forty dollars and zero cents ($335,940.00),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the

principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 30, 2023

"Principal"

International Line Builders, Inc. DBA ILB Electric

Matthew Edwards

By: _____
Its vice President of operations

By: Allison Gilberty Witness
Its

(Seal)

"Surety"

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America

By: _____
Its Heather R. Goedtel, Attorney-in-Fact

By: Kelly Enghauser
Its Kelly Enghauser, Witness

(Seal)

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On June 30, 2023 before me, Tiffany Reinsimar, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

TIFFANY REINSIMAR
Notary Public - California
Riverside County
Commission # 2358591
My Comm. Expires May 23, 2025

ACKNOWLEDGMENT

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

State of ~~California~~ Minnesota
County of Hennepin)

On June 30, 2023 before me, Blake S. Bohlig, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BLAKE S. BOHLIG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2026

Signature Blake S Bohlig (Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209635-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hecker; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2023.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HEATHER R GOEDTEL** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **June**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Award Contract to Sol Construction, Inc. in the amount of $779,353.00 for the Berry Street Reservoir Ring Road Rehabilitation, CIP No. 7965

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bid;
3. Award Contract to the lowest responsive and responsible bidder, Sol Construction, Inc. in the amount of $779,353.00; and,
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

Berry Street Reservoir Ring Road Rehabilitation, CIP 7965 (“Project”) was programmed within the FY 2021-22 Capital Improvement Program (“CIP”). The Project is located at the Berry Street Public Works Department 30-million-gallon reservoir at 545 N. Berry Street in Brea (Attachment A). The initial design was completed in the spring of 2022, which included various pavement rehabilitation improvements to the ring road. However, after an additional geotechnical investigation was completed to assess the stability of the dam portion of the road, it was determined that a more extensive slope stabilization design was warranted. Therefore, the design was enhanced pursuant to the geotechnical report recommendations, which included improvements such as, clearing and grubbing, slope grading, slope excavation, concrete slope paving, excavation and removing existing asphalt concrete (AC) pavement sections, milling, furnishing and placement of aggregate base and AC pavement, and all other requirements and incidentals to complete the road and slope work adjacent to the 30-million-gallon reservoir.

On March 31, 2023, the Final Plans and Specifications (“Bid Documents”) were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper prior to bid opening. A hard copy of the Bid Documents is available at the City Clerk’s office for review (Attachment B). There were no addenda issued during the bid period. Therefore, staff recommends City Council approve the Plans and Specifications as bid.

On April 18, 2023, the Public Works Department held a mandatory pre-bid meeting at the Project site. Six (6) potential bidders attended the meeting.

On May 2, 2023, staff received one (1) bid proposal out of the six (6) potential bidders. Soon thereafter, staff tabulated the bid proposal and determined that the apparent low bid amount was

$779,353.00 from Sol Construction, Inc. ("Sol") from Riverside, CA (Attachment C). The Engineer's Estimate was $790,000. Staff evaluated the bid proposal and determined that the bid unit prices from Sol's proposal were considered reasonable as compared to the Engineer's Estimate.

Sol has been in the construction business for 17 years and has completed construction of similar slope paving, reservoir protection, and excavation improvement projects for the County of Orange. Their California Contractor's license is 812330 – A (General Engineering), and Department of Industrial Relations registration number is 1000012204; both have been verified by staff, and their bid package meets the City's proposal requirements. In addition, staff contacted Orange County Public Works, where the contractor received a favorable review. Furthermore, based on the aforementioned bid review, staff has determined Sol's bid as responsive and that they are a responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to Sol as the apparent lowest responsive and responsible bidder, in the amount of $779,353.00 (Attachment D).

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their July 11, 2023, meeting and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The approved FY 2023-24 CIP Project budget for Construction and Construction Engineering is $941,000. The total cost for Construction and Construction Engineering is $931,000.30, which includes the apparent low bid amount ($779,353.00), a 10% contingency ($77,935.30), and Construction Engineering costs ($73,712.00). The sources of funds within the approved budget are from the Water Fund (Fund 420). Therefore, there are sufficient funds to complete the Project construction. Upon completion of the Project, the remaining fund balance will be de-obligated and transferred back into the Water Fund (Fund 420). There is no fiscal impact to the General Fund from this Project. See budget table below:

DESCRIPTION	AMOUNT
Construction (Sol Contract)	$779,353.00
Construction Contingency (10%)	$77,935.30
Construction Engineering	$73,712.00
Total Construction Cost	**$931,000.30**
Approved FY 2023-24 Budget	**$941,000.00**

The Project will regrade and complete slope stabilization improvements along the reservoir dam and rehabilitate the ring road AC pavement along the perimeter of the 30-million-gallon reservoir. If City Council approves staff recommendations, the Project is anticipated to start construction in August 2023 and be completed by November 2023.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Ryan Chapman, P.E., Assistant City Engineer
Concurrence: Michael Ho, P.E., Public Works Director/City Engineer

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Attachments

Attachment A - Location Map

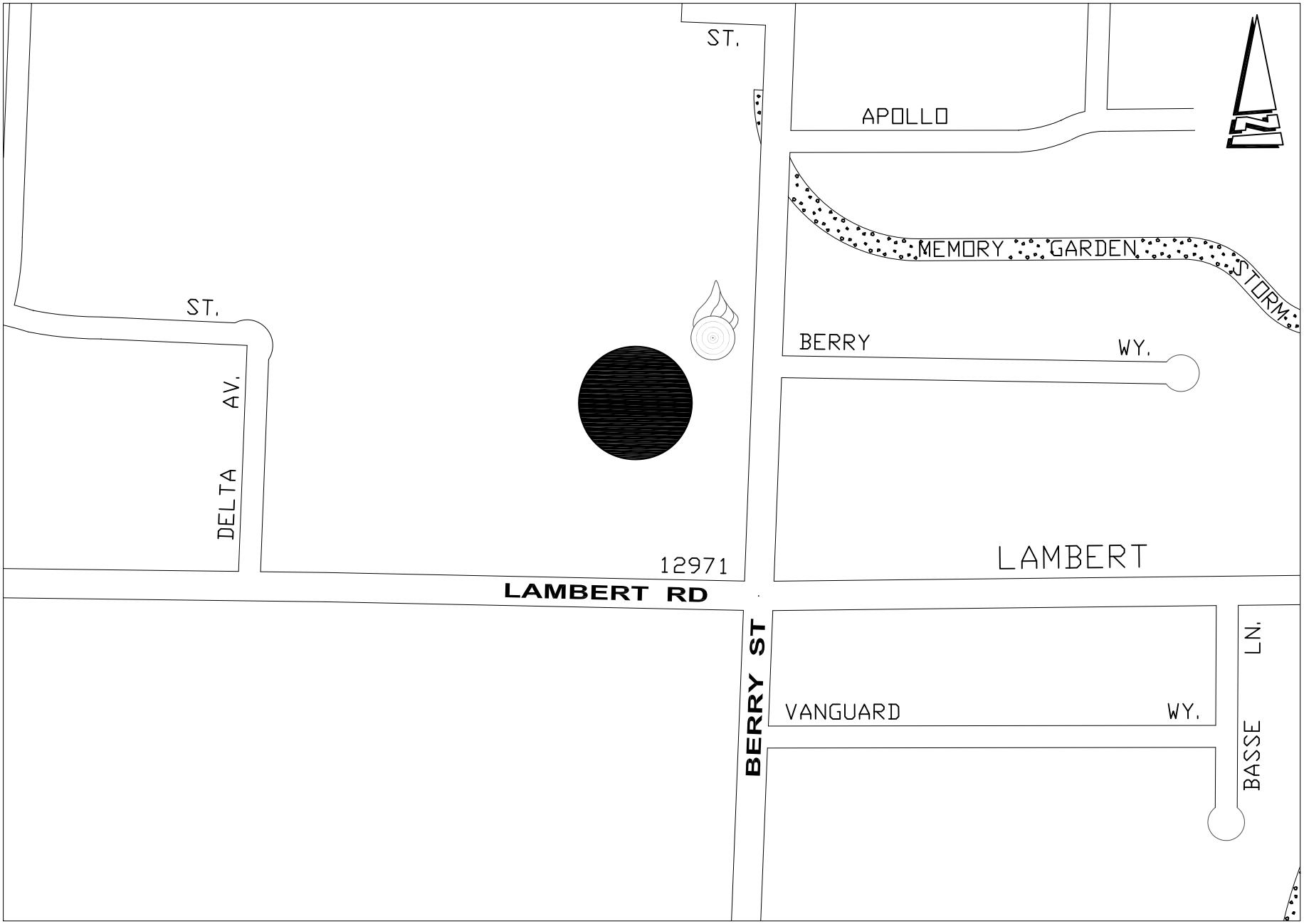
Attachment B - Bid Documents

Attachment C - Bid Proposal

Attachment D - Construction Contract Agreement

PROJECT 7965

WATER IMPROVEMENTS -
REHABILITATE RING ROAD AT BERRY STREET RESERVOIR



VICINITY MAP

NOT TO SCALE

CONSTRUCTION PLANS

FOR

BERRY STREET RESERVOIR RING ROAD

REHABILITATION

CIP NO. 7965

IN THE

CITY OF BREA, CALIFORNIA

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

THE CONTRACTOR AND ALL SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND ALL SUBCONTRACTOR'S COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE CIVIL ENGINEER.

PROJECT CONTACTS

SERVICES / COMPANY	CONTRACT PERSON	EMERGENCY TELEPHONE NO.
TIME WARNER COMMUNICATION	DAVE GATE	(714) 903-8380 OR 903-8260
AT&T-TCA	MARIA GUZMAN	(714) 666-5467
SOUTHER CALIFORNIA GAS CO.	STEVE ALCALA	(714) 634-3185
SOUTHERN CALIFORNIA EDISON	VICTOR PEDROZA	(714) 870-3228
VERIZON TELEPHONE	TOM MONAHAN	(562) 903-7939
CALIF. DOMESTIC MUN. WATER CO.	CHE VENEGA	(562) 947-3811
GOLDEN STATE WATER CO.	STAN YARBROUGH	(714) 535-8010 EXT. 320
OC METROPOLITAN WATER DIST.	KIERAN CALLANAN	(213) 217-7474
CHEVRON OIL	MIKE ROBERTS	(714) 228-1530
SHELL PIPELINE., LP	DAVID FELGER	(310) 816-2063
EXXON-MOBIL PIPELINE CO.	TERI SHINDE	(310) 212-1794
CONOCO PHILLIPS	LEO MARTINEZ	(805) 226-2656
CENTURYLINK - LEVEL 3	CALEB KING	(918) 547-0007
CRIMSON PIPELINE, LP	APRIL C. HARVEY	(562) 285-4112
PLAINS ALL AMERICAN PIPELINE	MICHAEL EIDMAN	(562) 728-2394
CITY ENGINEER		(714) 990-7667
BREA MAINTENANCE DEPT.		(714) 990-7691
BREA POLICE DEPT.		(714) 990-7625
BREA FIRE DEPT. - ADMINISTRATION		(714) 990-7655
BREA-OLINDA UNIFIED SCHOOL DIST.		(714) 990-7800
BREA DISPOSAL		(714) 238-3300
BREA POST OFFICE		(714) 529-2163

SURVEY NOTES

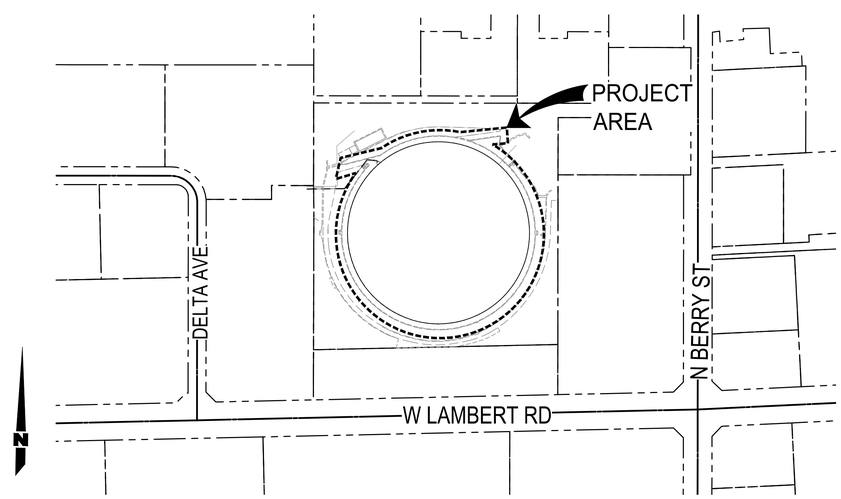
BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83 EPOCH 2017.50 AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER.

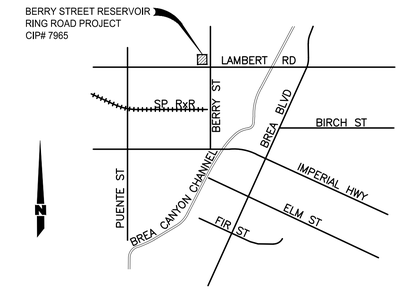
BENCHMARK

FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "2C-117-05", SET IN THE SOUTHEASTERLY CORNER OF A 29.0 FT. BY 6.0 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTHWESTERLY CORNER OF THE INTERSECTION OF CENTRAL AVENUE AND BERRY STREET, 85 FT. NORTH OF THE CENTERLINE OF CENTRAL AND 42 FT. WEST OF THE CENTERLINE OF BERRY. MONUMENT IS SET LEVEL WITH THE SIDEWALK

ELEV = 427.814 NAVD 1988



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

ENGINEER'S NOTES TO CONTRACTOR

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BREA STANDARD PLANS, CALTRANS STANDARD PLANS, SPPWC STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AS SPECIFIED.
2. THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
3. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
4. ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
6. AT ALL TIMES, GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND EFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT WITH STRAIGHT LINES AT THE LINE OF REMOVAL.
9. ALL WORK IN THE PUBLIC RIGHT-OF-WAY, ONCE BEGUN, MUST BE DILIGENTLY PURSUED UNTIL COMPLETION AS SOON AS POSSIBLE.

UNAUTHORIZED CHANGES AND USES:

THE CIVIL ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND CITY OF BREA.

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES AND LEGEND
3	RING ROAD AND SLOPE IMPROVEMENTS
4	RING ROAD AND SLOPE SECTIONS
5	CONSTRUCTION DETAILS

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

BERRY STREET RESERVOIR RING ROAD REHABILITATION

CIP 7965

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED UNDER THE SUPERVISION OF:

R.A. Kreuzer 2/23/23

RICK KREUZER, PE — DATE
R.C.E. NO. 42407

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

CITY REVIEW BLOCK

	REVIEWED BY	DATE
ENGINEERING		
TRAFFIC ENGINEERING		
MAINTENANCE - STREET		
MAINTENANCE - WATER		
MAINTENANCE - PARKS		

APPROVED BY:

MICHAEL S. HO, CITY ENGINEER — DATE
R.C.E. NO.: 70299

CITY OF BREA
PUBLIC WORKS DEPARTMENT

BERRY STREET RESERVOIR RING ROAD REHABILITATION

TITLE SHEET

SHEET 1 OF 5

BID DOCUMENT-PLANS FOR BIDDING PURPOSES ONLY

3/30/2023 3:11:14 PM – L:\112-BREA\021-BERRY RESERVOIR RING ROAD\DESIGN\SHEETS\01- TITLE RING.DWG – ROBBIE KREUZER

GENERAL NOTES

1. WORK NOT DONE IN THE PRESENCE OF THE CITY INSPECTOR IS SUBJECT TO REJECTION.
2. WORK, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY.
3. ANY WALLS, FENCE, STRUCTURE AND/OR APPURTENANCE ADJACENT TO THIS PROJECT SHALL BE PROTECTED IN PLACE. IF THE CONTRACTORS ACTIVITIES DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY.
4. ALL DAMAGED AND/OR REMOVED DRIVEWAY APPROACH, P.C.C SIDEWALK OR CURB AND GUTTER SHALL BE RECONSTRUCTED ACCORDING TO THE CITY OF BREA STANDARD DRAWINGS (UNLESS NOTED OTHERWISE).
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
6. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING BUT NOT LIMITED TO STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP'S, ETC.
7. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED IN WRITING BY THE CITY ENGINEER. SHOULD THE CONTRACTOR REQUEST TO LEAVE THE TRENCHES OPEN A PLAN FOR PROTECTING THE TRENCH AND THE PUBLIC SHALL BE SUBMITTED TO THE CITY ENGINEER IN WRITING FOR APPROVAL BEFORE BEING IMPLEMENTED.
8. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A) AS REQUIRED PRIOR TO THE START OF THE WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY, THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
9. ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE PRIOR TO BEGINNING OF EXCAVATION, TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
10. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 5:00 PM AND 7:00 AM ON ANY WEEK DAY AND NOT ON SATURDAY, OR SUNDAY, OR HOLIDAYS AT ANY TIME EXCEPT AS APPROVED IN WRITING BY THE CITY ENGINEER.
11. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY/ SUBSTRUCTURE CROSSINGS AND WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS BEFORE CONSTRUCTING ANY WATER ON SEWER LINES. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING UTILITIES/ SUBSTRUCTURES ON THESE PLANS AND THOSE FOUND DURING CONSTRUCTION.
12. THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND MATERIAL SHALL BE DISPOSED OF UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE.
14. THE CONTRACTOR SHALL ADJUST MANHOLES AND VALVE COVERS TO FINISHED GRADE. THE CONTRACTOR SHALL ADJUST, TIGHTEN AND/OR REPAIR MANHOLES, LIDS AND COVERS AT CONTRACTOR'S OWN EXPENSE. SHOULD NEW VALVES OR COVERS BE NEEDED THEY SHALL BE INCLUDED IN THE COST TO COMPLETE SAID WORK.
15. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
16. THE CITY SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDER".
17. THERE SHALL BE A MINIMUM OF 1 CERTIFIED EMPLOYEE ON SITE AT ALL TIMES OF CONSTRUCTION WITH RED CROSS FIRST AID TRAINING INCLUDING CPR TRAINING FOR THIS PROJECT. ALL EMPLOYEES ON THE PROJECT ARE TO HAVE CERTIFIED TRAINING FOR CONFINED SPACE WORK IN VICINITY OF SEWER. COPIES OF THE EMPLOYEE CERTIFICATES SHALL BE PROVIDED TO THE CITY ENGINEER. ALL EQUIPMENT NEEDED TO ENTER CONFINED SPACE/SEWER MANHOLES SHALL BE STORED ON THE PROJECT SITE AND USED FOR ANY AND ALL SUCH INSTANCES.
18. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
19. THE CONTRACTOR SHALL POTHOLE IN ADVANCE OF OPENING A TRENCH TO VERIFY LOCATIONS OF UTILITY/ SUBSTRUCTURES AT NO EXTRA COST TO THE CITY. ALL POTENTIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
20. ABANDONMENT AND/OR REMOVAL OF CONDUITS AND STRUCTURES SHALL BE PER SECTION 306-5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

NPDES NOTES:

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS OR NATURAL DRAINAGE COURSES.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC RIGHT-OF-WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION BY RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. ACCIDENTAL DEPOSITIONS MIST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY THE RAIN.
7. THE CONSTRUCTION WORK WITHIN CALTRANS RIGHT-OF-WAY MUST COMPLY WITH CONSTRUCTION SITE BEST MANAGEMENT PRACTICE (BMP'S) AS PER CALTRANS PROJECT PLANNING AND DESIGN GUIDE (PPDG), LATEST EDITION INCLUDING ADDENDUMS.
8. WORKS RELATED TO DRAINAGE SYSTEM, WATER POLLUTION CONTROL AND EROSION CONTROL WITHIN THE STATE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST CALTRANS STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS. THE TEMPORARY DRAINAGE INLET PROTECTION SHALL COMPLY WITH THE CALTRANS STANDARD SPECIAL PROVISIONS, SSP 130620.
9. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR).

   NS-2 DEWATERING OPERATIONS
   NS-3 PAVING & GRINDING OPERATIONS
   WM-1 MATERIAL DELIVERY AND STORAGE
   WM-2 MATERIAL USE
   WM-4 SPILL PREVENTION AND CONTROL
   WM-5 SOLID WASTE MANAGEMENT
   WM-8 CONCRETE WASTE MANAGEMENT
   SC-21 VEHICLE AND EQUIPMENT CLEANING
   SC-20 VEHICLE AND EQUIPMENT FUELING
   SC-22 VEHICLE AND EQUIPMENT REPAIRS
   EC-2 PRESERVATION OF EXISTING VEGETATION
   WE-1 WIND EROSION CONTROL
   SE-8 SAND BAG BARRIER
   SE-10 STORM DRAIN INLET PROTECTION
   WM-9 SANITARY / SEPTIC WASTE MANAGEMENT

10. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTIONS INCLUDE BUT ARE NOT; SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSABLE, OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.

GENERAL NOTES FOR STREET IMPROVEMENTS

1. ALL APPLICABLE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
2. THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", LATEST EDITION INCLUDING SUPPLEMENTS THERETO, IS HEREBY MADE A PART OF THIS PLAN.
3. PAVEMENT SHALL CONSIST OF A MINIMUM OF 4" (INCHES) ASPHALT CONCRETE ON 6" (INCHES) AGGREGATE BASE OR CRUSHED MISCELLANEOUS BASE. 4" ASPHALT CONCRETE PAVING SHALL CONSIST OF 2" WEARING COURSE III-C3-PG-64-10 OVER 2" BASE COURSE III-B2-PG-64-10.
4. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN ON PLANS AND/ OR HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
5. ALL CONCRETE SHALL BE CLASS 560-C-3250 (6 SACK MIX) AND SHALL BE CURED WITH TYPE-1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
6. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY AND SHALL BE RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
7. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
8. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BREA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. ANY CHANGES FROM THE PLAN, STANDARD NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.
10. INSTALLATIONS NOT CONFORMING TO THE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED NY THE CITY ENGINEER.
11. BASIC TRENCH REPAIR PROCEDURES SHALL BE PRE BREA STD PLAN 102.

LEGEND & ABBREVIATIONS

- ROADWAY R&R
- PROPOSED SLOPE PAVING
- MILL PAVEMENT
- PROP C/G
- EX C/G
- EX EP
- EX STRUCTURE
- EX FENCE
- SECTION VIEW

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REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:
Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160
RICK KREUZER, P.E.
R.C.E. NO. 42407
2/23/23
DATE

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

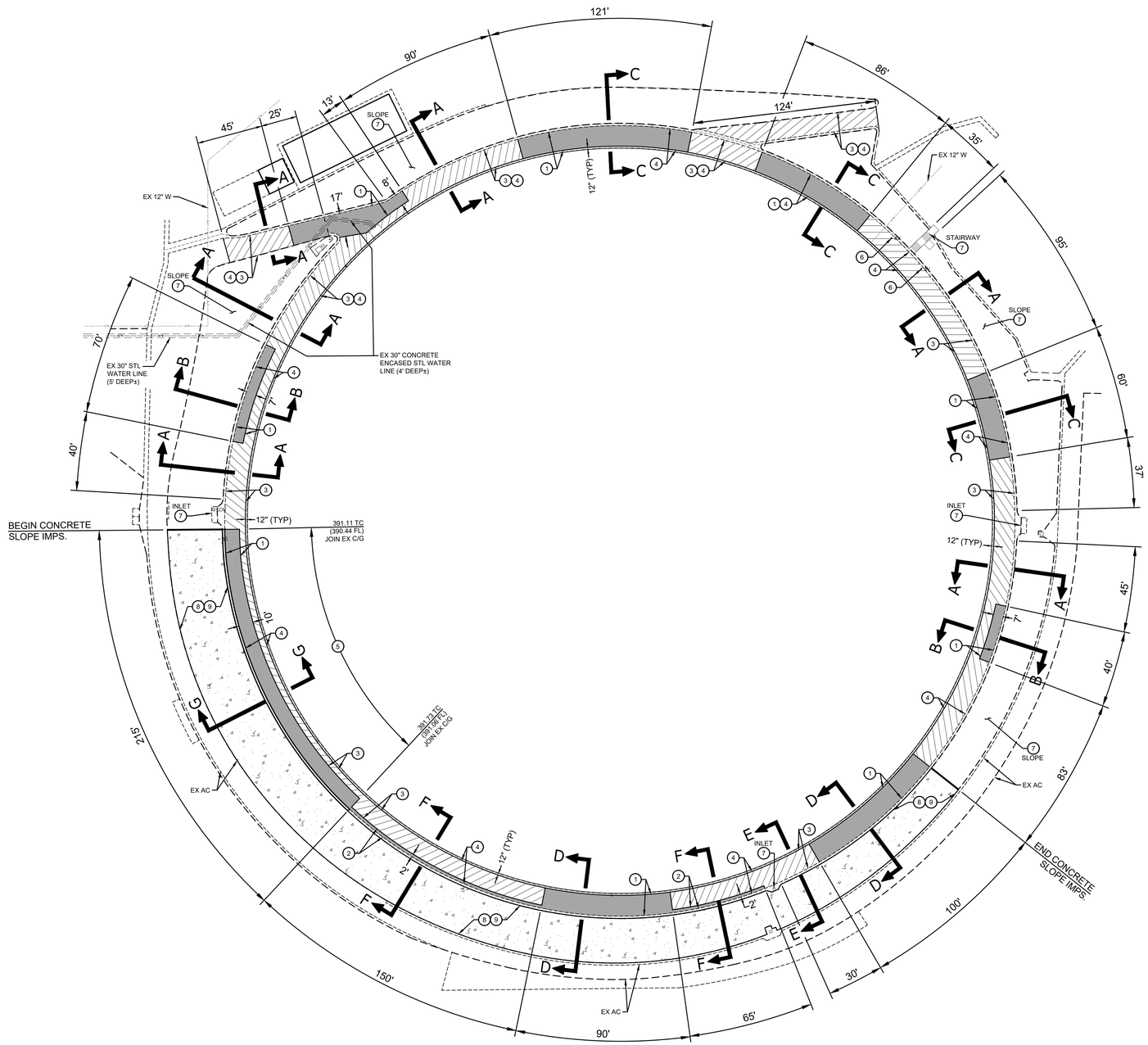
BERRY STREET RESERVOIR RING ROAD REHABILITATION

GENERAL NOTES AND LEGEND

SHEET 2 OF 5

3/30/2023 3:11:19 PM – L:\12-BREA\021-BERRY RESERVOIR RING ROAD\DESIGN\SHEETS\02_NOTES_RING.DWG – ROBBIE KREUZER

BID DOCUMENT-PLANS FOR BIDDING PURPOSES ONLY



CONSTRUCTION NOTES

1. SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION TO A DEPTH OF 12" BELOW PROPOSED FINISH SURFACE. FURNISH AND PLACE 4" AC OVER 6" CAB STRUCTURAL SECTION OVER NG AT 90% RELATIVE COMPACTION. LEAVE 2" BELOW PROPOSED ROADWAY FINISH SURFACE.
2. SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION TO A DEPTH OF 12" BELOW PROPOSED FINISH SURFACE. FURNISH AND PLACE 10" AC DEEPLIFT STRUCTURAL SECTION OVER NG AT 90% RELATIVE COMPACTION. LEAVE 2" BELOW PROPOSED ROADWAY FINISH SURFACE.
3. MILL (VARIABLE DEPTH) EXISTING ROADWAY TO A DEPTH OF 2" BELOW PROPOSED ROADWAY FINISH SURFACE. SEAL CRACKS LESS THAN 3/16" WIDE ON MILLED SURACE WITH HOT POUR RUBBERIZED LONG-LASTING FLEXIBLE SEALANT BEFORE PLACING AC OVERLAY.
4. FURNISH AND PLACE 2" AC OVERLAY.
5. SAWCUT AND REMOVE EXISTING CURB AND GUTTER. CONSTRUCT 8" CURB AND GUTTER, TYPE A-2, PER CITY OF BREA STD. NO. 106-0.
6. ADJUST EXISTING WATER VALVE TO GRADE.
7. PROTECT IN PLACE.
8. CLEAR VEGETATION, REMOVE AND CAP IRRIGATION. OVEREX AND GRADE SLOPE PER DETAIL 1 ON SHEET 5.
9. CONSTRUCT CONCRETE SLOPE PAVING PER DETAIL 2 ON SHEET 5.

LEGEND

- ROADWAY R&R
- MILL PAVEMENT
- PROPOSED SLOPE PAVING
- SECTION VIEW
- PROP C/G
- EX C/G

NOTES

(1) LONGITUDINAL DIMENSIONS SHOWN ARE ALONG OUTSIDE LIP OF GUTTER. EXACT REMOVAL LIMITS SHALL BE CONFIRMED WITH THE ENGINEER.

(2) CROSS SECTION DIMENSIONS ARE FROM TANK WALL ON THE INSIDE AND GUTTER LIP ON THE OUTSIDE UNLESS OTHERWISE NOTED.

(3) CROSS SECTIONS A-A THROUGH G-G ARE DEPICTED ON SHEET 4.

N

SCALE: 1"= 40'
0 40 80 120
FOR REDUCED PLANS

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

RICK KREUZER, P.E.
R.C.E. NO. 42407
2/23/23
DATE

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

BERRY STREET RESERVOIR RING ROAD REHABILITATION

RING ROAD AND SLOPE IMPROVEMENTS

SHEET 3 OF 5

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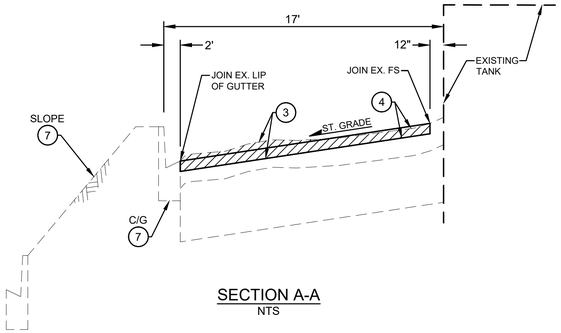
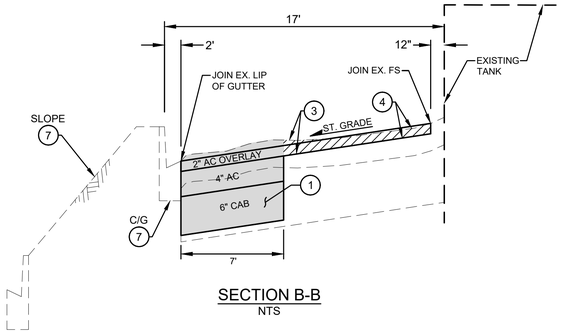


SECTION A-A
NTS



SECTION B-B
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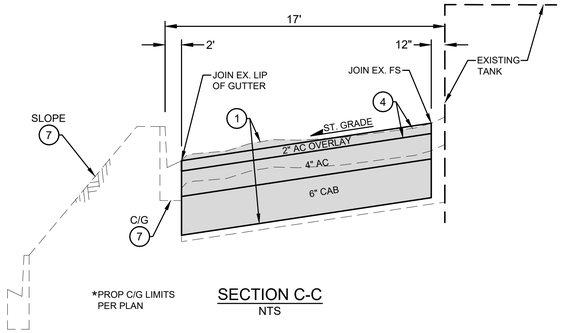
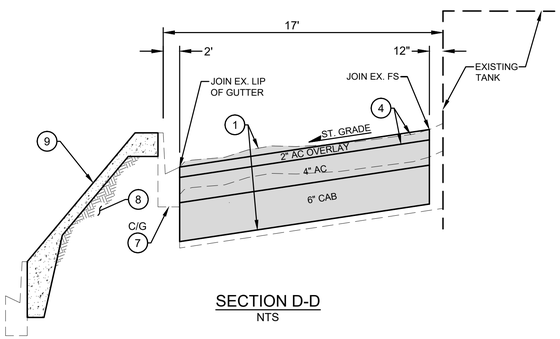


*PROP C/G LIMITS PER PLAN

SECTION C-C
NTS

LEGEND

- ROADWAY R&R
- MILL PAVEMENT
- PROPOSED
- EXISTING



SECTION D-D
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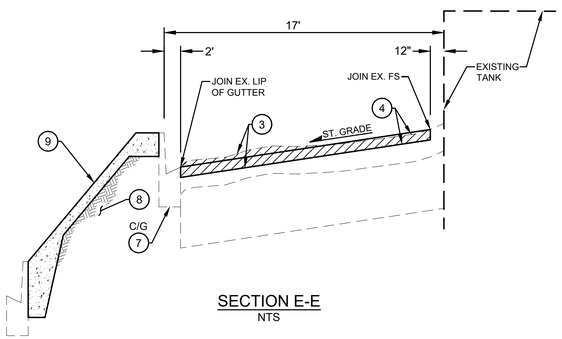
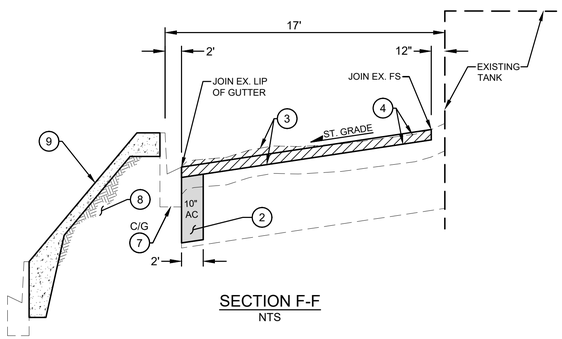
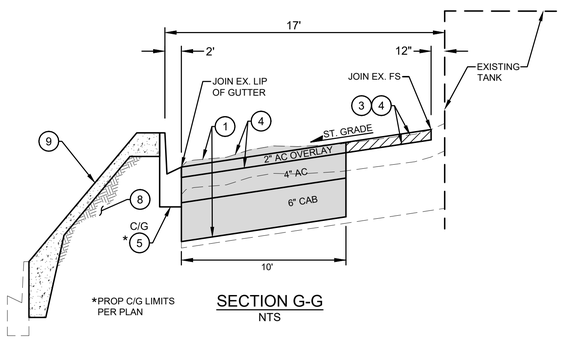


SECTION E-E
NTS



SECTION F-F
NTS



*PROP C/G LIMITS PER PLAN

SECTION G-G
NTS

Know what's below. Call before you dig.

REVISIONS

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PUBLIC WORKS DEPARTMENT

BERRY STREET RESERVOIR RING ROAD REHABILITATION

RING ROAD AND SLOPE SECTIONS

SHEET 4 OF 5

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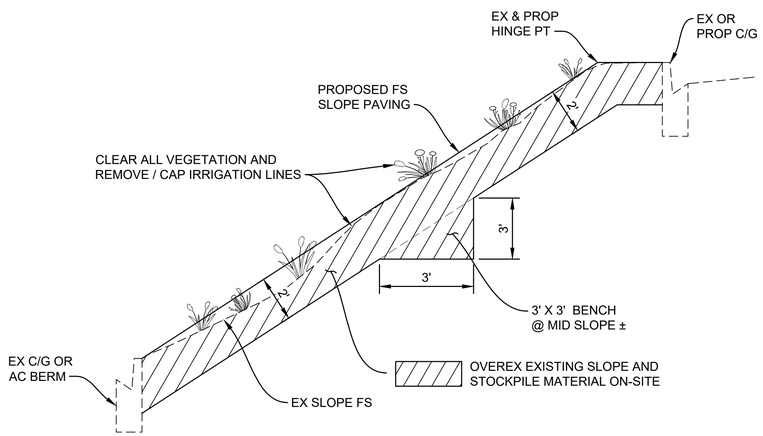
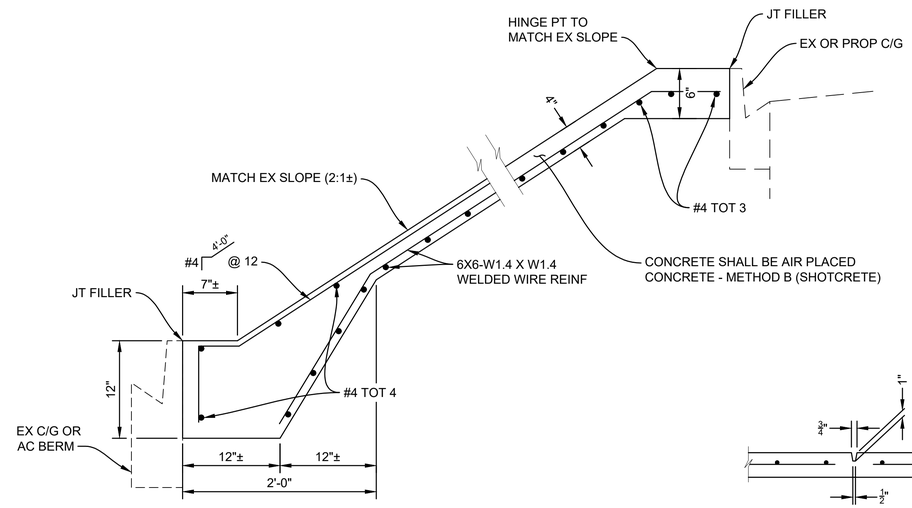
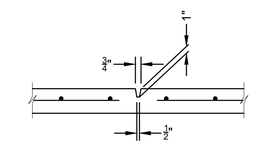


SLOPE OVER EXCAVATION
NTS



TYPICAL SECTION - SLOPE PAVING
NTS



PREFORMED GROOVE
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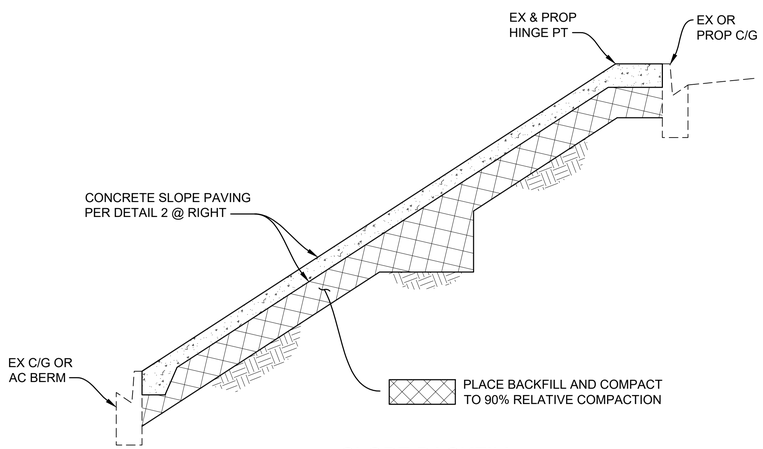

SLOPE BACKFILL
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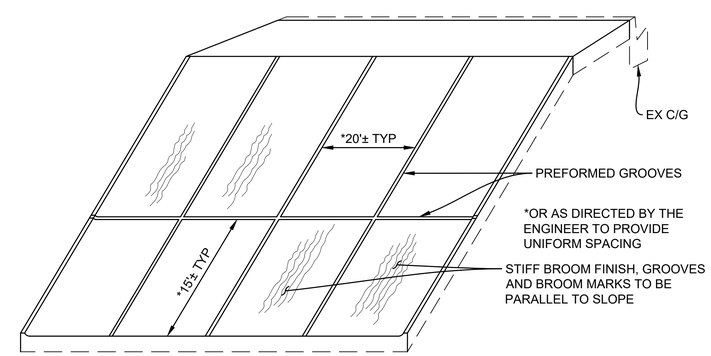

SLOPE PAVING
PICTORIAL VIEW OF TYPICAL INSTALLATION
NTS

SLOPE GRADING DETAIL 1/-
NTS

CONCRETE SLOPE PAVING DETAIL 2/-
NTS

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811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

RICK KREUZER, P.E.
R.C.E. NO. 42407
2/23/23
DATE

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

BERRY STREET RESERVOIR RING ROAD REHABILITATION

CONSTRUCTION DETAILS

SHEET 5 OF 5

BID DOCUMENT-PLANS FOR BIDDING PURPOSES ONLY

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

_____

("Principal"), a contract ("Contract") for the work described as follows:
_____

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of _____**Dollars ($XXX.XX)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CITY OF BREA

BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS

Please submit completed application with payment (see fee schedule below) and copy of current contractor's license (pocket card) to:

City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)	START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)	BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable	NO. OF EMPLOYEES (Brea)	
	LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.		
5. FEDERAL EMPLOYER ID NO.	STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

☐ Sole Proprietorship	☐ Partnership	☐ Husband & Wife	☐ Limited Liability	☐ Corporation	☐ Trust

Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Sole or Partnership):	DL # (Only Sole or Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Partnership):	DL # (Only Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. **I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT**

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
EFFECTIVE DATES	ISSUE DATES	FEE

NOTES:

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	$50.00	$90.00	$150.00
CLASS B- General Building Contractor	$40.00	$60.00	$100.00
CLASS C- Specialty Contractor	$20.00	$36.00	$ 60.00

Rev. 01/10

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

for the

`BERRY STREET RESERVOIR RING ROAD REHABILITATION
CIP NO. 7965

in the

CITY OF BREA

One Civic Center Circle, Brea, California 92821
(714) 990-7667

<u>BIDS DUE:</u>
May 2, 2023 @ 2:00 PM, 3rd FLOOR
City Clerk's Office

MICHAEL HO, P.E.
PUBLIC WORKS DIRECTOR

CITY OF BREA

PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

Berry Street Reservoir Ring Road Rehabilitation
CIP NO. 7965

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

Prepared Under the Supervision of:

2/23/23

Rick Kreuzer, PE #42407 Ex 3/31/24 Date

Approved by:

Director of Public Works/ City Engineer Date
RCE No. 70299 Exp. 12/31/24

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

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

TABLE OF CONTENTS

SECTION A

NOTICE INVITING SEALED BIDS A-1

SECTION B

INSTRUCTIONS TO BIDDERS B-1

1. Proposal Forms B-1
2. Proposal Guarantee B-1
3. Proposal Signature B-1
4. Delivery of Proposal B-1
5. Return of Proposal Guarantees B-2
6. Taxes B-2
7. Disqualification of Bidders B-2
8. Contractor's License Requirement B-2
9. Registration with Department of Industrial Relations B-2
10. References B-2
11. Listing of Subcontractors B-2
12. Discrepancies and Misunderstandings B-2
13. Equivalent Materials B-3
14. Legal Responsibilities B-3
15. Award of Contract B-3
16. Material Guaranty B-3
17. Execution of Contract B-4
18. Submission of Bonds and Insurance B-4
19. Addenda B-4
20. Not Used B-4
21. Questions to the Engineer B-4
22. Request for Information B-5

SECTION C

PROPOSAL C-1

Project Bid Schedule.....C-3
List of Subcontractors.....C-4
Noncollusion Declaration C-5
Bidder's Statement Regarding "Anti-Kickback" Requirements.....C-6
Utility Agreement C-7
Disqualification Questionnaire C-8
Compensation Insurance Certification.....C-9
Bidder's Information C-10
Supplemental Questionnaire C-12
Bid Bond.....C-16
Acknowledgement of Surety.....C-17

SECTION D

SAMPLE CONTRACT D-1

SECTION E

SPECIAL PROVISIONS E-1

PART 1 GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS.....E-2

1-2 TERMS AND DEFINITIONS

SECTION 2 - SCOPE AND CONTROL OF WORK E-3

2-1 AWARD AND EXECUTION OF THE CONTRACT
2-3 SUBCONTRACTS
2-4 CONTRACT BONDS
2-5 PLANS AND SPECIFICATIONS
2-9 SURVEYING
2-10 AUTHORITY OF BOARD AND ENGINEER
2-11 INSPECTION

SECTION 3 – CHANGES IN WORK E-7

3-3 EXTRA WORK

SECTION 4 - CONTROL OF MATERIALS.....E-8

4-1 MATERIALS AND WORKMANSHIP

SECTION 5 - UTILITIES E-10

5-1 LOCATION
5-4 RELOCATION
5-5 DELAYS

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK E-11

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK
6-2 PROSECUTION OF WORK
6-7 TIME OF COMPLETION
6-9 LIQUIDATED DAMAGES

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR.....E-14

7-1 THE CONTRACTOR'S EQUIPMENT AND FACIL.ITIES
7-2 LABOR
7-3 LIABILITY INSURANCE
7-5 PERMITS
7-8 WORK SITE MAINTENANCE
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS
7-10 PUBLIC CONVENIENCE AND SAFETY

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL E-22

8-1 GENERAL

SECTION 9 - MEASUREMENT AND PAYMENT.....E-23

9-3 PAYMENT

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS.....E-27

200-1 ROCK PRODUCTS
200-2 UNTREATED BASE MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS……..E-28
201-1 PORTLAND CEMENT CONCRETE

SECTION 203 - BITUMINOUS MATERIALS E-29

203-06 ASPHALT CONCRETE

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK.....E-31

SECTION 302 - ROADWAY SURFACING.....E-35

302-5 ASPHALT CONCRETE PAVEMENT

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION ……..…E-38

303-2 AIR PLACED CONCRETE

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, SPANDRELS, ACCESS RAMPS AND DRIVEWAYS

PART 4 EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION & RESTORATION.....E-39

SECTION 404 – COLD MILLING.....E-40

REFERENCE SPECIFICATIONS

APPENDIX A –STANDARD PLANS
APPENDIX B - CONTRACTORS BUSINESS LICENSE APPLICATION
APPENDIX C - INSURANCE AND INDEMNITY REQUIREMENTS
APPENDIX D - UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM
APPENDIX E - WARRANTY BOND SAMPLE
APPENDIX F – NPDES INFORMATION
APPENDIX G – GEOTECHNICAL STUDY
APPENDIX H – AS-BUILT/RECORD DRAWINGS

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on May 2, 2023.**

1. **Project Name: BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965**

   The work to be constructed hereunder is located at the Berry Street Reservoir, 545 N. Berry Street, Public Works Maintenance Yard in the City of Brea, California. The project generally consists of, but is not limited to, mobilization, clearing and grubbing, slope grading, slope excavation, concrete slope paving, excavation and removing existing AC pavement sections, milling, furnishing and placement of CMB and AC pavement and all other requirements and incidentals to complete the road and slope work at the Berry Street Reservoir Ring Road location in accordance with the Plans and Specifications.

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

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **MAY 2, 2023.** Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID FOR BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965.**

4. **Mandatory Pre Bid Meeting:** A mandatory pre-bid meeting will be held on **APRIL 18, 2023.** The pre-bid meeting will be held at the **City of Brea Public Works Maintenance Yard, 545 N Berry Street, Lunch Room, CA 92821 at 2:00 pm.**

5. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class "A" (General Engineering) and Class "C-12" (Earthwork and Paving Contractor).** Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

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

7. **Prevailing Wages:** In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons

employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website: http://www.dir.ca.gov/OPRL/pwd/.

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

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

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

11. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: **Ryan Chapman, PE, Assistant City Engineer at (714) 990-7763.**

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

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

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

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

2. Proposal Guarantee

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

3. Proposal Signature

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

4. Delivery of Proposal

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

"SEALED BID"

for

BERRY STREET RESERVOIR RING ROAD REHABILITATION
CIP NO. 7965

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return of Proposal Guarantees

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

6. Taxes

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

7. Disqualification Of Bidders

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

8. Contractor's License Requirement

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

9. Registration with the Department of Industrial Relations

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

10. References

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

11. Listing Of Subcontractors

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

12. Discrepancies And Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed.

No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract an shall be included with the proposal.

13. Equivalent Materials

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

14. Legal Responsibilities

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

15. Award of Contract

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

16. Material Guarantee

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

17. Execution of Contract

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

18. Submission of Bonds And Insurance

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

19. Addenda

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

20. Not Used

21. Questions to the Engineer

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

22. RFI (SEE NEXT PAGE)

For Requests for Information (RFI) the contractor shall use the form on the following page for submittal in writing.

CITY OF BREA

BERRY STREET RESERVOIR RING ROAD REHABILITATION
CIP NO. 7965

REQUEST FOR INTERPREPARATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address:

_____

Telephone: _____ **FAX:** _____

Plan Sheet: _____
Specification Section:

INTERPRETATION REQUESTED:

_____

_____

_____

_____

REPLY:

_____

_____

_____

_____

T0 A/E: _____

Bidder:_____

SECTION C

PROPOSAL

for

BERRY STREET RESERVOIR RING ROAD REHABILITATION
CIP NO. 7965

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within a total of **40** working days, starting from the date of the first Notice to Proceed until project completion.

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

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

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

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

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

Addenda No.	***Date Received***	***Bidder's Signature***

SECTION C

Berry Street Reservoir Ring Road Rehabilitation
CIP NO. 7965

PROJECT BID SCHEDULE

Berry Street Reservoir Ring Road Rehabilitation CIP NO. 7965					
ITEM #	**DESCRIPTION**	**UNIT**	**EST. QTY**	**UNIT PRICE (in figures) DOLLARS**	**ITEMS TOTAL (in figures) DOLLARS**
1	Mobilization and Demobilization (5% Max)	LS			$
2	Clearing and Grubbing	LS			$
3	Over-Excavate Existing Slope per Detail 1 on Sheet 5	SF	22,336		$
4	Backfill Slope Area per Detail 1 on Sheet 5	SF	22,336		$
5	Construct Concrete Slope Paving per Detail 2 on Sheet 5	SF	22,336		$
6	Remove Existing Curb & Gutter	LF	215		$
7	Mill Existing Pavement (Variable Depth)	SF	15,340		$
8	Sawcut and Remove Existing Roadway Structural Section	CY	395		$
9	Construct 8" Curb & Gutter, Type A-2	LF	215		$
10	Furnish and Place Asphalt Concrete	TON	606		$
11	Furnish and Place Crushed Miscellaneous Base	TON	371		$
12	Adjust Water Valve to Grade	EA	2		$
13	NPDES/BMP's	LS			$
				TOTAL AMOUNT	**$**

TOTAL BID AMOUNT (Words):

_____

_____

_____

1. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders_____ (Bidders Initials)**

LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	***% Portion of Work***	***Name, Address and E-mail of Subcontractor***	***State License Number***	***Class***	***DIR Registration Number***

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I,_____, am the
(Print Name)

_____ of_____,
(Position/Title) (Name of Company)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____day of_____, 20_.

_____
Name of Bidder

_____
Signature of Bidder

_____
Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Council Members:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **BERRY STREET RESERVOIR RING ROAD REHABILITATION CIP NO. 7965.** (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

_____
Contractor

_____
By

_____
Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

❑ Yes ❑ No

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

_____

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_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

_____
By

_____
Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

_____
Bidder Name

_____
Business Address

_____
City, State Zip

( ) _____
Telephone Number

_____
Email Address

_____
State Contractor's License No. and Class

_____
DIR Registration Number

_____
Original Date Issued (State Contractor's License)

_____
Expiration Date

The work site was inspected by_____of our office on_____, 20__.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____
Company Name

_____
Signature of Bidder

_____
Printed or Typed Signature

Subscribed and sworn to before me this____day of_____, 20 .

NOTARY PUBLIC _____

NOTARY SEAL

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

1. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: _____

_____
Contract Amount Type of Work Date Completed

2. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: _____

_____
Contract Amount Type of Work Date Completed

3. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: _____

_____
Contract Amount Type of Work Date Completed

Responsible Bidder – Supplemental Questionnaire

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

   _____Years

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

   ❑ Yes ❑ No

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

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

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

   ❑ Yes ❑ No

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

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

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

   ❑ Yes ❑ No

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

   ❑ Yes ❑ No

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

   ❑ Yes ❑ No

If "yes," explain on a separate page.

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

   ❑ Yes ❑ No

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

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

   ❑ Yes ❑ No

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

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

   ❑ Yes ❑ No

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

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

    ❑ Yes ❑ No

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

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

    ❑ Yes ❑ No

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

    ❑ Yes ❑ No

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

    ❑ Yes ❑ No

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

    ❑ Yes ❑ No

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

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

    ❑ Yes ❑ No

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

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

    %

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

    ❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____

_____as PRINCIPAL, and

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

In no case shall the liability of the surety hereunder exceed the sum of $_____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "_____

_____

_____

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on_____.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____day of

_____, 20_.

_____ _____

Principal Surety

By: _____

BID BOND
ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____before me, _____
_____
(insert name and title of the officer)

personally appeared _____

_____.

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

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

WITNESS my hand and official seal.

Signature _____(Seal)
(Signature of Notary Public)

SECTION D

SAMPLE CONTRACT

SECTION D

SAMPLE CONSTRUCTION AGREEMENT

BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] ("Contractor"). Contractor's CSLB license number is _____. Contractor's DIR registration number is _____.

R E C I T A L S

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965** ("Project").

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

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

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

1. <u>GENERAL SCOPE OF WORK</u>: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. <u>CONTRACT PRICE AND PAYMENT</u>:

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

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

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

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

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

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

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2015 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **40** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

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

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

7. <u>INSURANCE</u>:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

8. <u>LABOR CODE COMPLIANCE</u>:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the

general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: http://www.dir.ca.gov/OPRL/pwd/. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project.

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

9. UNRESOLVED DISPUTES:

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

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

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

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

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

13. TRENCHING AND EXCAVATIONS:

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

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

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

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

16. CONTRACTOR'S LIABILITY:

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

independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

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

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

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

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

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

17. <u>ASSIGNMENT</u>: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

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

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

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

To Contractor:
_____
_____
_____

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

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

22. INCORPORATION OF MANDATORY LANGUAGE: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

_____	_____
□ Chairperson □ President □ Vice President	□ Secretary □ Asst. Secretary □ Chief Finance Officer □ Asst. Treasurer

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

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

_____	_____
Manager	Manager

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

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **"GREENBOOK" Standard Specifications for Public Works Construction**, 2015 edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

PART 1
GENERAL PROVISIONS

SECTION 1
TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.
Board - The City Council of the City of Brea.
Caltrans - The State of California Department of Transportation.
County - The County of Orange.
Engineer - The City Engineer of the City of Brea or his authorized representative.

SECTION 2
SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

[Replace with the following:].

Within **10 working days** after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

2-3.2 Self Performance

[amend the first sentence to state:].

The Contractor shall perform, with its own organization, Contract work amounting to at least **30** percent of the Contract Price.

2-4 CONTRACT BONDS

[add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited, and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2018 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

State of California – Department of General Services Publications
Distribution Unit
P.O. Box 1015
North Highlands, California 95660

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction (SPPWC), published by the Public Works Standards, Inc., 2015 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

Standard Plans, published by the City of Brea.

Applicable Standard Plans for this project are contained in Appendix A of these Special Provisions.

2-5.3 Submittals

2-5.3.1 General

[Add the following].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work. The Contractor shall submit all Submittals to the Engineer via the Internet utilizing a web site address VPM @ www.virtual-pm.com **managed by the Agency.**

2-6 WORK TO BE DONE

[Add the following].

The work to be constructed hereunder is located at the Berry Street Reservoir, 545 N. Berry Street, Public Works Maintenance Yard in the City of Brea, California. The project generally consists of, but is not limited to, mobilization, clearing and grubbing, slope grading, slope excavation, concrete slope paving, excavation and removing existing AC pavement sections, milling, furnishing and placement of CAB and AC pavement and all other requirements and incidentals to complete the road and slope work at the Berry Street Reservoir Ring Road location in accordance with the Plans and Specifications.

2-9 SURVEYING

[Replace with the following].

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however the task of surveying itself shall be performed under the direction of a Licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

All construction surveying necessary to complete the work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a Licensed Land Surveyor or Professional Engineer, with the authority to practice land surveying in the State of California, retained or provided by the Contractor. The AGENCY reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the work.

The Contractor shall be required to provide an as-built field survey to establish adequate survey control for the reconstruction of all curb returns where new curb ramp construction is required and any street requiring total removal of the existing pavement section, in order to re-establish the horizontal locations and final elevations of new ramp and curb returns, centerline and/or crown line and existing vertical curves, as directed by the Engineer, prior to the start of any construction. The as-built field survey shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after the final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of Orange County Surveyor, the Contractor shall submit copies of the same records to the City of Brea. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

The Contractor shall give at least 48 hours (2 working days) advance notice when he/she/it or his/her/its subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

2-11 INSPECTION

[Add the following].

If the Contractor elects to work under this Contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays, he/she/it shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - $500.00
4 hrs. to 8 hrs./day - $1,000.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

If the Contractor elects to work under this Contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays without prior authorization, he/she/it shall pay double the rates mentioned herein to the AGENCY.

SECTION 3
CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General.

[Add the following:].

Extra work compensation will be made for labor, equipment and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site. When extra work or utility interference is encountered, contractor shall contact City and jointly evaluate if workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location and material dumped to be eligible for extra work payment. All extra work must be approved by authorized City representatives prior to commencing work. Without said approval, contractor will be working at risk hence compensation is not guaranteed.

3-3.2.3 Markup.

[Delete Subsection in total and replace with the following:]

(a) **Work by Contractor**. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor.....15
2) Materials 10
3) Equipment Rental 10*
4) Other Items and Expenditures 10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor**. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first $5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

(c) **Unknown Facilities**. In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she/it shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4
CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warrantee Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warrantee Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warrantee Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warrantee Bond within ten (10) working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Warrantee Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer will determine the exact time and location of all field sampling and testing. Written reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in

the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of the initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5
UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

The Contractor shall perform the utility location pothole exploration efforts along the proposed improvement locations 48 hours prior to beginning the excavation work and shall submit a pothole schedule and plan identifying the locations of the potholes to the Engineer in advance of initiating said work for review and approval. All vertical and horizontal locations of the exposed existing utility shall be documented by the Contractor and provided to the Engineer. All potential conflicts with respect to the proposed work and existing utilities shall be brought to the attention of the Engineer prior to trenching at the potential conflict location.

Any pothole work with a diameter less than or equal to 6-inches in asphalt to be backfilled with black colored concrete to the finish surface.

The Contractor shall sawcut straight clean lines at each pothole location.

Payment for the pothole of existing utilities is considered in the various contract bid items of work and no additional compensation will be allowed therefore.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48-hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

SECTION 6
PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed Baseline Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the AGENCY'S execution of the Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Baseline Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the Agency with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead-schedule shall be linked to the Approved Baseline Construction Schedule milestones with any subsequent deviations within this 3-week window, and shall include the sub-activities that rolls-up into the associated milestone.

Payment for the preparation, update, and submittal of the Baseline Construction Schedule shall be considered as included in the various item of work and no additional compensation will be allowed thereof.

6-2 PROSECUTION OF WORK

[Add the following paragraph:].

The order of work for this project shall be as follows:

1. Haul Route and Staging plans submittals
2. Slope Grading and Paving Improvements
3. Reconstruct curb and gutter improvements
4. Asphalt concrete pavement base repairs
5. Surface pavement work, including cleaning, sweeping milling and crack sealing
6. Asphalt concrete surface course
7. Adjust valves to grade
8. Final Punch List

[Add the following:]

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address VPM@www.virtual-pm.com managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by the site foreman to record daily progress, problems, addition/deletions and or request change orders for review by the engineer/inspector and the Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and internet. Daily use of computer is required to input aforementioned documents.

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The total time within which the Work must be completed by the Contractor is fixed at **FOURTY (40) working days**, including material delivery, starting from and after the date in the **Notice to Proceed** with the Work.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays (For lane closure restrictions see 7-10.1 "Traffic Access."). Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. Any day designated as a holiday by the Agency.
3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause specified in 6-6.1.
5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause specified in 6-6.1.

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages shall be **$1,200.00** for **each calendar day** in excess of the contract time for the total project.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General

[add the following:].

A noise level limit of 95 dbl. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

The Contractor shall use low ground pressure equipment when completing the associated work on the Ring Road (i.e small excavator, bobcat, etc.). No heavy excavating or truck equipment will be allowed on the Ring Road. The Contactor can use the two access ramps to the Ring Road for the dump trucks and other heavier equipment to haul excavation and waste material to and from the work area on the Ring Road via haul transfer low ground pressure equipment.

The Contractor may use the lower road area around the Reservoir to and from the work area for work operations on the slope using the appropriate equipment necessary to complete the works of improvements.

The Contractor shall provide the equipment list being used for this project as part of the submittals for acceptance by the Engineer, prior to mobilizing to the site.

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of $1,000.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in the Contract Agreement, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in the Contract Agreement.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the

contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

7-8 WORK SITE MAINTENANCE

7-8.1 General

[Add the following:].

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of <u>all</u> utility markings (Underground Service Areas – USA) made as a part of the project.

7-8.2 Air Pollution Control

[Add the following:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. If the Contractor fails to perform the required sweeping, the AGENCY will complete the work and deduct the costs from the Contractor's progress payment for all costs associated with the air pollution control efforts.

7-8.4.2 Storage of Equipment and Material in Public Streets

[Add the following:].

Construction materials shall not be stored at the City facility for more than 2 days prior to usage on the project. All materials or equipment not installed or used in construction within 2 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time. All material used for the construction of the improvements, shall be placed so as to provide clear access within the work zone with one lane open at all times, unless otherwise approved by the Engineer.

Construction equipment shall not be stored at the work site before its actual use on the work, nor

for more than 2 days after it is no longer needed.

Contractor to obtain City approval on storage of equipment location within the Work Zone prior to start of work.

Excavated material, except that which is to be used as backfill for the works of improvement, shall not be stored in public streets nor at the City Facility unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

In no event is Contractor to stockpile material, tools or equipment in the parkways or other areas not permitted by the City.

Payment for "Final Cleaning-up" is considered included in the various contract bid items of work and no additional compensation will be allowed therefore.

7-8.4.3 Temporary Light, Power & Water

[Add the following subsection:].

A Construction Water Meter shall be obtained through the AGENCY's Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A $2,650 refundable deposit is required on the meter.

An "Eddy" valve must be attached to the temporary meter for the purpose of operating the hydrant.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95 and 2018-048. These charges are as follows:

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
$130.00	$7.17

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of $300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6.1 General

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

a) The CONTRACTOR shall be responsible for identifying and obtaining all permits and licenses required for this project. Cost and fees associated with said permits regardless of whether obtained by the COUNTY, CITY or by CONTRACTOR, shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall comply with all rules and regulations included in said permits and

licenses. Should the CONTRACTOR fail to conform to said rules and regulations, the CITY reserves the right to perform the work necessary to conform to the rules and regulations. The cost of such work will be deducted from any funds to become due to the CONTRACTOR.

It is noted that multiple permits are required from the various regulatory agencies. CONTRACTOR is to abide by and follow the requirements of all such permits.

b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ (GENERAL PERMIT)

On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this project.

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region as described above. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

7-8.6.4 Dewatering

[Add the following to the end of the section].

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from CITY owned and/or operated facilities and activities (including construction).

A copy of the CITY's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following]

The Contractor shall coordinate with the City with respect to using the PW Maintenance Yard area for parking and arrange for access in and out of the yard.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur on-site that requires immediate attention.

Prior to the start of construction, the Contractor shall inform the AGENCY's trash haulers, Police and Fire departments and US Postal Service, of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 990-7626*
FIRE DEPARTMENT: *Battalion Chief @ (714) 990-7658*

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.
Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position,

for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the City employees within the limits of the construction area. He/she/it shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two-week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her/its fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Parking and Construction Staging Plans will be considered included in the various items of work and no additional compensation will be allowed therefore.

The Contractor shall be required to coordinate his/her/its operations with the delivery of City materials/equipment etc.. schedules in and out of the project area.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates need to be recessed while covering open trenches in the street.

The order of work, except where otherwise specifically required by the Plans and Specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely

responsible for coordinating all subcontract and direct contract work to minimize delays during construction.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

Street closures will not be allowed except as specifically permitted by the Engineer.

7-10.5 Protection of the Public

[Add the following section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public and City employees. The Contractor shall use foresight and shall take such steps and precautions as his/her/its operations warrant to protect the public and City employees from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed therefore.

SECTION 8

FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9

MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

9-3.2 Partial and Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions. At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

9-3.5 Description of Bid Items

[Add the following section:].

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and

safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1 – Mobilization and Demobilization (5% Max)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for **Mobilization and Demobilization (5% Max)** shall be included in the **Lump Sum (LS) Price** basis and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility (if required), and incidentals necessary to perform all related items of work. Progress payments for mobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire Contract period.

Bid Item No 2. – Clearing and Grubbing

Clearing and Grubbing shall consist of removing all vegetation and specified materials from the project area and other such areas as may be shown in the documents. This work shall be performed in advance of grading as in accordance with the requirements herein specified, subject to erosion control requirements. The area shall be cleared of all vegetation, such as palms; trees; logs; stumps; bushes; hedges; roots, up to 36" below the existing ground surface; brush; grass; weeds; mulch and all other objectionable materials with the demolition limits shown on the plans.

Clearing and grubbing shall also include removal of any and all items not specifically covered under a separate bid item.

Payment for **Clearing and Grubbing** shall be made at the **Lump Sum (LS) Price** bid and shall include full compensation for sawcutting, removal, moving; transportation and disposal of all the resulting material including all dump fees and permits.

Bid Item No 3. – Over-Excavate Existing Slope per Detail 1 on Sheet 5

Payment for **Over-Excavate Existing Slope per Detail 1 on Sheet 5** shall be made at the Contract unit price bid per **Square Foot (SF)** of slope surface area, as shown in the Bid Schedule and as depicted on the plans. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work as depicted on Detail 1 on Sheet 5, including slope benching and stockpiling and haul off of excess material, as required. No further compensation will be allowed.

Bid Item No. 4 – Backfill Slope Area per Detail 1 on Sheet 5

Payment for **Backfill Slope Area per Detail 1 on Sheet 5** shall be made at the Contract unit price bid per **Square Foot (SF)** of slope surface area, as shown in the Bid Schedule and as depicted on the plans. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work as depicted on Detail 1 on Sheet 5, including slope backfill, grading and compaction. No further compensation will be allowed.

Bid Item No 5. – Construct Concrete Slope Paving per Detail 2 on Sheet 5

Payment for **Construct Concrete Slope Paving per Detail 2 on Sheet 5** shall be made at the Contract unit price bid per **Square Foot (SF)** of slope paving surface area, as shown in the Bid Schedule and as depicted on the plans. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work as depicted on Detail 2, Sheet 5, including all forming, concrete and reinforcement. No further compensation will be allowed.

Bid Item No. 6 – Remove Existing Curb and Gutter

Payment for **Remove Existing Curb and Gutter** shall be made at the Contract unit price bid per **Lineal Foot (LF)**, as shown in the Bid Schedule, and shall include saw cutting, removal and off-site disposal of all curb materials as designated on the project plans. This work shall include all labor, tools, materials, transportation, equipment and incidentals required to complete the work.

Bid Item No. 7 – Mill Existing Pavement (Variable Depth)

Payment for **Mill Existing Pavement (Variable Depth)** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule and as depicted on the plans. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work, including crack sealing of the milled surface, as required. No further compensation will be allowed.

Bid Item No. 8 – Sawcut and Remove Existing Roadway Structural Section

Payment for **Sawcut and Remove Existing Roadway Structural Section** shall be made at the Contract unit price bid per **Cubic Yard (CY)**, as shown in the Bid Schedule, and shall include all saw cutting, removal and off-site disposal of all asphalt concrete and underlying subgrade materials as designated on the project plans. This work shall include all labor, tools, materials, transportation, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 9 – Construct 8" Curb & Gutter, Type A-2

Payment for **Construct 8" Curb and Gutter, Type A-2** shall be made at the Contract unit price bid per **Lineal Foot (LF)**, as shown in the Bid Schedule and as shown on the plans. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 10 – Furnish and Place Asphalt Concrete

Payment for **Furnish and Place Asphalt Concrete** shall be made at the Contract unit price bid per **Tonnage (TON)**, as shown in the Bid Schedule to the limits as shown on the plans. Payment shall be based on certified weighmaster tickets for AC material delivered to the jobsite. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work, including compaction of underlying base material. No further compensation will be allowed.

Bid Item No. 11 – Furnish and Place Crushed Miscellaneous Base

Payment for **Furnish and Place Crushed Miscellaneous Base** shall be made at the Contract unit price bid per **Tonnage (TON)**, as shown in the Bid Schedule to the limits as shown on the plans. Payment shall be based on certified weighmaster tickets for CMB material delivered to the jobsite. This bid item shall include all materials, labor, tools, equipment and incidentals required to complete the work, including compaction of underlying subgrade. No further compensation will be allowed.

Bid Item No. 12 – Adjust Water Valve to Grade

Payment for **Adjust Water Valve to Grade** shall be made at the Contract unit bid price for **Each (EA)** valve adjusted as shown in the Bid Schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved adjusting the existing valves as shown on the plans, as specified in these specifications and as directed by the Engineer. No further compensation will be allowed.

Bid Item No. 13 – NPDES / BMP's

Payment for **NPDES / BMP's** shall be made at the **Lump Sum (LS) Price** bid, as shown in the Bid Schedule, and shall include furnishing, installing, and maintaining Best Management Practices (BMP's), monitoring and reporting (if required) and all applicable NPDES requirements. This item shall be considered full compensation for doing all work as specified herein. Progress payments for this item shall be paid for in accordance with the completion percentage of the project. No further compensation will be allowed.

PART 2

CONSTRUCTION MATERIALS
SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.5 SAND

200-1.5.1 General

[Add the following to the end of the section:].

Sand bedding shall conform to the requirements in this section and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

200-2 UNTREATED BASE MATERIALS

200-2.1 General

[Add the following to the end of the section:].

Untreated base to be used for the base course under asphalt concrete pavement shall be Crushed Miscellaneous Base (CMB).

200-2.4 Crushed Miscellaneous Base

Crushed Miscellaneous Base material for replacement of over-excavated unsuitable materials, and construction shall conform to Subsections 200-2.4 and 301-2 of the Standard Specifications, as directed by the Engineer.

200-2.4.2 Grading

[Add the following to the end of the section:].

The sieve size shall be 3/4” (fine).

SECTION 201
CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.2 Concrete Specific by Class and Alternate Class

[Revise portion of Table 201-1.12 with the following:].

Concrete class and alternate class for curb and gutter improvements shall be 560-C-3250.

Concrete class for Air Placed Concrete (Method B) shall be 650-DFW-3250P.

201-1.2.4 Admixtures

[Delete Subsection in total and replace with the following:].

Admixtures will not be permitted.

201-1.2.5 Fly Ash

[Delete Subsection in total and replace with the following:].

Fly Ash will not be permitted.

201-1.4 Mixing

201-1.4.1 General

[Add the following to the end of the section:].

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 "Transit Mixer" of the Standard Specifications.

201-4 CONCRETE CURING COMPOUND

201-4.1.1.1 General:

Concrete curing compound shall be Type II for Class 560-C-3250.

SECTION 203
BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

[Delete the second paragraph and replace with the following:].

Asphalt Concrete Base Course shall be the ¾" aggregate type III-B2-PG64-10.

Asphalt Concrete Surface Course shall be ½" aggregate Type III-C2-PG64-10.

PART 3

CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General

[Add the following:]

CLEARING AND GRUBBING shall include but not be limited to the following:

All items requiring removal for the contract to proceed as designed unless otherwise listed separately in these Special Provisions or as directed by the ENGINEER.

Remove all items designated as "To Be Relocated" and "Remove". Areas to be cleared, including slopes, shall be grubbed to a depth necessary to remove all stumps, roots, buried logs, and all other objectionable material.

Areas to be cleared shall be limited to the immediate construction area only and shall not include the entire right-of-way.

Demolition and removal of irrigation equipment, and such other items not mentioned that are required by the Plans and Specifications, are part of this work in this section.

Coordination with utility companies, as requested, to facilitate disconnection of existing utility services and removal and dispose of all existing equipment and facilities.

All obstructions within project limits shall be removed to a minimum of 12-inches below subgrade.

All equipment and facilities shown on the Plans to be salvaged, removed and stockpiled, adjusted, and/or relocated shall be measured, marked, and identified in the field.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly. Contractor shall notify Engineer of any damaged or non-salvageable materials prior to commencing any removal or grading operations. Materials found to be damaged after the work commences shall be assumed to be the responsibility of the Contractor.

Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Engineer to be damaged after the work commences.

[Add the following subsection:]

300-1.1.2 Preservation of Property

Existing improvements, adjacent property, utility and other facilities, trees and plants that are not to be removed, and all items shown on the approved plans to be protected in place, or stated in the City's Special Provisions or Conditions to be protected in place, shall be protected from injury or damage as provided in accordance with Section 400, "Protection and Restoration," regardless of whether or not these items are found within the grading limits. If an item to be protected in place is found within the grading limits, the Contractor shall grade around the item to be protected in place as required.

Any structure or facility to be protected which is damaged as a result of the Contractor's construction operation, shall be replaced by the Contractor, at their cost, to the satisfaction of the Engineer.

[Add the following subsection:]

300-1.1.3 Removal and Disposal of Materials

Unless otherwise stated on the Plans or Specifications, all material removed from the Work site shall become the property of the Contractor and shall be disposed of in a lawful manner. Burning shall not be permitted on the site.

The Contractor shall conform to the following requirements:

1. The Contractor shall be responsible for recycling and for obtaining a suitable disposal site for the material not suited for recycling, and pursuant to Section 300-2.6, "Surplus Material," of the Standard Specifications, shall, upon request, file with the Engineer the written consent of the owner of the property upon which he intends to dispose of such material.

2. Any concrete crushing of the removed concrete is not allowed at the job site at any time.

3. The Contractor shall notify the Engineer, in accordance with Subsection 2-9, "Changed Conditions," of the Standard Specifications, of any changed conditions or material differing from that represented in the contract which the Contractor believes to be hazardous waste.

4. All combustible waste materials resulting from clearing and grubbing or from any construction operations of this contract shall be removed from the site as directed by the Engineer.

The Contractor is responsible for securing all required haul permits to transport removal material from the project site to the approved disposal site and the paying of all fees associated with the disposal of this material.

Disposal of trash and construction debris shall be in accordance with the "Recycling / Disposal of Construction Debris" Section of these Special Provisions.

300-1.6 Bituminous Pavement

[Add the following:].

Sawcutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new pavement is constructed.

All necessary sawcutting of AC or any underlying existing improvements shall be to the lines as shown on plans or as directed by the City Engineer. Sawcutting shall be included in the concrete unit prices bid for the various items of work involved and no further compensation shall be made.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:]

This item shall also include all necessary grading work including excavation, backfilling, and compaction, moving and placing of materials and disposing of excess materials. Backfilling is defined as all suitable fill material generated from the excavation that is used for the backfilling of all low areas including planters and includes the moving, grading, filling and compacting and all other activity related to filling.

The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. During excavation operations, native material may be used for this purpose; however, once the placing of the structural section commences, structural material shall be used. No payment is allowed for excavated material used for flattening slopes in temporary conditions.

If unsuitable material is encountered during normal excavation or other construction operations, the Contractor shall remove said material to the limits determined by the Engineer and replace said material with Compacted Fill, unless otherwise directed by the Engineer.

300-2.2 Unsuitable Material

300-2.2.1 General

[Remove and replace the entire section with the following:]

Some of the unclassified excavated material on this project may be unsuitable for reuse. This unsuitable material shall be excavated and disposed of as directed by the engineer. Unsuitable material will include, but is not limited to asphalt; PCC roadway; drainage structures and all PCC footings to their full depths. Base material will generally be acceptable for use as fill material, but not as base material and will not be removed from the project unless directed by the Engineer. The excavation and backfill for necessary structures and foundations will be paid for under their respective bid items.

Excavation, filling with suitable material and disposal of unsuitable and excess material is regarded as a single operation for this item of work and will only be paid as an excavation operation.

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus, at drainage swales, and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is 1/4 inch, plus or minus.

Rocks, broken concrete, or other solid materials which are larger than 1 inch in greatest dimension shall not be placed in fill areas that are to be planted.

Clods or hard lumps of earth 1 inch or more in greatest dimension shall be broken up before compacting the material in fill areas to be planted. Material containing large rocks, boulders, or hard lumps (such as hardpan or cemented gravel which cannot be broken readily) over 12 inches in greatest dimension shall not be incorporated in the fill. Such materials shall be removed from the site.

All surplus material shall be disposed of in a legal manner at the expense of the contractor. Contractor shall make all arrangements for disposal of the material at off-site locations in accordance with all applicable ordinances.

SECTION 302
ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT
[replace entire section with the following;].

302-1.1 General

The work to be done here under consists of cold milling and removal of the designated thickness of existing pavement surface, including asphalt concrete, macadam, PCC, pavement reinforcement fabric (Petromat), or other miscellaneous improvements, at those locations and per Typical Sections and Details as shown on the Plans.

The existing A.C. pavements shall be cold milled to the depths required per grades as shown on the Plans and in accordance with the Standard Specifications. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing. The milling equipment shall adhere to the low ground pressure requirements as specified within these Special Provisions.

Except as otherwise called for on the plans, all A.C. pavement cold milling cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer.

The final depth, width, length and shape of the cold milling cut shall be as indicated on the plans and the Typical Sections and Details as shown on the Plans. The final cold milling cut shall result in a uniform surface conforming to the typical section(s) except as otherwise directed by the Engineer.

Surveyor's street and property line monuments, not scheduled for removal shall be protected. The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense. Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the various applicable bid prices and no further compensation will be allowed.

302-1.2 Milling Machine

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of a minimum width cutting drum with carbide tip teeth that completes the work. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed such that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist the operator in control grade and in matching adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract and shall comply with the requirements of low ground pressure equipment used on the Ring Road as specified within these Special Provisions.

302-1.3 Cold Milling to Specified Elevations

The operator shall furnish the milling machine, operated by experienced workmen. The surface tolerance produced shall be such that a 10-foot straight edge laid laterally will indicate variances of less than 3/8" (except in the crown area) and the same straight edge laid longitudinally will indicate variances of less than 3/16".

Removal shall consist of milling the pavement where indicated and removing the planed material. No aggregate shall remain on the project at the end of each workday. Aggregate material loosened and directly removed shall become the property of the Contractor. The Contractor shall dispose of all planed surplus materials at a legal dump site, in accordance with Subsection 300-2.6 of the Standard Specifications.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 4 inches in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers as applicable. The paving machine shall adhere to the low ground pressure equipment requirements as specified in these Special Provisions.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each overage shall be completed before subsequent

coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS 1H emulsified asphalt shall be applied to all contact surfaces. Tack coat shall be Grade SS-lH per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of A.C. patching and P.C.C. surfaces, and edges against which AC is to be placed.

An asphalt leveling course shall be applied in depressed areas, as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

302-5.5 Distribution and Spreading

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.10 Crack Repair

[Is hereby added to Section 302-5:].

Cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafco as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the following specifications and detail A on sheet 5. The crack sealant placed shall be slightly below the pavement surface to avoid over-application and minimize bumps and wicking through the AC surface during compaction. Deep cracks should be filled with sand and covered with a thin layer of sealant.

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes shall be cleaned of loose materials and filled with Asphalt Concrete Type C2 PG 70- 10 and compacted to a smooth even surface with the adjacent existing pavement.

SECTION 303
CONCRETE AND MASONRY CONSTRUCTION

303-2 AIR PLACED CONCRETE

303-5.1.1 General

[Add the following:].

Air place concrete shall be Method B (Shotcrete).

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Add the following:].

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by saw cutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

303-5.4 Joints

303-5.4.2 Expansion Joints

[Add the following:].

Expansion joints shall be constructed only where specifically designated per details on the plans, and as directed by the Engineer.

303-5.5 Finishing

303-5.5.4 Gutter

[Add the following:].

When gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY.

PART 4
EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

SECTION 401 – REMOVALS

401-2 ASPHALT CONCRETE PAVEMENT

[Add the following:]

Remove AC Pavement shall be in accordance with Section 300-2, "Unclassified Excavation," and this section of the Standard Specifications and shall consist of excavating and disposing of existing AC pavement, which includes asphalt concrete and underlying untreated base, to facilitate the construction of new asphalt concrete pavement.

Contractor shall sawcut pavement around all areas to be removed, prior to the start of any excavation.

All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor shall make effort to recycle excavated and demolition materials, as referenced in the "Recycling and Disposal of Construction Debris," Section of these Special Provisions. The Contractor shall provide the Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion. No excavated or demolition materials shall be left in the public right of way overnight.

Remove AC Pavement shall consist of removing AC pavement to a depth specified and in areas shown on the Plans. Locations and area size are as shown on the Plans, outlined by paint on the roadway, or as required by the Engineer.

401-3 CONCRETE AND MASONRY IMPROVEMENTS

[Add the following:]

Sawcutting shall conform to the provisions of Section 3-12, "Work Site Maintenance" (with special regard to 3-12.1, "General," 3-12.2, "Air Pollution Control," 3-12.3, "Noise Control," and 3-12.6, "Water Pollution Control") and 300-1.1.3, "Removal and Disposal of Materials," of the Standard Specifications and these Special Provisions.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of cut shall be deep enough to produce a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. Waste material from sawcut operations shall be broom cleaned or vacuumed, and disposed of in accordance with the "Recycling / Disposal of Construction Debris" Section of these specifications. Cleaning of sawcut area by washing and directing waste to public storm drains shall not be permitted.

Existing concrete and miscellaneous removals shall be immediately removed from the project site and disposed of by the Contractor at his own expense at a legal dump and/or recycling site. Refer

to the "Recycling / Disposal of Construction Debris" Section of these specifications.

All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor shall make effort to recycle concrete, steel, and other excavated materials. The Contractor shall provide the Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within (5) working days after project completion. No excavated or demolition materials shall be left in the public right of way overnight.

SECTION 404 – COLD MILLING

404-1 General.

[After the last paragraph, ADD the following:]

Cold milling shall be a variable or constant depth cut for the various widths of cold millings called for on the plans. Cold milling shall conform to the details shown on the plans and these Special Provisions. All temporary striping required after cold milling operations shall be installed per City Standards. All required temporary striping shall be considered paid for under the bid item for Traffic Control. No additional compensation will be allowed.

Cold milling shall not be performed more than three (3) days ahead of leveling course paving.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed. Sweeping shall take place immediately after the grinding has been completed, continue daily until all residue is removed, and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of cold milling operations.

All pavement transitions and temporary striping/markings shall be in place prior to the opening of a lane for traffic. Any pavement grade differential between adjacent lanes that will, with the permission of the Engineer, remain during non-working hours shall be indicated with the appropriate warning signage.

Cold mix A.C. shall be placed and maintained at the interface between milled and non-milled areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps, and shall be removed prior to placement of surface course pavement.

The Contractor shall notify the Engineer at least two (2) working days prior to and immediately after the cold mill operations so that observations and measurements may be made of areas before placement of permanent asphalt.

APPENDICES

APPENDIX A
STANDARD PLANS

GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

1. ALL APPLICABLE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
2. THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", LATEST EDITION INCLUDING SUPPLEMENTS THERETO, IS HEREBY MADE A PART OF THIS PLAN.
3. PAVEMENT SHALL CONSIST OF A MINIMUM OF 4" (INCHES) ASPHALT CONCRETE ON 6" (INCHES) AGGREGATE BASE OR CRUSHED MISCELLANEOUS BASE. 4" ASPHALT CONCRETE PAVING SHALL CONSIST OF 2" WEARING COURSE III-C3-PG-64-10 OVER 2" BASE COURSE III-B2-PG-64-10.
4. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN ON PLANS AND/ OR HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
5. ALL CONCRETE SHALL BE CLASS 560-C-3250 (6 SACK MIX) AND SHALL BE CURED WITH TYPE-1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
6. ALL ASPHALT CONCRETE STREET SURFACES SHOWN HEREON SHALL BE SEAL-COATED, WHEN DIRECTED BY THE CITY ENGINEER, FULL-WIDTH USING AN APPROVED TYPE SS-1H EMULSION WITH NO MORE THAN 50% WATER ADDED. A TRUCK MOUNTED SPRAY BAR SHALL BE UTILIZED FOR SPREADING.
7. THE CONTRACTOR SHALL COORDINATE ALL SIGN INSTALLATIONS WITH THE CITY ENGINEER PRIOR TO SIDEWALK INSTALLATION.
8. AN APPROVED SOIL STERILANT SHALL BE UNIFORMLY APPLIED IN ALL AREAS TO BE PAVED UNDER THE DIRECTION OF THE CITY ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MAILBOX BLOCK-OUT LOCATIONS WITH THE U.S. POSTAL SERVICE PRIOR TO SIDEWALK INSTALLATION.
10. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY AND SHALL BE RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
11. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
12. THE CONTRACTOR SHALL MAKE APPLICATION TO THE CITY OF BREA, AND OBTAIN A CONSTRUCTION WATER METER (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BREA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. EXCAVATION IN STREETS WHICH HAVE BEEN CONSTRUCTED OR RECONSTRUCTED WITHIN THE PAST FIVE (5) YEARS AND SEAL COATED WITHIN THE PAST TWO (2) YEARS SHALL BE SUBJECT TO RESTRICTIONS.

BREA CALIFORNIA CITY OF BREA	GENERAL NOTES - STREET IMPROVEMENTS		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 101-0 SHEET 1 OF 2

GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

15. ALL CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A "C-8" OR "A" LICENSED CONTRACTOR.

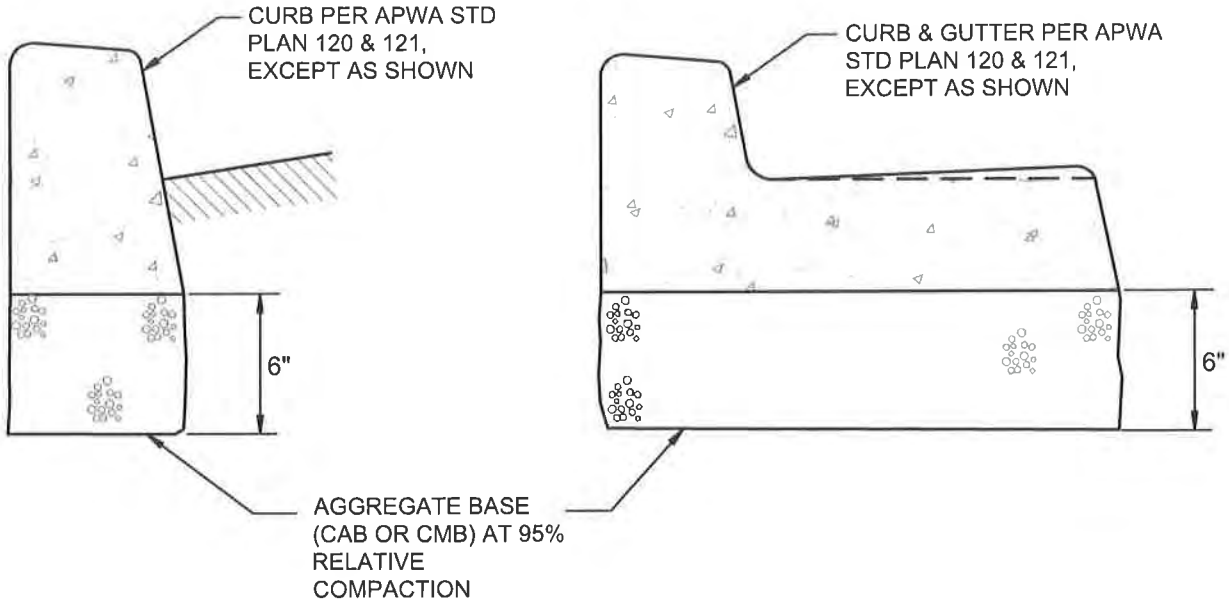
16. 24-HOUR NOTIFICATION IS REQUIRED FOR ALL PUBLIC WORKS INSPECTIONS. CONTACT THE CITY OF BREA PUBLIC WORKS DEPARTMENT, MONDAY TO THURSDAY (EXCLUDING HOLIDAYS), 8 a.m. to 5 p.m., AT (714) 990-7650.

17. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN CONFORMING TO THE CITY OF BREA TRAFFIC CONTROL REQUIREMENTS.

18. ANY CHANGES FROM THE PLAN, STANDARDS NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.

19. INSTALLATIONS NOT CONFORMING TO THE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE CITY ENGINEER.

20. BASIC TRENCH REPAIR PROCEDURES SHALL BE PRE BREA STD PLAN 102.



TYPE A1 OR B1

TYPE A2 OR B2

NOTES:

1. UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECIFICATIONS, CONCRETE SHALL BE PER BREA STD PLAN 101.
2. MEDIAN CURBS SHALL NOT BE SLOPED AWAY FROM MEDIAN WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER.
3. ADDITIONAL NOTES SHALL BE PER APWA STD PLAN 120 & 121.

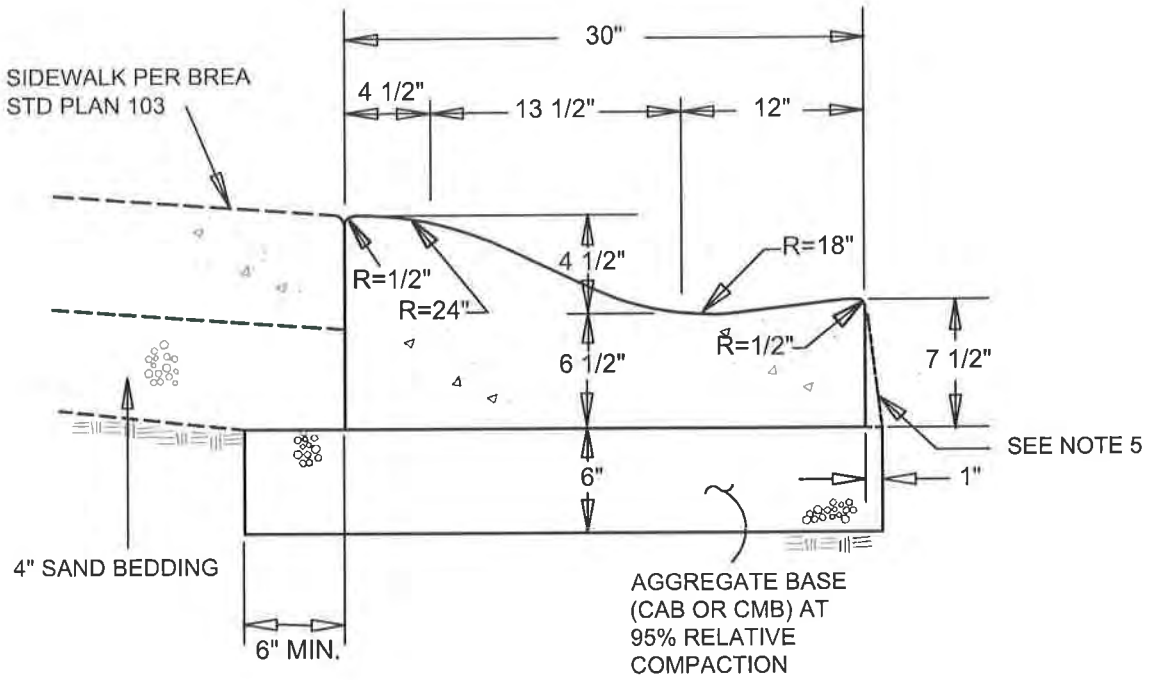
BREA CALIFORNIA
CITY OF BREA

CONCRETE CURB AND GUTTER

APPROVED: _____ CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER
106-0
SHEET 1 OF 2



ROLLED CURB AND GUTTER

NOTES:

1. USE OF ROLLED CURB MAY BE RESTRICTED BY SURFACE DRAINAGE CONSIDERATIONS.
2. SIDEWALK CONSTRUCTED CONTIGUOUS TO ROLLED CURB SHALL BE 6 INCHES THICK MINIMUM.
3. WHERE LONGITUDINAL SLOPE IS LESS THAN 0.40 % THE FLOW LINE SHALL BE WATER TESTED.
4. CONSTRUCT 1/2" EXPANSION JOINT AT ALL COLD JOINTS, AT BEGINNING AND END OF CURB RETURNS, AND AT 300 FT. MAX. INTERVALS FOR EXTRUDED CURB AND 30 FT. MAX. INTERVALS FOR FORMED CURB. WEAKENED PLANE JOINTS SHALL BE FORMED AT THE REMAINING 20-FOOT INTERVALS.
5. ONE INCH BATTER AT CURB FACE IS OPTIONAL.
6. ROLLED CURBS ARE PROHIBITED IN AREAS WHERE FLOW LINE GRADIENT IS LESS THAN 0.80 % UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
7. ALL UTILITY BOXES AND COVERS ADJACENT TO ROLLED CURB SHALL BE HS-20 RATED "TRAFFIC BEARING" TYPE.

BREA CALIFORNIA CITY OF BREA	CONCRETE CURB AND GUTTER		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 106-0 SHEET 2 OF 2

APPENDIX B
CONTRACTORS BUSINESS LICENSE APPLICATION

CITY OF BREA

BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS

Please submit completed application with payment (see fee schedule below) and copy of current contractor's license (pocket card) to:

City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)	START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)	BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable	NO. OF EMPLOYEES (Brea)	
	LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.		
5. FEDERAL EMPLOYER ID NO.	STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

☐ Sole Proprietorship	☐ Partnership	☐ Husband & Wife	☐ Limited Liability	☐ Corporation	☐ Trust

Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Sole or Partnership):	DL # (Only Sole or Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Partnership):	DL # (Only Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. **I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT**

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
EFFECTIVE DATES	ISSUE DATES	FEE

NOTES:

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	$50.00	$90.00	$150.00
CLASS B- General Building Contractor	$40.00	$60.00	$100.00
CLASS C- Specialty Contractor	$20.00	$36.00	$ 60.00

Rev. 01/10

APPENDIX C
INSURANCE AND INDEMNITY REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS / CONSULTANTS

CONSTRUCTION PROJECT
(e.g., capital improvement projects, other construction and remodeling)

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. THEY SUMMARIZE, BUT DO NOT SUPERSEDE, THE INSURANCE REQUIREMENTS ADDRESSED WITHIN THE BODY OF THE BID SPECIFICATIONS. YOU ARE ADVISED TO REFER TO THE BID SPECIFICATIONS IN ADDITION TO THE INFORMATION PROVIDED BELOW. PARTICULAR ATTENTION SHOULD BE GIVEN TO BEST'S GUIDE RATING REQUIREMENT LISTED BELOW.

IT IS HIGHLY RECOMMENDED THAT YOU CONSULT YOUR INSURANCE CARRIER(S) OR BROKER(S) TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE AS PRESCRIBED AND PROVIDED HEREIN. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS MAY RESULT IN YOUR BID OR PROPOSAL NOT BEING CONSIDERED FOR AWARD OF CONTRACT.

TYPE OF INSURANCE COVERAGE	GENERAL LIABILITY	AUTO LIABILITY	WORKERS' COMPENSATION
REQUIRED BY CONTRACT?	YES	YES	YES
MINIMUM LIMITS OF COVERAGE	$2,000,000 Combined Single Limit Per Occurrence See also Comments	$2,000,000 Combined Single Limit Per Accident See also Comments	Workers' Compensation to Statutory Limits; $1,000,000 Employers' Liability limit
MINIMUM BEST'S GUIDE RATING/OTHER REQUIREMENTS	B+ / VII; must be Admitted Insurer	B+ / VII; must be Admitted Insurer	B+ / VII, admitted if commercial policy; OR State Compensation Insurance Fund
ADDITIONAL INSURED?	YES	YES	YES
WAIVER OF SUBROGATION?	YES	YES	YES
COMMENTS	Minimum Limits are subject to change based upon scope of project	Minimum Limits are subject to change based upon scope of project	

APPENDIX D
UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

_____
Contractor

_____
By

_____
Title

Date: _____

Note: ***This form is required for every*** *Dig Alert Identification Number* ***issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request***

APPENDIX E
WARRANTY BOND SAMPLE

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

_____

("Principal"), a contract ("Contract") for the work described as follows:
_____

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of _____**Dollars ($XXX.XX)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPENDIX F
NPDES INFORMATION

Construction Runoff Guidance Manual

for Contractors, Project Owners, and Developers

December 2012

Orange County Stormwater Program:
A Cooperative Project of the County of Orange,
Cities of Orange County and
Orange County Flood Control District

PROJECT Pollution PREVENTION

Table of Contents

1 Introduction and Overview 1
1.1 Introduction 1
1.2 Overview 1
2 Regulatory Requirements 2
2.1 State and Regional Permit Requirements 2
2.2 Local Agency Requirements 5
2.2.1 Local Grading Code 5
2.2.2 Local Water Quality Ordinance 5
3 Best Management Practices (BMPs) 7
3.1 BMP Overview Diagram 7
3.2 Minimum Site BMP Requirements 9
3.3 CASQA BMP Handbook 10
3.4 BMP Directory 10
3.4.1 Erosion Control (EC) 10
3.4.2 Sediment Control (SE) 14
3.4.3 Wind Erosion Control (WE) 17
3.4.4 Tracking Control (TC) 18
3.4.5 Non-Stormwater Management (NS) 19
3.4.6 Waste Management and Materials Pollution Control (WM) 20
3.4.7 Inspection and Maintenance Frequency Summary 25
4 References 26
5 Glossary 27
Appendix A: Permit Determination Flowcharts 31
Appendix B: Permit Descriptions 34
Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary 38

Figures

Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue) 3
Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente) 8

Tables

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County 4
Table 2: Allowed and Prohibited Discharges 6
Table 3: Physical / Vegetative Stabilization BMPs 11
Table 4: Concentrated Flow Erosion Control BMPs 13
Table 5: Perimeter / Linear Control BMPs 14
Table 6: Storm Drain Inlet Protection BMPs 15
Table 7: Sediment Capture BMPs 16
Table 8: Street Cleaning BMPs 17
Table 9: Wind Erosion Control BMPs 17
Table 10: Tracking Control BMPs 18
Table 11: Non-Stormwater Management BMPs 19
Table 12: Materials Pollution Management BMPs 21
Table 13: Waste Management BMPs 22

1 Introduction and Overview

1.1 Introduction

This Construction Runoff Guidance Manual (Manual) is intended to enable applicants for building or grading permits to understand and comply with the regulatory requirements for creek, river, stream and coastal water protection during the construction phase of new development and significant redevelopment projects. Project owners and developers should be able to use this Manual as a guide to understand which permits and ordinances apply to their construction project. Contractors should be able to use this Manual as a guide to the Best Management Practices (BMPs) typically needed to be implemented at a construction site to ensure compliance with the Construction General Permit (CGP) and local ordinances.

1.2 Overview

The goal of this Manual is to provide useful, succinct information to enable contractors to control pollutant discharges from construction sites. Activities and materials used on a construction site may be a source of pollutants, including but not limited to sediment, concrete and grout; paints, lacquers, and primers; herbicides and pesticides; soaps and detergents; wood preservatives; equipment fuels, lubricants, coolants, and hydraulic fluids; and cleaning solvents. Water from construction sites can be a major transporter of these pollutants, which can leak from heavy equipment, be spilled, or can be eroded by rain from exposed soil or stockpiles. Once released, they can be transported into the receiving waters of the County of Orange (Orange County or "the County"), where they may enter aquatic food chains and cause fish toxicity problems, contribute to algal blooms, impair recreational uses, and degrade drinking water sources.

2 Regulatory Requirements

2.1 State and Regional Permit Requirements

Construction activity in Orange County is subject to regulation by both the Santa Ana and the San Diego Regional Water Quality Control Boards (Regional Boards or RWQCBs). The Regional Boards are responsible for implementing the Clean Water Act and the California Porter-Cologne Act. The boundary between the two Regional Board jurisdictions approximately follows El Toro Road in Lake Forest, separating the Santa Ana Region (Regional Board 8 or RB8) (north of El Toro Road) from the San Diego Region (Regional Board 9 or RB9) (south of El Toro Road). While some of the permits listed in Table 1 are issued statewide by the State Water Resources Control Board (State Board or SWRCB) and implemented throughout the state by the Regional Boards, other permits, like dewatering or de minimus permits, are issued and implemented on a Region-by-Region basis. Additionally, the Regional Boards issue Municipal Separate Storm Sewer System (MS4) Permits to the County and cities, which include additional requirements for managing construction sites.

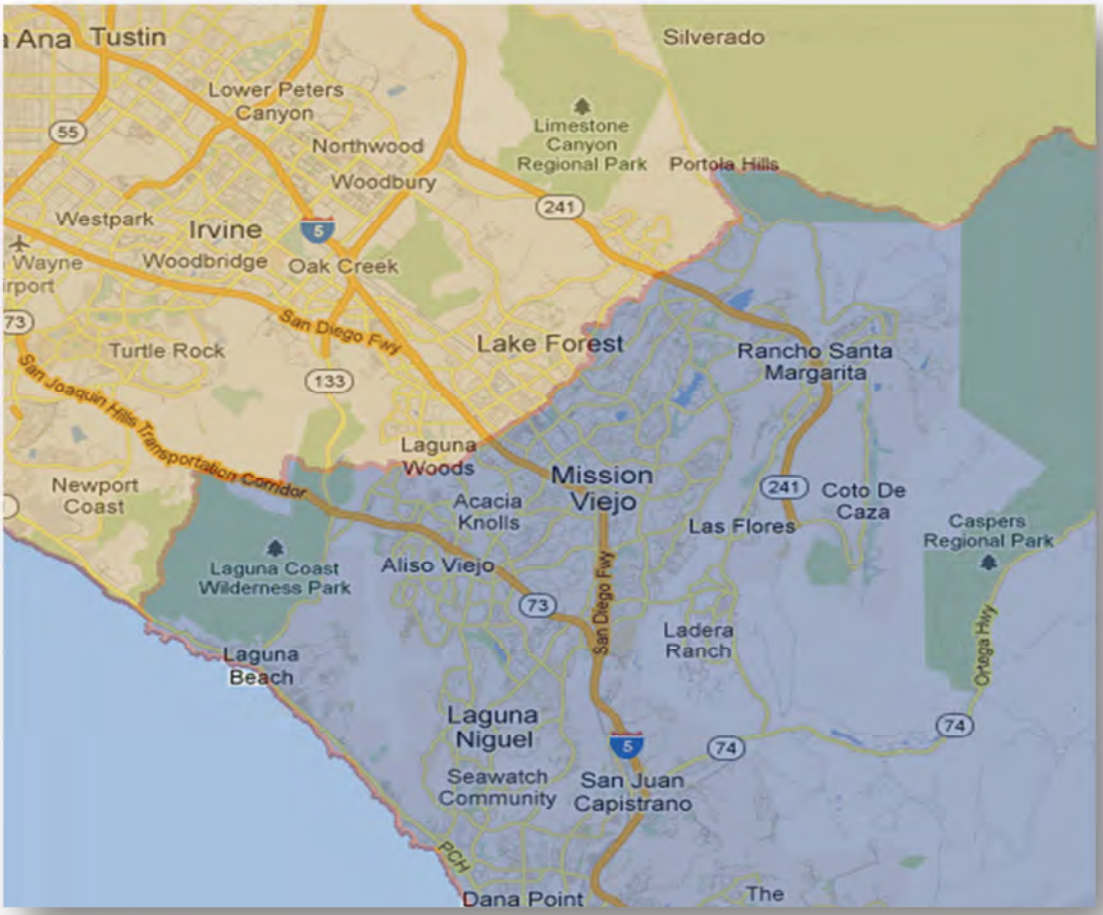


Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)

Table 1 includes a list of all State or Regional permits related to runoff water quality that may apply to construction projects in Orange County. To determine which, if any, of these permits affect your construction project, go to Appendix A and follow the three flow charts. Appendix B includes a brief summary of each permit shown in Table 1. A list of web links for each permit is included in the Reference section at the end of this Manual.

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County

	Order Number / NPDES Number	Permit Name	Affected Area
CGP	2009-0009-DWQ/ CAS000002	National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	Statewide
MS4	R8-2009-0030/ CAS618030	Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region (MS4 Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2009-0002/ CAS0108740	Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated Cities of Orange County, and The Orange County Flood Control District Within the San Diego Region (MS4 Permit for San Diego Region)	San Diego Region within Orange County
Discharge To Land	2003-0003-DWQ	Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality (WDR for Discharge to Land)	Statewide
Groundwater Dewatering	R8-2007-0041/ CAG918002	General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts (Dewatering Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2008-0002/ CAG919002	Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay (Dewatering Permit outside of San Diego Bay for San Diego Region)	San Diego Region within Orange County
Potable Water	R8-2009-0003/ CAG998001	General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality (De Minimus WDRs for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2010-0003/ CAG679011	General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region (Potable Water WDRs for San Diego Region)	San Diego Region within Orange County

In 2009, the SWRCB adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP). The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by the County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

More details regarding the CGP and other State and Regional permits can be found in Appendix A.

2.2 Local Agency Requirements

Each city, as well as the County of Orange, has a Municipal Code that establishes requirements for erosion and sediment control on grading projects. All project owners must meet the requirements of the applicable code prior to, during, and after construction. Additionally, through the MS4 Permits listed in Table 1 and described in Appendix B, each city or the County is responsible for periodic inspections of construction sites within its boundaries. (All project owners must allow city or County inspectors onto the project site for these inspections.)

2.2.1 Local Grading Code

The Grading Code sets the rules and regulations for grading operations including operations preparatory to grading on private property. In addition to other requirements, the Grading Code requires that a project owner, developer or contractor prepare erosion control plans (ECPs), obtain a grading permit, and implement and maintain erosion and sediment control BMPs. Refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal grading code.

2.2.2 Local Water Quality Ordinance

The County and cities in Orange County have adopted Water Quality Ordinances for the purpose of improving water quality and compliance with NPDES permit requirements and for the control of urban pollutants. The Water Quality Ordinances are part of their municipal codes and are, in effect, laws that contractors are required to comply with. Non stormwater discharges to the municipal storm drain system are prohibited unless covered by a discharge exception. Prohibited non-stormwater discharges include wastewater from concrete truck washing, paint equipment cleaning, spill cleanup, etc. (See Table 3). Please refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal water quality ordinance.

Table 2: Allowed and Prohibited Discharges

Allowed	Prohibited (not allowed)
▪ Discharges composed entirely of stormwater ▪ Projects permitted under the CGP may be authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: A. fire hydrant flushing, B. irrigation of vegetative erosion control measures (only in Region 8), C. pipe flushing and testing, D. water to control dust, and E. uncontaminated ground water from dewatering. Consult a construction stormwater professional to review the specific conditions. ▪ Discharges that are authorized by a De Minimus or Dewatering permit.	▪ Trash / debris / litter ▪ Concrete waste ▪ Sanitary waste ▪ Fuel or oil (Dumping, Spills, or Leaks) ▪ Non-stormwater discharges to the municipal storm drain system or receiving water (unless covered by an NPDES Permit, such as CGP or De Minimus) ▪ Projects in Region 9 permitted under the CGP are not authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: F. irrigation of vegetative erosion control measures

3 Best Management Practices (BMPs)

Best Management Practices (BMPs) collectively refer to a variety of pollution prevention controls implemented throughout the project site at various times of the project. BMPs discussed herein are specifically aimed to control pollution in stormwater runoff during the construction phase of the project. The major construction BMP categories can be broken down into

- Erosion Control (EC)
- Sediment Control (SE)
- Wind Erosion Control (WE)
- Tracking Control (TC)
- Non-Stormwater Management (NS)
- Waste Management and Materials Pollution Control (WM)

These BMPs will be discussed in detail throughout the remainder of this section. Permanent post-construction BMPs are not addressed in this document. Post construction BMP requirements are detailed in the Model Water Quality Management Plan (WQMP) as required by the MS4 Permits of either the Santa Ana Region or San Diego Region.

3.1 BMP Overview Diagram

The BMPs that are commonly used on construction sites are shown in Figure 2.

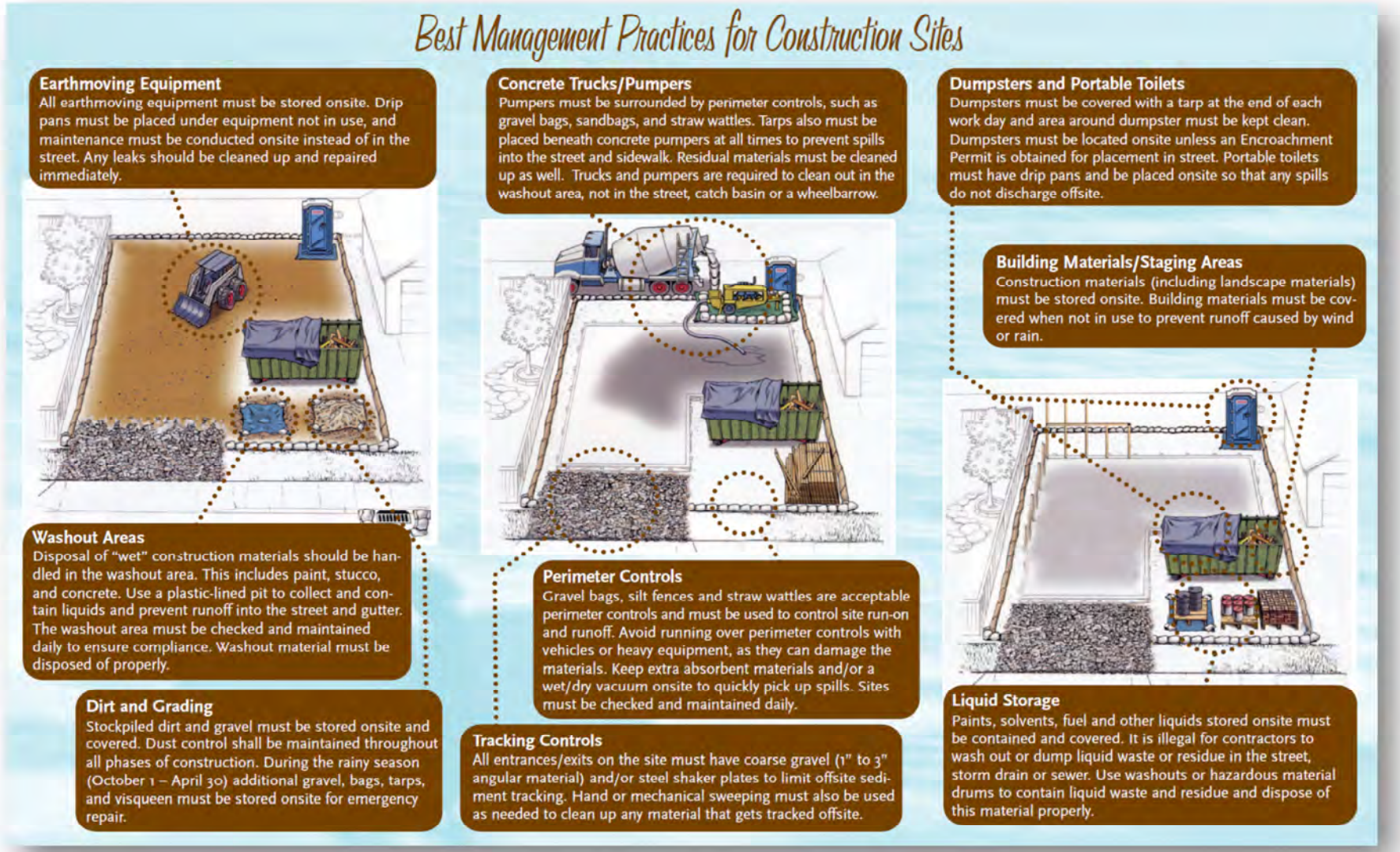


Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente)

3.2 Minimum Site BMP Requirements

The following requirements are for deployment of selected construction BMPs and apply year-round (not just during the rainy season) to all projects.

A. Pollution prevention where appropriate.

B. Development and implementation of a site specific run-off management plan.

C. Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction.

D. Minimization of exposure time of disturbed soil areas.

E. Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible.

F. Limitation of grading to a maximum disturbed area as determined by the County / city before either temporary or permanent erosion controls are implemented to prevent stormwater pollution. The County / city has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.

G. Temporary stabilization and reseeding of disturbed soil areas as rapidly as feasible.

H. Non-stormwater management measures to prevent illicit discharges and control stormwater pollution sources.

I. Erosion Control BMPs shall be implemented.

J. Wind erosion control BMPs (dust control) shall be implemented.

K. Sediment control BMPs shall be implemented at all appropriate locations along the site perimeter, at all operational storm drain inlets and at all non-active slopes.

L. Tracking control BMPs to control off-site sediment tracking shall be implemented and maintained.

M. Waste management and materials pollution control BMPs shall be implemented to prevent the contamination of stormwater by construction wastes and materials.

N. Non-stormwater BMPs shall be implemented to reduce or prevent the contamination of stormwater from construction activities.

O. Weather tracking: projects shall monitor the National Weather Service (www.weather.gov) probability of precipitation. When a rain event is predicted (forecast predicts a greater than 50% probability of precipitation), the project must be inspected and BMPs must be maintained or deployed as needed to protect the project from discharging pollutants. (CGP projects only)

P. BMP failures must be repaired or replaced with an acceptable alternate as soon as it is safe to do so. Repairs or replacements must result in an adequate BMP, or additional BMPs should be installed to provide adequate protection.

Q. Active exposed areas: Sufficient materials needed to install standby erosion and sediment control BMPs necessary to protect all active exposed areas from erosion and to reduce or prevent sediment discharges shall be stored on site. The total active exposed area shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMPs prior to a predicted rain event.

R. Inactive exposed areas: All exposed areas not being actively worked in shall be protected from erosion with temporary or permanent BMPs (erosion and sediment control). The ability to deploy standby BMP materials is not sufficient for these areas; erosion and sediment control BMPs must actually be deployed.

S. Completed areas: Areas that have already been protected from erosion using permanent erosion control BMPs (physical or vegetation) are not considered "exposed". Deployment of permanent erosion control BMPs should commence as soon as practical on completed areas.

T. Preservation of natural hydrologic features where feasible.

U. Preservation of riparian buffers and corridors where feasible.

V. Evaluation and maintenance of all BMPs, until removed.

W. Retention, reduction, and proper management of all stormwater pollutant discharges on site to the Maximum Extent Practicable (MEP) standard.

3.3 CASQA BMP Handbook

The California Stormwater Quality Association (CASQA) has prepared a handbook providing details about all of the recommended BMPs. The current version of this handbook is the CASQA Best Management Practice Handbook, Construction, 2009 Edition. A membership to CASQA can be obtained at www.casqa.org. Access to the BMP Fact Sheets referenced in this section is included with the CASQA membership. The Handbook contains six major categories of BMP fact sheets with guidelines on how to select each BMP. The six categories include: Erosion Control (EC), Sediment Control (SE), Wind Erosion Control (WE), Tracking Control (TC), Non-Stormwater Management (NS), and Waste Management and Materials Pollution Control (WM).

These categories of BMPs and their applicability are discussed in the following sections.

3.4 BMP Directory

In order to meet the requirements of the Permits and Ordinances mentioned in Section 2, BMPs must be selected, installed, and maintained properly throughout the duration of construction projects. BMPs must be discussed with all project contractors, subcontractors, and any party involved, because education is the most important BMP.

3.4.1 Erosion Control (EC)

Erosion control BMPs focus on preventing soil from being eroded by stormwater and potentially discharged from the construction site. Erosion control is more effective than sediment control for reducing sediment discharge. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common erosion control BMPs for construction projects.

Erosion prevention is to be used as the most important measure for keeping sediment on site during construction. Permanent revegetation or landscaping shall be done as early as feasible at a minimum.

Table 3: Physical / Vegetative Stabilization BMPs

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	**Description**
Scheduling	Sequencing construction activities to reduce the amount of exposed soil during seasons of higher precipitation probability. All projects should consider scheduling activities to minimize the amount of disturbed area during seasons of higher precipitation probability. Phasing can be used to maintain stabilized areas (vegetation or impervious cover) as much as possible during construction. Disturbed areas should be stabilized as soon as practical. Attempt to schedule grading outside of seasons of higher precipitation probability. Reference: CASQA EC-1, EC-2
Seeding	Applying seed to a surface with the intention of achieving vegetation which can effectively protect soils from erosion while reducing runoff by encouraging infiltration / transpiration. Seeding is effective for temporary and permanent stabilization of slopes, stock piles, and other disturbed soils. Seeds can be combined with mulch and water then sprayed onto surfaces (also referred to as hydro seeding) for immediate erosion protection. Without combining or covering seeds with mulch seeds will be susceptible to erosion until vegetation has sufficiently established. Supplemental irrigation may be required to establish vegetation. Scarifying surfaces prior to seed application can increase its effectiveness. Reference: CASQA EC-4
Soil Binders	Spraying a liquid compound to disturbed soils to bind and stabilize the soil surface (forming a crust). This process reduces the potential for wind and water erosion. Examples include: guar, psyllium, starch, gypsum, pitch and rosin emulsion, polymers, and acrylates. Soil binders are effective for temporary stabilization of slopes, stockpiles, and other disturbed areas. Soil binders need time to cure and should not be applied less than 24 hours before predicted precipitation. The specific soil binder selected depends on the type of soil. Soil binders must be non-toxic and environmentally benign. Soil binders will need to be reapplied as needed based on the specific soil binder and visual inspection. Soil binders are much less effective in areas that receive traffic. Reference: CASQA EC-5
Mulching	Covering disturbed soils with a fibrous wood, straw, or similar material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Mulching is effective for temporary stabilization of slopes, stock piles, and other disturbed soils. Mulch materials can be combined with water then sprayed onto surfaces (also referred to as hydraulic mulch) for increased wind erosion protection. Typically, mulch must be reapplied every 6 to 12 months. Soil roughening prior to mulch application can increase its effectiveness. Reference: CASQA EC-3, EC-6, EC-8
Geotextiles and Mats	Covering disturbed soils with a natural or synthetic blanket or mat. This process greatly reduces the potential for wind and water erosion. Some rolls and mats physically hold the soil in place. Example include: geotextiles, plastic covers, rolled erosion control blankets / mats, straw / mulch blanket, coconut fiber blanket, and plastic netting. Geotextiles and mats are effective for temporary stabilization of steep slopes with high erosion potential, stockpiles, and channels that will be vegetated. Geotextiles and mats are more expensive than other erosion control BMPs. Materials may need to be removed prior to final stabilization. Mats / blankets are most effective when in direct contact with the soil; do not roughen soil or leave significant rocks / roots. Mats / blankets typically require an anchoring mechanism to hold them in place. Mats / blankets should be laid parallel to the

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	**Description**
	direction of flow. Mats / blankets should allow water to flow on top of them and not below which would cause the soil to wash out. Reference: CASQA EC-7
Non-Vegetative Stabilization	Covering disturbed soils with a non-vegetative material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Examples include: decomposed granite, gravel, and rock slope protection. Other non-vegetative stabilization is effective for temporary and permanent stabilization of areas with heavy vehicular or pedestrian traffic or areas where a vegetative cover is infeasible. Other non-vegetative stabilization is intended to be used in combination with additional erosion control and sediment control BMPs. If used for permanent stabilization, periodic inspection and maintenance may be required. Material should be selected based on the slope and use of the area. Reference: CASQA EC-16 and Caltrans Standard Specifications May 2006 Section 72-2.

Table 4: Concentrated Flow Erosion Control BMPs

Concentrated Flow Erosion Control: Reducing concentrated flow velocity or protecting concentrated flow paths to prevent erosion.	
Type	**Description**
Dikes, Swales, and Slope Drains	Grading and compacting soil or installing pipe to control / divert / direct runoff. Dikes, swales, and slope drains can be combined to safely convey runoff down a slope, direct runoff to a stabilized channel, reduce potential for flooding, direct runoff to sediment traps / basins. Dikes, swales, and pipes that are used to direct runoff must be properly sized based on the specific application. Typically, slope drains require energy dissipation. Monitor swales and dikes for erosion or accumulation of sediment or debris. Swale and dike slopes should be 2:1 or less. Use vegetation, geotextiles, or mats to stabilize swales. Temporary devices must be removed. Reference: CASQA EC-9, EC-11
Energy Dissipation	Placing rock, riprap, or similar material to reduce erosion from concentrated, high velocity flows. Energy dissipation is effective at pipe outlets, channel linings, and transitions from stabilized to un-stabilized conveyances. Line the area with filter fabric prior to placing rock or riprap. Accumulated sediment may be difficult to remove from energy dissipation area. For pipe outfalls the size of the energy dissipation area will increase with flow rate and/or pipe size. Temporary devices must be removed. Reference: CASQA EC-10, EC-12
Soil Roughening	Mechanically roughening soil (track walking or imprinting) to prepare soil for additional BMPs or create small terraces to break up sheet flow. Soil roughening can be applied to slopes, stockpiles, basins, and other disturbed soil areas. Soil roughening is intended to be used in combination with additional erosion control and sediment control BMPs. A common implementation method is to drive heavy equipment with its treads parallel to the contours of the slope. For long slopes additional terracing may be required. Reference: CASQA EC-15

3.4.2 Sediment Control (SE)

Sediment control BMPs focus on preventing eroded soil from being discharged from the construction site. The demand placed on sediment control BMPs is dependent upon the effectiveness of the erosion control BMPs. More robust erosion controls will reduce the need for sediment controls and vice versa. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common sediment control BMPs for construction projects.

At a minimum, sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction, and slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season.

Table 5: Perimeter / Linear Control BMPs

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	**Description**
Linear Sediment Controls	Installing sediment control BMPs along contours to reduce runoff velocity, remove sediment, and discourage rill erosion. Examples include: fiber rolls, sand / gravel bags, and straw bales. Linear sediment controls are effective parallel to contours on the face of slopes and at the top and toe of slopes. Linear sediment controls are typically implemented temporarily until slope is stabilized. Straw bales must be anchored and should not be used on the face of slopes. Fiber rolls must be trenched and staked during installation. For Risk Level / LUP Type 2 and 3 projects, the CGP specifies minimum uninterrupted sheet flow lengths for slopes to be 20 feet for slopes under 25%, 15 feet for slopes 25-50%, and 10 feet for slopes over 50%. Reference: CASQA SE-5, SE-6, SE-8, SE-9, SE-14
Perimeter Controls	Installing a barrier to prevent sediment discharges by controlling run-on and run-off around the perimeter of the construction site or limits of grading. Examples include: silt fence, fiber rolls, sand / gravel bags, and straw bales. Perimeter controls are effective when implemented around the perimeter of the construction site or limits of grading. Perimeter controls are not effective when used in a concentrated flow path. Silt fence and fiber rolls require proper installation which includes trenching and staking. Typically, perimeter controls should be installed prior to grading and remain functional until final stabilization is achieved. Maintenance of perimeter controls must be performed as needed. Perimeter controls are a minimum BMP requirement of the CGP. Reference: CASQA SE-1, SE-5, SE-6, SE-8, SE-14

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	**Description**

Table 6: Storm Drain Inlet Protection BMPs

Storm Drain Inlet Protection: Ponding and/or filtering stormwater to remove pollutants (primarily sediment) from entering the storm drain system.	
Type	**Description**
Storm Drain Inlet Protection	Filtering or ponding of stormwater before it enters a storm drain inlet to reduce the amount of sediment that discharges. Storm drain inlet protection should be implemented at every storm drain inlet that receives runoff from active construction areas. Ponding of sediment laden stormwater can provide the best results if the ponding capacity is appropriate for the tributary drainage area. Ponding may be limited by street traffic constraints. Other sediment controls such as check dams should be used upstream to reduce the amount of sediment that reaches the storm drain inlet protection. After a storm sediment that has settled must be cleaned up. Reference: CASQA SE-10, SE-14.

Table 7: Sediment Capture BMPs

Sediment Capture: Capturing sediment in channelized stormwater to reduce sediment discharge.	
Type	**Description**
Sediment Trap / Basin	Constructing a temporary containment area to detain runoff to allow for deposition of sediment prior to stormwater discharge. Sediments traps / basins are effective when implemented within the downstream section of a construction site or at discharge points. Sediment traps can be effectively implemented throughout a large construction site. Sediment basins can efficiently be developed at locations where future post-construction basins will be utilized. Sediment traps should only be used for tributary drainage areas below 5 acres. Sediment basins should be used for tributary drainage areas between 5 and 75 acres. Sediment traps / basins can be large and may not be suitable for small construction projects. Sediment traps / basins should be sized by a Registered Civil Engineer to ensure they have sufficient capacity. Sediment traps / basins should not hold water for longer than 72 hours. Local agencies may have stricter vector control and child safety fence requirements. Typically dikes, swales, or piping are required to direct runoff to traps / basins. Reference: CASQA SE-2, SE-3
Check Dams	Constructing small barriers along a swale or channel to reduce channel erosion and allow for deposition of sediment. Check dams are effective for sediment control within un-stabilized concentrated flow paths on the construction site such as swales, ditches, or channels. Typically, check dams are constructed of rock, sand / gravel bags or fiber rolls. Effective check dams will collect sediment behind each check dam which must be removed regularly to maintain the performance of the check dam. Check dams should not be constructed with straw bales or silt fence. Reference: CASQA SE-4, SE-5, SE-6, SE-8

Table 8: Street Cleaning BMPs

Street Cleaning: Cleaning streets and other paved areas that have collected sediment and/or debris to prevent it from entering the storm drain system.	
Type	**Description**
Street Sweeping and Vacuuming	Cleaning sediment from streets and roadways to reduce the potential discharge to storm drain inlets or receiving waters. Sweeping and vacuuming should be implemented on all paved areas within and adjacent to construction sites. Inspect and maintain areas subject to sediment tracking on a daily basis. Utilize methods that collect and remove sediment instead of methods that simply spread the sediment around. Reference: CASQA SE-7

3.4.3 Wind Erosion Control (WE)

Wind Erosion Control is any practice that protects the soil surface and prevents the soil particles from being detached by wind. Wind Erosion Control is also referred to as dust control.

Table 9: Wind Erosion Control BMPs

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	**Description**
Wind Erosion Control	Preventing wind from causing erosion or dust. Examples include: wet suppression, chemical dust suppression, covering exposed sediment, and minimizing disturbed area though scheduling. Wind erosion control should be implemented at every construction project throughout all disturbed areas. Wet suppression is sufficient for most projects if implemented regularly. Other requirements (Clean Air Act, Air Quality Management Districts, etc.) typically address wind erosion control. Chemical dust suppression should only be implemented when it will have no negative environmental impacts. Reference: CASQA WE-1

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	**Description**

3.4.4 Tracking Control (TC)

Tracking Control is any practice that prevents or reduces the amount of sediment that is tracked to paved areas from unpaved areas by vehicles or construction equipment.

Table 10: Tracking Control BMPs

Tracking Control: Reducing the amount of sediment that leaves the site from vehicles and construction equipment.	
Type	**Description**
Stabilized Construction Entrance / Exit	Constructing a stabilized surface where sediment can be dislodged from vehicle and equipment tires before being tracked onto off-site paved roads. Stabilized construction entrance / exits should be implemented at every construction project to prevent sediment tracking from the site. Stabilized construction entrances / exits should be 50 feet or more in length. The most common method is to place 3-6 inch rock at least 1 foot high over filter fabric. Additional rock may need to be added as sediment accumulates. Rumble plates can be added for additional sediment removal. Tracking controls are a minimum BMP requirement of the CGP. Reference: CASQA TC-1

3.4.5 Non-Stormwater Management (NS)

Non-stormwater management is any practice that limits or reduces potential pollutants at their source before they are exposed to stormwater. Non-stormwater management typically involves day-to-day operations of the construction site and is usually under the control of the contractor. Non-stormwater management is often referred to as good housekeeping practices.

Table 11: Non-Stormwater Management BMPs

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	**Description**
Vehicle and Equipment Pollution Prevention	Preventing, containing, and disposing of pollutants from cleaning, fueling, and maintaining vehicles and equipment. Vehicle and equipment pollution prevention should occur at every construction project that cleans, fuels, or maintains vehicles or equipment. All cleaning, fueling, and maintenance performed on the site should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Avoid "topping-off" of fuel tanks. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Use drip pans or a secondary containment area for fueling and maintenance. Inspect for equipment leaks daily. Prevent wash water from entering storm drain system. Reference: CASQA NS-8, NS-9, NS-10
Dewatering Operations	Managing and/or treating the discharge of accumulated stormwater or non-stormwater (groundwater or water used during construction activities) to prevent unauthorized discharge. Dewatering operations should be implemented for any discharge of accumulated stormwater or non-stormwater. Primary concern with accumulated stormwater is sediment. Common methods for reducing sediment from a discharge are sediment traps / basins, weir tanks, dewatering tanks, filter bags / socks, media / cartridge filters. Risk Level and LUP Type 2 and 3 projects must sample accumulated stormwater discharge. As an alternative, accumulated stormwater can be pumped to another area on the site for infiltration to eliminate the need to discharge. Non-stormwater discharges typically require a separate discharge permit. An example of a dewatering filter bag for stormwater dewatering discharges is provided below. Reference:

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	**Description**
	CASQA NS-2
Paving and Grinding Operations	Managing paving and grinding operations to reduce the potential for pollutant discharge. Paving and grinding operations should be implemented at every construction project that involves paving, resurfacing, of saw cutting. Avoid paving operations when rain is forecasted. Grindings, saw-cutting slurry, and waste / debris must be collected and recycled or properly disposed of; none of this should be allowed to enter the storm drain system. Do not apply seal coat, tack coat, slurry seal, or fog seal if rain is forecasted within the curing period. Reference: CASQA NS-3

3.4.6 Waste Management and Materials Pollution Control (WM)

Waste management and materials pollution control are practices that limit or reduce or prevent the contamination of stormwater by construction wastes and materials. Potential wastes include solid, sanitary, concrete, hazardous, and equipment-related. Waste management and materials pollution control is also often referred to as good housekeeping practices.

Table 12: Materials Pollution Management BMPs

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Stockpile Management	Covering or stabilizing stockpiles and providing sediment controls around the perimeter of stockpiles. Stockpile management should occur at every required stockpile within a construction project. Require stockpiles include those of soil, sand, PCC or AC rubble, cold mix asphalt, aggregate base or sub base, and treated wood. Stockpile management is effective against stormwater and wind erosion. All stockpiles can be covered with plastic or similar material. Alternatively, soil stockpiles may be protected with an erosion control (stabilization) practice. Raw materials such as cold mix treated wood should also be placed on top of plastic. Typical sediment controls placed around the perimeter of stockpiles are fiber rolls, silt fence, and sand / gravel bags. All stockpiles should be placed at least 50 feet away from downstream storm drain facilities. Reference: CASQA WM-3, SE-1, SE-5, SE-6, SE-8

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Material Delivery, Storage, and Use	Preventing and containing pollutant discharges from materials that are delivered, stored, and used on-site. Materials of concern include: petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, and other hazardous chemicals. Material delivery, storage, and use management should occur at every location of a construction project where materials of concern are delivered, stored, or used. All material delivery and storage should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Minimize the quantities of materials of concern. Store materials in an enclosed area with secondary containment. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors on proper spill prevention, control, and cleanup procedures. Avoid over-application of soil binders, pesticides, herbicides, and fertilizers. Reference: CASQA WM-1, WM-2, WM-4

Table 13: Waste Management BMPs

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Spill Prevention and Control	Preventing, controlling, and cleaning up spills to reduce pollutant discharges from construction activities. Spill prevention and control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, or other hazardous chemicals. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Do not bury or wash spills away with water. Keep absorbent spill cleanup materials available; dispose of used materials properly. Report significant spills (those that cannot be contained by personnel in the immediate vicinity) to a local agency, such as the Fire Department, for cleanup assistance. Additional agencies may need to be contacted in the event of a significant spill. Reference: CASQA WM-4
Solid Waste Management	Containing and disposing of debris and non-hazardous waste to prevent it from being discharged to the storm drain system. Solid waste management and materials pollution control should occur throughout every construction project for non-hazardous

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
	construction waste and scraps, trash from employees or subcontractors, and waste generated from demolition. Waste should be collected and contained in designated areas. Avoid using waste containers that do not have lids or are not watertight. Collect and dispose of loose trash and waste weekly. Reference: CASQA WM-5
Hazardous Waste Management	Containing and disposing of hazardous waste to prevent it from being discharged to the storm drain system. Hazardous waste management and materials pollution control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, pesticides, herbicides, fertilizers, wood preservatives, or other hazardous chemicals. Train employees and subcontractors proper hazardous waste management and materials pollution control procedures. Store hazardous wastes in an enclosed area with secondary containment. Do not allow hazardous wastes to infiltrate at the site. Avoid overfilling hazardous waste containers. Hazardous wastes should be handled as required by Title 22. For projects that require demolition, lead-, cadmium-, or chromium-based paints, asbestos, and PCBs may exist and will require special treatment. All hazardous waste storage should occur in a designated area at least 50 feet away from downstream storm drain facilities. Hazardous wastes should be disposed of by a licensed hazardous waste transporter. Reference: CASQA WM-6
Concrete Waste Management	Containing and disposing of concrete waste to prevent it from being discharged to the storm drain system. Concrete Waste Management should occur at every construction project where concrete is poured, saw cut, grinded, or demolished. Inform all employees and subcontractors that washout from concrete trucks and concrete waste should be collected in concrete washout. Concrete washouts should be watertight and prevent any concrete waste from being able to discharge to the storm drain system. Avoid allowing concrete washout to become greater than 75% full. Concrete demolition debris may be stored by following the stockpile management BMP. Reference: CASQA WM-8, WM-3

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Sanitary Waste Management	Containing and disposing of sanitary waste to prevent it from being discharged to the storm drain system. Sanitary Waste Management should occur at every construction project that contains portable or permanent sanitary facilities. Avoid placing portable sanitary facilities in a concentrated flow path, such as a gutter. Use secondary containment under portable sanitary facilities. Contract a licensed sanitary and septic waste hauler to maintain portable sanitary facilities. All portable sanitary facilities should be located at least 50 feet away from downstream storm drain facilities. If a spill occurs, follow federal, state, and local regulations for containment and cleanup. Reference: CASQA WM-9

3.4.7 Inspection and Maintenance Frequency Summary

	Santa Ana Region Criteria (only one need apply)			Inspection Frequency	
				Wet Season (Oct. – Apr.)	**Dry Season (May – Sep.)**
High	All sites 20 acres and larger	Sites over 1 acre tributary to Clean Water Act Section 303(d) waters listed for sediment or turbidity impairment.	Sites tributary to and within 500 feet of an Area of Special Biological Significance (ASBS).	Monthly	Conduct at a frequency to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-stormwater discharges are prevented.
Medium	All sites between 5 to 20 acres where none of the other above criteria apply.			Twice during wet season	
Low	All sites less than 5 acres where none of the other above criteria applies.			Once during wet season	

When BMPs or BMP maintenance is deemed inadequate or out of compliance, an inspection frequency of once every week will be maintained until BMPs and BMP maintenance are brought into compliance (regardless of site prioritization).

San Diego Region Criteria (only one need apply)			Inspection Frequency	
			Wet Season (Oct. – Apr.)	**Dry Season (May – Sep.)**
All sites 30 acres or more in size with rough grading or active slopes occurring during wet season.	All sites one acre or more, and tributary to a CWA section 303(d) water body segment impaired for sediment or within or directly adjacent to, or discharging directly to, the ocean or a receiving water within an ESA.	Other sites determined by the Copermittees or the Regional Board as a significant threat to water quality.	Biweekly (Once every two weeks)	As needed during the dry season. Sites that meet any of the criteria for biweekly inspections during the wet season must be inspected at least once in August or September each year.
All sites one acre or larger where none of the above criteria apply.			Monthly	
All sites less than one acre where none of the above criteria apply.			As needed to ensure compliance with ordinances and MS4 Permit.	

Reinspection frequencies must be determined by each Copermittee based upon the severity of deficiencies, the nature of the construction activity, and the characteristics of soils and receiving water quality.

4 References

Web links to permits listed in Table 1.

- National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Order number 2009-0009-DWQ. NPDES number CAS000002.

  www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

- Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated cities of Orange County within the Santa Ana Region. Order number R8-2009-0030. NPDES number CAS618030.

  www.waterboards.ca.gov/rwqcb8/water_issues/programs/stormwater/oc_permit.shtml

- Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated cities of Orange County, and The Orange County Flood Control District Within the San Diego Region. Order number R9-2009-0002 NPDES number CAS0108740.

  www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/oc_stormwater.shtml

- Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality. Order number 2003-0003-DWQ.

  www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

- General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts. Order number R8-2007-0041. NPDES number CAG918002.

  www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2007/07_041_gen_wdr_sandiego_crk_11302007.pdf

- Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay. Order number R9-2008-0002. NPDES number CAG919002.

  www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf

- General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. Order number R8-2009-0003. NPDES number CAG998001.

  www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

- General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region. Order number R9-2010-0003. NPDES number CAG679011.

  www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/r9-2010-0003.pdf

5 Glossary

ASBS – Area of Special Biological Significance. The Water Quality Control Plan for Ocean Waters of California (California Ocean Plan) designates 35 Areas of Special Biological Significance, two of which lie within the Santa Ana Regional Board jurisdiction:

- Newport Beach Marine Life Refuge (HU801.110)
- Irvine Coast Marine Life Refuge (HU801.110)

BMP – Best Management Practices (BMPs) are activities, practices, procedures, or facilities implemented to avoid, prevent, or reduce pollution of the stormwater system and receiving waters.

Common Plan of Development – Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Any of these documents could delineate the boundaries of a common plan area. However, broad planning documents, such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Construction General Permit (CGP) – A National Pollution Discharge Elimination System (NPDES) permit (No. CAS000002) issued by the State Water Resources Control Board for the discharge of stormwater associated with construction and land disturbance activities of one acre or more (Order No. 2009-0009-DWQ).

Construction Project – any site for which building or grading permits are issued and where an activity results in the disturbance of soil such as soil movement, grading, excavation, clearing, road construction, structure construction, or structure demolition; and sites where uncovered storage of materials and wastes such as dirt, sand, or fertilizer occurs; or exterior mixing of cementaceous products such as concrete, mortar, or stucco will occur.

Demolition – an activity involving the demolishing or the destruction of a structure, facilities, or associated appurtenances.

Discharge – the release spill, leak, pump, flow, escape, leaching, dumping or disposal of any liquid, semi-solid, or solid substance.

Environmentally Sensitive Area (ESA) – includes but is not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated in the Ocean Plan as Areas of Special Biological Significance (ASBS) or by the State Water Resources Control Board (Water Quality Control Plan and amendments); water bodies designated with the RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan and amendments); areas designated as preserves or equivalent under the Natural Community Conservation Planning Program; and any areas designated as Critical Aquatic Resources (CARS) or other equivalent environmentally sensitive areas which have been identified by the County or city.

Erosion – the wearing away of the ground surface as a result of the movement of wind, water, and/or ice

Erosion Control – the activity of reducing or eliminating erosion by using a combination of Best Management Practices to protect adjacent private property, watercourses, public facilities, and receiving waters from an abnormal deposition of sediment or dust.

Erosion Control Plan – A plan (including drawings, specifications, or other requirements) detailing the methods of implementing an erosion control system.

Municipal Separate Storm Sewer System (MS4) – the street gutter, channel, storm drain, catch basin, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the County-wide stormwater runoff system and owned, operated, maintained, or controlled by the County / city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

NPDES Permit – NPDES is an acronym for National Pollution Discharge Elimination System. NPDES is the national program for administering and regulating Sections 307, 318, 402 and 405 of the Clean Water Act (CWA).

Non-stormwater – any runoff or discharge not entirely composed of stormwater.

Notice of Intent (NOI) – an application submitted by the owner / operator of a project that constitutes his intent to be authorized by an NPDES permit issued for stormwater discharges associated with the construction activity indicated.

Notice of Termination – a form to discontinue coverage under an NPDES general permit for stormwater discharges associated with industrial activity and stormwater discharges associated with construction activity.

Pollutant – any liquid, solid or semi-solid substances that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state. A more detailed definition is included in the Water Quality Ordinance. Generally, pollutants can include such items as:

- Artificial materials
- Household wastes
- Metals and Non-metals
- Petroleum and related hydrocarbons
- Animal wastes
- Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor
- Waste materials, sediment, and wastewater generated by construction sites and construction activities
- Pollutants defined by the Federal Clean Water Act
- Other constituents or materials, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials.

Post-Construction BMPs – Structural and non-structural controls which detain, retain, or filter the release of pollutants to receiving waters after construction is complete and final stabilization is attained.

Qualified SWPPP Developer (QSD) – Individual who is authorized per the requirements of Order No. 2009-0009-DWQ to develop and revise SWPPP's.

Qualified SWPPP Practitioner (QSP) – Individual assigned responsibility by the owner for non-stormwater and stormwater visual observations, sampling and analysis, and responsibility to ensure full compliance with the Construction General Permit and implementation of all elements of the SWPPP, including the preparation of the annual compliance evaluation and the elimination of all unauthorized discharges.

RARE – Rare, Threatened, or Endangered Species (RARE) Uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

Receiving Water – A river, lake, ocean, stream, or other watercourse identified in the Basin Plan into which waters may be discharged.

Regional Board – Regional Water Quality Control Boards administer water quality requirements within a watershed region. There are nine Regional Boards under the SWRCB. The SWRCB is one of five branches of the California Environmental Protection Agency The San Diego Regional Board and the Santa Ana Regional Board have jurisdiction in Orange County.

Runoff – Water originating from rainfall, melted snow, and other sources (e.g., sprinkler irrigation) that flows over the land surface to receiving waters.

Run-on – Off site stormwater surface flow which enters your site.

Scour – The erosive and digging action in a watercourse caused by flowing water.

Secondary Containment – Structures, usually dikes, berms, or large containers, surrounding tanks or other storage containers, designed to catch spilled material to prevent it from being discharged.

Sediment – Solid particulate matter, both mineral and organic that comes from the weathering of rock.

Sedimentation – The process of depositing soil particles, clays, sands, or other sediments that were picked up by runoff.

Sheet Flow – Flow of water that occurs overland in areas where there are no defined channels where the water spreads out over a large area at a uniform depth.

Storm Drains – Above- and below-ground structures for transporting stormwater to streams or outfall for flood control purposes.

Stormwater – Urban runoff and snowmelt runoff consisting only of those discharges, which originate from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) – Document required by the General Construction Permit to be developed and implemented by construction sites with 1 acre or greater of soil disturbance, or less than 1 acre but part of a greater common plan of development. The SWPPP emphasizes the use of appropriately selected, correctly installed, and maintained

pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs that can effectively address source control of pollutants during changing construction activities.

State Water Resources Control Board (SWRCB) – California agency that implements and enforces water quality and NPDES permit requirements and oversees the Regional Boards.

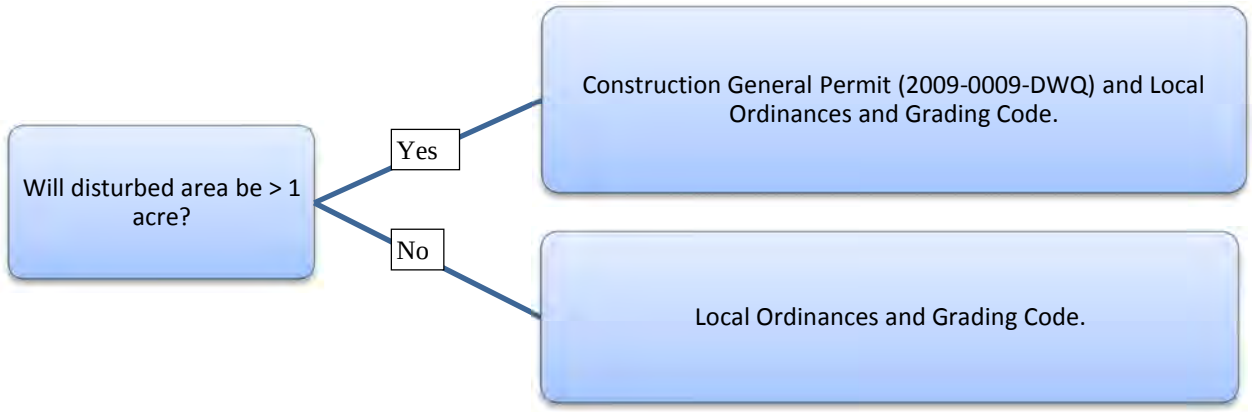
Waste Discharge Identification (WDID) Number – an identification number assigned by the State Water Resources Control Board upon receipt of a complete NOI.

Appendix A: Permit Determination Flowcharts

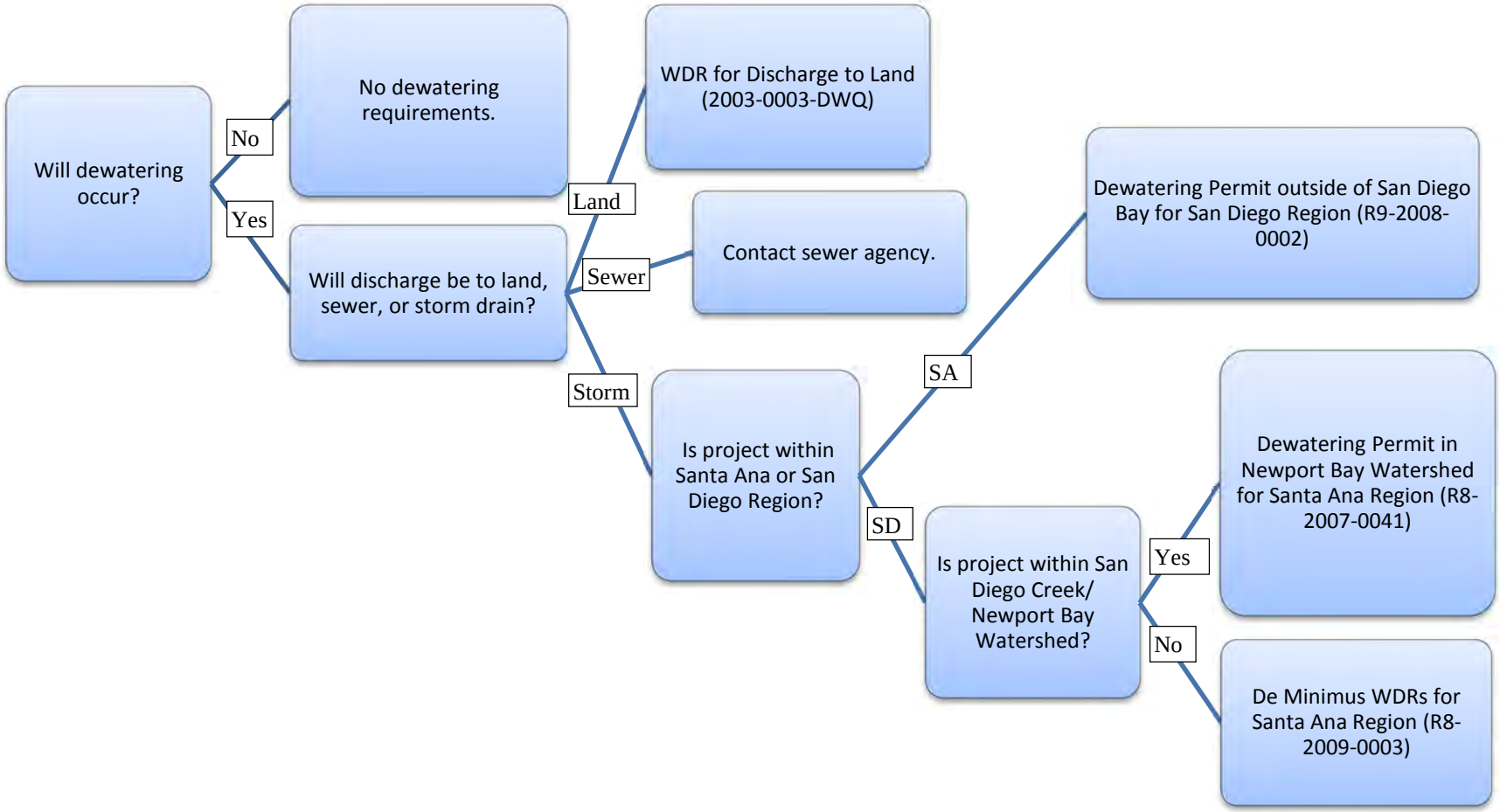
This appendix includes flowcharts for project owners or developers to quickly determine which permits are required for a particular project and a short description of each permit. For each project, follow the questions in each of the three flow charts to determine construction permitting and site management requirements. For example if a project is less than an acre, but requires dewatering, the reader should quickly understand that the CGP does not apply to them, but that they need to read more about dewatering permits.

To use this appendix, follow Steps 1-3 for each project. After following the steps, refer to Sections 2.1 and 2.2 for details on the specific permits and ordinances that may affect your project.

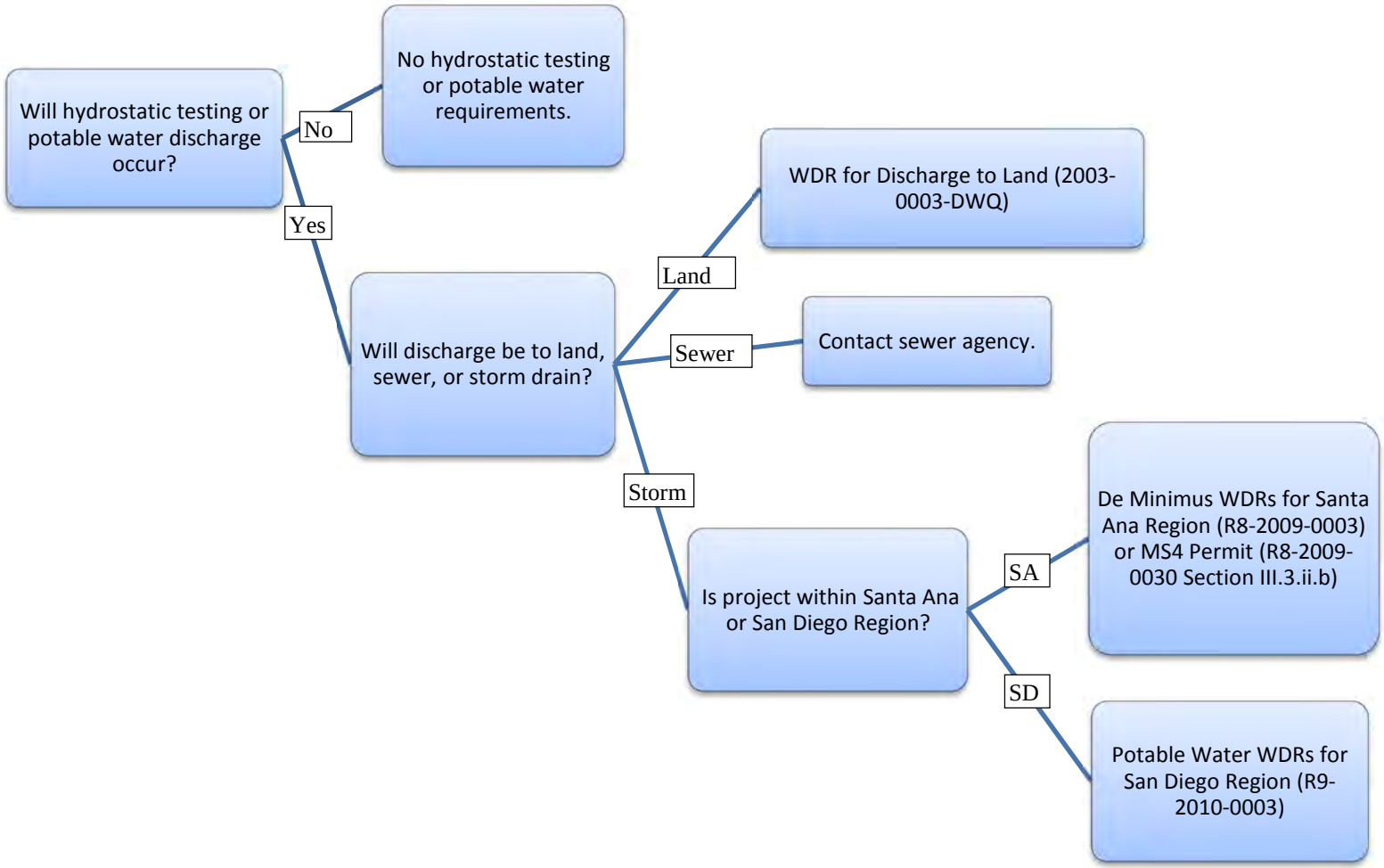
Step 1: Project Size



Step 2: Dewatering



Step 3: Hydrostatic Testing or Potable Discharge



Appendix B: Permit Descriptions

1. Construction General Permit (2009-0009-DWQ / CAS000002)

Note: This Section applies only to projects with greater than or equal to one acre of disturbed area.

In 2009, the State Water Resources Control Board (SWRCB) adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP).

The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

The following briefly summarizes the process for a construction project that is subject to the CGP:

- The project owner, Legally Responsible Person (LRP), is responsible for obtaining CGP coverage. Permit coverage is obtained by preparing and certifying the Permit Registration Documents (PRDs). PRDs must be uploaded and certified by the LRP in the SWRCB Storm Water Multi Application Report Tracking System (SMARTS, https: / / smarts.waterboards.ca.gov /).
- Each project subject to the CGP requires the services of a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). These titles are defined in the CGP, Section VII.
- Each year an Annual Report must be submitted and certified in SMARTS. The reporting period is from August 1 to June 30 and Annual Reports are due on September 1.
- After construction is completed and the site fully complies with the final stabilization requirements of the CGP, the owner must terminate permit coverage through SMARTS.

2. MS4 Permit for Santa Ana Region (R8-2009-0030 / CAS618030)

In 2009, the Santa Ana Regional Board issued its fourth term MS4 permit, Order No. R8-2009-0030. This permit regulates stormwater discharge from municipal storm drain systems. The permit is issued to the County of Orange and the cities within the Santa Ana Region boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best

Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

3. MS4 Permit for San Diego Region (R9-2009-0002 / CAS0108740)

In 2009, the San Diego Regional Board issued its fourth term NPDES permit, Order No. R9-2009-0002. This permit regulates stormwater discharge from municipal storm drain systems. The permits issued to the County of Orange and the cities within the San Diego Region Boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

4. WDRs for Discharge to Land (2003-0003-DWQ)

This permit, Order No. 2003-0003-DWQ, applies to projects that discharge to land where the discharge has a low threat to water quality. These are typically low volume discharges with minimal pollutant concentrations. The primary difference between this permit and the permits described in herein is the destination of the water. This permit regulates discharges to land, while the following two sections discuss discharges to storm drains or receiving waters. For instance, if a dewatering discharge will be piped to an infiltration basin during construction, this permit should be used.

5. De Minimus WDRs for Santa Ana Region (R8-2007-0041 / CAG918002 and R8-2009-0003 / CAG998001)

There are two permits within the Santa Ana Region that regulate dewatering discharges to a storm drain or receiving water. Order No. R8-2007-0041, NPDES No. CAG918002, regulates dewatering discharges in the San Diego Creek / Newport Bay watershed. And, Order No. R8-2009-0003, NPDES No. CAG998001, amended by R8-2012-0062, regulates dewatering discharges for the Santa Ana Region. Refer to the permit text for specific circumstances allowing projects to be covered under the region-wide permit even though it is located within the San Diego Creek / Newport Bay watershed.

Dischargers subject to the San Diego Creek / Newport Bay Permit (Order No. R8-2007-0041) formed a Working Group and funded the development of a Work Plan to develop a management plan for nitrate and selenium discharges to surface waters that result from groundwater-related inflows. If those entities that participate in the Working Group (refer to Order for enrollees list), can demonstrate that compliance with the numeric selenium effluent limitations identified in the Order is infeasible, the groundwater-related discharge is allowed provided that the Working Group implements the Work Plan in a timely manner and that the discharger fulfills its financial and participatory requirements established by the Group. For dischargers who are not participating in the Working Group and cannot comply with the numeric effluent limitations, the discharger must either not proceed with the planned discharge or must identify and participate in a program that assures that selenium discharges in excess of those allowed by the Order are offset on at least a one-to-one basis.

To obtain coverage under either of these permits, the general guidelines below should be followed:

Existing Dischargers

1. Submit an updated Notice of Intent (NOI) to continue discharging; and
2. A copy of the current Monitoring and Reporting Program along with any proposed treatment modifications.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the Nitrogen and Selenium Management Program (NSMP).

New Dischargers

At least 45 days (180 days if applying under Order No. R8-2007-0041) before the start of a new discharge, the Discharger needs to submit an application for coverage and obtain a letter of authorization from the Executive Officer for the dewatering discharge. The application needs to include:

1. A Notice of Intent (NOI) to be covered under the Order.
2. A site characterization study that identifies the presence of contaminated groundwater onsite (constituents of concern listed with the Orders), its properties, and a three-dimensional assessment of the extent of concentration of contaminants in the subsurface; which includes a description of the geologic and hydrologic factors that control the migration of the contaminants; and, if adjacent to a contaminated site, the Discharger has to evaluate the depth and flow rate of the extraction as well as the possibility of extracting the contaminated groundwater from the adjacent site.
3. A report including the following:
    a. A list of constituents and the discharge concentration of each constituent from each source (See the Order for constituent of concern); and for coverage under Order No. R8-2007-0041 only, a chemical analysis of the untreated groundwater for organic pollutants using EPA method 8260B (See the Order for specific constituent testing and reporting requirements);
    b. Estimated average and maximum daily flow rates in million gallons per day (mgd), the frequency and the expected start date and duration of the discharges;
    c. Proposed discharge location(s) and the latitude and longitude of each discharge point;
    d. A description of the proposed treatment system (if applicable);
    e. The affected receiving water and a map showing the path from the point of initial discharge to the ultimate receiving water; and
4. Any other information deemed necessary by the Regional Board Executive Officer.

It should be noted that coverage under Order No. R8-2007-0041 requires several extra steps and it is highly recommended to review those requirements within the Order. Some of those additional items are:

1. An evaluation of selenium and nitrogen concentrations and the feasibility of meeting the numeric effluent limitations specified in the Order. The conclusion of which has varying impacts on coverage as specified in the Order;
2. A fixed hardness value for sites polluted with metals needs to be submitted for approval by the Regional Executive Officer as outlined in the Order; and
3. A description of run-on, interception and diversion of runoff.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the NSMP.

6. Dewatering Permit Outside of San Diego Bay for San Diego Region (R9-2008-0002 / CAG919002)

This permit, Order No. R9-2008-0002, applies to discharges of extracted groundwater to receiving waters or storm drains within the San Diego Regional Board jurisdiction (South of El Toro Road). To qualify for this permit, a laboratory analysis of the groundwater must show that the water quality is within the limits set by the permit. The permit requires sampling and analysis of dewatering discharges, and reporting to the Regional Board on a periodic basis.

7. Potable Water Discharges in Santa Ana Region (R8-2009-0003 / CAG998001)

The permit identified in Section 2. 1 for de minimus discharges, Order No. 2009-0003, is also the permit that applies to discharges of potable water during construction. This may include discharges of hydrostatic test water for pipes or tanks.

8. Potable Water Discharges in San Diego Region (R9-2010-0003 / CAG679011)

This permit, Order No. R9-2010-0003, regulates discharges of hydrostatic test water and/or potable water to storm drains or receiving waters in the San Diego Region, to all receiving waters except for San Diego Bay and its tributaries. Activities covered may include discharge from testing, repair and maintenance of pipelines, tanks and vessels dedicated to drinking water purveyance.

Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary

Background

The County of Orange conducted a field evaluation of five erosion control BMPs to evaluate their effectiveness in the field. A full copy of the Erosion Control Best Management Practices Field Evaluation (Study) may be found on the OC Watersheds website (http: / / www.ocwatersheds.com / documents / OCErosionControl_FINALReportJan07II.pdf), and a brief summary of the Study is provided here. The Study included development of a study plan, selection of an appropriate test site with soils and slopes commonly found in Orange County, selection of erosion controls for evaluation, study implementation, monitoring and maintenance of the test plots.

BMPs Selected

Four erosion control BMPs were selected for the Study:

- UltraTack- UltraTack is a low molecular weight polyacrylamide product. UltraTack is a spray on binder or tackifier, and is nontoxic to plant and animal life. UltraTack must be applied 24 hours prior to a storm event, and must be reapplied as needed, but generally every three months at a minimum.
- EarthGuard – EarthGuard is a high molecular weight polyacrylamide product. Earth Guard is a spray on binder and is nontoxic to plant and animal life. It is effective immediately, even when applied during a rain event, and may provide erosion control for up to three months.
- EarthGuard Fiber Matrix (recycled paper mulch and wood fiber mulch) – This BMP combines Earth Guard and fiber to form a matrix that provides erosion control for a full rainy season. The binder plus fiber harden after application to form a crust that protects soil from raindrop impact. Two types of EarthGuard fiber mulch were used; one consisting of 100% recycled paper mulch, and the other wood fiber mulch.
- Landscaping Mulch – The wood mulch tested for this study was a typical landscaping mulch made of shredded wood mulch and bark. Wood mulch helps reduce soil erosion by protecting bare soil from rainfall impact, increasing infiltration and reducing runoff.

Test Plots

A total of fifteen test plots were used in the Study, three for each of the BMPs selected. Each BMP was tested on a slope of 2% (flat slope), 5% (mild slope) and 50%. Each test plot was approximately 25 feet by 100 feet, with flow in the long direction.

Test Period

Each of the test plots was observed over the course of the 2004-2005 wet season. Observations of the performance of each type of control were made before and after forecast events, as well as once per month. The condition of each test plot and the location and mechanism of any failures were documented, along with evidence of erosion and unraveling of erosion control materials.

Findings

The 2004-2005 water year was one of the wettest on record, with the Study site receiving over twice the normal amount of precipitation for the area. The relative performance of the selected erosion controls was evaluated qualitatively using the results of the visual monitoring. BMPs were considered to have "failed" when rilling or similar evidence of erosion became visually apparent. In general, the hydro mulches outperformed the binders; whereas landscape mulch performed best on all slopes. The binders and hydro mulches did not hinder growth of volunteer vegetation. Although seed mix was not added to the controls, new vegetation was observed on all test plots except for the landscape mulch.

Recommendations

The Study provides erosion control recommendations based on the findings of the Study (see **Table C-1**). These recommendations are based on appropriate slope, application rate, duration of effectiveness, application methods, inspection requirements and costs

Table C-1: Recommendations from the Erosion Control Best Management Practices Field Evaluation

EC Control	Amount Rain / Duration[1]		Appropriate Site Applications	Application Methods	Inspection Requirements	Costs
	Flat Area (< 5%)	Slope Area (> 5%)				
PAM (low weight)	1"; 1 storm	Not recommended	Temporary, single storm event; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	$1.30 – $5.50 / lb (material cost only)
PAM (high weight)	< 2"; 2+storm	1"; 2+ storm	Temporary, two storm events; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	$1.30 – $5.50 / lb (material cost only)
Wood Hydro-mulch[2]	<12"; 1 season	<12"; 1 season	Steep slopes, steeper than 3:1; high erosion potential slopes; slopes where anchored mulch is needed; disturbed areas where plants slow to develop; stockpiles; slopes adjacent to ESAs	3,000 lb / acre to 4,000 lb / acre based on the manufacturer's recommendation, 12-24 hours to dry and become effective	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season (nrs)	$6,000 per acre
Landscape Mulch[3]	< 12"; 1 season	< 12"; 1 season	Flat areas, steep slopes, cohesive soils	Distribute by hand or use pneumatic methods, 2-3- inch depth (thickness) per CASQA guidance	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the nrs	$4,000 per acre

[1] When used per manufacturer recommendations.

[2] When used with a high-weight binder. Hydro mulch consisting only of paper fiber is not recommended. Wood hydro mulch may not contain more than 25% paper fiber.

[3] Tested at about 5-inch depth (thickness).

APPENDIX G
GEOTECHNICAL STUDY

Harrington Geotechnical Engineering, Inc.

December 9, 2022

CITY OF BREA
c/o Kreuzer Consulting
1 Civic Center Circle
Brea, CA 9282190732

RE: Geotechnical Investigation for Observed Distress to Berry Street Reservoir Ring Road Located at 545 N. Berry Street, Brea, CA 92821
HGEI Project No. 22-BREA-0074

Dear Mr. Kreuzer:

This report presents the preliminary results of a geotechnical engineering investigation performed under contract to Kreuzer Consulting on behalf of the City of Brea to establish information on the materials underlying the site and based thereon, form an opinion about the possible causes of the observed distress in the ring road surrounding the Berry Street reservoir. Additionally, this report contains preliminary recommendations for remedial repair of the road. It should be noted that these recommendations are preliminary due to the ongoing nature of our monitoring services and may be updated later based on inclusion and interpretation of additional data as part of periodic slope monitoring via slope inclinometers.

Information provided by City staff, historic aerials and maps, as well as design documents associated with 1970s era additions to the reservoir, and previous geotechnical reports for the site were used in determining the scope of the investigation and preparing this report in accordance with generally accepted geotechnical engineering practice in this area.

Based on analysis and evaluation of the data obtained it has been preliminarily concluded that observed distress is primarily due to past and recent soil settlement, expansive soil conditions, past and on-going lateral fill extension/slope creep, inadequate drainage, poor quality control during construction, and outdated construction practices. Preliminary remedial repair recommendations are presented herein that could be incorporated into the future road repairs.

Thank you for this opportunity to be of service. If you have any questions concerning this report or if we can be of further assistance, please call at your convenience.

Very truly yours,
HARRINGTON GEOTECHNICAL ENGINEERING, INC.

REGISTERED PROFESSIONAL ENGINEER
BENJAMIN R. GRENIS
No. C-83971
CIVIL
STATE OF CALIFORNIA

Benjamin R. Grenis, P.E.
Project Engineer

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TABLE OF CONTENTS

Contents

INTRODUCTION 1
SCOPE OF WORK 1
SITE LOCATION and DESCRIPTION 1
Vicinity Map - Figure 1 2
SITE HISTORY 3
PROJECT DESCRIPTION 3
REGIONAL GEOLOGIC SETTING 4
SUBSURFACE CONDITIONS 4
Earth Materials 4
Regional Geologic Map - Figure 2 5
Groundwater 5
Caving 5
Consolidation 6
Expansion Potential 6
Water-Soluble Sulfate 6
GEOLOGIC CONDITIONS 6
Faulting/Fault Rupture 6
Liquefaction/Seismically Induced Settlement 7
Earthquake Induced Landslide Potential 7
PRELIMINARY CONCLUSIONS 7
PRELIMINARY RECOMMENDATIONS 9
Site Clearing and Grading 11
Structural Slab with Thickened Edge (Option 1) 9
Caisson Supported Edge (Option 2) 10
Shotcrete the Face of Outer Slope (Option 3) 10
Seismic Design 12
Temporary Excavations/Caving 12
Flatwork 12
Pavement 12
Concrete Quality 13
Site Drainage 13
Plan Review 13

TABLE OF CONTENTS

Grading Observations and Testing 13
Miscellaneous Backfills 14
Pre-Grade/Construction Meeting 14
GENERAL COMMENTS 14
REFERENCES 16
APPENDIX A 18
FIELD INVESTIGATION 18
APPENDIX B 20
LABORATORY PROCEDURES & TEST RESULTS 20
Moisture and Density Determination (ASTM D2216-10 & D7263-09) 21
Expansion Index Test (ASTM D4829-11) 21
Water-Soluble Sulfate Test (EPA 300.0) 21
Compaction Test (ASTM D1557-12$^{\varepsilon 1}$) 21
Consolidation Tests (ASTM D2435/D2435-11) 21
Direct Shear (ASTM D3080/D3080 M-11) 21
SAMPLE STORAGE 22
APPENDIX C 23
SEISMIC DATA AND RESPONSE SPECTRUM 23

FIGURE	NAME	LOCATION
Plate A-1	Geotechnical Plan	Appendix A
Plates A-2 through A-7	Boring Logs	Appendix A
Plate A-8	Unified Soil Classification Symbols/Classification	Appendix A
Plates B-1 through B-6	Consolidation Test Graphs	Appendix B
Plates B-7	Direct Shear Diagram	Appendix B

INTRODUCTION

This report presents the results of a geotechnical investigation of the subject reservoir site. The purposes of the investigation were to: 1) determine the type and condition of the earth materials underlying the site; 2) establish static, physical, and limited chemical properties of the soil; 3) determine groundwater conditions; 4) determine the possible causes of the noted distress; 5) provide recommendations for remedial repairs to the ring road.

SCOPE OF WORK

The scope of work for this geotechnical investigation consisted of the following:

Review of published regional geologic maps, topographic maps, historic aerials, as well as geotechnical reports made available through City of Brea and within our own library (See References).

Field exploration was conducted on September 27 and 28, 2022 which consisted of drilling, sampling, and logging six small-diameter exploratory borings (B-1 through B-6) to a maximum depth of 41-feet; three of the borings on the south half of the ring road were set with inclinometer pipe as part of a long term monitoring program of slope performance. The inclinometers were initialized on October 11, 2022. The field exploration is described in detail in Appendix A.

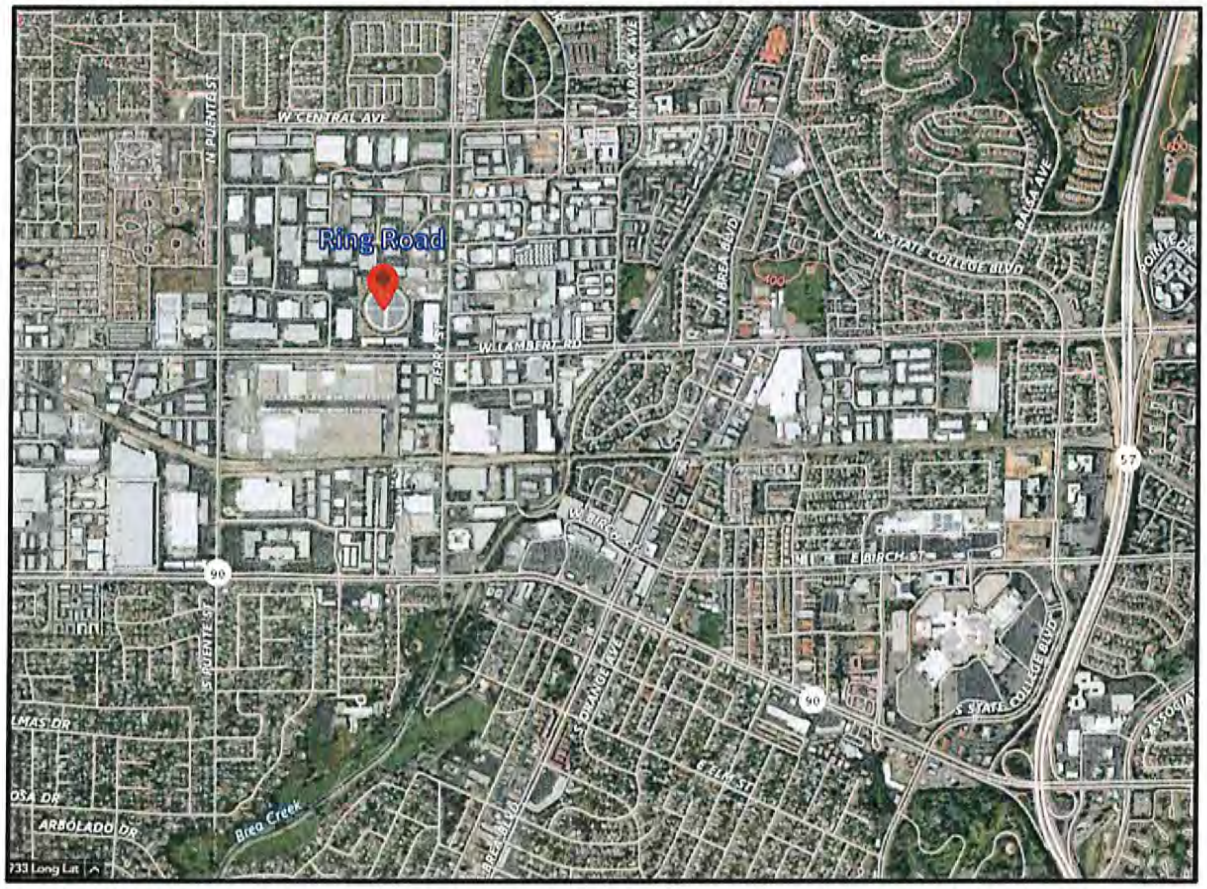
Selected samples were tested in HGEI's AMRL Accredited Geotechnical Laboratory to develop data necessary for analysis of subsurface conditions and used in preparation of this report. A description of the geotechnical laboratory testing conducted for the samples collected from the site and presentation of the results are found in the Laboratory Procedures & Test Results in Appendix B.

HGEI conducted engineering analysis, constructed figures, and prepared this report depicting the findings and conclusions of the investigation.

SITE LOCATION and DESCRIPTION

The site is located at 545 Berry Street, Brea, CA as shown on the Vicinity Map, Figure 1, which follows.

Vicinity Map - Figure 1



The developed property is a part of a City service yard containing offices, maintenance buildings, service facilities and the 30 million gallon reservoir around which, the ring road is constructed.

The lot is bordered on all sides by commercial/warehouse properties. Access to Berry Street is provided at the northeast segment of the site. The exterior slope below the ring road was to be constructed using a 2:1 (horizontal : vertical) slope and is variable in height from approximately 8-feet in the north to approximately 18-feet in the south. The exterior slope does not have any terrace drains and is generally landscaped with low height shrubs. The interior slope is reportedly 1.5:1, approximately 25- to 30-feet high and has been provided with concrete cover and waterproofing liner.

SITE HISTORY

A review of historic aerial imagery and topographic maps dating to the 1930s, as well as design plans and geotechnical reports provided by the city and within our own library, in conjunction with conversations with city staff have helped to construct a general timeline of construction and maintenance affecting the property.

- Topographic maps dating to 1935 show oil tanks and oil reservoirs in the general vicinity; specifically, the extent of the current water reservoir was occupied by an oil reservoir.
- Aerial imagery from 1938 appears to corroborate the identification of the current water reservoir as an oil reservoir
- In the period from 1938 to 1970, the oil tanks and other oil reservoirs were slowly removed from the area.
- The Reservoir improvement plans dated 1972 outline the planned construction of a roof over the reservoir, widening of the top of reservoir berm to accommodate a road (3" AC/ 4" AB), retaining walls on the south half below the reservoir, as well as piping and pump house improvements.
- Aerial imagery suggests the slope surrounding the reservoir was planted in the early 2000s with subsequent imagery appearing to show periods of increased and decreased foliage density, presumably due to changes in watering practices.
- The draft Koury report from 2018 documented pavement sections in excess of the original design, suggesting periodic repairs and additions to the pavement structural section since construction in the 1970s
- Of note, the region experienced a drought from 2012 to 2016; due to the clayey nature of the soils onsite, we would expect a multi-year lag between drought (and associated watering practice changes) and observed effects on the road.
- City staff report an increase in the distress noted in the ring road in about 2019
- Two rainfall events in the time between inclinometer installation and the first monthly reading show minor surficial movement within the slope.

PROJECT DESCRIPTION

The project involved forming an opinion on the possible causes of the observed distress and providing recommendations for remedial repairs to the reservoir ring road. Potential repair options include structural support of the road and modifications to the slope to reduce the effects of expansive soils. Grade changes are anticipated to be minor.

REGIONAL GEOLOGIC SETTING

The subject site is situated along the southern flank of the Puente Hills in the north-central part of the Peninsular Ranges Geomorphic Province. The Peninsular Ranges Geomorphic Province is characterized by elongated northwest to southeast trending ridges and valleys subparallel to faults branching from the San Andreas Fault. Published maps have been used to identify the geologic units underlying the property. As shown on Figure 2, these maps indicate that the property is underlain by very old alluvial fan deposits of middle to early Pleistocene geologic age.

SUBSURFACE CONDITIONS

Earth Materials

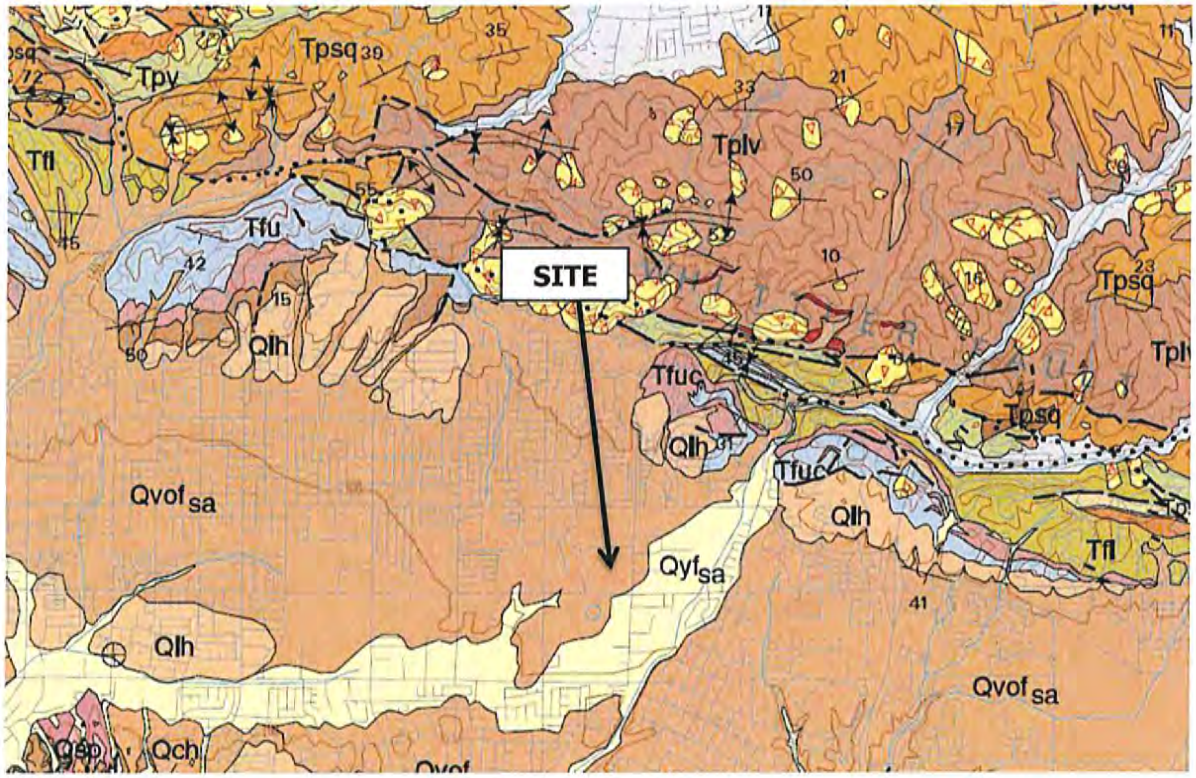
Subsurface conditions encountered during this investigation are described in more detail on the logs of the borings, Plates A-2 through A-7, in Appendix A. The subsurface exploration locations and surface geologic conditions are indicated on Plate A-1.

The borings drilled for this study show the site to be immediately underlain by artificial fill with alluvial deposits buried below.

Artificial fill (Af) is composed of mottled brown/dark brown/orange sandy clay that varies in moisture content from dry to very moist with a consistency that was generally very stiff. Artificial fill generally extended to 12- to 30-feet below ground surface, and in one boring, a fill/alluvium contact was not encountered to the maximum depth explored, 41-feet.

Alluvium (Qvof) is composed of brown/orange sandy clay and is generally moist and very stiff. Varying amounts of stringers and caliche were present throughout the alluvial samples returned to the surface.

Regional Geologic Map - Figure 2



Groundwater

Groundwater was not encountered in the shallow exploratory borings drilled for this study and is not expected to adversely affect the proposed development under normal conditions in the future. Historic groundwater depth in the area has not been established (Reference 1) in the Qvof mapped onsite, but is mapped in the young alluvium to the southeast. We anticipate groundwater to be in excess of 41-feet (max depth drilled) based on the site elevation.

Caving

Caving of the borings did not occur, in part due to the type of auger used. Due to the presence of generally cohesive soil, caving is not expected to be a major concern during construction. The regulations of Cal/OSHA should be complied with during performance of all underground construction.

Consolidation

Samples of soils were loaded in increments from 400 to 6400 pounds per square foot (psf) at their overburden pressure and were inundated to determine their hydro-collapse or expansion potential. Most samples exhibited variable hydro-collapse, ranging from less than 0.25% to nearly 4%, while one sample (B-2 @ 10 feet) exhibited approximately 2% expansion.

Expansion Potential

Based on the results of laboratory testing (Table 1, Appendix B) the Expansion Index of the typical near-surface material ranged from 43 to 55 in the material tested as part of this report. Laboratory testing presented in the draft Koury report indicated an Expansion Index of 73 with 77% fines. The 2019 California Building Code (Section 1803.5.3) categorizes this material as being expansive and special design is required per Section 1808.6.

Recommendations for mitigating post-construction movement due to this characteristic have been incorporated into the design recommendations presented herein and are consistent with the requirements of Section 1808.6.4 of the 2019 California Building Code.

Water-Soluble Sulfate

Soil samples were delivered to a state approved analytical laboratory for testing to evaluate water-soluble sulfate content. Based on the results of laboratory testing (Table 2, Appendix B) a negligible (S0) exposure category is indicated (ACI 318-14, Table 19.3.1.1).

GEOLOGIC CONDITIONS

Faulting/Fault Rupture

The site is in a portion of California that is seismically active and anticipated to be subjected to strong ground motions by earthquakes generated by active faults in the area. The site is not within a presently designated earthquake fault zone as established by the Alquist-Priolo Fault Zoning Act (References 2 and 3).

The fault nearest the site is the Whittier Segment of the Lake Elsinore Fault Zone located approximately 2.9 km to the north-northeast. The likelihood of surface rupture occurring at the site is therefore considered low.

Liquefaction/Seismically Induced Settlement

The site is not located in a potential liquefaction hazard zone as shown on the State of California Earthquake Zones of Required Investigation, La Habra Quadrangle Sheet (References 2 and 3). Therefore, a liquefaction/dry sand settlement assessment was not conducted.

Earthquake Induced Landslide Potential

As shown on the State of California Earthquake Zones of Required Investigation, La Habra Quadrangle Sheet (References 2 and 3), the property is not located within a potential earthquake induced landslide zone.

PRELIMINARY CONCLUSIONS

There appear to be several different possible contributing elements to the observed distress to the ring road. Observed distress is primarily due to age of the road/slope, past and recent soil settlement, expansive soil conditions, past and on-going lateral fill extension/slope creep, lack of quality control during construction and outdated construction practices, variable landscape watering practices, and lack of maintenance to the road as distress has developed.

- The core of the reservoir is presumed on the order of 90 years old while the outer slope is on the order of 40-50 years old. Grading and construction practices at that time were far less stringent than they are today. Fill compaction criteria including the burial of oversize rocks are presently held to a more conservative standard. Graded fill slopes are typically constructed at no steeper than 2:1, primarily as a result of previously constructed steeper slopes resulting in failure or lateral fill extension/soil creep related problems. The use of subdrains and terrace drains are consistently employed to collect and transmit subsurface and surface water to suitable drainage receptacles.

- Soil settlement is often idealized as a one-time event, but additional events can occur as site conditions change. Settlement normally occurs during the first ten to fifteen years of construction. The subgrade soil responds to the change in loading and changes in moisture content. This slope is over 40 years old so it may be assumed loading has not changed appreciably since the time it was built. Some settlement may have initially occurred and then more recent moisture content changes can drive additional settlement. The observed inconsistencies in moisture and density may have created pockets within the fill that were vulnerable to settlement. The majority of observed recent settlement appears to be concentrated on the south half of the ring road; where the slope is the tallest and steepest.

- Expansive soils are present and their effects are on-going and generally cyclical in response to seasonal changes in soil moisture. When the moisture content decreases the clay-rich soil contracts and when the moisture content increase the clay-rich soil expands. Expansive soils can swell and exert enough force to cause damage in the form of lifting and cracking to foundations, curb & gutter, and pavements. In addition to vertical expansion effects, expansive soils located on/near slopes may be susceptible to horizontal expansion effects of lateral fill extension or slope creep.

- Lateral fill extension/slope creep is occurring as the subject road and associated slope has expansive soils and is situated at the top of a 8- 18-foot high variable fill slope with variable gradients of 1.75:1 to 2.2:1 (horizontal: vertical). Lateral fill extension is generally associated with manufactured fill slopes constructed using clayey materials. As water from irrigation, precipitation and leaks migrate into the subsurface over time; the clayey materials can expand in the direction of least resistance which is laterally toward the slope. The resulting movement may be observable as surface improvements elongate towards the slope and separations/cracks appear.

  Slope creep occurs on the outer faces of slopes due to the effects of gravity and moisture content changes when expansive soils are present. When the soil is wet it expands, then when it dries it contracts, both vertically and horizontally. It is a slow long term and generally imperceptible process that is inevitable. Creep zones are typically considered to range from about 2- to 10-feet in vertical height. Based on the expansivity of site soils, we generally anticipate the creep zone to be about 5-feet in vertical height, which is in general agreement with the observed distress. Anything built in this zone may show some distress after a period of time.

  Lateral fill extension and slope creep can be difficult to distinguish from one another but evidence of their effects are seen in the general tilt/separation of the curb and gutter, as well as the transverse cracking in the road. The results are cumulative so that while in any one year there may be no movement that does not mean it has stopped.

- Inadequate drainage around the perimeter of the road has developed, presumably as a result of slope creep and lateral fill extension. The drainage issues contribute further to the cycle of slope creep and lateral fill extension by allowing water to collect and infiltrate the subsurface.

PRELIMINARY RECOMMENDATIONS

Given the extent of observed distress and the consideration that the distress appears to have been repaired in the past and has reoccurred, the following preliminary recommendations are being provided. As part of our scope of work, we are continuing to monitor slope performance via slope inclinometers, the results of which may affect these preliminary recommendations.

Based on conditions encountered/established during this investigation, it is our preliminary conclusion that the ring road may be adequately supported from a geotechnical engineering standpoint provided the recommendations which follow are implemented during design and construction of the project.

The ring road may be reconstructed as a structural slab with thickened edge deriving support below the creep zone.

Alternatively, a row of caissons may be installed on the outside edge of the ring road to provide lateral restraint and existing conventional pavement section repaired/reconstructed.

In lieu of structural support of the road; consideration may be given to shotcreting the face of the slope. Shotcrete will serve to minimize moisture changes in the slope face, thereby mitigating the effects of expansive soil and associated slope creep/lateral fill extensionon the road. The existing conventional pavement section will need to be repaired/reconstructed as part of shotcreting the slope face.

The following preliminary recommendations reflect our best assessment of project conditions and requirements based on analysis and evaluation of results reported herein. Anticipated conditions and these recommendations are subject to confirmation during additional investigative work, grading and/or construction, and continued slope monitoring. Additional recommendations may be provided during the course of work if warranted by conditions encountered.

Structural Slab with Thickened Edge (Option 1)

The ring road may be designed and constructed using a structural slab with thickened edge. The slab should be a minimum of 5-inches thick with No. 4 rebar at 18-inches on-center, each way and provided with a thickened edge (minimum 12-inches wide) on the outside. The thickened edge should extend to a depth of one-third the slope height, this will result in an approximate 6-foot deepened edge on the south portion of the ring road. The thickened edge should be appropriately reinforced and tied to the structural slab. Actual thickness and reinforcing should be determined by the structural engineer

and in consideration of design traffic loads. If needed for design, the structural engineer may use a modulus of subgrade support of 125 pci for design of the structural slab.

Caisson Supported Edge (Option 2)

In Lieu of a structural slab with thickened edge, we have found the following recommendations to provide adequate lateral support for sensitive site walls (CMU block and glass) located at tops of slopes; we believe they will provide adequate support for the ring road. Lateral support may be provided by Cast-in-Drilled-Hole (CIDH) Piers or caissons with a minimum diameter of 12-inches and embedded a minimum of 10-feet below top-of-slope. Caissons should be constructed at a maximum lateral spacing of 10-feet on-center and be reinforced with a minimum of four (4) No.4 vertical bars and provided with No.3 rebar hoops at a maximum vertical spacing of 16-inches on-center. The tops of caissons should be provided with a grade beam a minimum of 12-inches wide, 12-inches deep, and provided with 2x No.4 rebar, top and bottom. This grade beam should be installed at a depth to abut the pavement structural section and may be made contiguous with a curb and gutter.

As an alternative to the prescriptive CIDH Pier dimensions above, the structural designer may elect to design piers to resist creep load forces. Creep forces may be calculated using an equivalent fluid pressure equal to 58 pounds per square foot, per foot of depth (psf/ft or pcf), applied over the tributary area between piers. The creep force should be considered to be present in the upper 5-feet of slope (within about 10-feet of the slope face, when measured laterally). For the purpose of resisting lateral forces, pier footings may use an allowable passive bearing pressure of 165 pounds per square foot per foot of embedment, and should neglect the upper 5-feet. Where piers are spaced a minimum of 3-diameters on-center, the passive resistance may be doubled. An appropriate safety factor must be applied. Pier reinforcement will be determined by structural design.

It is recommended that the geotechnical engineer observe and/or test the pier excavations in order to verify compliance with the recommendations of the report.

Shotcrete the Face of Outer Slope (Option 3)

In the event that structural options provided above to address the distressed road are not favored, consideration may be given to shotcreteing the face of the slope. Shotcrete will serve to reduce moisture transmission into/out of the slope, thereby reducing the effects of slope creep affecting the road. Shotcrete should be a minimum of 4-inches thick and appropriately reinforced. As preparation for shotcreteing, the slope should be

cleared and grubbed, and any loose soils or erosion removed to competent soil. The slope face should be benched to provide the shotcrete with adequate support and avoid "pasting" shotcrete on a sloped face. Alternatively, the shotcrete may be provided with anchors/collars installed at appropriate intervals to support the shotcrete. Shotcrete mix should be formulated to reduce permeability.

Site Clearing and Grading

Significant grading is not expected to be required for this project and should mostly involve corrections to the existing drainage. More specifically, existing curb and gutters have separated from the road and are allowing infiltration of water into the slope.

Prior to grading, any existing vegetation that is to be removed and construction debris resulting from removal of the curb and gutter and any prior improvements that are being demolished should be stripped and disposed of offsite according to the city's requirements. Where the landscaping is to be removed, organic mass including shallow roots should be completely removed.

New hardscape and road areas should be over-excavated a minimum of 1-foot deep, scarified 12 inches deep (to penetrate the surficial disturbed zone), and moisture conditioned and compacted as indicated above.

Any fill material required should be approved by the geotechnical engineer and spread in thin, loose lifts (approximately 6 inches thick), and moisture conditioned and compacted as indicated above. Additional compaction tests should be performed as necessary for proper control during grading and to confirm the data in Table 3 of Appendix B.

If any imported soil is required it should be approved by the geotechnical engineer for expansion, sulfate, and strength qualities prior to being transported to the project site. Final acceptance of any imported soil will be based on observation and/or testing of soil actually delivered to the site.

It is recommended that grading and construction operations be monitored by a representative of this office in order to confirm compliance with these recommendations and, where used, the foundation design recommendations which follow.

Seismic Design

The provisions of Chapter 16, Section 1613, of the 2019 California Building Code and the Structural Engineer Associates of California guidelines are considered appropriate for design of the project.

Seismic factors were determined using the ASCE and Structural Engineers of California data base websites and Chapter 16 requirements and are presented in Appendix C.

Temporary Excavations/Caving

Due to the presence of cohesive soil, caving is not expected to be a major concern during construction. The regulations of Cal/OSHA should be followed during performance of all subsurface work. Temporary excavations up to 5-feet are anticipated to stand vertically due to the apparent cohesion of the material present.

Flatwork

Portland cement concrete should be placed on subgrade which is tested to reflect compaction of at least 90 percent (based on the results of compaction tests performed in accordance with ASTM Test Method D1557). More importantly, the subgrade moisture content should be at least 2 to 3% above optimum moisture content to a depth of 18 inches below subgrade elevation. This requirement is due to the expansive characteristics of the soil.

Concrete should be at least 4 inches thick, reinforced with No. 4 bars spaced 18 inches apart, each way, and provided with control joints in accordance with ACI recommendations. Low slump concrete should be used for all flatwork to further minimize cracking.

It should be noted that due to the expansive characteristic of the site material normal concrete shrinkage some minor cracking of the miscellaneous flatwork may occur. Additional reinforcement beyond that recommended herein and careful control of concrete slump would be beneficial in reducing such cracking.

Pavement

Final pavement conditions for the ring road are partially dependent upon the selected remediation option, as well as intended traffic loading. While the ring road is not subject to frequent traffic, it may be subjected to unusually high loading conditions due to the equipment present onsite. A pavement section can be provided upon request after loading parameters are defined by the City.

Concrete Quality

A negligible amount of water-soluble sulfate is indicated for the prevalent surface material and special sulfate-resistant concrete will not be required on this project. The exposure class (ACI 318-14, Table 19.3.1.1) is S0. Based on this test result concrete may contain Type II cement (Section 1904.2 of the 2019 CBC and ACI 318-14 (Table 19.3.2.1).

Site Drainage

The 2019 CBC Section 1804.4 requires that the minimum drainage for the ground around the perimeter of a building should be 5% away from the foundation for a distance of 10 feet. Impervious surfaces within 10 feet of the building foundation shall be sloped a minimum of 2%. All drainage should be directed to suitable drains or gutters which carry the water to a suitable receptacle.

In no case should the surface waters be allowed to flow over the slope surfaces in an uncontrolled manner. In general, drainage should be provided as necessary to direct surface water away from the slope face. Only rain falling on or irrigation directed onto the face should be permitted to travel across and down the slope. All other water should be intercepted and diverted before it can reach the face of the slope.

Controlling the moisture content in the soil and keeping it fairly consistent year-round is the most cost effective way to deal with expansive soil. Vegetation requiring less irrigation should be considered.

Plan Review

It is recommended that final project plans, details and specifications be submitted to this office for geotechnical review for compliance with the findings and recommendations of this report. Additional recommendations can then be provided if deemed necessary.

Grading Observations and Testing

Grading, foundation construction and trench backfills should be observed and tested by members of our staff so that anticipated soil conditions can be confirmed and the recommendations contained herein validated. If deemed necessary, as a result of changed conditions, supplemental recommendations may then be provided. Results of those observations and tests should be provided in the final report which should include a statement by the geotechnical engineer concerning the adequacy of the completed work.

Miscellaneous Backfills

Backfill for structural excavations and utility trenches associated with this project should consist of site material (the use of imported sand is not recommended) that must be adequately compacted to preclude detrimental settlement. It is recommended, therefore, that backfills placed below the building foundation and to a distance of five feet outside thereof, and/or below concrete flatwork, be placed in appropriate lifts, moisture conditioned and mechanically compacted to at least 90 percent of maximum dry density.

Pre-Grade/Construction Meeting

A pre-grade/construction meeting attended by the owner or his authorized representative, members of the design team, grading contractor, city/county inspector, and a representative from HGEI at the site to review the findings and recommendations of this report and project plans and specifications prior to starting work on the project.

GENERAL COMMENTS

The services provided under the purview of this report have been performed in accordance with generally accepted geotechnical engineering principals and standards of practice in this area. The comments and recommendations presented are professional opinions based on observations and our best estimation of project conditions and requirements as indicated by presently available information and data. No further warranty, express or implied, is intended by issuance of this report.

The investigation did not include: 1) detailed study of geologic and seismic conditions; 2) assessment of the liquefaction potential or earthquake induced slope instability (site is not in a mapped zone); or 3) sampling, field measurements or laboratory tests for the presence of any toxic/hazardous substances in the earth materials at the site. However, this does not imply that the site is subject to any unusual geologic, seismic or environmental hazard.

Any unanticipated condition encountered in the course of grading and/or construction should be brought to the attention of the geotechnical engineer for evaluation prior to proceeding with the work.

This report has been developed for the sole use of the client and/or clients authorized representative. These conclusions and recommendations should be verified by a qualified geotechnical engineer based in part upon additional subsurface information obtained during

grading and/or foundation construction. No part of the report should be taken out of context, nor utilized without full knowledge and awareness of its intent.

This report is issued on condition that HGEI will be retained to observe the grading and foundation construction operations. If another firm provides this service then that firm must review and accept this report, or provide alternate recommendations, and assume responsibility for the project. This report will be valid for a period of one year form date of issue and will then require updating.

0-0-0

REFERENCES

1. California Department of Conservation, Division of Mines and Geology, 2001, Seismic Hazard Zone Report for the La Habra 7.5-Minute Quadrangle, Los Angeles and Orange Counties, California, Seismic Hazard Zone Report 009.

2. California Department of Conservation, Division of Mines and Geology, April 15, 1998, State of California, Seismic Hazard Zones, La Habra 7.5-Minute Quadrangle, Scale 1:24,000.

3. California Department of Conservation, California Geological Survey, Earthquake Zone App, https://maps.conservation.ca.gov/cgs/EQZApp/

4. Dibblee, JR., Ehrenspeck, H.E., Geologic Map of the Whittier and La Habra Quadrangles (Western Puente Hills), Los Angeles and Orange Counties, California, Map No. DF-74, 2001.

5. USGS, 2006, Morton, D.M., and Miller, F.K., Geologic Map of the San Bernardino and Santa Ana 30'x 60' Quadrangles, Southern California, version 2.0: U.S. Geological Survey Open-File Report 99-0172.

6. OC Survey, 2020, 1m DEM, Tile F9, downloaded as 2-foot contours, produced from USGS LiDAR data sets

7. ASCE 7 Hazard Tool, https://asce7hazardtool.online/, December 7, 2022.

8. International Code Council (ICC), 2019, California Building Code, California Code of Regulations, Title 24, Part 2, Volume 2 of 2.

9. USGS Unified Hazard Deaggregation Tool , https://earthquake.usgs.gov/hazards/interactive/#, dated December 7, 2022.

10. Keith & Associates Consulting Civil Engineers, 1972, Plans for 30 MG Central Reservoir, City of Brea, Orange County California, Sheets 3 (Grading Plan) and 4 (Supply, Draw, Drain & Subdrainage Details) of 20, dated September 23, 1972, Signed July 24, 1974.

11. Various Consultants, 1977, "As Built" Construction Plans for Additions to the Water System, Phase IIB – Water Bond Program in the City of Brea, California, 30 MG. Central Reservoir & Pump Station, EDA No. 07-01-01560, 18 Sheets, Approved July 24, 1974, As Built dated September 26, 27, and 29, 1977
    a. Sheet 5 Reservoir Lining Details prepared by Hovater-Way Engineers Inc. Consulting Engineers
    b. Sheet 6 (General Notes and Retaining Wall and Misc Details) and Sheet 7 (Roof Framing Plan and Details) prepared by McLean Schultz Civil & Structural Engineers.

12. Koury Engineering & Testing, Inc., 2018, Draft Limited Geotechnical Study, Phase 1, Upper Ring Road Pavement Improvement/Rehabilitation, Central Reservoir, 545 North Berry Street, Brea, California 92821, Project No. 18-0580, dated September 21, 2018.

13. Harrington Geotechnical Engineering, Inc., 2004, Post-Construction Geotechnical Investigation of Maintenance Building Floor Slab Subgrade Soil at Service Center, 545 Berry Street, Brea, CA, Project No. 04-BREA-0003, dated March 14, 2004.

APPENDIX A

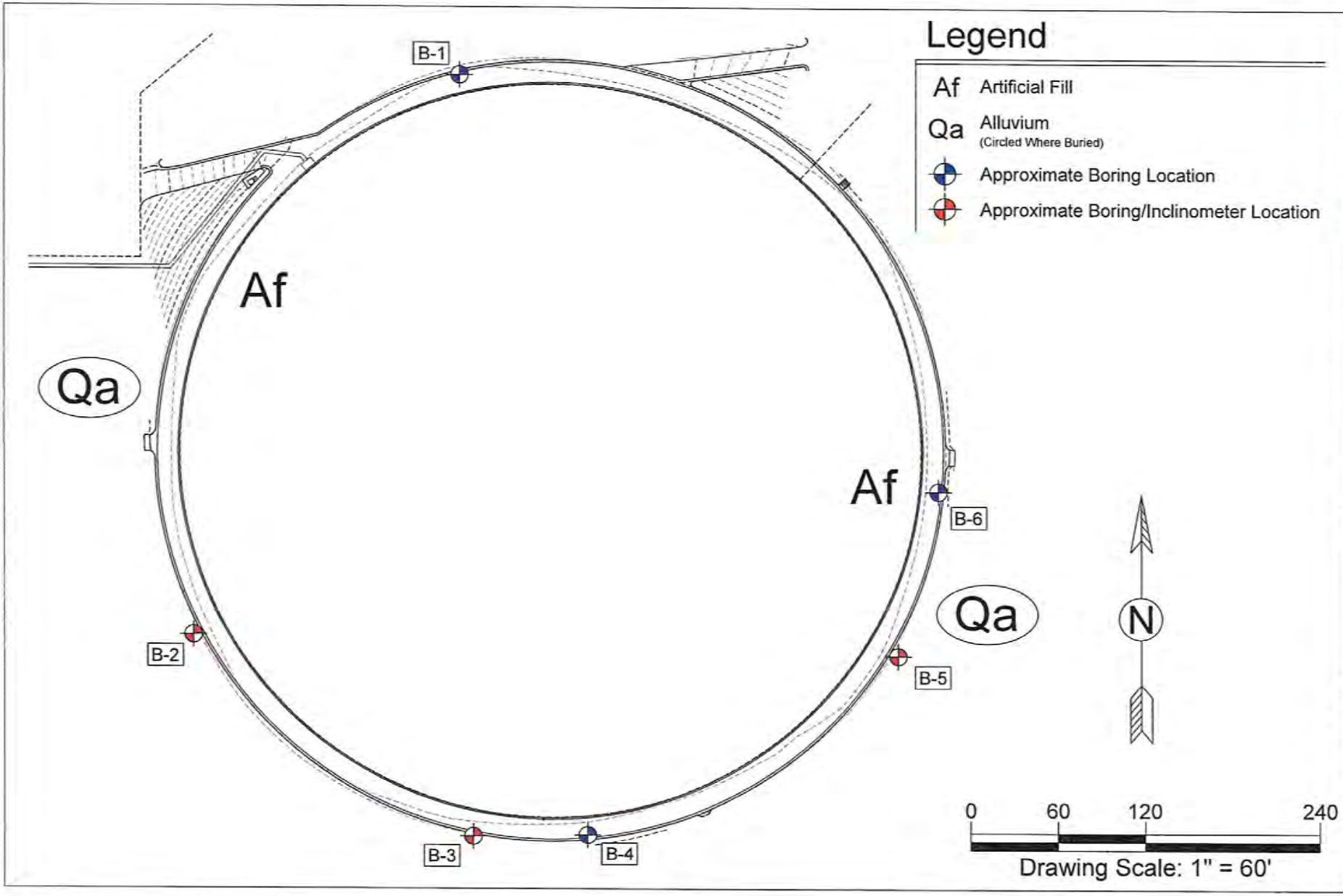
FIELD INVESTIGATION

The field investigation was conducted on September 27 and 28, 2022, consisting of drilling, logging and sampling six exploratory borings, drilled with a nominal 8-inch-diameter hollow stem auger to a maximum depth of 41.0 feet. Three of the borings were set with inclinometer casing as part of a long term slope monitoring program. The boring locations are indicated on Plate A-1 and the logs of the borings are presented on Plates A-2 through A-7. The descriptions represent the prevalent soil types and slightly different material types may be present within the major groupings. Also, the transition from one soil type or condition to another may be gradual rather than abrupt as implied, and differing conditions may exist in unexplored areas.

Unified Soil Classification System Classification Criteria/Symbols are presented on Plate A-8.

A representative of the geotechnical engineer observed the field work, collected samples for transportation to our geotechnical laboratory, and prepared field logs by visual/tactile examination of the materials. Samples were obtained at discreet intervals using a modified California split-spoon sampler loaded with 2.42" I.D. x 1" long, thin-wall, brass rings. Bulk samples of the materials were also collected. Samples were placed in plastic bags immediately upon removal from the sampler to conserve moisture and labeled for identification.

The borings were backfilled with excavated soils immediately upon completion of sampling.



HARRINGTON GEOTECHNICAL ENGINEERING, INC. ORANGE, CA

Project: Brea Reservoir Geotechnical Investigation

Address: 1 Civic Center Cir, Brea, CA 92821
HGI Project No. Brea-0012

Drawing Name: GEOTECHNICAL MAP

DRAWN BY: SBM
CHECKED BY: BG
DATE: 10/10/2022
REVISIONS:

Plate A-1

LOG OF BORING B-1

Project:	BREA RESERVOIR	Surface Elev.:	Grade
Job No.:	22-BREA-0074	Top of Casing Elev.:	N/A
Location:	BREA, CA	Drilling Method:	8" Hollow-Stem Auger
Coordinates:		Sampling Method:	Cal-Mod/SPT

Elevation, feet	Depth, feet	Sample No.	Sampler Graphics	Symbol / USCS	Recovery %	MATERIAL DESCRIPTION	Blow Counts	Dry Unit Weight, lb/cu ft.	Water Content %
	0					11" ASPHALT CONCRETE / 0" BASE			
						ARTIFICIAL FILL (Af): SANDY CLAY (CL), mottled dark brown/grey/orange, dry to damp, very stiff, coarse to medium grained, some black and orange spotting, trace small angular gravel up to 1/2" diameter	72	121	8
	5						61	123	8
							70	119	9
	10					SANDY CLAY (CL), mottled dark grey/dark brown, damp to moist, very stiff, coarse to medium grained, trace roots, some black spotting	28	112	13
						ALLUVIUM(Qvof): SANDY CLAY (CL), brown/orange, moist, very stiff, fine to medium grained - SAMPLE HIGHLY DISTURBED	46	118	12
	15					@ 15' increased sand content	34	114	10
						@ 17.5' trace small angular gravel up to 1/8" diameter	26		14
	20					SILTY CLAY (CL), brown/orange, moist, very stiff, some medium grained sand, grey banding	60	117	14
	25						20		16
	30					SILTY SAND (SM), grey/brown, moist, very dense, fine to medium grained	50/4"	118	10
	35					SANDY CLAY (CL), brown/orange, moist, very stiff, fine to medium grained	37		12
	40					SANDY CLAY (CL), orange/brown/white, moist, very stiff, medium grained, abundant white seams (caliche)	50/6"	121	11

Completion Depth:	41.0
Date Boring Started:	9/27/22
Date Boring Completed:	9/27/22
Logged By:	SBM
Drilling Contractor:	OWD

Remarks:
No groundwater. No caving.

The stratification lines represent approximate boundaries.
The transition may be gradual.

Harrington Geotechnical Engineering, Inc.

PLATE A-2

LOG OF BORING B-2

Project:	BREA RESERVOIR	Surface Elev.:	Grade
Job No.:	22-BREA-0074	Top of Casing Elev.:	N/A
Location:	BREA, CA	Drilling Method:	8" Hollow-Stem Auger
Coordinates:		Sampling Method:	Cal-Mod/SPT

Elevation, feet	Depth, feet	Sample No.	Sampler Graphics	Symbol / USCS	Recovery %	MATERIAL DESCRIPTION	Blow Counts	Dry Unit Weight, lb/cu ft.	Water Content %
	0					**ARTIFICIAL FILL (Af):** SANDY CLAY (CL), mottled dark brown/orange, dry to damp, very stiff, medium to coarse grained, trace small angular gravel up to 1/4" diameter	63	105	8
	5					@5' trace asphalt fragments up to 1/2" diameter	50/5"	115	7
							50/6"	119	7
	10						50	116	7
						SILTY TO SANDY CLAY (CL), dark brown/orange, moist, very stiff, fine to medium grained, trace small angular gravel up to 1/8" diameter	30		
	15					SANDY SILT (ML), grey/brown, moist, very stiff	49	114	12
							60		11
	20					SANDY CLAY (CL), dark grey/dark brown, moist, very stiff, medium to coarse grained, trace small angular gravel up to 1/8" diameter	50/5"	104	24
	25					**ALLUVIUM (Qvof):** SANDY CLAY (CL), orange/brown, moist, very stiff, medium to coarse grained, trace small angular gravel up to 1/8" diameter	27		17
	30					SILTY CLAY (CL), dark brown/orange, damp, moist, very stiff, medium to coarse grained	58	101	21
	35					SANDY SILT (ML), orange/brown, moist, stiff	14		18
	40					SANDY CLAY (CL), orange brown, moist, very stiff, trace caliche	50/6"	114	14

Completion Depth:	41.0
Date Boring Started:	9/27/22
Date Boring Completed:	9/27/22
Logged By:	SBM
Drilling Contractor:	OWD

Remarks:
No groundwater. Minor caving past 35'. Inclinometer inserted in boring.

The stratification lines represent approximate boundaries.
The transition may be gradual.

Harrington Geotechnical Engineering, Inc.

LOG OF BORING B-3

Project:	BREA RESERVOIR	Surface Elev.:	Grade
Job No.:	22-BREA-0074	Top of Casing Elev.:	N/A
Location:	BREA, CA	Drilling Method:	8" Hollow-Stem Auger
Coordinates:		Sampling Method:	Cal-Mod/SPT

Elevation, feet	Depth, feet	Sample No.	Sampler Graphics	Symbol / USCS	Recovery %	MATERIAL DESCRIPTION	Blow Counts	Dry Unit Weight, lb/cu ft.	Water Content %
	0					**ARTIFICIAL FILL (Af):** SANDY CLAY (CL), mottled dark brown/orange, very stiff, dry to damp, coarse to medium grained			
							28	111	10
	5						31	110	9
						@ 7.5' trace small angular gravel up to 1/4" diameter	61	117	10
	10					@ 10' trace organics	34	114	9
						SANDY TO CLAYEY SILT (ML), dark grey/brown, moist, very stiff, medium to fine grained, petroliferous odor	27	104	15
	15					SANDY CLAY (CL), brown/orange, moist, very stiff, medium to coarse grained	36	109	16
						SANDY CLAY (CL), dark grey/dark brown, moist, stiff, medium to fine grained, petroliferous odor	9		13
	20						23	106	15
	25					@ 25' strong petroliferous odor	21		18
	30					**ALLUVIUM (Qvof):** CLAYEY SAND (SC), orange/brown, moist, dense, medium to coarse grained, trace small angular gravel up to 1/2" diameter	48	117	7
	35					SILTY CLAY (CL), orange/brown, moist, very stiff	24		16
	40					SANDY CLAY (CL), orange/brown, moist, very stiff, fine grained, trace white striping (caliche)	73	118	13

Completion Depth:	41.0
Date Boring Started:	9/27/22
Date Boring Completed:	9/27/22
Logged By:	SBM
Drilling Contractor:	OWD

Remarks:
No groundwater. Minor caving near bottom of boring. Inclinometer inserted in boring.

The stratification lines represent approximate boundaries.
The transition may be gradual.

Harrington Geotechnical Engineering, Inc.

LOG OF BORING B-4

Project:	BREA RESERVOIR	Surface Elev.:	Grade
Job No.:	22-BREA-0074	Top of Casing Elev.:	N/A
Location:	BREA, CA	Drilling Method:	8" Hollow-Stem Auger
Coordinates:		Sampling Method:	Cal-Mod/SPT

Elevation, feet	Depth, feet	Sample No.	Sampler Graphics	Symbol / USCS	Recovery %	MATERIAL DESCRIPTION	Blow Counts	Dry Unit Weight, lb/cu ft.	Water Content %
	0					12" ASPHALT CONCRETE / 0" BASE			
						ARTIFICIAL FILL (Af): SANDY CLAY (CL), mottled brown/orange, very moist, stiff, medium to fine grained			
	5						11	106	17
							18	104	18
	10						24	103	19
						SANDY CLAY (CL), dark grey/brown, moist, stiff, medium to fine grained, petroliferous odor	14	102	19
	15					@ 15' organic odor	12	106	18
						@ 17.5' strong petroliferous odor	10		13
	20					SANDY CLAY (CL), dark brown/orange, moist, very stiff, medium to fine grained, petroliferous odor	25	104	17
	25						16		15
	30					@ 30' very dark brown/slight orange	32	111	15
	35						50/5"		9
	40					SANDY CLAY (CL), brown/orange, moist, very stiff, medium to coarse grained, petroliferous odor	50/6"	117	11

Completion Depth:	41.0
Date Boring Started:	9/27/22
Date Boring Completed:	9/27/22
Logged By:	SBM
Drilling Contractor:	OWD

Remarks:
No groundwater. No caving.

The stratification lines represent approximate boundaries.
The transition may be gradual.

Harrington Geotechnical Engineering, Inc.

PLATE A-5

LOG OF BORING B-5

Project:	BREA RESERVOIR	Surface Elev.:	Grade
Job No.:	22-BREA-0074	Top of Casing Elev.:	N/A
Location:	BREA, CA	Drilling Method:	8" Hollow-Stem Auger
Coordinates:		Sampling Method:	Cal-Mod/SPT

Elevation, feet	Depth, feet	Sample No.	Sampler Graphics	Symbol / USCS	Recovery %	MATERIAL DESCRIPTION	Blow Counts	Dry Unit Weight, lb/cu ft.	Water Content %
	0					**ARTIFICIAL FILL (Af):** SANDY CLAY (CL), brown with slight orange, dry to damp, very stiff, medium to coarse grained, trace small angular gravel up to 1/4" diameter			
	5						40	113	7
							50/4"	120	7
	10						45	108	8
							50/6"	117	11
	15					SANDY CLAY (CL), grey/brown, moist, very stiff, medium grained, strong petroliferous odor	26	104	16
						@ 17.5' dark grey/dark brown	20		17
	20						25	113	13
	25						21		16
	30					@ 30' rock in sampler, no recovery	50/5"		
	35					**ALLUVIUM (Qvof):** SANDY CLAY (CL), brown/orange, moist, fine to medium grained, trace white striping (caliche)	33		14
	40					@ 40' very stiff, moderate white striping (caliche)	50/6"	120	10

Completion Depth:	41.0
Date Boring Started:	9/27/22
Date Boring Completed:	9/27/22
Logged By:	SBM
Drilling Contractor:	OWD

Remarks:
No groundwater. Minor caving near boring invert.

The stratification lines represent approximate boundaries.
The transition may be gradual.

Harrington Geotechnical Engineering, Inc.

LOG OF BORING B-6

Project:	BREA RESERVOIR	Surface Elev.:	Grade
Job No.:	22-BREA-0074	Top of Casing Elev.:	N/A
Location:	BREA, CA	Drilling Method:	8" Hollow-Stem Auger
Coordinates:		Sampling Method:	Cal-Mod/SPT

Elevation, feet	Depth, feet	Sample No.	Sampler Graphics	Symbol / USCS	Recovery %	MATERIAL DESCRIPTION	Blow Counts	Dry Unit Weight, lb/cu ft.	Water Content %
	0					**ARTIFICIAL FILL (Af):** SANDY CLAY (CL), dark brown/orange, moist, stiff, medium to coarse grained, trace small angular gravel to 1/4" diameter			
	5						14	104	16
	10					SANDY CLAY (CL), mottled, brown/dark gray/orange, moist, firm	10	106	12
	15					SANDY CLAY (CL), dark brown/orange, moist, very stiff, medium to coarse grained, strong petroliferous odor	50/6"	123	8
	20					**ALLUVIUM (Qvof):** SANDY CLAY, orange, moist, very stiff, fine grained, trace black stringers	50/3"	110	16
	25						50/3"		16
	30					@ 30' trace white banding (caliche)	50/4"	115	6
	35						44		15
	40					SANDY CLAY (CL), orange/brown, moist, very stiff, medium to fine grained, trace white stringers (caliche)	50/4"	114	15

Completion Depth:	41.0	Remarks: No groundwater. No caving.
Date Boring Started:	9/27/22	
Date Boring Completed:	9/27/22	
Logged By:	SBM	
Drilling Contractor:	OWD	

The stratification lines represent approximate boundaries.
The transition may be gradual.

Harrington Geotechnical Engineering, Inc.

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SAND, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

HARRINGTON
GEOTECHNICAL • ENGINEERING • INC.
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DRAWN BY: BBC | USCS | CHECKED BY: MVD

SOIL CLASSIFICATION CHART

12/09/2022 HGEI Project No. 22-BREA-0074 -PLATE A-8

APPENDIX B

LABORATORY PROCEDURES & TEST RESULTS

The samples collected during the field investigation were examined and classified by the geotechnical engineer/engineering geologist in the laboratory using the visual/tactile method and selected samples were assigned laboratory testing. Tests were performed in general accordance with latest ASTM standards. The following is a description of the laboratory testing and presents the results which are incorporated in the previous sections of the report.

Moisture and Density Determination (ASTM D2216-10 & D7263-09)

Field Moisture contents were determined for all samples. The core samples were trimmed and weighed and the dry densities of the material calculated. Moisture and dry density data are presented on the logs in Appendix A.

Expansion Index Test (ASTM D4829-11)

Expansion Index Tests were conducted on samples considered representative of the site material to establish data on which to base recommendations for design. The test results are presented in Table 1.

Water-Soluble Sulfate Test (EPA 300.0)

In order to determine the proper cement type for the site, the amount of water-soluble sulfate present in selected samples of the surface material was determined. The test results are presented in Table 2.

Compaction Test (ASTM D1557-12$^{\varepsilon 1}$)

The maximum dry density unit weight and optimum moisture content was established for typical surface/near-surface soil for use in evaluation of existing conditions and initial use during grading. Test results are presented in Table 3.

Consolidation Tests (ASTM D2435/D2435-11)

Consolidation tests were performed on undisturbed samples to determine the magnitude and rate of consolidation of the soil when subjected to incrementally applied controlled-stress loading. Graphs of the test results are presented on Plates B-1 through B-6.

Direct Shear (ASTM D3080/D3080 M-11)

Direct Shear tests were performed on undisturbed and remolded samples to determine the static strength of the soil. The tests were performed at increased moisture contents and at various confining pressures using a displacement rate of 0. 0012 in./min. to establish peak and ultimate strength parameters under adverse conditions of moisture. The shear test results (graphs) are presented on Plate B-7.

TABLE 1 Expansion Index Test Results (ASTM D4829-11)						
Sample Id.	Moisture Content (%)		Dry Unit Weight (pcf)		Calculated Expansion Index	Expansion Potential
	Initial	Final	Initial	Final		
B-1 @ 2'-5'	12.4	26.6	99.5	95.3	43	Low
B-2 @ 2'-7'	12.1	22.8	104.8	99.6	55	Medium

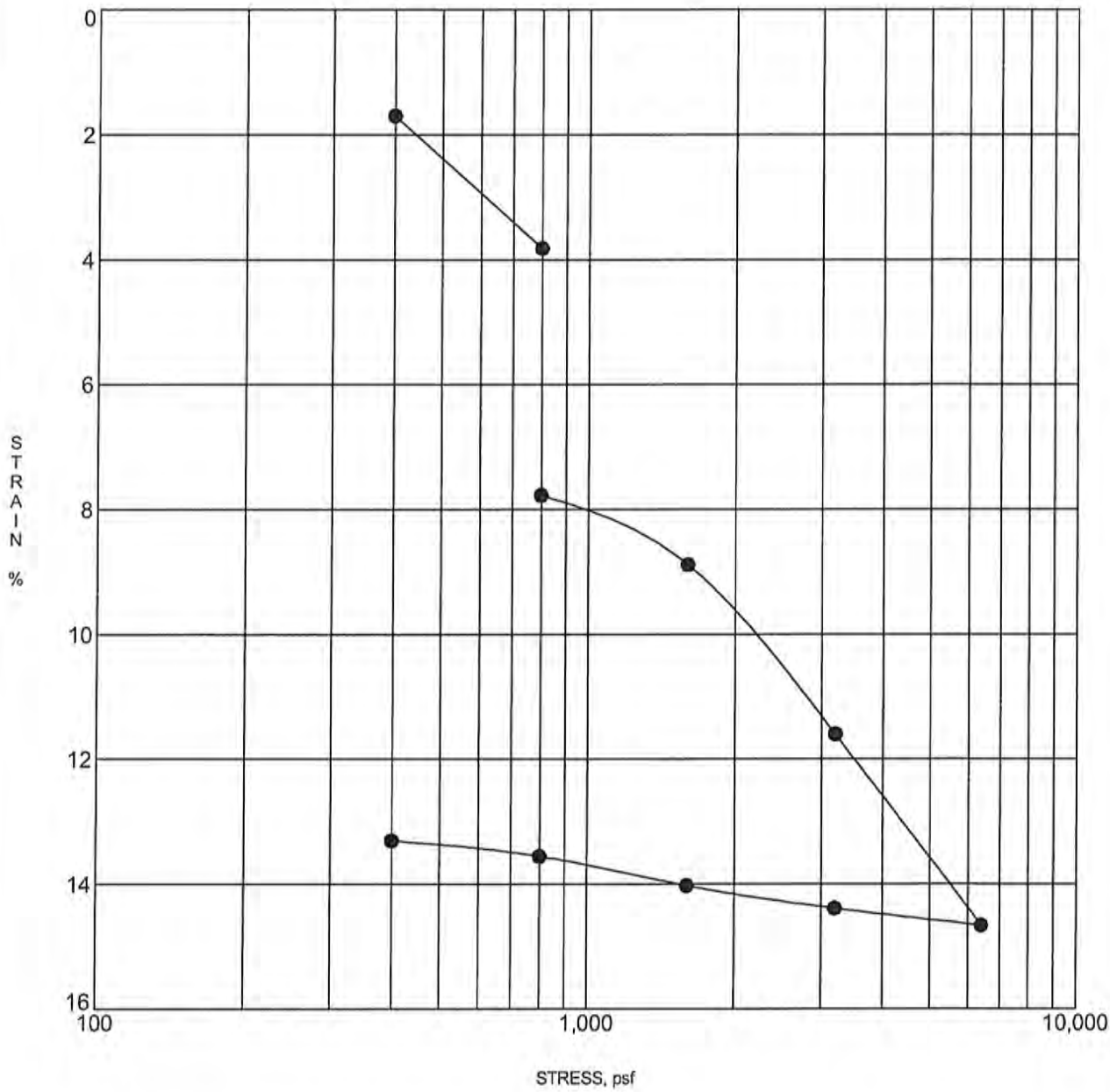
TABLE 2 Wate5r Soluble Sulfate Test Results (EPA 300.0,)	
Sample ID	**Water-Soluble Sulfate (%)**
B-1 @ 2'-5'	0.0063

TABLE 3 Compaction Test Results (ASTM D1557-12ε1)		
Sample ID	**Maximum Dry Density, pcf**	**Optimum Moisture Content, %**
B-1 @ 2'-5'	119.5	11.5

SAMPLE STORAGE

Soil samples presently stored in our laboratory will be discarded 30 days after the date of this report unless this office receives a written request to retain the samples for a longer period. Note that prolonged storage will result in sample degradation and may render them unsuitable for testing.

0-0-0



Specimen Identification		Classification	DD	MC%
● B-1	5.0	SANDY CLAY (CL)	108	8

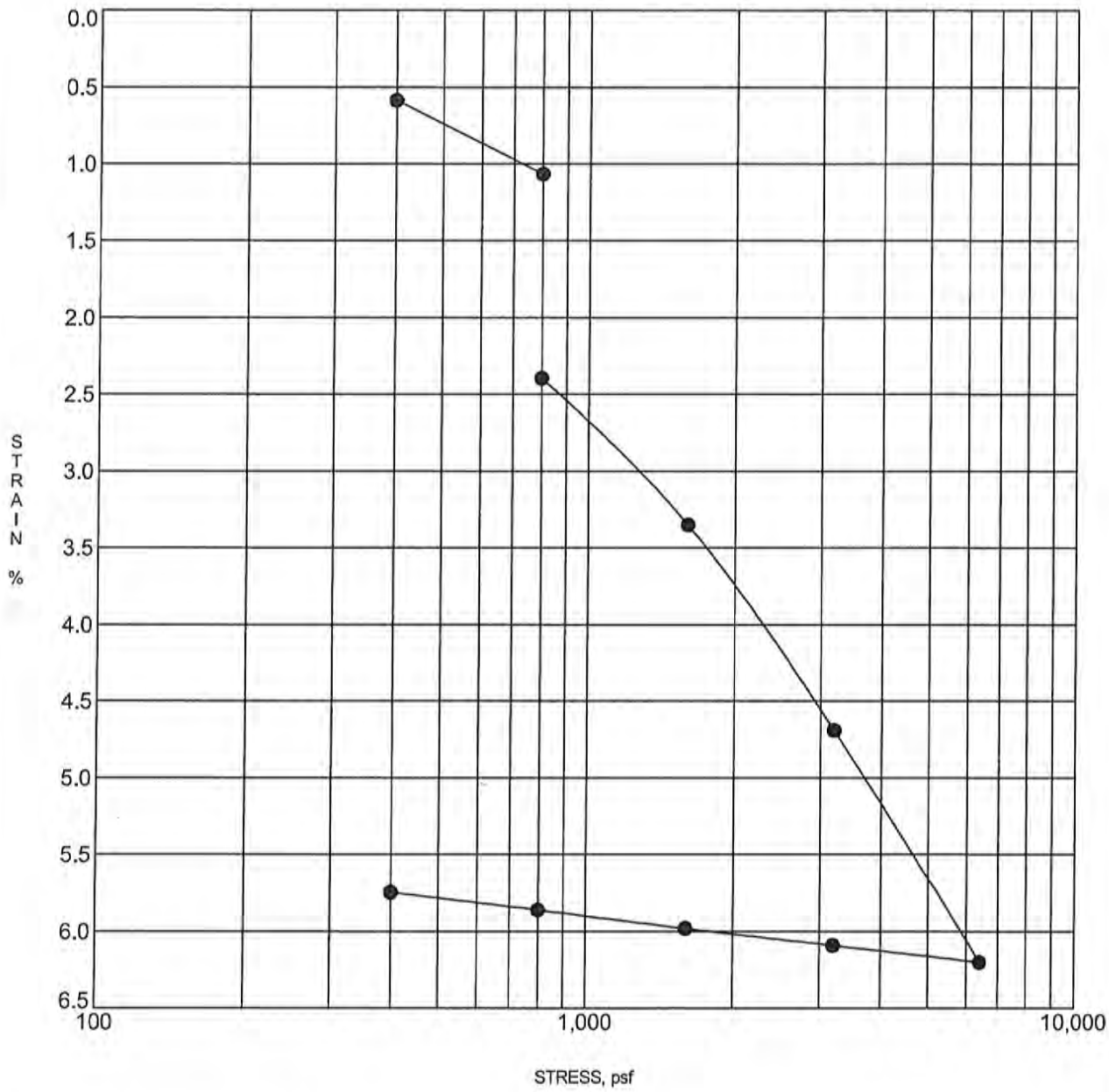
PROJECT **BREA RESERVOIR - BREA, CA**

JOB NO. **22-BREA-0074**
DATE **10/27/22**

CONSOLIDATION TEST

Harrington Geotechnical Engineering, Inc.

PLATE B-1



Specimen Identification			Classification	DD	MC%
●	B-1	15.0	SANDY CLAY (CL)	110	9

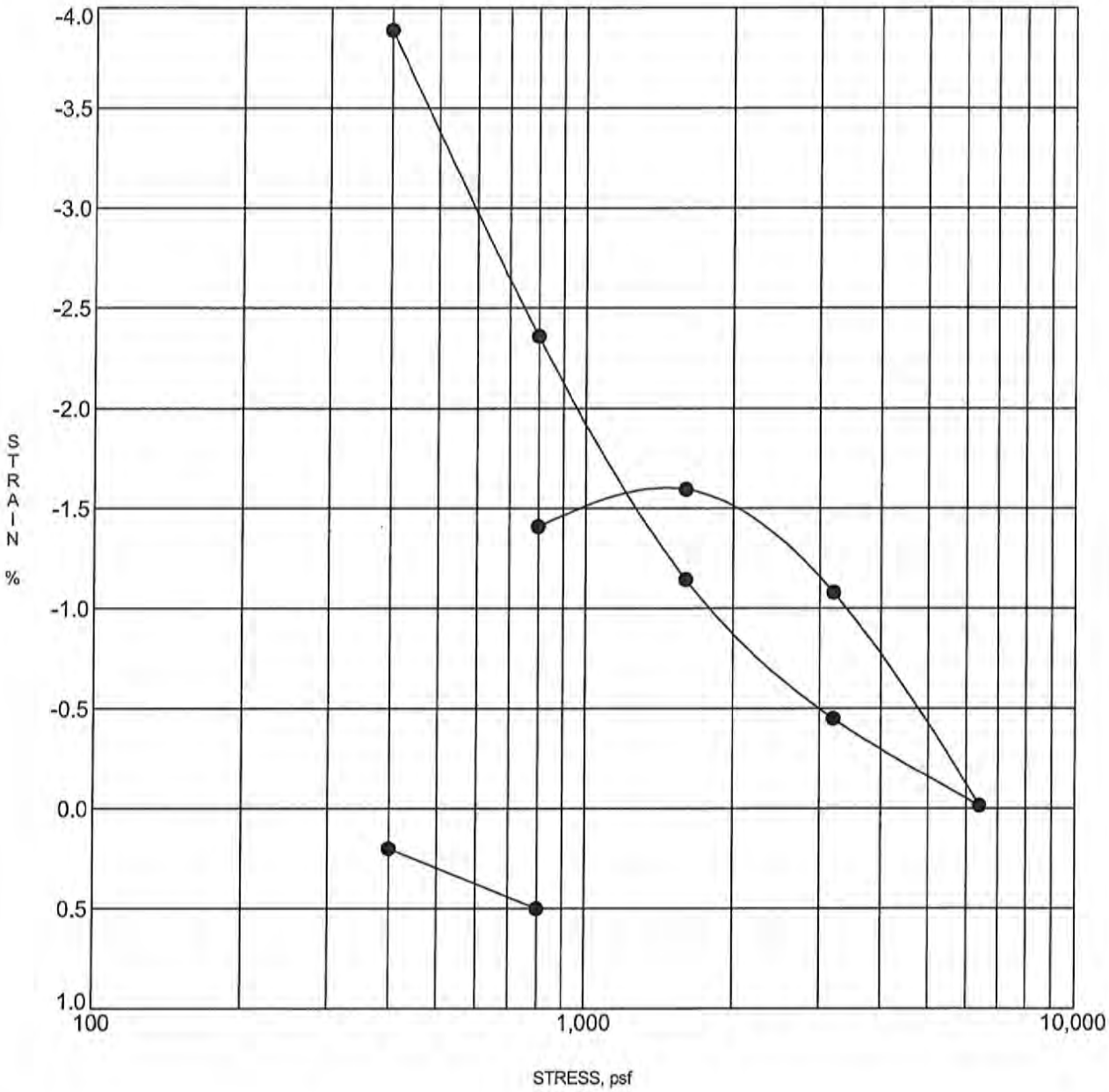
PROJECT **BREA RESERVOIR - BREA, CA**

JOB NO. **22-BREA-0074**
DATE **10/27/22**

CONSOLIDATION TEST

Harrington Geotechnical Engineering, Inc.

PLATE B-2



	Specimen Identification		Classification	DD	MC%
●	B-2	10.0	SANDY CLAY (CL)	118	11

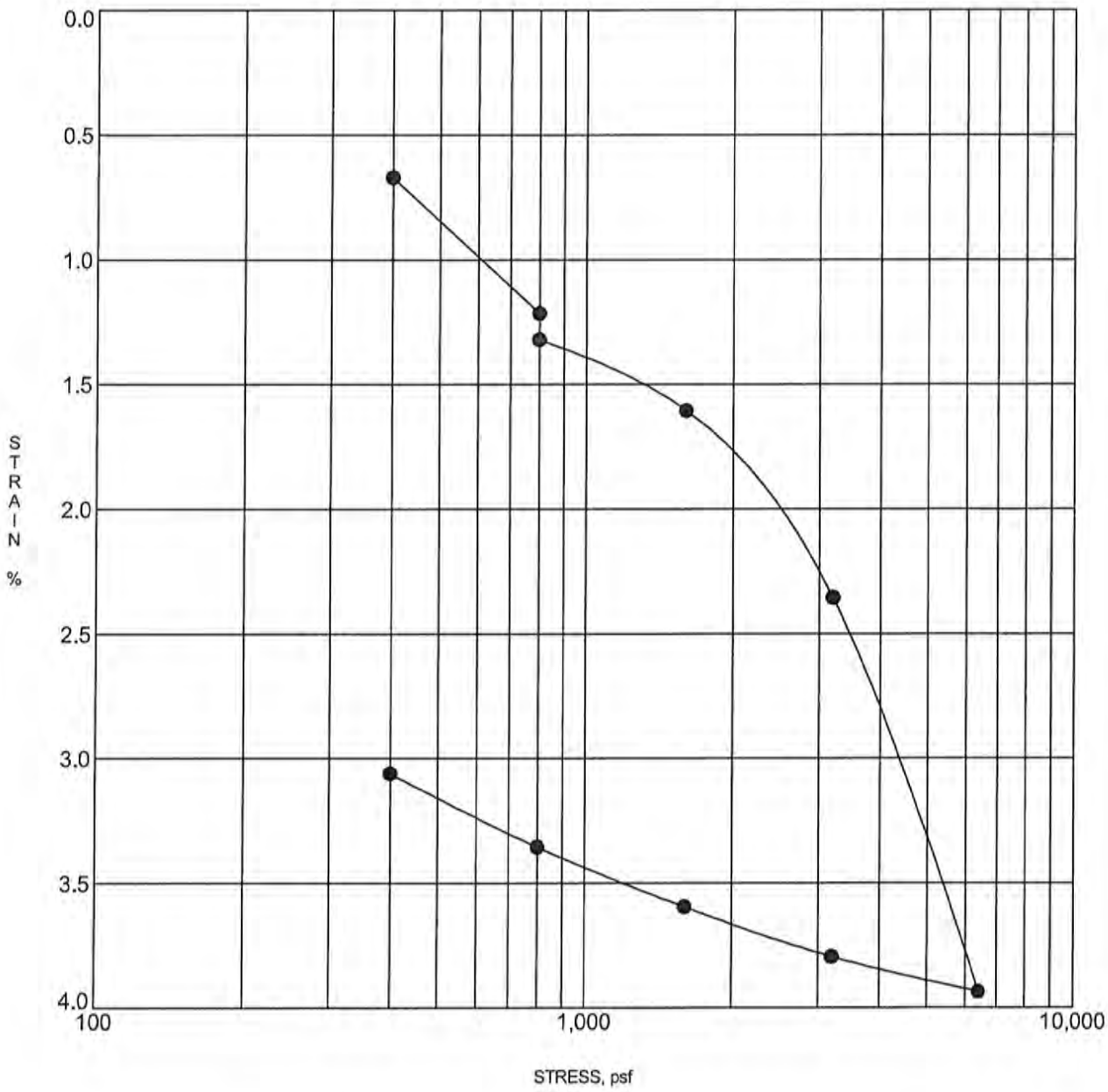
PROJECT BREA RESERVOIR - BREA, CA

JOB NO. 22-BREA-0074
DATE 12/9/22

CONSOLIDATION TEST

Harrington Geotechnical Engineering, Inc.

PLATE B-3



Specimen Identification			Classification	DD	MC%
●	B-2	20.0	SANDY CLAY (CL)	111	11

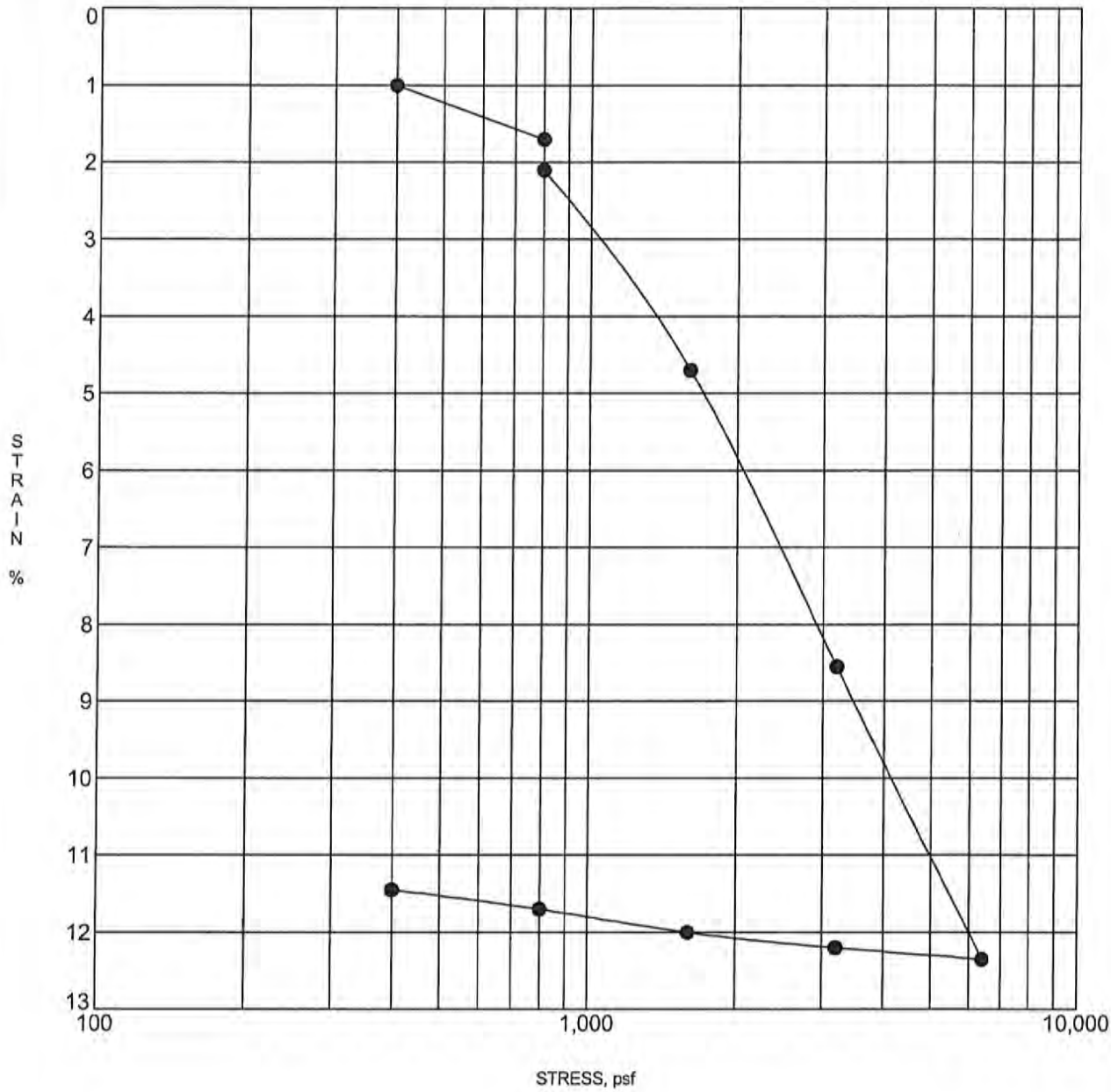
PROJECT **BREA RESERVOIR - BREA, CA**

JOB NO. **22-BREA-0074**
DATE **10/27/22**

CONSOLIDATION TEST

Harrington Geotechnical Engineering, Inc.

PLATE B-4



Specimen Identification		Classification	DD	MC%
● B-3	20.0	SANDY CLAY (CL)	98	15

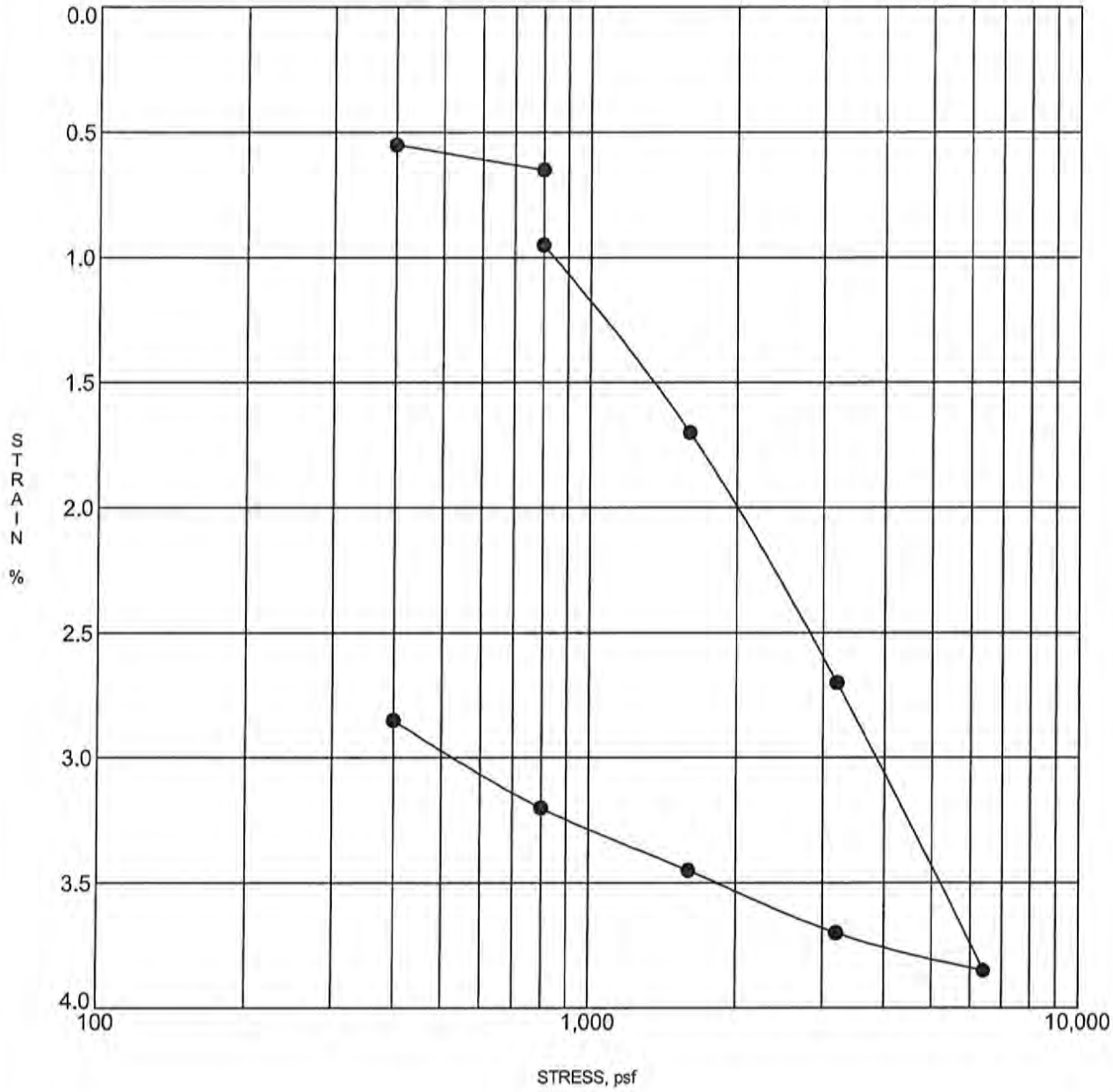
PROJECT **BREA RESERVOIR - BREA, CA**

JOB NO. **22-BREA-0074**
DATE **10/27/22**

CONSOLIDATION TEST

Harrington Geotechnical Engineering, Inc.

PLATE B-5



	Specimen Identification		Classification	DD	MC%
●	B-3	30.0	SILTY SAND (SM)	113	10

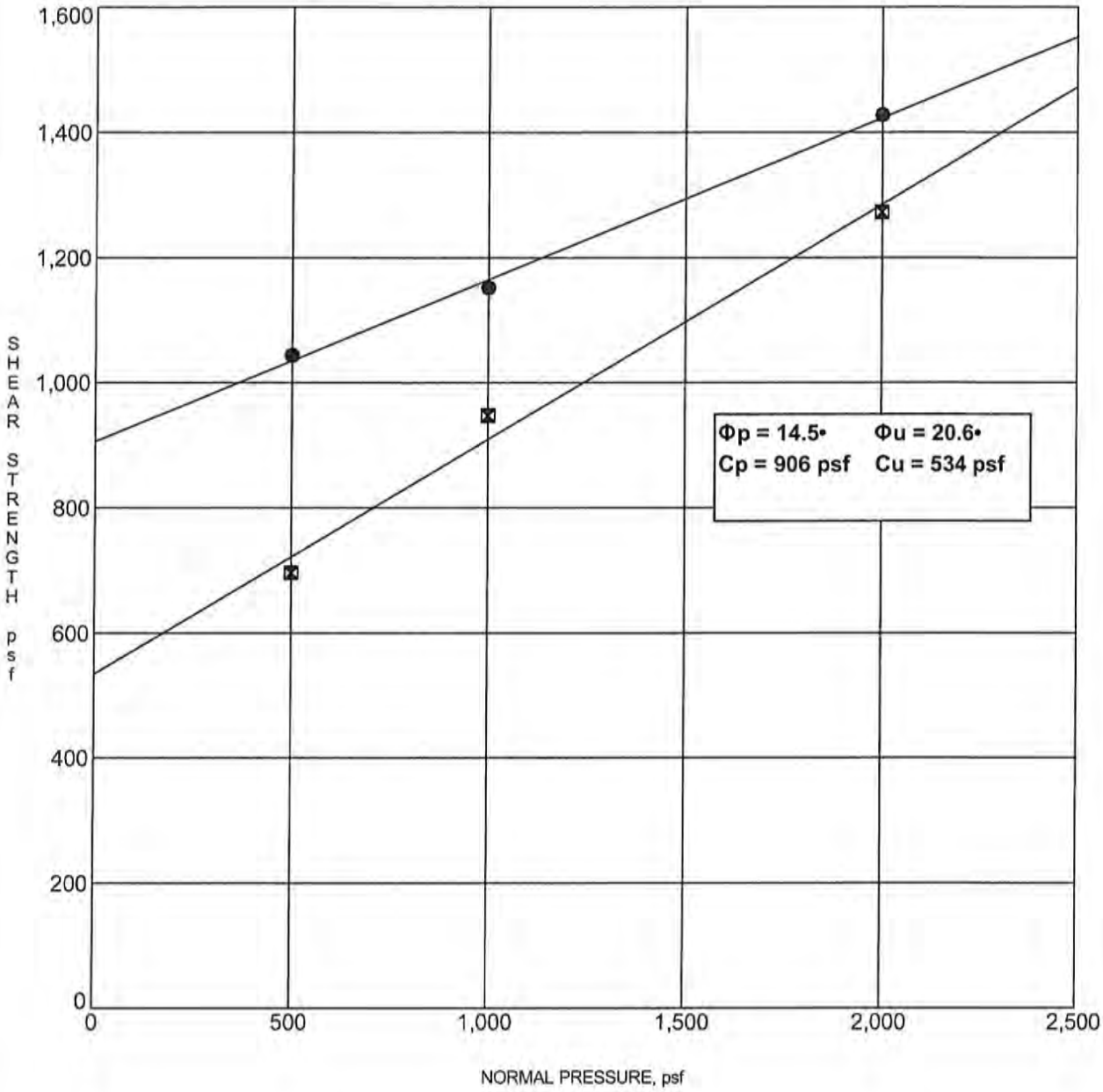
PROJECT **BREA RESERVOIR - BREA, CA**

JOB NO. **22-BREA-0074**
DATE **10/27/22**

CONSOLIDATION TEST

Harrington Geotechnical Engineering, Inc.

PLATE B-6



	Specimen Identification		Classification	DD	MC%
●	B-1	7.5	SANDY CLAY (CL), (Peak)	108	12
⊠	B-1	7.5	(Ultimate)		

PROJECT **BREA RESERVOIR - BREA, CA**

JOB NO. **22-BREA-0074**
DATE **10/27/22**

SHEAR TEST DIAGRAM

Harrington Geotechnical Engineering, Inc.

PLATE B-7

APPENDIX C

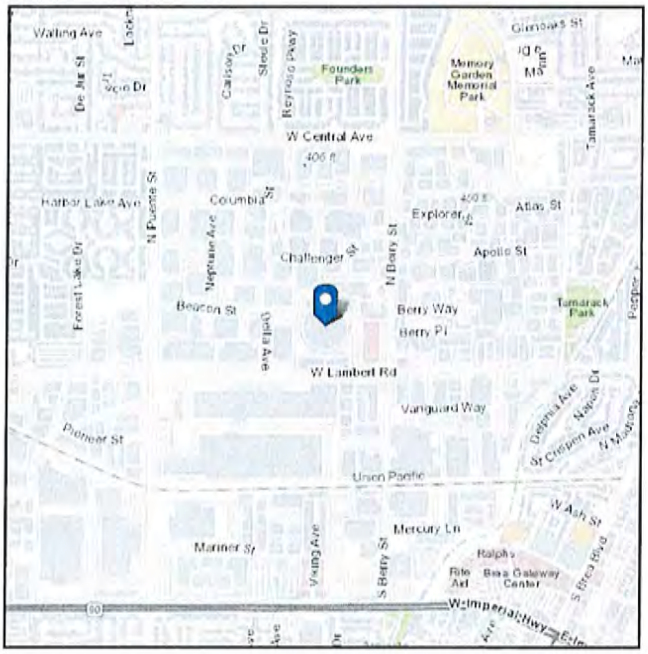
SEISMIC DATA AND RESPONSE SPECTRUM

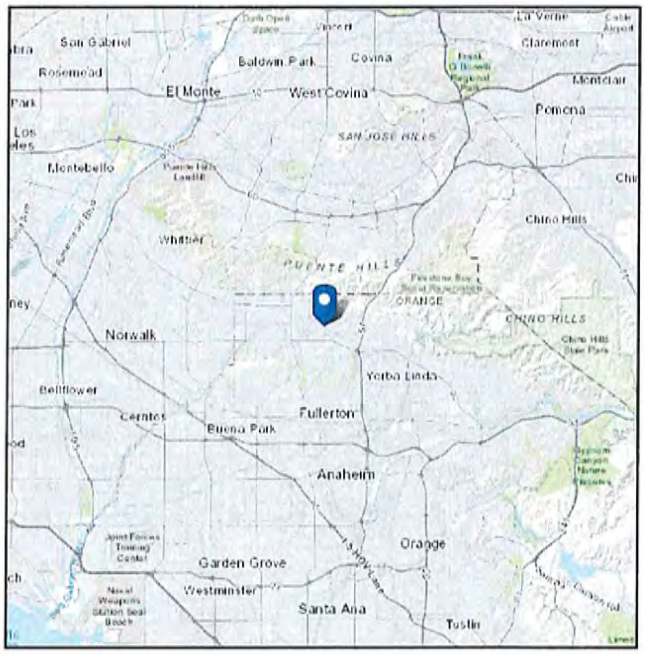
ASCE 7 Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: D - Stiff Soil

Latitude: 33.926038
Longitude: -117.909126
Elevation: 391.75 ft (NAVD 88)





ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

Seismic

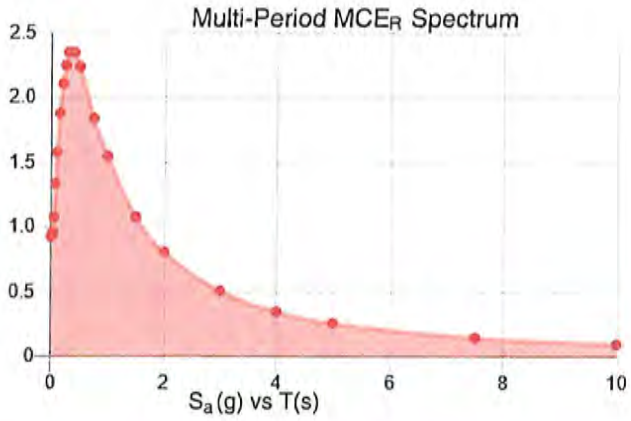
D - Stiff Soil

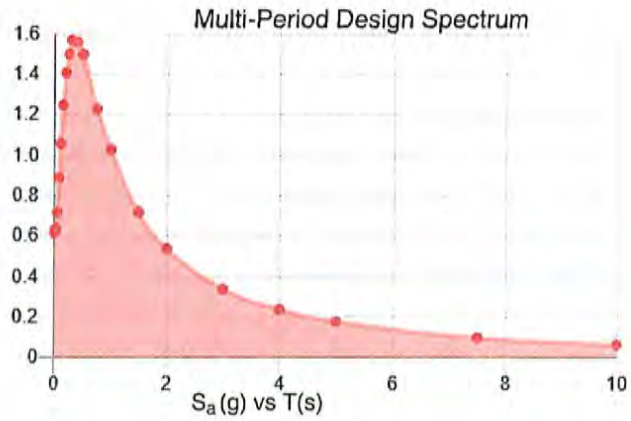
Site Soil Class:

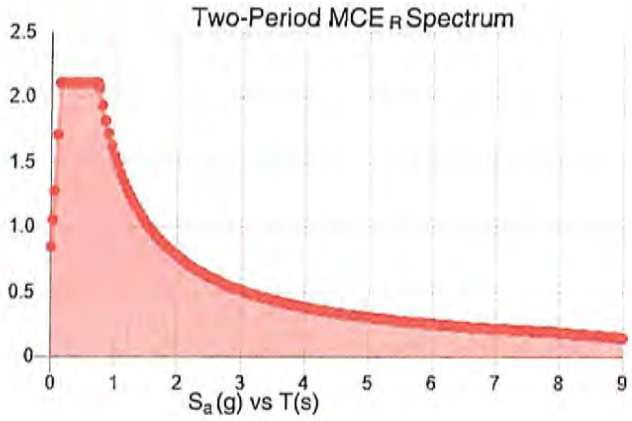
Results:

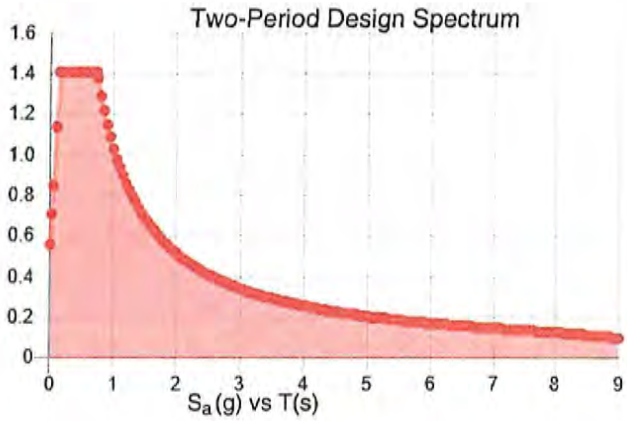
PGA_M :	0.81	T_L :	8
S_{MS} :	2.11	S_S :	2.05
S_{M1} :	1.55	S_1 :	0.72
S_{DS} :	1.41	V_{S30} :	260
S_{D1} :	1.03		

Seismic Design Category: D









MCE$_R$ Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Data Accessed: Fri Dec 09 2022

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

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LIMITED GEOTECHNICAL STUDY

UPPER RING ROAD PAVEMENT
IMPROVEMENT/REHABILIATION
CENTRAL RESERVOIR
545 NORTH BERRY STREET
BREA, CALIFORNIA

PREPARED FOR
BREA SERVICE CENTER
PUBLIC WORKS DEPARTMENT
545 NORTH BERRY STREET
BREA, CALIFORNIA

PREPARED BY
KOURY ENGINEERING &TESTING, INC.
14280 EUCLID AVENUE
CHINO, CALIFORNIA

PROJECT NO. 18-0580

SEPTEMBER 21, 2018

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TABLE OF CONTENTS

1. INTRODUCTION 1
2. PROPOSED IMPROVEMENTS 2
3. BACKGROUND 2
4. SITE CONDITIONS 2
5. FIELD EXPLORATION 3
6. LABORATORY TESTING 4
7. SUBSURFACE CONDITIONS 4
8. SITE GEOLOGY 5
9. CONCLUSIONS 6
10. RECOMMENDATIONS 6
11. OBSERVATIONS AND TESTING DURING CONSTRUCTION 8
12. CLOSURE 8
REFERENCES 9

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September 21, 2018
Project No. 18-0580

Mr. Rudy Correa, Water Distribution Supervisor
Public Works Department
Brea Service Center
545 N. Berry Street
Brea, CA 92821

SUBJECT: Limited Geotechnical Study, Phase 1
Upper Ring Road Pavement Improvement/Rehabilitation
Central Reservoir
545 North Berry Street
Brea, California 92821

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1. INTRODUCTION

This report presents the results of a preliminary Geotechnical and Geological Investigation performed by Koury Engineering & Testing, Inc. (Koury) for the proposed pavement improvements to the upper Ring Road of the Central Reservoir located at 545 N. Berry Street in the City of Brea, California (see Figure 1 in Appendix A for Vicinity Map). The study was performed to evaluate the surface and subsurface conditions at the site in order to determine the probable cause (s) of the Ring Road pavement distress and to provide recommendations for repair. This report provides geotechnical recommendations to improve the conditions or to rehabilitate the upper ring access road circling the 30 million gallon (MG) Central Reservoir.

Our professional services have been performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No other warranty, expressed or implied, is made as to the professional advice included in this report. This report has been prepared exclusively for the City of Brea Service Center, Public Works Department and their design consultants for the subject project. The report has not been prepared for use by other parties, and may not contain sufficient information for the purposes of other parties or other uses.

2. PROPOSED IMPROVEMENTS

Koury Engineering & Testing, Inc. (Koury) understands that the City of Brea Public Works Department plans to improve/rehabilitate the pavement along the upper ring road adjacent to the Central Reservoir.

3. BACKGROUND

The original reservoir was constructed as an earth retention dam in 1924 and due to its dimensions and the volume of water stored, it is under the jurisdiction of the California Division of Safety of Dams. The presently existing partially-above-ground concrete water reservoir, with a capacity of 30 million gallons, was constructed in 1979 to replace the earlier dam. In 1987/1988 the wooden roof was replaced with aluminum cladding panels. About 5 to 6 years ago, a series of solar panels were installed on top of the roof. The 30-foot high reservoir has a diameter of about 500 feet and is surrounded by a 2½- to 7-foot high block wall extending above the inner road (upper ring road). We understand that about 5 years ago the upper ring road was overlain with 3 to 4 inches of asphalt concrete placed directly over the previously existing asphaltic pavement surface.

A review of the 2003 Google air photo indicates that the upper ring road contained longitudinal cracks and localized asphalt patches at that time. In the 2007 air photo the cracks had become more numerous and larger. The cracks were furthermore accentuated in the 2013 air photo prior to the construction of the asphalt overlay.

4. SITE CONDITIONS

The main site feature is the 30-million-gallon reservoir with a diameter of about 500 feet. We understand the reservoir shell bottom extends partially below the outer/lower ring road elevation, which range between about 370 and 380 feet (NAVD88). The 15-foot wide upper ring road surrounding the reservoir has curbs and gutters at its outer edge, which are generally located about 1 to 3 feet away from descending slopes (see Figure A-2b for Geotechnical Cross Section).

The lower/outermost ring road is about 12 to 14 feet wide and is separated from the upper ring road by a slope ranging in heights from about 4 to 13 feet. From curb to curb, the upper and

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lower ring roads are about 30 to 32 feet apart on the south side of the reservoir and about 23 to 25 feet apart on the north side of the reservoir. The slopes between the upper and lower ring roads have inclinations of 2:1 (H:V) or flatter. The slopes are landscaped with bushes, shrubs, and localized ground cover; there was localized bare ground in several areas at the time of our site exploration.

Based on our site visit on June 5, 2018, we observed longitudinal cracks ranging from about ⅛ to 2 inches in width, and localized differential settlement along the upper ring road (Photos 1 and 2, Appendix A). Some areas have multiple cracks (Photo 3) and other areas indicate separation between the asphalt pavement and the curb (Photo 4). The cracks were previously filled in some areas (Photo 5). The previously repaired separation between the block wall and the upper road is apparently on the order of 1 to 2 inches wide. There are areas where we observed pavement separation on the order of ¼ to 2 inches between the asphalt pavement and the gutter. There were localized small cracks, possibly shrinkage cracks, on the block wall by the reservoir and slopes between the upper ring road and the lower ring road. There was no sign of major erosion on the slope face. However, in localized areas, the curbs & gutters exhibit cracks and separation along the joints.

5. FIELD EXPLORATION

The field exploration program consisted of drilling three soil test borings and coring through the pavement at eleven locations. The borings were drilled to depths of 21½ and 26½ feet on August 15, 2018, using 8-inch diameter hollow stem auger drilling equipment. The core holes were drilled on August 15 and 16, 2015, using a portable coring machine with 4-inch and 6-inch diameter core barrels. Not all the holes could be cored with a 6-inch diameter core bit due to the difficulty of properly anchoring the coring machine into the sun-heated asphalt. Hand augering was performed within Core Holes C-1, C-4 and C-5, which were cored with 6-inch core barrels. The locations of the borings and core holes are shown on the Boring and Coring Location Map, Figure A-1 presented in Appendix A.

Standard penetration test samples, California ring samples and bulk samples were obtained from the hollow-stem auger borings for laboratory testing. Asphalt samples were obtained from the core holes. The depths, blow counts, and description of the samples are shown on

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the attached boring logs presented in Appendix B of this report. The contractor used a 140-lbs. automatic hammer to drive the samplers 18 inches into the soils.

6. LABORATORY TESTING

Laboratory tests, including moisture content, #200 sieve wash, pocket penetrometer, direct shear, consolidation, expansion index, and asphalt core density were performed on selected samples obtained from the borings and core holes to aid in the classification of the materials encountered and to evaluate their engineering properties. The results of pertinent laboratory tests are presented on the boring logs in Appendix B, and/or in Appendix C.

7. SUBSURFACE CONDITIONS

The subsurface soil profile consists of fill underlain by older alluvium. Fill was encountered in all borings and core holes. Based on one of our borings, the fill depth below the upper ring road is on the order of 23½ feet.

Within the upper ring road, the fill generally consists of sandy lean clay and lean clay with sand overlain by aggregate base and asphalt concrete. The thickness of aggregate base encountered in the borings ranges from about 3 to 6 inches. The asphalt concrete consists of two layers; a base layer and an overlay layer. Based on the borings and core holes, the base asphalt layer ranges in thickness from about 2.8 to 5.7 inches with an average of approximately 3.8 inches. The asphalt cap overlay ranges in thickness from about 3 to 5.3 inches with an average of about 3¾ inches. The total thickness of existing asphalt ranges from about 6.5 to 9.1 inches.

No groundwater was encountered in the borings drilled during our field investigation.

The moisture contents of the clay generally range from moist to very moist and from about 9½ to 24½ percent with an average of about 17½. The dry unit weights of the clay soils range from 93 and 121 pcf with an average of about 106½ pcf. Our #200 sieve wash tests indicate that the clays have 50 to 84 percent fines contents (average of about 61%).

One direct shear test on the clay sample indicated a peak friction angle of about 27 degrees with a cohesion of approximately 520 psf. The corresponding ultimate values are about 26 degrees and 104 psf, respectively. The consolidation test on a clay sample indicated some swelling

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despite the high moisture and relatively high degree of saturation and the expansion index test result shows medium expansion potential (Expansion Index of 76). The consolidation test also indicated moderate consolidation potential for the clay fill.

The pocket penetrometer test results show that the unconfined compressive strength of the tested samples ranges between approximately 0.75 and 4.5 tsf with an average of about 3.0 tsf (tons per square foot).

The asphalt core density tests indicate bulk specific gravity between about 2.1 and 2.4 with an average of about 2.3 and unit weights/density ranging from about 130.9 to 149.1 pcf with an average of about 142.9 pcf. Based on an assumed maximum density of the asphalt of 151 pcf, the relative compaction of the asphalt ranges between about 93 and 97 percent with an average slightly below 95 percent.

Detailed descriptions of the soil stratigraphy are presented on the attached boring logs in Appendix B. The soil conditions described in this report are based on the soils observed in the test borings and in some of the core holes excavated for this investigation and the laboratory test results. Variations between and beyond the borings and core holes should be anticipated.

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8. SITE GEOLOGY

The site is located within the Los Angeles physiographic basin. The Los Angeles physiographic basin is part of the Peninsular Ranges Geomorphic Province. The Peninsular Ranges extend north to the San Gabriel Mountains and south into Mexico to the tip of Baja California. The Peninsular Ranges Province is characterized by alluviated basins, elevated erosion surfaces, and northwest-trending mountain ranges bounded by northwest trending faults. The area is within the southeastern portion of the Los Angeles physiographic basin, which is characterized by sedimentary rocks of Tertiary age.

Based on the Geologic Map of the Santa Ana 30’x60’ Quadrangle compiled by D.M. Morton, the site is underlain by very old alluvial fan deposits. Our borings encountered fill to a depth of 23½ feet and older alluvium below that depth.

9. CONCLUSIONS

The pavement distress in the form of cracks and deformation appears to be mostly localized. Most of the cracks are in the longitudinal direction and roughly parallel to the curbs.

No groundwater was encountered in our borings and no seepage was observed on the slopes. It does not appear that groundwater has contributed to the pavement distress.

The subgrade soils were found to be firm to stiff with moderate compressibility, and some of the pavement cracking is attributed to soil settlement. Some of the cracking is also attributed to lack of construction uniformity and inadequate compaction. There are also seam/shrinkage cracks where the paving machine did not get close enough to the curb or to the previously laid asphalt; these areas are often the first ones to develop shrinkage cracking. Soil expansion may also have contributed to the separation of the pavement from the block wall and separation of the pavement from the road gutter.

During coring, several of the cores separated between the overlay and the old asphalt base. The tack coating that was used prior to placement of the overlay appears to have been inadequate in some areas.

Large portions of the asphalt pavement distress appear to have been caused by reflection cracking; the cracks in the old pavement are being reflected through the pavement overlay (see Figure A-2c for old pavement cracking conditions). We understand that no pavement grinding and/or pavement repair was performed prior to placement of the overlay about 5 years ago. No pavement fabric was used either based on our observation of the asphalt core obtained during this study. The old pavement conditions are, therefore, judged to be contributing to the distress of the asphalt overlay pavement.

10. RECOMMENDATIONS

A combination of repair methods can be used to improve the pavement conditions; namely, ongoing maintenance with crack filling, grinding and overlay, and removal and replacement of the overlay and the underlaying cracked pavement.

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Crack filling: Crack filling may be used for single random individual cracks that are less than 3/16 inch wide. It is recommended to use hot pour rubberized long-lasting flexible sealant.

Removal and reconstruction: Removal and reconstruction is recommended where there is differential settlement within the pavement and multiple cracks in close vicinity from each other (within 3 feet of each other). The existing pavement section should be removed to expose the subgrade soils. If the subgrade soils are excessively soft or loose, they should be excavated at least one additional foot. The depth of removal may have to be extended deeper if very loose/soft soils conditions are encountered at the excavation bottom. The Geotechnical Engineer should observe the excavation bottoms prior to scarification and recompaction and provide recommendations accordingly. The excavation should extend approximately 18 inches laterally on both sides of the cracks.

The new pavement section should consist of at least 6 inches of aggregate base overlain by 6 inches of asphalt concrete. At the patch locations, the asphalt thickness should be adjusted as needed in order not to be one inch less than the existing asphalt thickness. The clay subgrade should be recompacted to at least 90 percent relative compaction at a moisture content of at least 115 percent of optimum prior to placement of the aggregate base. The subgrade should be in a non-pumping condition at the time of compaction.

The aggregate base and asphalt should be compacted to at least 95 percent relative compaction. Base course material should consist of Crushed Aggregate Base (CAB) or Crushed Miscellaneous Base (CMB) as defined, respectively, by Sections 200-2.2 and 200-2.4 of the Standard Specifications for Public Works Construction ("Greenbook").

Drainage: Pavement performance depends greatly on proper drainage within and along the boundary of the pavement. We observed that separation of the pavement from the concrete along the edge of the pavement in localized areas has created avenue for water to enter the pavement subgrade. It is recommended that these areas be sealed, or strips of pavement replaced in these areas to prevent water from entering the subgrade.

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11. OBSERVATIONS AND TESTING

This report has been prepared assuming that Koury will perform all geotechnically-related field observations and testing during construction. If the recommendations presented in this report are utilized, and observation of the geotechnical work is performed by others, the party performing the observations must review this report and assume the responsibility for the recommendations contained herein. That party would then assume the title "Geotechnical Consultant of Record."

A representative of the Geotechnical Consultant should be present to observe all grading operations as well as pavement construction.

12. CLOSURE

The findings and recommendations presented in this report were based on the results of our field and laboratory investigations, combined with professional engineering experience and judgment. The report was prepared in accordance with generally accepted engineering principles and practice. We make no other warranty, either expressed or implied. Soil characteristics can vary throughout the site. Koury should be notified if subsurface conditions are encountered, which differ from those described in this report since updated recommendations may be required. Samples obtained during this investigation will be retained in our laboratory for a period of 45 days from the date of this report and will be disposed after this period.

Should you have any questions concerning this submittal, or the recommendations contained herewith, please do not hesitate to call our office.

Respectfully submitted,
Koury Engineering and Testing, Inc.

Jacques B. Roy, P.E., G.E.
Principal Geotechnical Engineer

Mehrab Jesmani, PhD, PE, M. ASCE
Project Engineer

Distribution: 1. Addressee (a pdf copy via e-mail)
2. File (B)

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Appendix A: Maps, Plans and Photos

Vicinity Map – Figure A-1
Boring and Coring Location Map – Figure A-2a
Geotechnical Cross Section S-A' – Figures A-2b
Site Aerial Photo – 2013 – Figure A-2c
Geology Map – Figure A-3
Photo 1 – Figure A-4
Photo 2 – Figure A-5
Photo 3 – Figure A-6
Photo 4 – Figure A-7

Appendix B: Field Exploratory Boring Logs

Borings B-1 through B-3 and C-1, C-4 and C-5

Appendix C: Laboratory Test Results

Consolidation
Direct Shear
Expansion Index
Asphalt Core Density

Draft

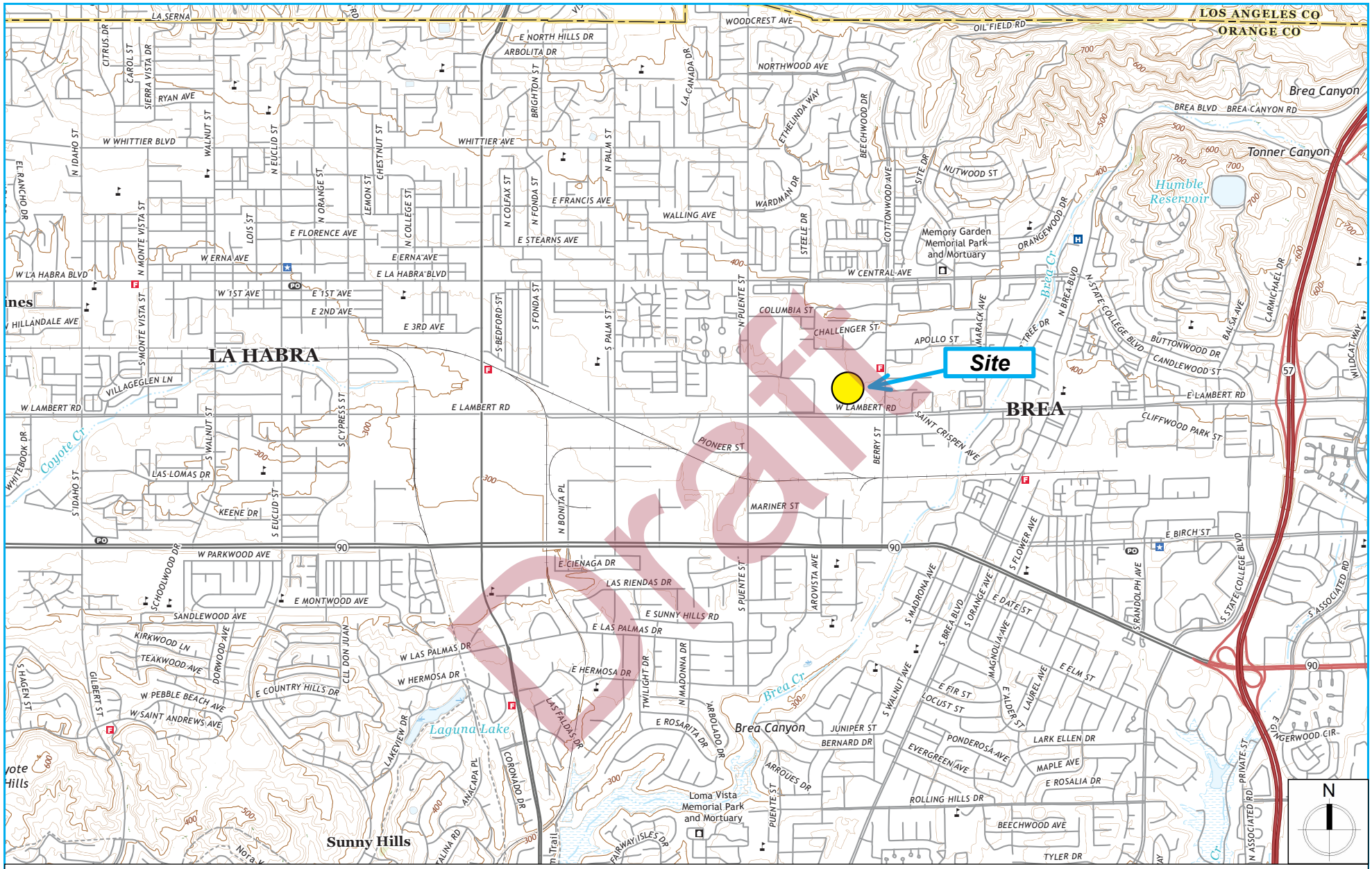
REFERENCES

1. City of Brea General Plan, Draft 2014-2021, Housing Element.
2. Standard Specifications for Public Works Constructions, 2018
3. USGS, 2004, Preliminary Digital Geologic Map of the Santa Ana 30'x60' Quadrangle, Southern California, Version 2, Open File report 99-172, Compiled by D.M. Morton.
4. United States Geological Survey, 2015, La Habra Quadrangle, California-Orange County, 7.5-Minute Series (Topographic) Map Quadrangle.

APPENDIX A

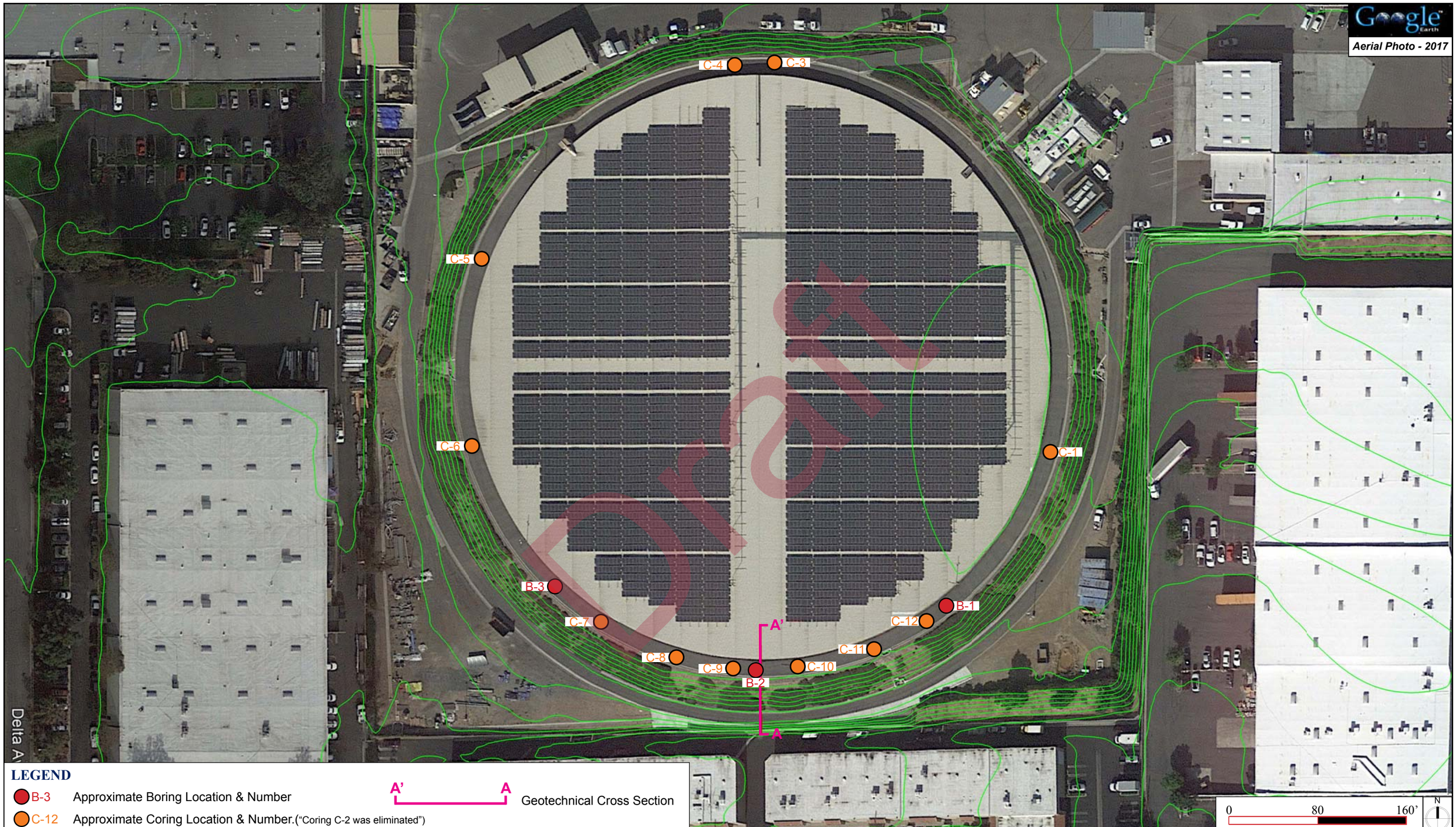
Maps, Plans and Photos

Draft



Reference: USGS Topographic Map, La Habra Quadrangle, California, 7.5-Minute Series 2018
Contour Interval 20 feet, NAVD 1988

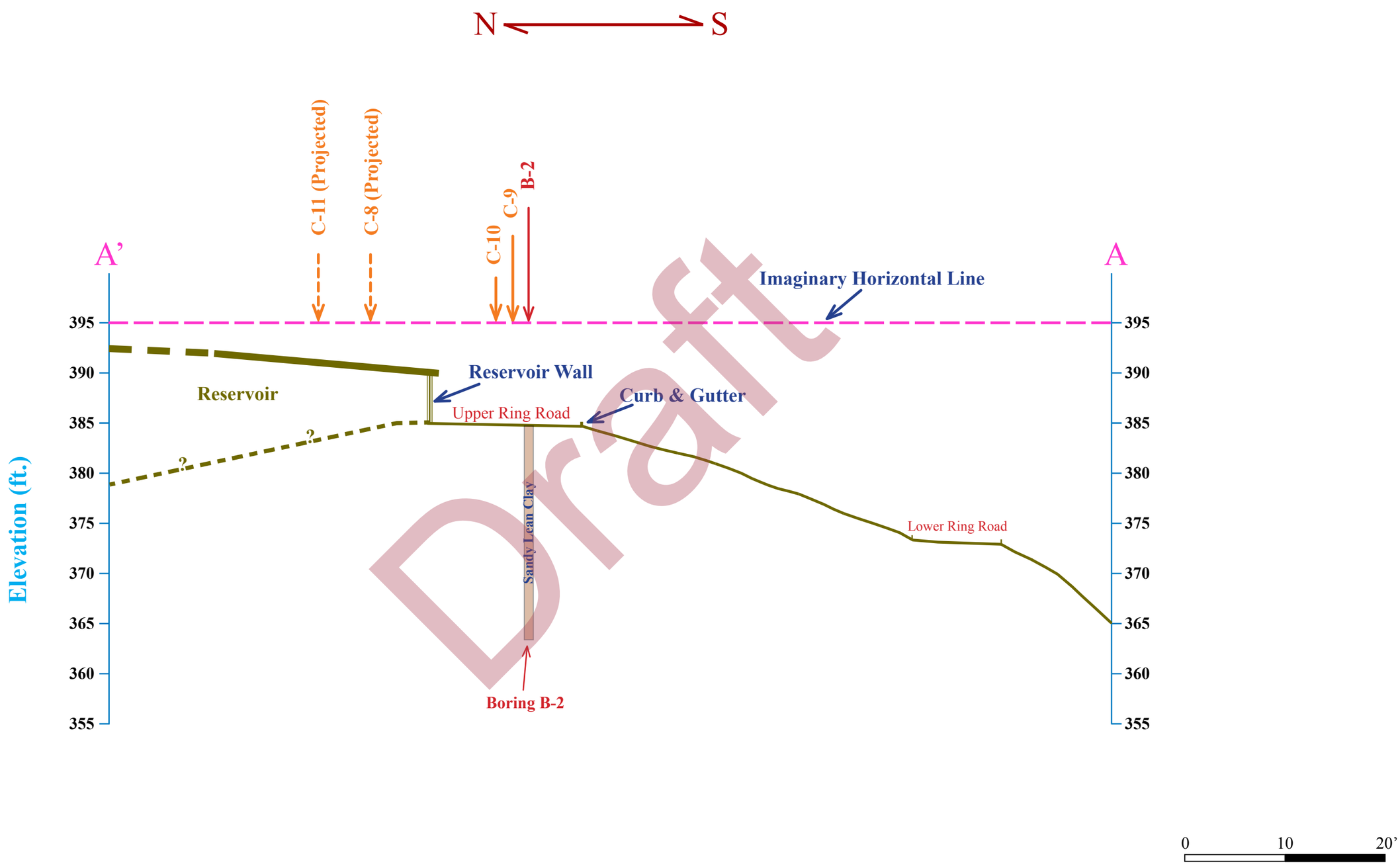
KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: 18-0580 Date: September 2018	Drawing Title: Vicinity Map	Figure: A-1



LEGEND

- B-3 Approximate Boring Location & Number
- C-12 Approximate Coring Location & Number.("Coring C-2 was eliminated")
- A' — A Geotechnical Cross Section

KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: 18-0580 Date: September 2018	Drawing Title: Boring & Coring Location Map	Figure: A-2a



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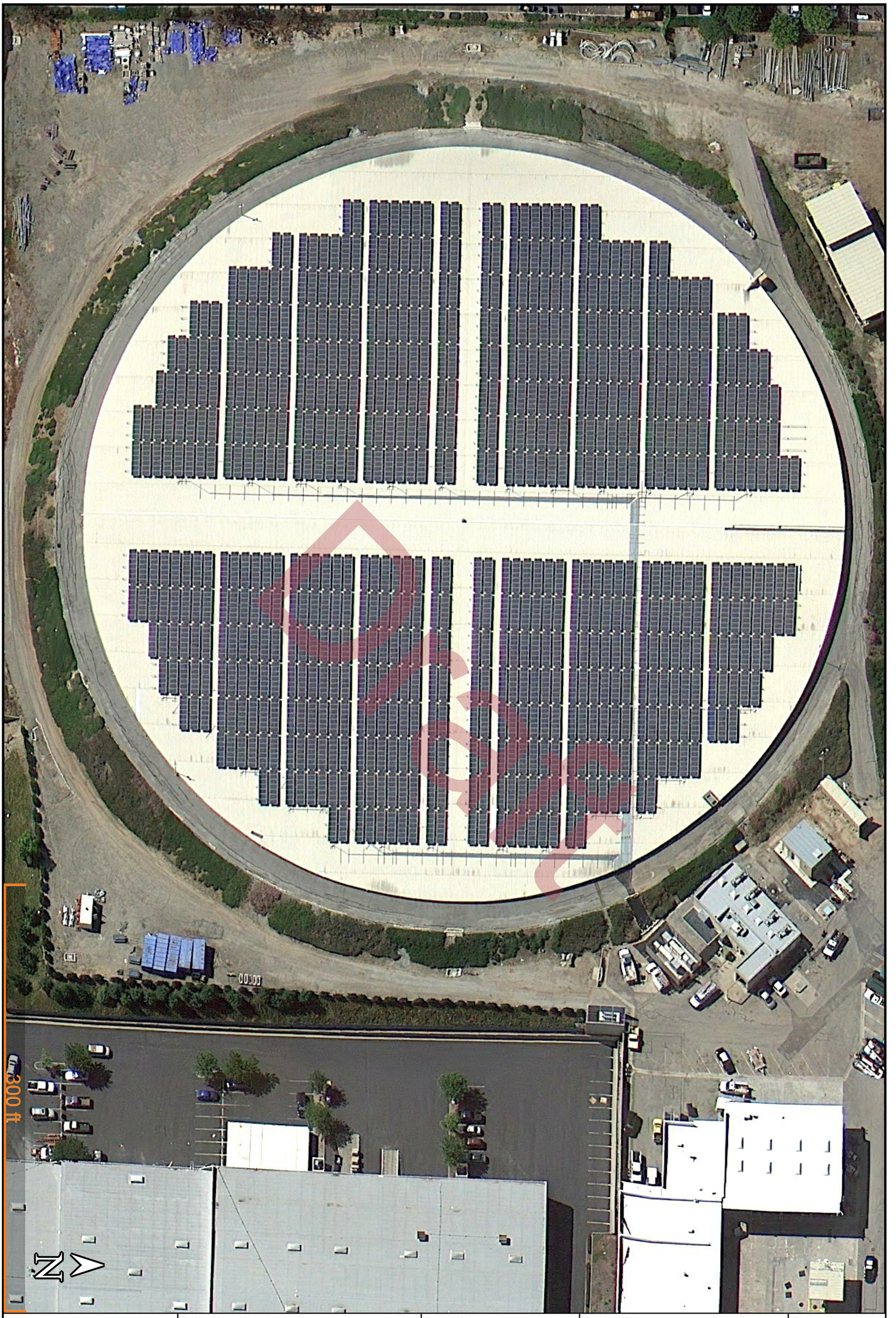
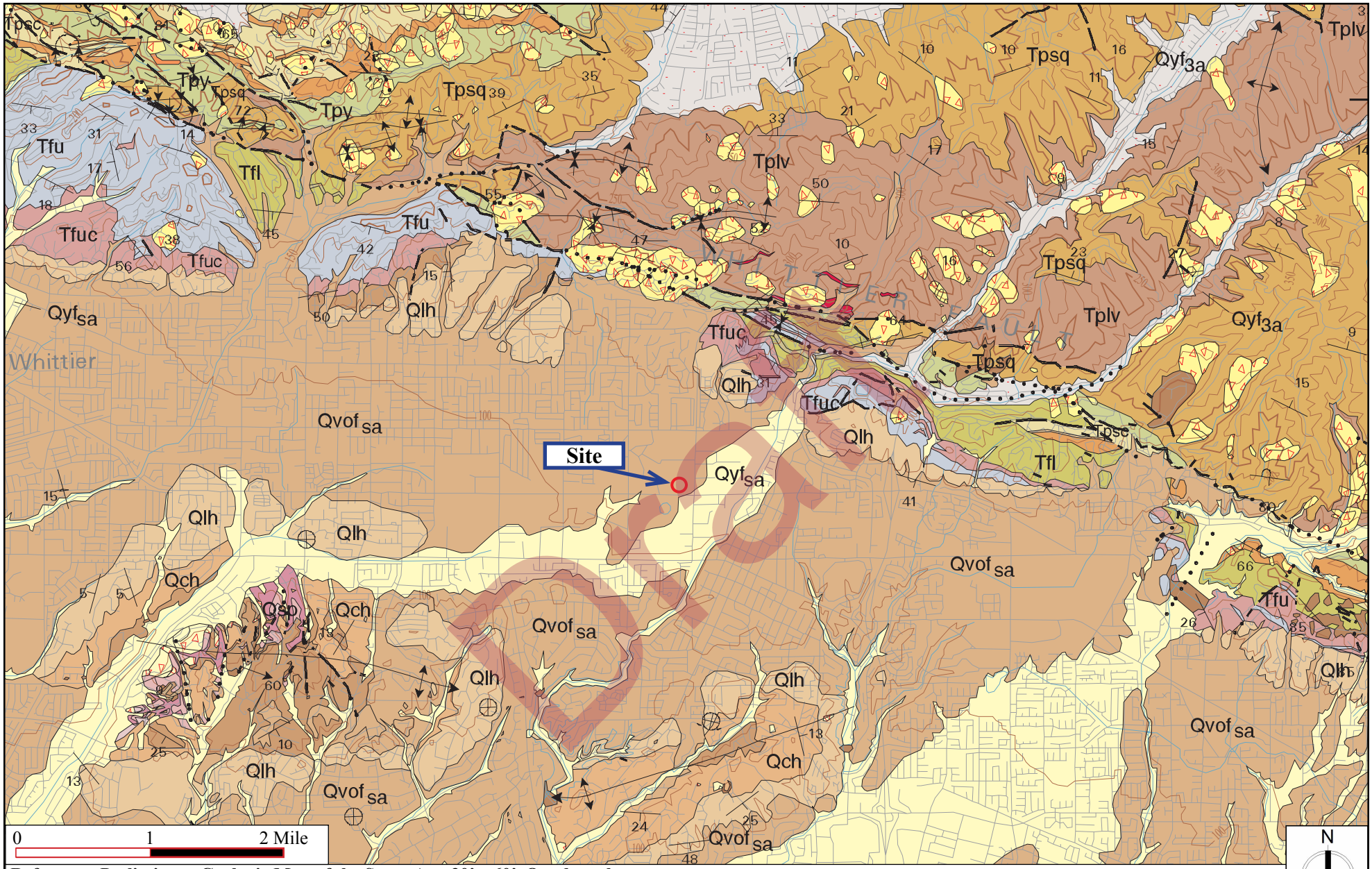
KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: 18-0580 Date: September 2018	Drawing Title: Geotechnical Cross Section A-A'	Figure: A-2b



KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: 18-0580 Date: September 2018	Drawing Title: Site Aerial Photo - 2013	Figure: A-2c



Reference: Preliminary Geologic Map of the Santa Ana 30' x 60' Quadrangle Southern California, Compiled by D. M. Morton, Version 2.0, 2004

Qvof — Very Old Alluvial Fan Deposits - Sandy Alluvium

KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: 18-0580 Date: September 2018	Drawing Title: Geology Map	Figure: A-3

KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: Date: September 2018	Drawing Title: Photo No. 1 Previously Filled Cracks & Longitudinal Random Cracks	Figure: A-4

KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: Date: September 2018	Drawing Title: Photo No. 2 Pavement Differential Settlement	Figure: A-5

KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: Date: September 2018	Drawing Title: Photo No. 3 Multiple Cracking	Figure: A-6

KOURY ENGINEERING & TESTING, INC.	Project Name: City Of Brea Ring Road Pavement Investigation	Project No.: Date: September 2018	Drawing Title: Photo No. 4 Separation Along Curb & Gutter	Figure: A-7

APPENDIX B

Field Exploratory Boring Logs

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KEY TO LOGS

SOILS CLASSIFICATION					
MAJOR DIVISIONS			GRAPHIC LOG	USCS SYMBOL	TYPICAL NAMES
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVELS MORE THAN 50% OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS LESS THAN 5% FINES		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES MORE THAN 12% FINES		GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES
	SANDS 50% OR MORE OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE	CLEAN SANDS LESS THAN 5% FINES		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		SANDS WITH FINES MORE THAN 12% FINES		SM	SILTY SANDS, SAND-SILT MIXTURES
				SC	CLAYEY SANDS, SAND-CLAY MIXTURES
FINE GRAINED SOILS 50% OR MORE OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT IS LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT IS 50 OR MORE			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR GRAVELLY ELASTIC SILTS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT AND OTHER HIGHLY ORGANIC SOILS

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GRAIN SIZES							
SILT AND CLAY	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		
	#200	#40	#10	#4	3/4"	3"	12"
SIEVE SIZES							

KEY TO LOGS (continued)

SPT/CD BLOW COUNTS VS. CONSISTENCY/DENSITY					
FINE-GRAINED SOILS (SILTS, CLAYS, etc.)			GRANULAR SOILS (SANDS, GRAVELS, etc.)		
CONSISTENCY	*BLOWS/FOOT		RELATIVE DENSITY	*BLOWS/FOOT	
	SPT	CD		SPT	CD
SOFT	0-4	0-4	VERY LOOSE	0-4	0-8
FIRM	5-8	5-9	LOOSE	5-10	9-18
STIFF	9-15	10-18	MEDIUM DENSE	11-30	19-54
VERY STIFF	16-30	19-39	DENSE	31-50	55-90
HARD	over 30	over 39	VERY DENSE	over 50	over 90

* CONVERSION BETWEEN CALIFORNIA DRIVE SAMPLERS (CD) AND STANDARD PENETRATION TEST (SPT) BLOW COUNT HAS BEEN CALCULATED USING "FOUNDATION ENGINEERING HAND BOOK" BY H.Y. FANG. (**VALUES ARE FOR 140 Lbs HAMMER WEIGHT ONLY**)

DESCRIPTIVE ADJECTIVE VS. PERCENTAGE	
DESCRIPTIVE ADJECTIVE	PERCENTAGE REQUIREMENT
TRACE	1 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

*THE FOLLOWING "DESCRIPTIVE TERMINOLOGY/ RANGES OF MOISTURE CONTENTS" HAVE BEEN USED FOR MOISTURE CLASSIFICATION IN THE LOGS.

APPROXIMATE MOISTURE CONTENT DEFINITION	
DEFINITION	DESCRIPTION
DRY	Dry to the touch; no observable moisture
SLIGHTLY MOIST	Some moisture but still a dry appearance
MOIST	Damp, but no visible water
VERY MOIST	Enough moisture to wet the hands
WET	Almost saturated; visible free water

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Boring Log

KOURY ENGINEERING & TESTING, INC.

Project No. : 18-0580
Project Name : Ring Road Reservoir Pavement

Boring No. : B-1
Sheet : 1 **of :** 1

Drilling Method : Hollow Stem 6" Auger
Sampling Method : Bulk - CD - SPT
Hammer Weight : 140 lbs **Drop Height :** 30"
Location : See Figure A-2

Ground Elevation:
Drilling Co. : Geoboden, Inc.
Date Drilled : 8/15/2018

Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows per 6"	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
				0				7.5 " of asphalt over 4" of aggregate base	
1	14.6							**FILL: Sandy Lean CLAY**; trace of gravel, moist, dark yellowish brown	#200 Wash Fines = 51%
2	24.3								#200 Wash Fines = 77%
3								**Lean CLAY with SAND;** stiff, moist to very moist, dark brown	
4	23.4	104	4 6 11	5					#200 Wash Fines = 76% PP = 2.5 - 3 tsf
5	19.0	104	3 5 7					**Sandy Lean CLAY;** firm to stiff, moist, dark brown	#200 Wash Fines = 50% PP= 0.75 - 1 tsf
				10			CL		
6	17.7		4 4 6	15				relatively dry, strong petroleum odor, gray zones	#200 Wash Fines = 66% PP=4.5-1.75tsf
7	17.3		2 3 5	20					#200 Wash Fines = 55% PP= 3 - 4.5 tsf
								End of Boring @ 21' 6" No groundwater encountered	
				25					
				30					
				35					
				40					

Bulk ⊠ CD ■ SPT ⊠

Draft

Boring Log

KOURY ENGINEERING & TESTING, INC.

Project No. : 18-0580
Project Name : Ring Road Reservoir Pavement

Boring No. : B-2
Sheet : 1 **of :** 1

Drilling Method : Hollow Stem 6" Auger
Sampling Method : Bulk - CD - SPT
Hammer Weight : 140 lbs **Drop Height :** 30"
Location : See Figure A-2

Ground Elevation:
Drilling Co. : Geoboden, Inc.
Date Drilled : 8/15/2018

Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows per 6"	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
				0				6" of asphalt concrete over 6" of aggregate base	
1	14.5							**Sandy Lean CLAY;** trace of gravel, firm to stiff, moist, brown	#200 Wash Fines = 70%
2	14.8								#200 Wash Fines = 61%
3	16.0		3 3 4	5				firm, bottom very moist	#200 Wash Fines = 54%
4	20.6	97	3 6 7					stiff, very moist	#200 Wash Fines = 64% PP = 2.5 tsf
5	16.8		1 3 4	10			CL	very dark gray, firm, petroleum odor, oily zone	#200 Wash Fines = 62%
6	20.7	111	6 10 14	15				oily zone, stiff	#200 Wash Fines = 52%
7	14.8		4 5 7	20					#200 Wash Fines = 50% PP = 3.5 - 4 tsf
				25				End of Boring @ 21' 6" No groundwater encountered	
				30					
				35					
				40					

Bulk ⊠ CD ■ SPT ⊠

Draft

Boring Log

KOURY ENGINEERING & TESTING, INC.

Project No. : 18-0580
Project Name : Ring Road Reservoir Pavement

Boring No. : B-3
Sheet : 1 **of :** 1

Drilling Method : Hollow Stem 6" Auger
Sampling Method : Bulk - CD - SPT
Hammer Weight : 140 lbs **Drop Height :** 30"
Location : See Figure A-2

Ground Elevation:
Drilling Co. : Geoboden, Inc.
Date Drilled : 8/15/2018

Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows per 6"	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
				0				4.5" asphalt concrete over 6" of aggregate base	
1	15.8						CL	**FILL:** **Sandy Lean CLAY;** stiff, moist, very dark brown	#200 Wash Fines = 60% PP = 4.0 tsf
2	16.7							brown	Fines = 60% PP=2.5 - 4.5 tsf
3	12.8			5				dark brown	Fines = 59%
4	18.9	113	9 9 8					oily smell, trace of gravel, stiff to very stiff, dark brown	Fines = 70% PP = 4- 4.5 tsf
5	22.4		2 3 5						Fines = 73%
6	23.4	93	4 6 8	10				**Lean CLAY with SAND;** stiff, moist to very moist, brown with dark brown inclusions	#200 Wash Fines = 84% PP=1.5 - 2.5 tsf
7	18.0		4 5 5	15				**Sandy Lean CLAY;** stiff, moist, brown with dark brown	#200 Wash Fines = 54% PP= 3.5 - 4 tsf
8	14.8		5 9 9	20					Fines = 50% PP = 4.5 tsf
9	22.0	110	9 32 50/3"	25				**OLDER ALLUVIUM:** **Sandy Lean CLAY;** very stiff to hard, moist, brown with dark brown layers	#200 Wash Fines = 70% PP = 4.5 tsf
				30 35 40				End of Boring @ 26' 6" No groundwater encountered	

Bulk ☒ CD ■ SPT ☒

Draft

Boring Log

KOURY ENGINEERING & TESTING, INC.

Project No. : 18-0580
Project Name : Ring Road Reservoir Pavement

Boring No. : C-1
Sheet : 1 of : 1

Drilling Method : Coring and 4" Hand Auger
Sampling Method : Bulk - SPT
Hammer Weight : 140 lbs Drop Height : 30"
Location : See Figure A-2

Ground Elevation:
Drilling Co. : Koury
Date Drilled : 8/15/18

Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows per 6"	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
				0				8.6" of asphalt concrete over 3" of aggregate base	
1	15.7						CL	**FILL:** **Sandy Lean CLAY;** firm, moist, dark brown	PP = 2.5 tsf Fines = 57%
2	16.1								Fines = 57%
3	17.6							stiff, trace of gravel	Fines = 63%
				5				End of Boring @ 4' 3" No groundwater encountered	
				10					
				15					
				20					
				25					
				30					
				35					
				40					

Bulk ☒ CD ■ SPT ☒

Draft

Boring Log

KOURY ENGINEERING & TESTING, INC.

Project No. : 18-0580
Project Name : Ring Road Reservoir Pavement

Boring No. : C-4
Sheet : 1 of : 1

Drilling Method : Coring and 4" Hand Auger
Sampling Method : Bulk
Hammer Weight : 140 lbs Drop Height : 30"
Location : See Figure A-2

Ground Elevation:
Drilling Co. : Koury
Date Drilled : 8/15/18

Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows per 6"	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
1	5.1			0				6.4" of asphalt concrete over 6" of aggregate base	Fines = 10% Gravel = 45%
2	13.2						CL	**FILL:** **Sandy Lean CLAY;** trace of gravel, stiff, moist, brown	Fines = 58% Gravel = 5%
3	9.7								Fines = 53% Gravel = 4%
4									
				5				End of Boring @ 4' No groundwater encountered	
				10					
				15					
				20					
				25					
				30					
				35					
				40					

Bulk ☒ CD ■ SPT ☒

Draft

Boring Log

KOURY ENGINEERING & TESTING, INC.

Project No. : 18-0580
Project Name : Ring Road Reservoir Pavement

Boring No. : C-5
Sheet : 1 of : 1

Drilling Method : Coring and 4" Hand Auger
Sampling Method : Bulk - CD - SPT
Hammer Weight : 140 lbs Drop Height : 30"
Location : See Figure A-2

Ground Elevation:
Drilling Co. : Koury
Date Drilled : 8/16/18

Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows per 6"	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
				0				5.8" of asphalt concrete over 4" of aggregate base	
1	15.8								Fines = 59%
									PP = 2.5 tsf
2	11.1	121					CL	**FILL:** **Sandy Lean CLAY;** trace of gravel, stiff, moist, very dark brown with grayish brown inclusions	Fines = 60%
									PP = 3 - 4.5 tsf
3	15.7								Fines = 62%
									PP = 2.5 tsf
4	14.4								Fines = 55%
				5				End of Boring @ 4' No groundwater encountered	
				10					
				15					
				20					
				25					
				30					
				35					
				40					

Bulk ☒ CD ■ SPT ☒

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APPENDIX C

Laboratory Test Results

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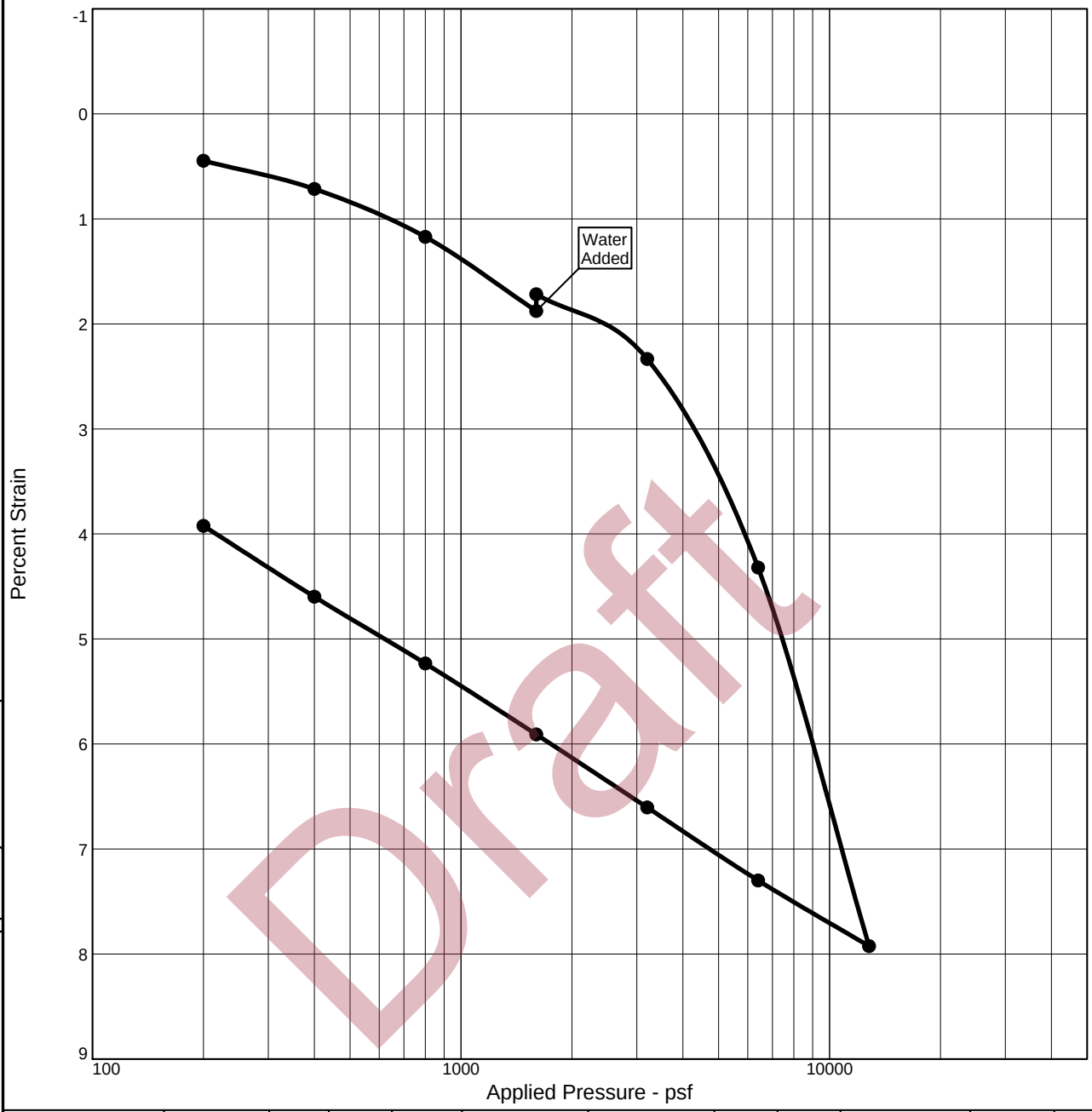
CONSOLIDATION TEST REPORT



Natural Sat.	Natural Moist.	Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (psf)	P_c (psf)	C_c	C_s	Swell Press. (psf)	Swell %	e_o
88.9 %	24.4 %	96.8			2.7		4802	0.21	0.04	432	0.2	0.741

MATERIAL DESCRIPTION	USCS	AASHTO
Observed as: Brown and Greenish Grey Silty Clay	Observed as: CL	

Project No. 18-0580 **Client:**

Project: Brea Ring Road

Location: B1 @ 6' **Sample Number:** 2018-231

Remarks:

Lab #: 5272.

Koury Engineering & Testing, Inc.

Chino, CA

Figure

These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicitive of apparently identical samples.

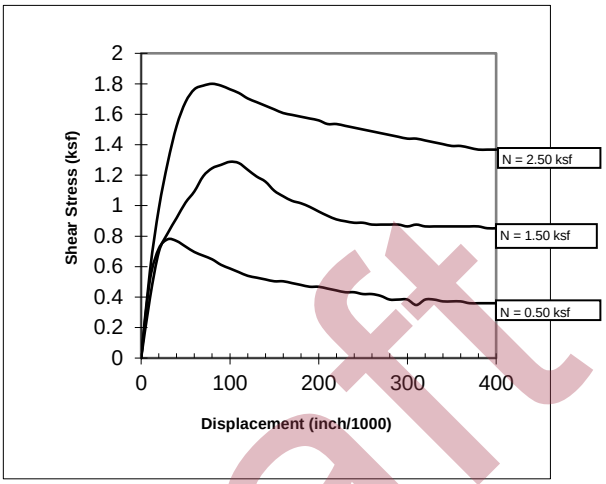
Tested By: Mathew F. Perry **Checked By:** _____

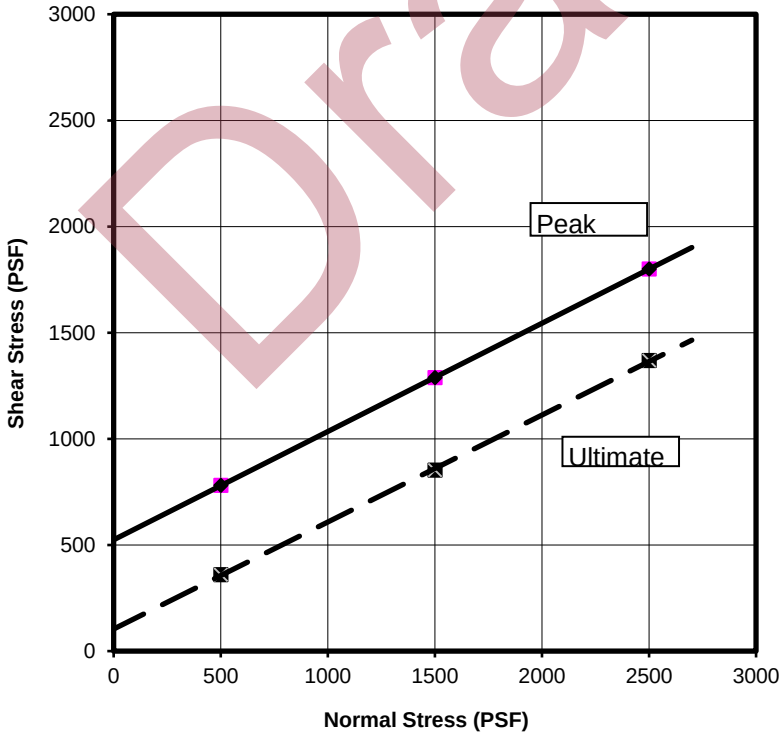
Direct Shear Test Report

Sample Identification	Sample Description	Sample Test State
B1 @ 6'	Dark Brown Clay	Saturated-Consolidated

Peak:	**Phi (Degrees)**	**27.0**	(Avg.Dry Dens. = 101.2 pcf)
	Cohesion (PSF)	**524.3**	(Avg.Moist. = 20.9 %)
Ultimate:	**Phi (Degrees)**	**26.7**	
	Cohesion (PSF)	**104.0**	

☑ **Relatively Undisturbed**
☐ **Remolded**





Draft

KOURY ENGINEERING & TESTING, INC.	Project Name: Ring Road Pavement Investigation	Project No.: 17-0157 Date: 9/1/18	Lab # 5260

EXPANSION INDEX TESTS

DENSITY AND MOISTURE CONTENT DATA - EI TEST

Location/ Elevation	B1 @ 2' - 3'	
USCS Symbol	CL	
Normal Load (psf)	144	
SAMPLE CONDITION	Initial	Final
Wt Specimen & Ring (gr)	733.070	
Wt. of ring (gr)	364.15	
Wt. Specimen (gr)	368.920	
Specimen diameter (in)	4.010	
Specimen radius (cm)	5.09	
Area of Specimen (cm^2)	81.479	
Init. Spec. height (in)	0.9995	N/A
Height change (final)(in)	N/A	0.0761
Adjusted Spec.height(in)	1.00	0.9234
" " (cm)	2.539	2.345
Specimen Volume (cm^3)	206.854	
Moist Density (pcf)	111.34	
MOISTURE CONTENT		
Wt. moist soil+tare(gr)	211.73	211.73
Wt. dry soil+tare(gr)	188.02	188.02
Wt. of tare(gr)	19.68	19.68
Wt. dry soil (gr)	168.34	168.34
Wt. of water (gr)	23.71	23.71
M/C (%)	14.08	14.08
DRY DENSITY (pcf)	97.6	
% Saturation* (48%-52%)	52.3	

*Assumes Gs =	2.7
EXPANSION INDEX =	76
Potential Expansion *(per ASTM 4829-08)*	Medium

Draft

KOURY ENGINEERING & TESTING, INC.

Project Name:	Project No.: 18-0580	Run by: MFP	Lab:
Brea Ring Road	Date: 9/5/18	QA:	5262

Asphalt Core Density

Sample ID and Location	Initial Weight of Untrimmed Core - (lbs)	Initial Size of Sample - Approximate Measurements - (in)		Fabric on Initial Core Sample (Yes or No)	Size of Trimmed Sample (in)		Trimmed Sample Weight (lbs)			Water Absorption (%)	Bulk Specific Gravity at 25°C	Density at 25°C (pcf)
		Diameter	Length		Diameter	Length	Dry in Air	SSD in Air	in Water			
							A	B	C	100x(B-A)/(B-C)	SG=A/(B-C)	SGx62.24
C-01	19.59	5.95	8.594	No	5.95	7.7795	17.8920	17.9695	10.3245	1.0	2.340	145.7
C-03_1	11.14	5.95	5.3185	No	5.95	4.452	10.0470	10.1190	5.7910	1.7	2.321	144.5
C-04 - Upper Portion	7.91	5.95	3.6035	No	5.95	3.5225	7.7375	7.8550	4.4620	3.5	2.280	141.9
C-04 - Lower Portion	5.84	5.95	2.8135	No	5.95	2.514	5.0925	5.2615	2.8990	7.2	2.156	134.2
C-05 - Upper Portion	6.81	5.95	3.0055	No	5.95	2.934	6.6735	6.7145	3.8830	1.4	2.357	146.7
C-05 - Lower Portion	6.34	5.95	2.843	No	5.95	2.881	5.6715	5.8620	3.1645	7.1	2.103	130.9
C-06 - Large Diameter	7.95	5.95	3.3615	No	5.95	3.236	7.3780	7.4050	4.2695	0.9	2.353	146.5
C-06 - Small Diameter	5.15	3.75	5.7045	No	3.75	5.18	4.7010	4.7150	2.7185	0.7	2.355	146.6

Draft

KOURY ENGINEERING & TESTING, INC.	Project #: 18-0580	Project Name: Brea Ring Road Pavement	Date: 8/29/18	Lab #: 5253
				By: MFP

Asphalt Core Density

Sample ID and Location	Initial Weight of Untrimmed Core - (lbs)	Initial Size of Sample - Approximate Measurements - (in)		Fabric on Initial Core Sample (Yes or No)	Size of Trimmed Sample (in)		Trimmed Sample Weight (lbs)			Water Absorption (%)	Bulk Specific Gravity at 25°C	Density at 25°C (pcf)
		Diameter	Length		Diameter	Length	Dry in Air	SSD in Air	in Water			
							A	B	C	100x(B-A)/(B-C)	SG=A/(B-C)	SGx62.24
C-07	2.60	3.75	2.9815	No	3.75	2.745	2.4495	2.4540	1.4190	0.4	2.367	147.3
C-08	6.39	3.75	7.786	No	3.75	5.704	4.8970	4.9905	2.8215	4.3	2.258	140.5
C-09	5.52	3.75	6.487	No	3.75	5.301	4.6390	4.6930	2.6580	2.7	2.280	141.9
C-10	6.17	3.75	7.907	No	3.75	3.8915	3.3740	3.4030	1.9085	1.9	2.258	140.5
C-11	3.22	3.75	3.8045	No	3.75	3.24	2.8490	2.8640	1.6195	1.2	2.289	142.5
C-12 - Upper Portion	3.14	3.75	3.5815	No	3.75	3.417	2.9975	3.0155	1.7255	1.4	2.324	144.6
C-12 - Lower Portion	3.24	3.75	3.8545	No	3.75	2.939	2.5820	2.5845	1.5065	0.2	2.395	149.1

Draft

KOURY ENGINEERING & TESTING, INC.	Project #: 18-0580	Project Name: Brea Ring Road Pavement	Date: 8/29/18	Lab #: 5253
				By: MFP

Bidder: Sol Construction Inc

SECTION C

PROPOSAL

for

BERRY STREET RESERVOIR RING ROAD REHABILITATION
CIP NO. 7965

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within a total of **40** working days, starting from the date of the first Notice to Proceed until project completion.

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

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

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

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

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

Addenda No.	*Date Received*	*Bidder's Signature*

SECTION C

Berry Street Reservoir Ring Road Rehabilitation
CIP NO. 7965

PROJECT BID SCHEDULE

Berry Street Reservoir Ring Road Rehabilitation CIP NO. 7965					
ITEM #	**DESCRIPTION**	**UNIT**	**EST. QTY**	**UNIT PRICE (in figures) DOLLARS**	**ITEMS TOTAL (in figures) DOLLARS**
1	Mobilization and Demobilization (5% Max)	LS		77,064.00	$ 77064.00
2	Clearing and Grubbing	LS		24,168.00	$ 24,168.00
3	Over-Excavate Existing Slope per Detail 1 on Sheet 5	SF	22,336	2.25	$ 50.256.00
4	Backfill Slope Area per Detail 1 on Sheet 5	SF	22,336	3.00	$ 67,008.00
5	Construct Concrete Slope Paving per Detail 2 on Sheet 5	SF	22,336	13.00	$ 290.368.00
6	Remove Existing Curb & Gutter	LF	215	12.00	$ 2,580.00
7	Mill Existing Pavement (Variable Depth)	SF	15,340	2.00	$ 30,680.00
8	Sawcut and Remove Existing Roadway Structural Section	CY	395	191.00	$ 75,445.00
9	Construct 8" Curb & Gutter, Type A-2	LF	215	55.00	$ 11,825.00
10	Furnish and Place Asphalt Concrete	TON	606	188.00	$ 113,928.00
11	Furnish and Place Crushed Miscellaneous Base	TON	371	61.00	$ 22,631.00
12	Adjust Water Valve to Grade	EA	2	700.	$ 1,400.00
13	NPDES/BMP's	LS		12,000	$ 12,000.00
			TOTAL AMOUNT	**$**	779,353.00

TOTAL BID AMOUNT (Words):

Seven hundred Seventy nine Thousand Three hundred Fifty Three Dollars.

1. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders_____ (Bidders Initials)**

LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	*% Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
1	.64%	Onyx Paving Company Inc		Same	Same
7	1.7%	2890 E. La Cresta Ave.		Same	Same
10	12.5%	Anaheim, CA. 92806	630360	A & C	1000004798
TOTAL	15% +				

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, Manuel Andrade, am the
(Print Name)

President of Sol Construction, Inc.
(Position/Title) (Name of Company)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 2nd day of April, 20 23

Sol Construction Inc.
Name of Bidder

Signature of Bidder

231 E. Alessandro Blvd # A445
Riverside CA 92508
Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title Manuel Andrade President.

Firm Sol Construction, Inc.

Date 4-2-2023

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Council Members:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **BERRY STREET RESERVOIR RING ROAD REHABILITATION CIP NO. 7965.** (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Sol Construction, Inc.
Contractor

By Manuel Andrade

President
Title

Date: 4-2-2023

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes ☒ No

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

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Sol Construction, Inc
Contractor

By Manuel Andrade
President
Title

Date: 4-2-2023

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Sol Construction, Inc.
Bidder Name

231 E. Alessandro Blvd. # A445
Business Address

Riverside CA 92508
City, State Zip

(951) 653-1155
Telephone Number

Mandrade@Sol-Construction.com
Email Address

812330 A - General.
State Contractor's License No. and Class

1000012204
DIR Registration Number

9-10-2002
Original Date Issued (State Contractor's License)

9-30-2024
Expiration Date

The work site was inspected by Adrian Andrade of our office on 4-18-, 2023

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

Manuel Andrade	President Sol Construction.

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

Company Name

Signature of Bidder

Manuel S Andrade.

Printed or Typed Signature

Subscribed and sworn to before me this 02 day of MAY, 20 23

NOTARY PUBLIC

JASON WONG
COMM. #2306941
Notary Public - California
Los Angeles County
My Comm. Expires Sep. 26, 2023

NOTARY SEAL

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

1. OCDPW 1152 E. Fruit ST. Santa Ana. CA. 92701

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Mario Garcia (714) 599-0681

Contract Amount	Type of Work	Date Completed
$ 2,415,348.95	Slope Paving Sunset Channel channel access ramps.	from. 4-7-21 - TO - 7-23-21

2. ~~La Pata Reservoir~~ OCDP 1152 E. Fruit St. Santa Ana CA 92701

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Michael Hatch. (714)-6674989

Contract Amount	Type of Work	Date Completed
1,523.616.	La Pata. Reservoir	7-9-2020

3. OCDPW. 1152 E. Fruit ST. Santa Ana CA. 92701

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Mario Garcia. (714) 599-0681

Contract Amount	Type of Work	Date Completed
609,323.17	Channell Access rds. Bolsa Chica Channell.	8-20-2020

Responsible Bidder – Supplemental Questionnaire

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

   21 Years

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

   ☐ Yes ☒ No

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

Case Number	Bankruptcy Court	Date Filed

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

   ☐ Yes ☒ No

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

Case Number	Bankruptcy Court	Date Filed

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

If "yes," explain on a separate page.

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

    ☐ Yes ☒ No

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

    ☐ Yes ☒ No

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

    ☐ Yes ☒ No

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

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

    ☐ Yes ☒ No

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

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

    %

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

    ☐ Yes ☒ No

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE *Everest Reinsurance Company

Sol Construction, Inc.

as PRINCIPAL, and*

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

In no case shall the liability of the surety hereunder exceed the sum of $ Ten Percent of Total Amount Bid-- (10% of Bid). THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on May 2, 2023.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 20**.

**23

Sol Construction, Inc.
Principal

By: [signature]

Everest Reinsurance Company
Surety

By: [signature]
Rebecca Haas-Bates, Attorney-in-Fact

PLEASE SEE ATTACHED

BID BOND
ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of California)
County of LOS ANGELES)
)

On 02 MAY 2023 before me, JASON WONG (NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared MANUEL SALVADOR ANDRADE

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

NRO1 JASON WONG
COMM. #2306941
Notary Public - California
Los Angeles County
My Comm. Expires Sep. 26, 2023 NRO1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 04/28/2023 before me, Alma Karen Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 04/28/2023
Number of Pages: Two(2) Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:
Everest Reinsurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this **15th day of February 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified In Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 28th day of April 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

By: Nicole Chase, Assistant Secretary

ES 00 01 04 16

SECTION D

CONSTRUCTION AGREEMENT

BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965

This Construction Agreement ("Agreement") is dated 06/28, 2023 for reference purposes and is executed by the City of Brea, a California municipal corporation, and Sol Construction, Inc. a California Corporation ("Contractor"). Contractor's CSLB license number is 812330 A - General. Contractor's DIR registration number is 1000012204.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965** ("Project").

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

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

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

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of $ 779,353.00. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

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

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

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

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

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2015 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **40** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

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

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

7. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

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

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

8. <u>LABOR CODE COMPLIANCE</u>:

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this

Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

9. **UNRESOLVED DISPUTES**:

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

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

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

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

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

13. TRENCHING AND EXCAVATIONS:

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

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

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

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

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof,

or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

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

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

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

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

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

17. <u>ASSIGNMENT</u>: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. <u>CONTRACTOR'S REPRESENTATIONS</u>: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and

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

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

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

To Contractor:
Manuel Salvador Andrade
Sol Construction Inc.
231 East Alessandro Blvd. #A445
Riverside, CA 92508

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

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

22. **INCORPORATION OF MANDATORY LANGUAGE:** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended,

nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

SOL CONSTRUCTION INC

[use this signature block if Contractor is a corporation]

Manuel Andrade
□ Chairperson □ President □ Vice President

Manuel Andrade
□ Secretary □ Asst. Secretary
□ Chief Finance Officer □ Asst. Treasurer

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

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

Bond No. ES00014734

Premium: $10,294.00
Premium is for contract term and is subject to adjustment based on final contract price
Executed in: 3 Counterparts

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to Sol Construction, Inc. a California Corporation ("Principal") a contract (the "Contract") for the Work described as follows:

BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965 ("Project").

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and Everest Reinsurance Company
1340 Treat Blvd., Ste. 450, Pacific Plaza, Walnut Creek, CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **Seven Hundred and Seventy-Nine Thousand, Three Hundred and Fifty-Three dollars and zero cents ($779,353.00)**, this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 26, 2023

"Principal"	"Surety"
Sol Construction, Inc.	Everest Reinsurance Company
By: Manuel Andrade	By: Rebecca Haas-Bates
Its Manuel Andrade. President	Its Rebecca Haas-Bates, Attorney-in-Fact
By:	By:
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 06/26/2023 before me, Alma Karen Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. ES00014734 Document Date: 06/26/2023
Number of Pages: Two(2) Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:
Everest Reinsurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this **15th day of February 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th day of June 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

By: Nicole Chase, Assistant Secretary

ES 00 01 04 16

№ 6296

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Everest Reinsurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 10th *day of* April, *19* 96, *I have hereunto set my hand and caused my official seal to be affixed this* 10th *day of* April, *19* 96.

Chuck Quackenbush
Insurance Commissioner

Bond No. ES00014734

Premium is included in the performance bond
Executed in: 3 Counterparts

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to Sol Construction, Inc. a California Corporation ("Principal") a contract (the "Contract") for the Work described as follows:

BERRY STREET RESERVOIR RING ROAD REHABILITATION, CIP NO. 7965 ("Project").

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and Everest Reinsurance Company
1340 Treat Blvd., Ste. 450, Pacific Plaza, Walnut Creek, CA 94597
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **Seven Hundred and Seventy-Nine Thousand, Three Hundred and Fifty-Three dollars and zero cents ($779,353.00),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 26, 2023

"Principal"	"Surety"
Sol Construction, Inc.	Everest Reinsurance Company
By:	By:
Its Manuel Andrade, President	Its Rebecca Haas-Bates, Attorney-in-Fact
By:	By:
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 06/26/2023 before me, Alma Karen Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. ES00014734 Document Date: 06/26/2023
Number of Pages: Two(2) Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:
Everest Reinsurance Company

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this **15th day of February 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th day of June 2023.

By: Nicole Chase, Assistant Secretary

ES 00 01 04 16

№ 6296

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Everest Reinsurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 10th *day of* April, *19* 96, *I have hereunto set my hand and caused my official seal to be affixed this* 10th *day of* April, *19* 96.

Chuck Quackenbush
Insurance Commissioner

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Riverside

On June 29, 2023 before me, Yvonne Gow, Notary Public,
(Here insert name and title of the officer)

personally appeared Manuel Andrade,

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

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

WITNESS my hand and official seal.

Yvonne Gow
Signature of Notary Public

(Notary Seal) NRO1 YVONNE GOW COMM. #2361026 Notary Public - California Riverside County My Comm. Expires July 11, 2025 NRO1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Riverside

On June 29, 2023 before me, Yvonne Gow, Notary Public,
(Here insert name and title of the officer)

personally appeared Manuel Andrade,

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

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

WITNESS my hand and official seal.

Yvonne Gow
Signature of Notary Public

(Notary Seal) NRO1 YVONNE GOW COMM. #2361026 Notary Public - California Riverside County My Comm. Expires July 11, 2025 NRO1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Award Contract to R.J. Noble Company for the Brea Boulevard Street Improvements W. Juniper St. to Imperial Highway (SR90), CIP Project No. 7299

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, R.J. Noble Company in the amount of $758,639.45; and,
4. Authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

Brea Blvd. Street Improvements W. Juniper to Imperial Hwy (SR90), CIP 7299 (“Project”) was programmed within the FY 2021-22 Capital Improvement Program (“CIP”). The Project is located along Brea Blvd. from W. Juniper to the south and Imperial Hwy (SR90) to the north (Attachment A). The project generally consists of, but is not limited to, mobilization, reconstruction of twelve (12) existing curb access ramps and reconstruction of adjacent curb, gutter, sidewalk, cross gutter, and roadway structural section improvements, roadway preparation, and application of a Type 2 slurry seal to the roadway surface and replacement of all pavement striping.

On April 21, 2023, the Final Plans and Specifications (“Bid Documents”) were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper before bid opening. A hard copy of the Bid Documents is available at the City Clerk’s office for review (Attachment B). One addendum was issued during the bid period, which updated the Caltrans permit requirements and one bid item description. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum #1 as bid.

On May 23, 2023, staff received five (5) bid proposals (see Bid Result Table). Soon after that, staff tabulated the bid proposals and determined that the apparent low bid amount was $758,639.45 from R.J. Noble Company (“R.J. Noble”) from Orange, CA (Attachment C). The Engineer’s Estimate was $620,000. Staff evaluated the bid proposal and determined that the bid unit prices from R.J. Noble were considered reasonable compared to the Engineer’s Estimate and current bid unit prices at the time of the bid.

BIDDER NAME	BID AMOUNT
R.J. Noble Company	$758,639.45
Sequel Contractors Inc.	$778,463.00
All American Asphalt	$908,176.69
Onyx Paving	$999,000.00
Palp, Inc. Dba Excel Paving	$1,058,287.00

R.J. Noble has been in the construction business for 73 years and has completed the construction of similar pavement rehabilitation improvement projects for the City of Placentia, City of Irvine, and City of Huntington Beach. Their California Contractor's license is 782908 – A (General Engineering) and C12 (Earthwork and Pavement), and Department of Industrial Relations registration number is 1000004235; both have been verified by staff, and their bid package meets the City's proposal requirements. In addition, staff contacted the City of Huntington Beach, City of Irvine, and City of Placentia, where the contractor received favorable reviews. Furthermore, based on the bid above review, staff has determined R.J. Noble's bid to be responsive and that they are a responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to R.J. Noble as the apparent lowest responsive and responsible bidder, amounting to $758,639.45 (Attachment D).

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their July 11, 2023, meeting and recommended for City Council Approval.

FISCAL IMPACT/SUMMARY

The approved FY 2023-24 CIP Project budget for Construction and Construction Engineering is $1,270,534.00. The total cost for Construction and Construction Engineering is $914,503.40, which includes the apparent low bid amount ($758,639.45), a 10% contingency ($75,863.95), and Construction Engineering costs ($80,000.00). The sources of funds within the approved budget are from RMRA (Fund 221). Therefore, there are sufficient funds to complete the Project construction. Upon completion of the Project, the remaining fund balance will be de-obligated and transferred back into RMRA (Fund 221) for use on other pavement rehabilitation projects in the City. There is no fiscal impact on the General Fund from this Project. See the budget table below:

DESCRIPTION	AMOUNT
Construction (R.J. Noble Contract)	$758,639.45
Construction Contingency (10%)	$75,863.95
Construction Engineering	$80,000.00
Total Construction Cost	**$914,503.40**
Approved FY 2023-24 Budget	**$1,270,534.00**

The Project will reconstruct twelve (12) existing curb access ramps, reconstruct adjacent curb, gutter, sidewalk, and cross gutter, complete roadway structural section improvements, roadway preparation and application of a Type 2 slurry seal to the roadway surface, and replacement of all pavement striping along Brea Blvd. from W. Juniper to Imperial Hwy (SR90). If City Council approves staff recommendations, the Project is anticipated to start construction in August 2023 and be completed by October 2023.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Ryan Chapman, P.E., Assistant City Engineer
Concurrence: Michael Ho, P.E., Public Works Director/City Engineer

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Attachments

Attachment A - Location Map

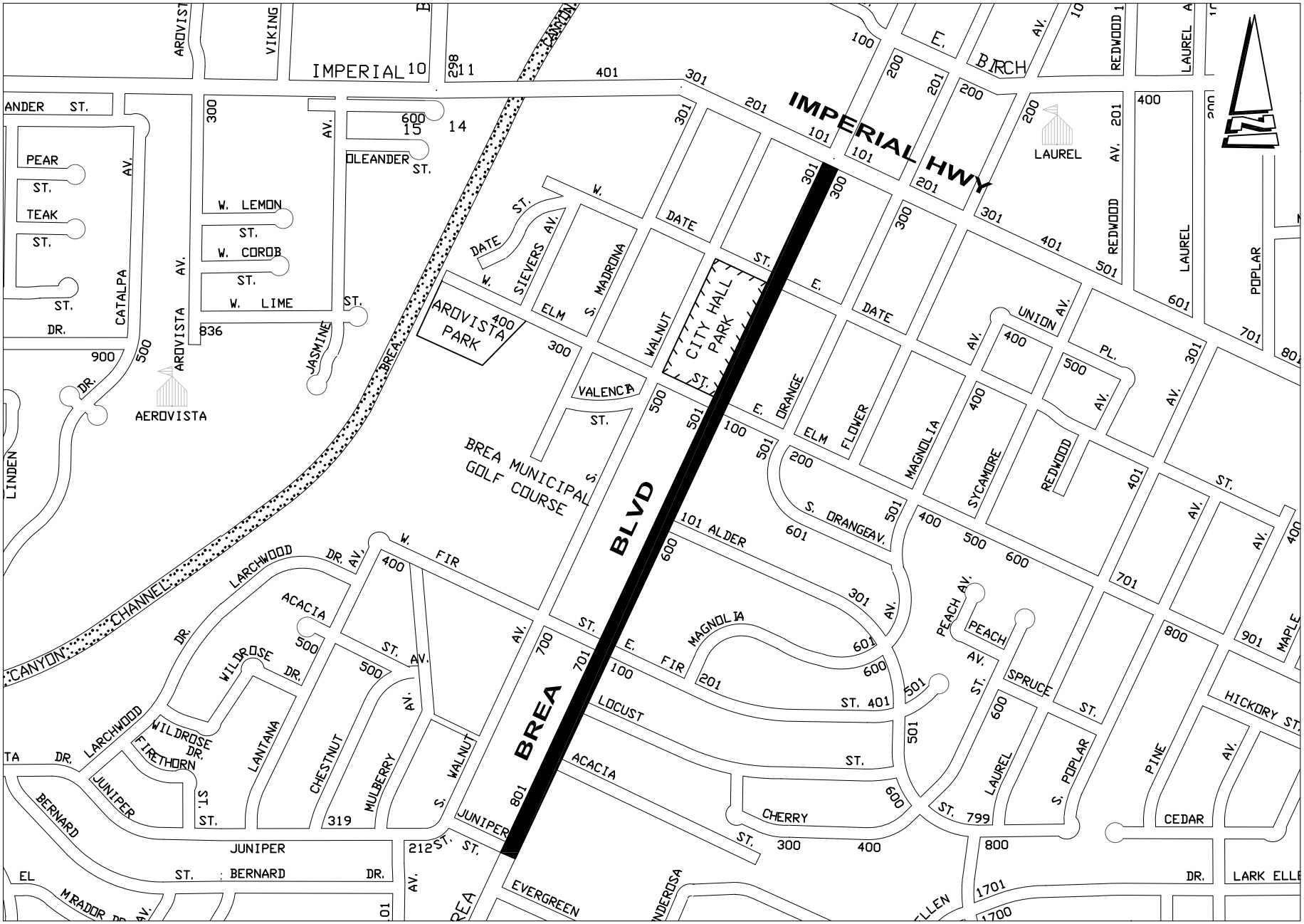
Attachment B - Bid Documents

Attachment C - Bid Proposal

Attachment D - Construction Contract Agreement

PROJECT 7299

STREET IMPROVEMENTS - BREA BLVD STREET IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

CONSTRUCTION PLANS

FOR

BREA BOULEVARD

STREET IMPROVEMENTS

CIP NO. 7299

IN THE

CITY OF BREA, CALIFORNIA

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

THE CONTRACTOR AND ALL SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND ALL SUBCONTRACTOR'S COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

CONTRACTOR FURTHER AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE CIVIL ENGINEER.

PROJECT CONTACTS

SERVICES / COMPANY	CONTRACT PERSON	EMERGENCY TELEPHONE NO.
TIME WARNER COMMUNICATION	DAVE GATE	(714) 903-8380 OR 903-8260
AT&T-TCA	MARIA GUZMAN	(714) 666-5467
SOUTHER CALIFORNIA GAS CO.	STEVE ALCALA	(714) 634-3185
SOUTHERN CALIFORNIA EDISON	VICTOR PEDROZA	(714) 870-3228
VERIZON TELEPHONE	TOM MONAHAN	(562) 903-7939
CALIF. DOMESTIC MUN. WATER CO.	CHE VENEGA	(562) 947-3811
GOLDEN STATE WATER CO.	STAN YARBROUGH	(714) 535-8010 EXT. 320
OC METROPOLITAN WATER DIST.	KIERAN CALLANAN	(213) 217-7474
CHEVRON OIL	MIKE ROBERTS	(714) 228-1530
SHELL PIPELINE., LP	DAVID FELGER	(310) 816-2063
EXXON-MOBIL PIPELINE CO.	TERI SHINDE	(310) 212-1794
CONOCO PHILLIPS	LEO MARTINEZ	(805) 226-2656
CENTURYLINK - LEVEL 3	CALEB KING	(918) 547-0007
CRIMSON PIPELINE, LP	APRIL C. HARVEY	(562) 285-4112
PLAINS ALL AMERICAN PIPELINE	MICHAEL EIDMAN	(562) 728-2394
CITY ENGINEER	MICHAEL HO	(714) 990-7666
BREA WATER DEPARTMENT		(714) 990-7697
BREA MAINTENANCE DEPT.		(714) 990-7691
BREA POLICE DEPT.		(714) 990-7626
BREA FIRE DEPT. - ADMINISTRATION		(714) 990-7644
BREA-OLINDA UNIFIED SCHOOL DIST.		(714) 990-7800
BREA DISPOSAL		(714) 238-3300
BREA POST OFFICE		(714) 529-2163

SURVEY NOTES

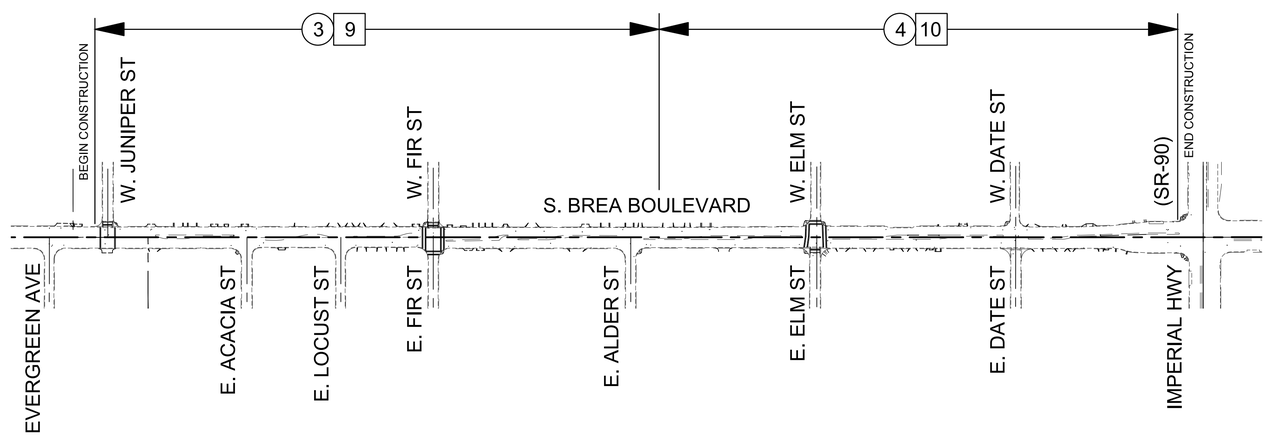
BASIS OF BEARING

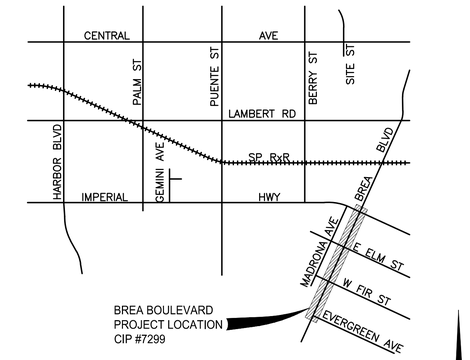
THE BASIS OF BEARING FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83 EPOCH 2017.50 AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER.

BENCHMARK

FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "2F-23-90", SET IN THE EAST CORNER OF A 5.5 FT. BY 5.5 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE WESTERLY SIDE OF BREA BOULEVARD, 43 FT. NORTHWESTERLY OF THE CENTERLINE OF BREA BOULEVARD AND 180 FT. NORTHEASTERLY OF THE CENTERLINE OF ALDER STREET. MONUMENT IS SET LEVEL WITH SIDEWALK.

ELEV = 352.774 NAVD 1988





VICINITY MAP
NOT TO SCALE

ENGINEER'S NOTES TO CONTRACTOR

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BREA STANDARD PLANS, CALTRANS STANDARD PLANS (2018), SPPWC STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015).
2. THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
3. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
4. ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
6. AT ALL TIMES, GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND EFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT WITH STRAIGHT LINES AT THE LINE OF REMOVAL.
9. ALL WORK IN THE PUBLIC RIGHT-OF-WAY, ONCE BEGUN, MUST BE DILIGENTLY PURSUED UNTIL COMPLETION AS SOON AS POSSIBLE.

UNAUTHORIZED CHANGES AND USES:

THE CIVIL ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE CITY OF BREA.

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES AND DETAILS
3-4	STREET IMPROVEMENT PLANS
5-8	ACCESS RAMP DETAILS
9-10	STRIPING PLANS

INDEX LEGEND

(#) STREET PLANS

[#] STRIPING PLANS

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED UNDER THE SUPERVISION OF:

RICK KREUZER, PE — DATE 4/3/23
R.C.E. NO. 42407

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

CITY REVIEW BLOCK

	REVIEWED BY	DATE
ENGINEERING		
TRAFFIC ENGINEERING		
MAINTENANCE - STREET		
MAINTENANCE - WATER		
MAINTENANCE - PARKS		

APPROVED BY:

CITY ENGINEER

R.C.E. NO.: EXP. DATE:

CITY OF BREA
PUBLIC WORKS DEPARTMENT

BREA BOULEVARD STREET IMPROVEMENTS

TITLE SHEET

SHEET 1 OF 10

BREA BOULEVARD STREET IMPROVEMENT PLANS

CIP 7299

4/3/2023 10:35:21 AM – L:\112-BREA\017-BREA BLVD\DESIGN\SHEETS\01 BREA TITLE.DWG – CLAIRE BARR

BID SET FOR BIDDING PURPOSES ONLY

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF BREA, STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, (GREENBOOK) 2015 EDITION AND CALTRANS STANDARDS (2018) AS APPLICABLE. ALL WORK SHALL BE SUBJECT TO THE CITY ENGINEER'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR.
2. WORK NOT DONE IN THE PRESENCE OF THE CITY INSPECTOR IS SUBJECT TO REJECTION.
3. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO TRAVELLING PUBLIC.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH PROJECT CONSTRUCTION.
5. ANY WALLS, FENCE, STRUCTURE AND/OR APPURTENANCE ADJACENT TO THIS PROJECT SHALL BE PROTECTED IN PLACE. IF THE CONTRACTORS ACTIVITIES DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY.
6. ALL DAMAGED AND/OR REMOVED DRIVEWAY APPROACH, P.C.C SIDEWALK OR CURB AND GUTTER SHALL BE RECONSTRUCTED ACCORDING TO THE CITY OF BREA STANDARD DRAWINGS (UNLESS NOTED OTHERWISE).
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
8. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING BUT NOT LIMITED TO STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP'S, ETC.
9. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED IN WRITING BY THE CITY ENGINEER. SHOULD THE CONTRACTOR REQUEST TO LEAVE THE TRENCHES OPEN A PLAN FOR PROTECTING THE TRENCH AND THE PUBLIC SHALL BE SUBMITTED TO THE CITY ENGINEER IN WRITING FOR APPROVAL BEFORE BEING IMPLEMENTED.
10. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A) AS REQUIRED PRIOR TO THE START OF THE WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY, THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
11. ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE PRIOR TO BEGINNING OF EXCAVATION, TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
12. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY/ SUBSTRUCTURE CROSSINGS WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS BEFORE CONSTRUCTING ANY WATER ON SEWER LINES. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING UTILITIES/ SUBSTRUCTURES ON THESE PLANS AND THOSE FOUND DURING CONSTRUCTION.
13. THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY FOR BACKFILL SUBJECT TO APPROVAL OF SOILS ENGINEER AND ANY UNUSED MATERIAL SHALL BE REMOVED FROM THE JOB UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/ DRIVEWAYS/ GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/ DRIVEWAY/ GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.
15. THE CONTRACTOR SHALL ADJUST MANHOLES AND VALVE COVERS TO FINISHED GRADE. THE CONTRACTOR SHALL ADJUST, TIGHTEN AND/OR REPAIR MANHOLES, LIDS AND COVERS BY THE END OF EACH WORKING DAY TO ENSURE MINIMAL IMPACT (NOISE AND OTHERWISE) TO ADJACENT PROPERTY OWNERS.
16. THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING STREET SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION, IS INCOMPLETE.
17. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OR PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
18. ALL PORTIONS OF STREET AFFECTED BY CONSTRUCTION OUTSIDE OF TRENCH, INCLUDING T-CUT, SHALL BE RESTORED PER CITY OF BREA STD DWG 102-0. SHOULD ANY LINEAR OR AREA TRENCH JOINT BE LOCATED WITHIN 36" OF AN EXISTING PAVEMENT PATCH AND/OR CURB AND GUTTER ALIGNMENT, THE ADJACENT PAVEMENT SECTION/ PATCH MUST BE REMOVED AND REPAVED ALONG WITH THE TRENCH PAVEMENT RESTORATION. ALL STRIPING & PAVEMENT MARKING SHALL BE REPLACED IN EXISTING & IN NEW PAVEMENT. GRINDING TO BE PERFORMED PER CITY ENGINEER INSTRUCTION. ALL TRAFFIC SIGNAL LOOPS DAMAGED BY PROJECT WORK SHALL BE REPLACED IN THEIR ENTIRETY BACK TO CONTROL PANEL. CONTRACTOR SHALL TUNNEL UNDER AND PROTECT IN PLACED STAMPED CONCRETE OR PAVERS, CROSSWALKS, CURB & GUTTERS.
19. CONTRACTOR AND ALL SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS". PRIOR TO COMMENCING THE EXCAVATION OF A TRENCH 5 FEET IN DEPTH OR GREATER AND INTO WHICH A PERSON WILL BE REQUIRED TO DESCEND. THE CONTRACTOR SHALL FIRST OBTAIN A PERMIT TO DO SO FROM THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA (CAL OSHA) PURSUANT TO 7-10 4.1. CONTRACTOR SHALL SUBMIT A COPY OF THE SHORING PLAN AND PERMIT TO THE ENGINEER PRIOR TO EXCAVATION.
20. THE CITY SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STARE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDER".
21. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTION 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE PROJECT SURVEYOR AND FILED WITH THE CITY ENGINEER AND THE COUNTY SURVEYOR.
22. BIDDERS MUST HOLD A VALID CALIFORNIA CLASS A CONTRACTOR'S LICENSE.
23. THERE SHALL BE A MINIMUM OF 1 CERTIFIED EMPLOYEE ON SITE AT ALL TIMES ON CONSTRUCTION WITH RED CROSS FIRST AID TRAINING INCLUDING CPR TRAINING FOR THIS PROJECT. ALL EMPLOYEES ON THE PROJECT ARE TO HAVE CERTIFIED TRAINING FOR CONFINED SPACE WORK IN VICINITY OF SEWER. COPIES OF THE EMPLOYEE CERTIFICATES SHALL BE PROVIDED TO THE CITY ENGINEER. ALL EQUIPMENT NEEDED TO ENTER CONFINED SPACE/SEWER MANHOLES SHALL BE STORED ON THE PROJECT SITE AND USED FOR ANY AND ALL SUCH INSTANCES.
24. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
25. ABANDONMENT AND/OR REMOVAL OF CONDUITS AND STRUCTURES SHALL BE PER SECTION 306-5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

NPDES NOTES:

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS OR NATURAL DRAINAGE COURSES.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC RIGHT-OF-WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION BY RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. ACCIDENTAL DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY THE RAIN.
7. THE CONSTRUCTION WORK WITHIN CALTRANS RIGHT-OF-WAY MUST COMPLY WITH CONSTRUCTION SITE BEST MANAGEMENT PRACTICE (BMP'S) AS PER CALTRANS PROJECT PLANNING AND DESIGN GUIDE (PPDG), LATEST EDITION INCLUDING ADDENDUMS.
8. WORKS RELATED TO DRAINAGE SYSTEM, WATER POLLUTION CONTROL AND EROSION CONTROL WITHIN THE STATE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST CALTRANS STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS. THE TEMPORARY DRAINAGE INLET PROTECTION SHALL COMPLY WITH THE CALTRANS STANDARD SPECIAL PROVISIONS, SSP 130620.
9. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR).
10. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTIONS INCLUDE BUT ARE NOT LIMITED TO; SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINATS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL, OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.

NS-2 DEWATERING OPERATIONS
NS-3 PAVING & GRINDING OPERATIONS
WM-1 MATERIAL DELIVERY AND STORAGE
WM-2 MATERIAL USE
WM-4 SPILL PREVENTION AND CONTROL
WM-5 SOLID WASTE MANAGEMENT
WM-8 CONCRETE WASTE MANAGEMENT
SC-21 VEHICLE AND EQUIPMENT CLEANING
SC-20 VEHICLE AND EQUIPMENT FUELING
SC-22 VEHICLE AND EQUIPMENT REPAIRS
EC-2 PRESERVATION OF EXISTING VEGETATION
WE-1 WIND EROSION CONTROL
SE-8 SAND BAG BARRIER
SE-10 STORM DRAIN INLET PROTECTION
WM-9 SANITARY / SEPTIC WASTE MANAGEMENT

STANDARD PLANS:

CITY OF BREA:

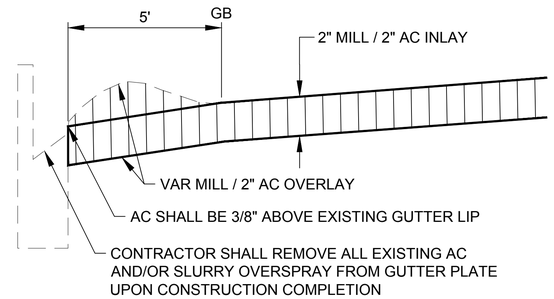
101-0 GENERAL NOTES
103-0 SIDEWALK
106-0 CONCRETE CURB AND GUTTER
107-0 CURB RAMP

CALTRANS:

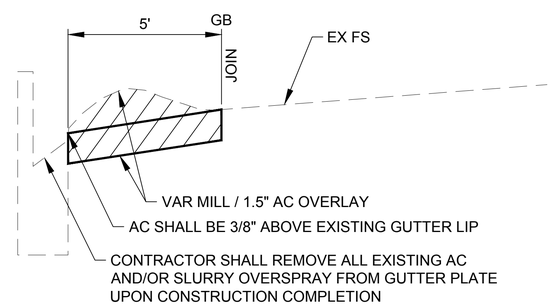
A20A PAVEMENT MARKINGS AND TRAFFIC LINES
A24A PAVEMENT MARKINGS ARROWS
A24D PAVEMENT MARKINGS WORDS
A88A CURB RAMP DETAILS

LEGEND

J / 8 — DETAIL / SHEET NO.
— ADDRESS
PROPOSED ACCESS RAMP
EXISTING ACCESS RAMP



DETAIL 1
NTS



DETAIL 2
NTS

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

4/3/23
RICK KREUZER, P.E. DATE
R.C.E. NO. 42407

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

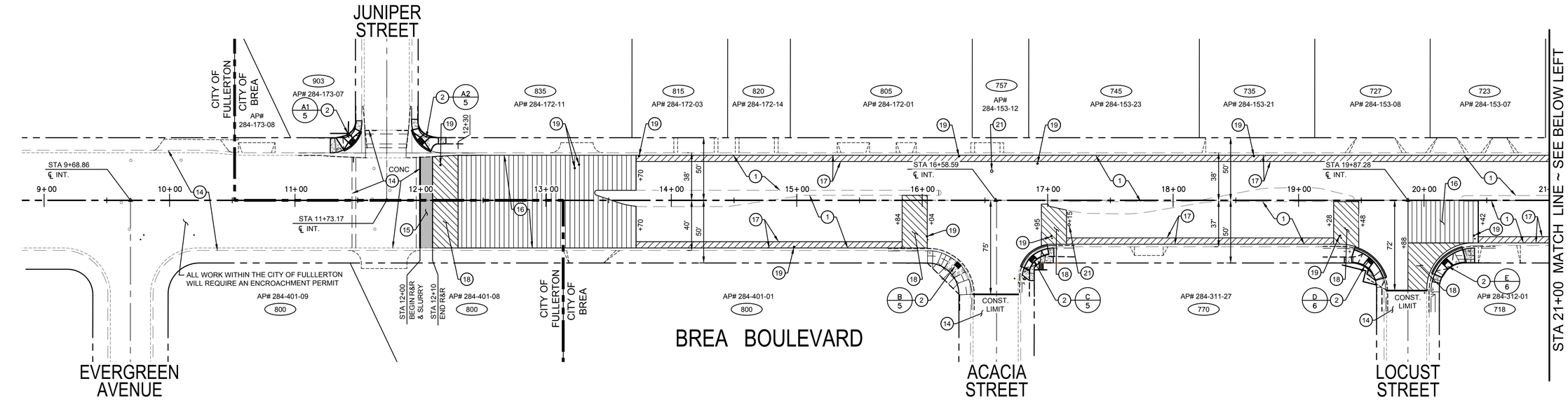
BREA BOULEVARD STREET IMPROVEMENTS

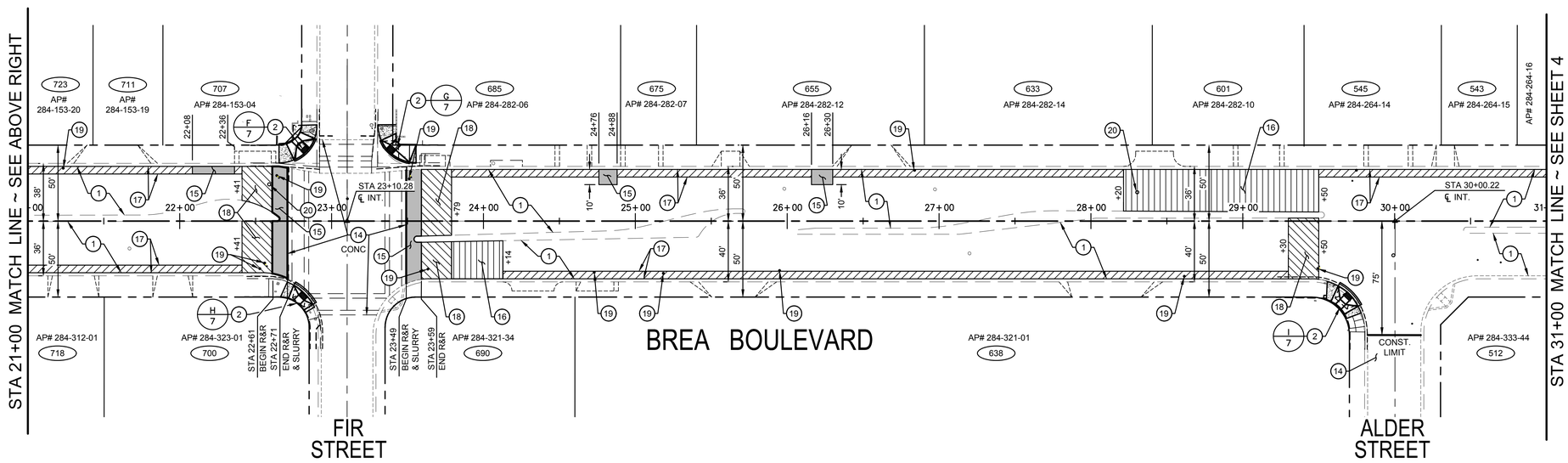
GENERAL NOTES AND DETAILS

SHEET 2 OF 10

BID SET FOR BIDDING PURPOSES ONLY

4/3/2023 10:34:19 AM – L:\112-BREA\017-BREA BLVD\DESIGN SHEETS\02 BREA BLVD GEN NOTES.DWG – CLAIRE BARR





CONSTRUCTION NOTES

1. FURNISH AND PLACE TYPE 2 SLURRY SEAL PER CITY OF BREA STD. 101-0, NOTE 6.
2. RECONSTRUCT EXISTING CURB ACCESS RAMP AND ADJACENT IMPROVEMENTS PER DETAIL NOTED HEREON.
14. PROTECT IN PLACE.
15. REMOVE EXISTING ROADWAY STRUCTURAL SECTION AND PLACE 12" AC DEEPLIFT OVER EXISTING SUBGRADE @ 95% COMPACTION.
16. MILL EXISTING PAVEMENT AND PLACE 2" AC OVERLAY PER DETAIL 1 ON SHEET 2.
17. EDGE MILL EXISTING PAVEMENT AND PLACE 1.5" AC OVERLAY PER DETAIL 2 ON SHEET 2.
18. HEADER CUT EXISTING PAVEMENT AND PLACE VARIABLE DEPTH AC OVERLAY (1.5" MIN, 2.5" MAX).
19. ADJUST EXISTING VALVE TO GRADE.
20. ADJUST EXISTING MANHOLE TO GRADE.
21. ADJUST MANHOLE TO GRADE WITH NEW RING AND COVER.

NOTE:
CONTRACTOR SHALL REMOVE ALL EXISTING AC AND/OR SLURRY OVERSPRAY FROM EXISTING GUTTER PLATE FOR ENTIRE PROJECT REACH

LEGEND

- EXISTING CURB AND GUTTER
- EXISTING CURB
- EXISTING CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- CONSTRUCTION LIMITS
- ROADWAY R&R
- MILL / 2" AC OVERLAY
- EDGE MILL / 1.5" AC OVERLAY
- HEADER CUT / VAR. AC OVERLAY
- DETAIL
- SHEET NO.
- ### ADDRESS
- PROPOSED ACCESS RAMP
- EXISTING ACCESS RAMP

SCALE: 1"= 40'
0 40 80 120
FOR REDUCED PLANS

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:
Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160
RICK KREUZER, P.E.
R.C.E. NO. 42407
4/3/23
DATE

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

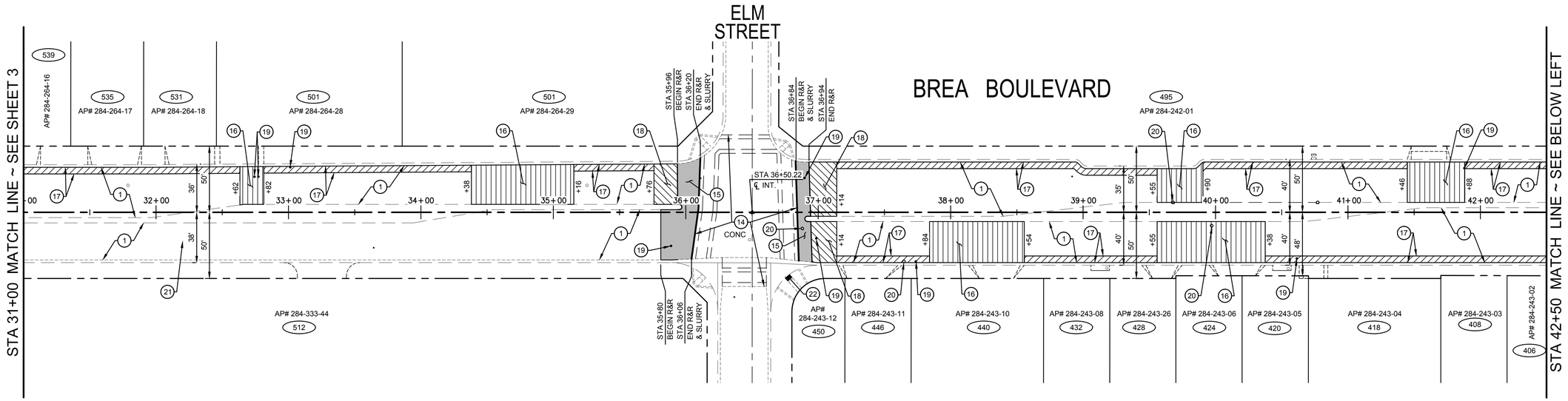
BREA BOULEVARD STREET IMPROVEMENTS

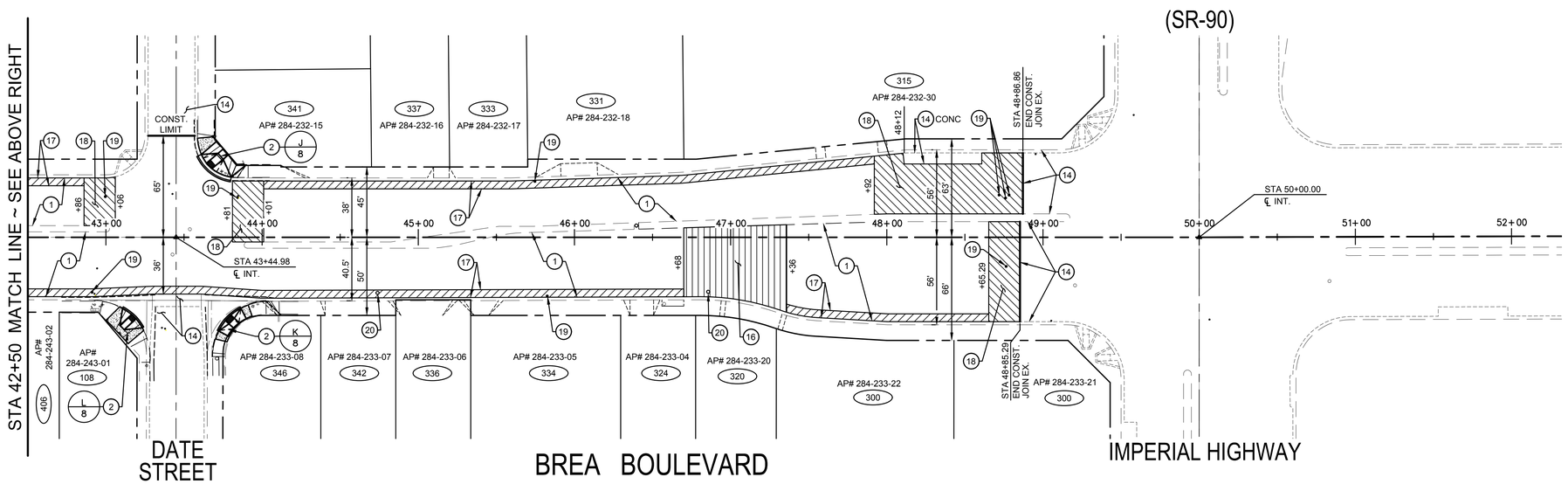
STREET IMPROVEMENT PLANS
JUNIPER STREET TO STA 31+00

SHEET 3 OF 10

BID SET FOR BIDDING PURPOSES ONLY

4/3/2023 10:53:54 AM – L:\112-BREA BLVD\DESIGN\SHEETS\03-04 BREA LAYOUT PL.DWG – CLAIRE BARR





CONSTRUCTION NOTES

1. FURNISH AND PLACE TYPE 2 SLURRY SEAL PER CITY OF BREA STD. 101-0, NOTE 6.
2. RECONSTRUCT EXISTING CURB ACCESS RAMP AND ADJACENT IMPROVEMENTS PER DETAIL NOTED HEREON.
14. PROTECT IN PLACE.
15. REMOVE EXISTING ROADWAY STRUCTURAL SECTION AND PLACE 12" AC DEEPLIFT OVER EXISTING SUBGRADE @ 95% COMPACTION.
16. MILL EXISTING PAVEMENT AND PLACE 2" AC OVERLAY PER DETAIL 1 ON SHEET 2.
17. EDGE MILL EXISTING PAVEMENT AND PLACE 1.5" AC OVERLAY PER DETAIL 2 ON SHEET 2.
18. HEADER CUT EXISTING PAVEMENT AND PLACE VARIABLE DEPTH AC OVERLAY (1.5" MIN, 2.5" MAX).
19. ADJUST EXISTING VALVE TO GRADE.
20. ADJUST EXISTING MANHOLE TO GRADE.
21. ADJUST MANHOLE TO GRADE WITH NEW RING AND COVER.
22. REMOVE AND REPLACE TRUNCATED DOMES.

LEGEND

- EXISTING CURB AND GUTTER
- EXISTING CURB
- EXISTING CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- CONSTRUCTION LIMITS
- ROADWAY R&R
- MILL / 2" AC OVERLAY
- EDGE MILL / 1.5" AC OVERLAY
- HEADER CUT / VAR. AC OVERLAY
- DETAIL
- SHEET NO.
- ADDRESS
- PROPOSED ACCESS RAMP
- EXISTING ACCESS RAMP

NOTE:
CONTRACTOR SHALL REMOVE ALL EXISTING AC AND/OR SLURRY OVERSPRAY FROM EXISTING GUTTER PLATE FOR ENTIRE PROJECT REACH

SCALE: 1"= 40'
0 40 80 120
FOR REDUCED PLANS

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:
Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160
RICK KREUZER, P.E.
R.C.E. NO. 42407
4/3/23
DATE

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

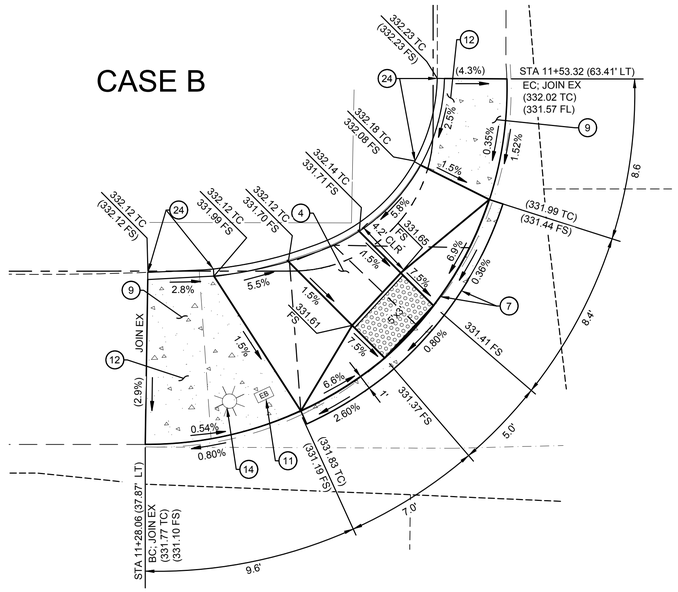
BREA BOULEVARD STREET IMPROVEMENTS

STREET IMPROVEMENT PLANS
(STA 31+00 TO IMPERIAL HIGHWAY)

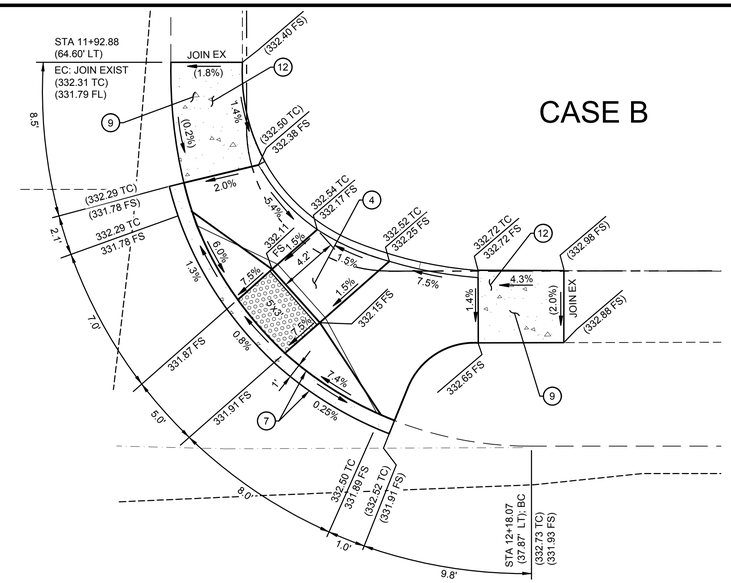
SHEET 4 OF 10

BID SET FOR BIDDING PURPOSES ONLY

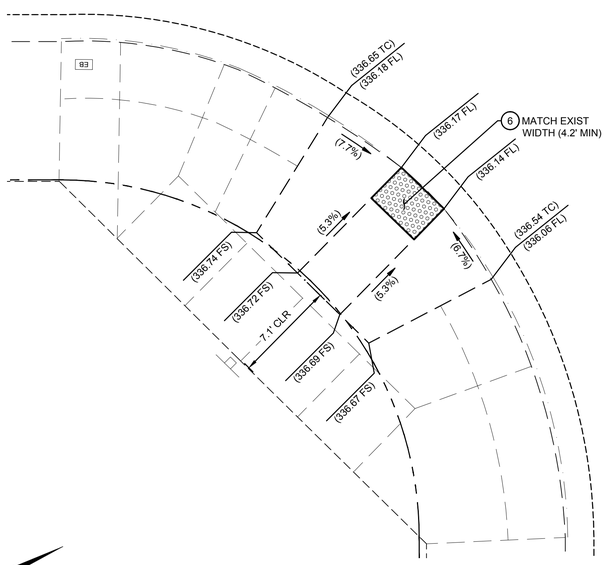
4/3/2023 10:53:57 AM – L:\112-BREA\017-BREA BLVD\DESIGN\SHEETS\03-04 BREA LAYOUT PL.DWG – CLAIRE BARR



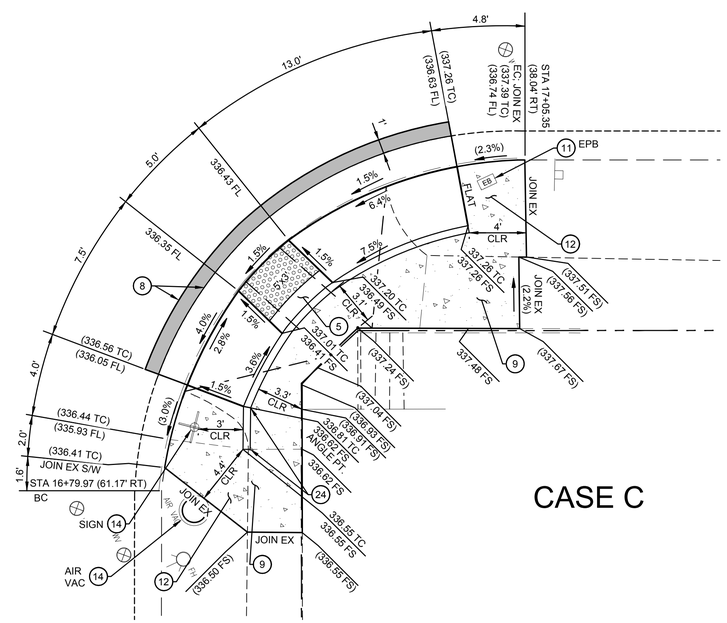
JUNIPER SW CORNER — A1 / 5



JUNIPER NW CORNER — A2 / 5



ACACIA SE CORNER — B / 5



ACACIA NE CORNER — C / 5

SCALE: 1"= 5'
0 5 10 15
FOR REDUCED PLANS

STREET CONSTRUCTION NOTES

4. REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STD. PLAN NO. A88A AND ELEVATIONS HEREON.
5. REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE C PER CALTRANS STD. PLAN NO. A88A AND ELEVATIONS HEREON.
6. FURNISH AND INSTALL SURFACE APPLIED BLACK DETECTABLE WARNING DEVICE PER CITY OF BREA STD. 107-0 AND CALTRANS STD. PLAN A88A, AS MFG. BY ARMORTILE OR APPROVED EQUAL, SIZE PER PLAN.
7. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT 8" PCC OVER 6" CMB CROSS GUTTER REPLACEMENT SECTION PER DETAIL M ON SHEET 8.
8. SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION. FURNISH AND PLACE 12" AC DEEPLIFT SLOT PAVE.
9. REMOVE EXISTING SIDEWALK. CONSTRUCT SIDEWALK PER CITY OF BREA STD. 103-0.
11. ADJUST PULL BOX TO GRADE.
12. CONSTRUCT NEW SIDEWALK PER CITY OF BREA STD. 103-0.
14. PROTECT IN PLACE.
24. CONSTRUCT TYPE A1 CURB (VARIABLE HEIGHT CF) PER BREA STD. 106-0.

Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:
Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160
RICK KREUZER, P.E.
R.C.E. NO. 42407
4/3/23
DATE

PREPARED UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

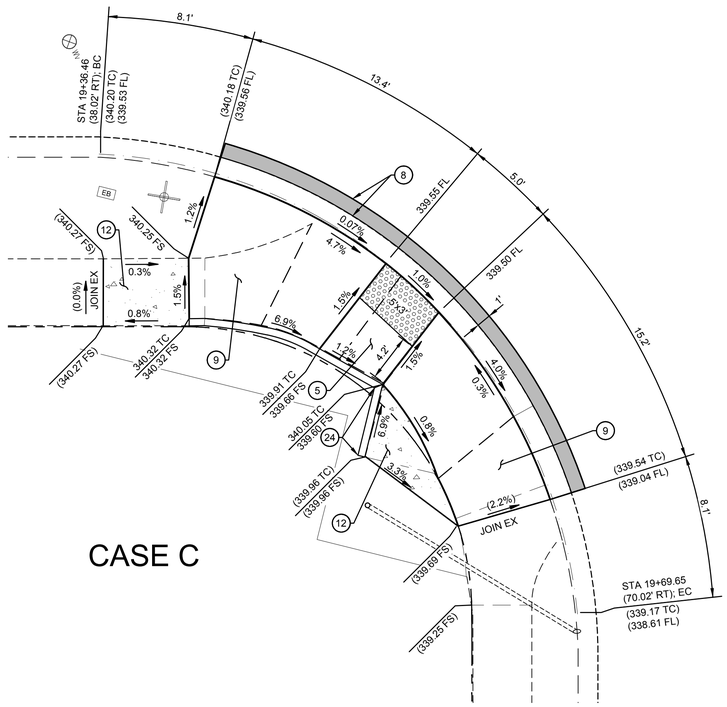
BREA BOULEVARD STREET IMPROVEMENTS

CONSTRUCTION DETAILS

SHEET 5 OF 10

BID SET FOR BIDDING PURPOSES ONLY

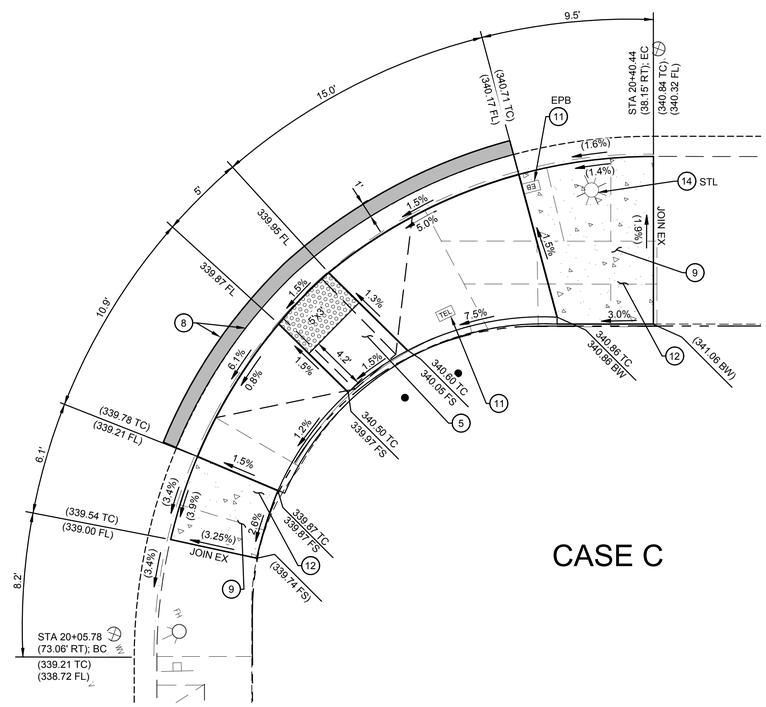
4/3/2023 11:01:42 AM – L:\112-BREA BLVD\DESIGN\SHEETS\05-08 BREA RAMPS.DWG – CLAIRE BARR



CASE C

LOCUST SE CORNER

D
6



CASE C

LOCUST NE CORNER

E
6

STREET CONSTRUCTION NOTES

(5) REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE CASE C PER CALTRANS STD. PLAN NO. A88A AND ELEVATIONS HEREON.

(8) SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION. FURNISH AND PLACE 12" AC DEEPLIFT SLOT PAVE.

(9) REMOVE EXISTING SIDEWALK. CONSTRUCT SIDEWALK PER CITY OF BREA STD. 103-0.

(11) ADJUST PULL BOX TO GRADE.

(12) CONSTRUCT NEW SIDEWALK PER CITY OF BREA STD. 103-0.

(14) PROTECT IN PLACE.

(24) CONSTRUCT TYPE A1 CURB (VARIABLE HEIGHT CF) PER BREA STD. 106-0.

SCALE: 1"= 5'
0 5 10 15
FOR REDUCED PLANS

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

R.A. Kreuzer 4/3/23
RICK KREUZER, P.E. DATE
R.C.E. NO. 42407

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

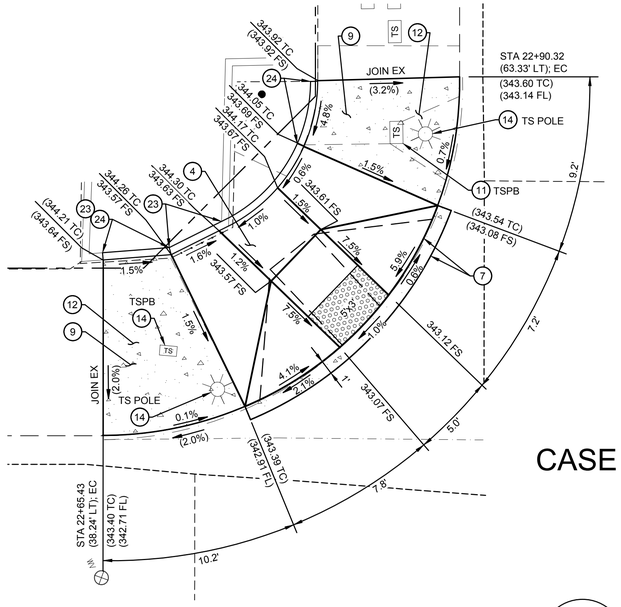
BREA BOULEVARD STREET IMPROVEMENTS

CONSTRUCTION DETAILS

SHEET 6 OF 10

4/3/2023 11:01:43 AM – L:\112-BREA\017-BREA BLVD\DESIGN\SHEETS\05-08 BREA RAMPS.DWG – CLAIRE BARR

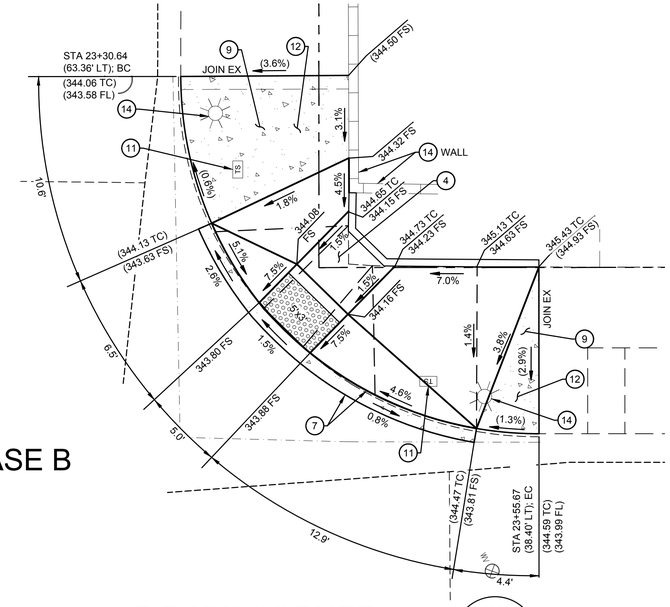
BID SET FOR BIDDING PURPOSES ONLY



CASE B

FIR SW CORNER

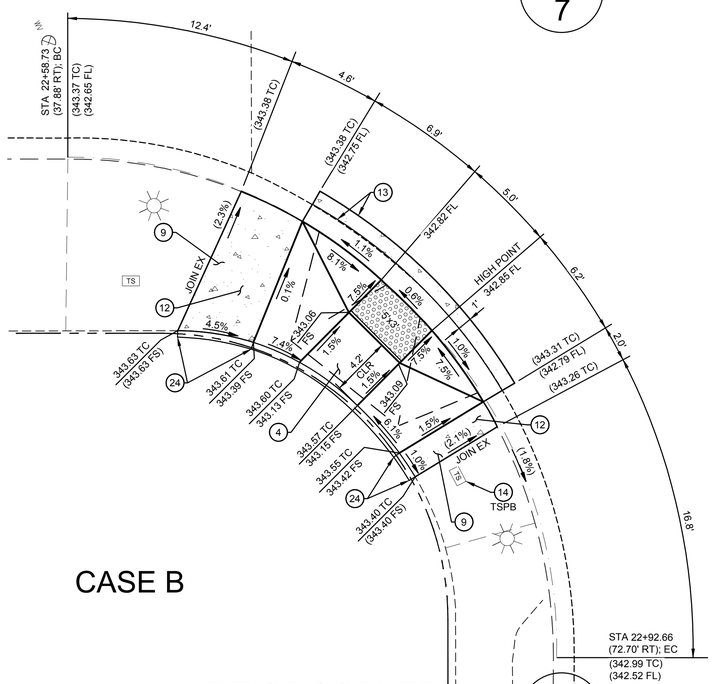
F / 7



CASE B

FIR NW CORNER

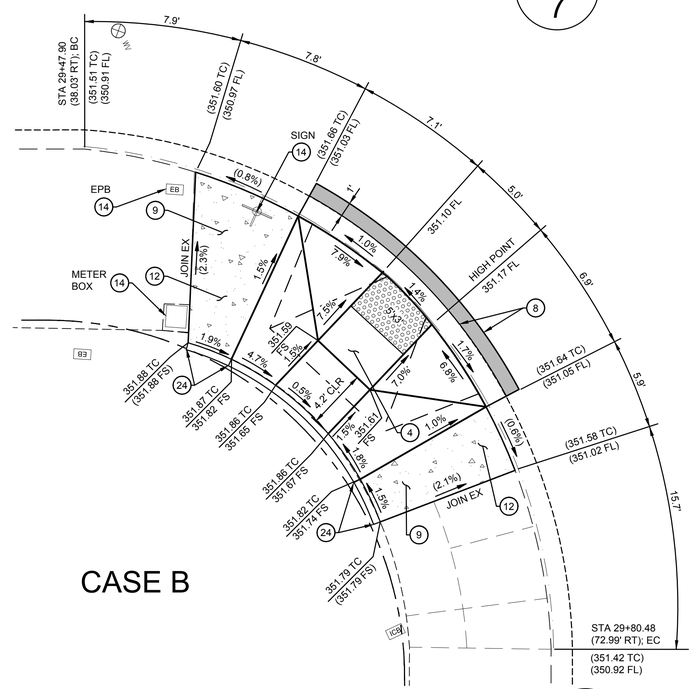
G / 7



CASE B

FIR SE CORNER

H / 7



CASE B

ALDER SE CORNER

I / 7

SCALE: 1"= 5'

0 5 10 15

FOR REDUCED PLANS

STREET CONSTRUCTION NOTES

4. REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STD. PLAN NO. A88A AND ELEVATIONS HEREON.
7. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT 8" PCC OVER 6" CMB CROSS GUTTER REPLACEMENT SECTION PER DETAIL M ON SHEET 8.
8. SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION. FURNISH AND PLACE 12" AC DEEPLIFT SLOT PAVE.
9. REMOVE EXISTING SIDEWALK. CONSTRUCT SIDEWALK PER CITY OF BREA STD. 103-0.
11. ADJUST PULL BOX TO GRADE.
12. CONSTRUCT NEW SIDEWALK PER CITY OF BREA STD. 103-0.
13. SAWCUT AND REMOVE EXISTING PCC ROADWAY. FURNISH AND PLACE 8" PCC SLOT PAVE. MATCH EXISTING PCC FINISH AND COLOR
14. PROTECT IN PLACE.
23. REMOVE EXISTING CURB.
24. CONSTRUCT TYPE A1 CURB (VARIABLE HEIGHT CF) PER BREA STD. 106-0.

Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

RICK KREUZER, P.E. 4/3/23
R.C.E. NO. 42407 DATE

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
RICK KREUZER
No. 42407
EXP. 3-31-24
CIVIL
STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

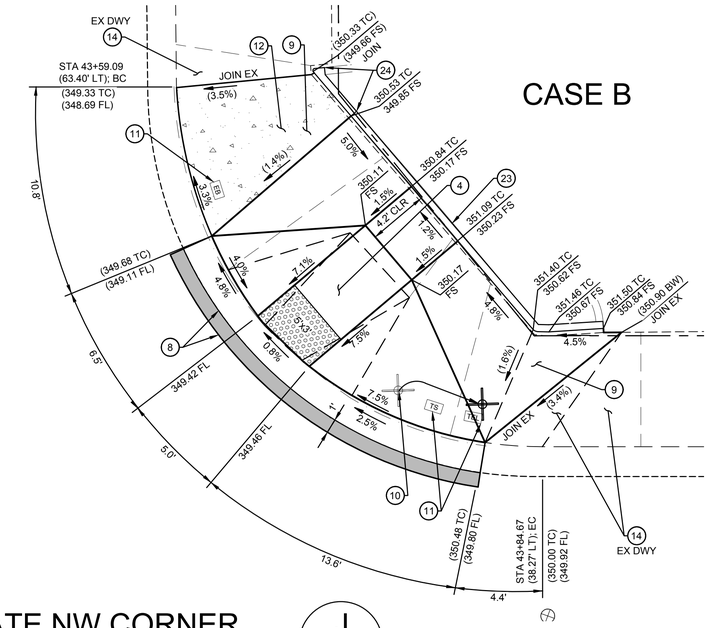
BREA BOULEVARD STREET IMPROVEMENTS

CONSTRUCTION DETAILS

SHEET 7 OF 10

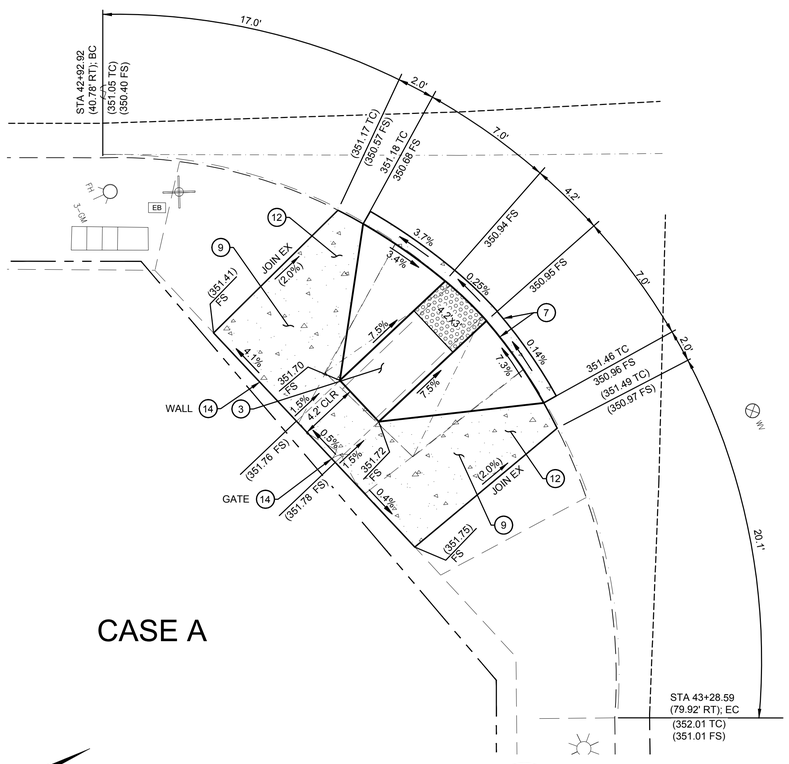
BID SET FOR BIDDING PURPOSES ONLY

4/3/2023 11:01:44 AM – L:\112-BREA\017-BREA BLVD\DESIGN\SHEETS\05-08 BREA RAMPS.DWG – CLAIRE BARR



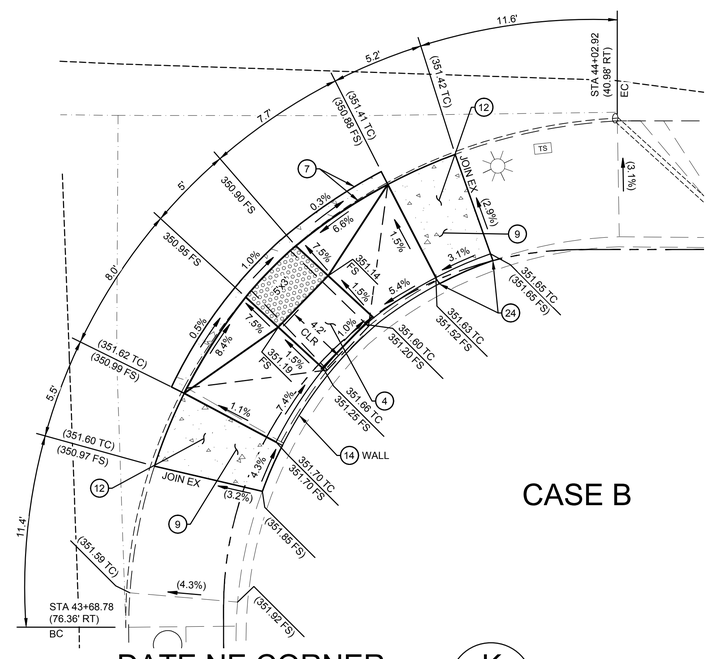
CASE B

DATE NW CORNER J/8



CASE A

DATE SE CORNER L/8

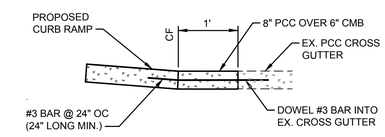


CASE B

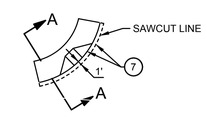
DATE NE CORNER K/8

STREET CONSTRUCTION NOTES

3. REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE A PER CALTRANS STD. PLAN NO. A88A AND ELEVATIONS HEREON.
4. REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STD. PLAN NO. A88A AND ELEVATIONS HEREON.
7. REMOVE AND DISPOSE INTERFERING PORTIONS OF EXISTING IMPROVEMENTS AND CONSTRUCT 8" PCC OVER 6" CMB CROSS GUTTER REPLACEMENT SECTION PER DETAIL M ON SHEET 8.
8. SAWCUT AND REMOVE EXISTING ROADWAY STRUCTURAL SECTION. FURNISH AND PLACE 12" AC DEEPLIFT SLOT PAVE.
9. REMOVE EXISTING SIDEWALK. CONSTRUCT SIDEWALK PER CITY OF BREA STD. 103-0.
10. RELOCATE EXISTING STREET NAME SIGN.
11. ADJUST PULL BOX TO GRADE.
12. CONSTRUCT NEW SIDEWALK PER CITY OF BREA STD. 103-0.
14. PROTECT IN PLACE.
23. REMOVE EXISTING CURB.
24. CONSTRUCT TYPE A1 CURB (VARIABLE HEIGHT CF) PER BREA STD. 106-0.



SECTION A-A



PLAN

CROSS GUTTER REMOVAL AND REPLACEMENT DETAIL M/8

SCALE: 1"= 5'
0 5 10 15
FOR REDUCED PLANS

Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

RICK KREUZER, P.E. — 4/3/23 DATE
R.C.E. NO. 42407

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER — RICK KREUZER — No. 42407 — Exp. 3-31-24 — CIVIL — STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

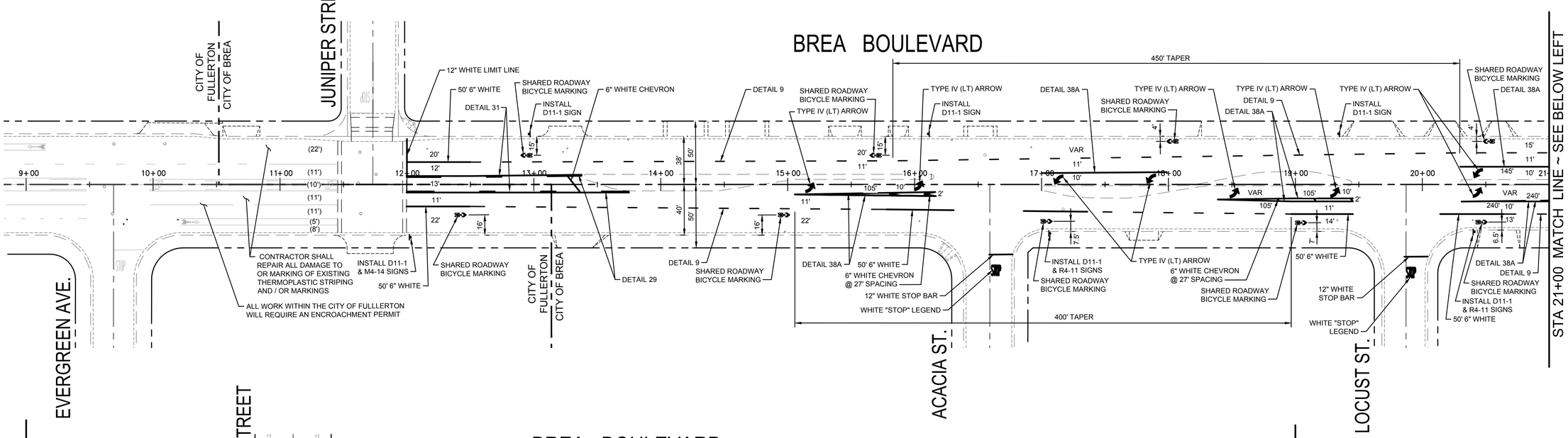
BREA BOULEVARD STREET IMPROVEMENTS

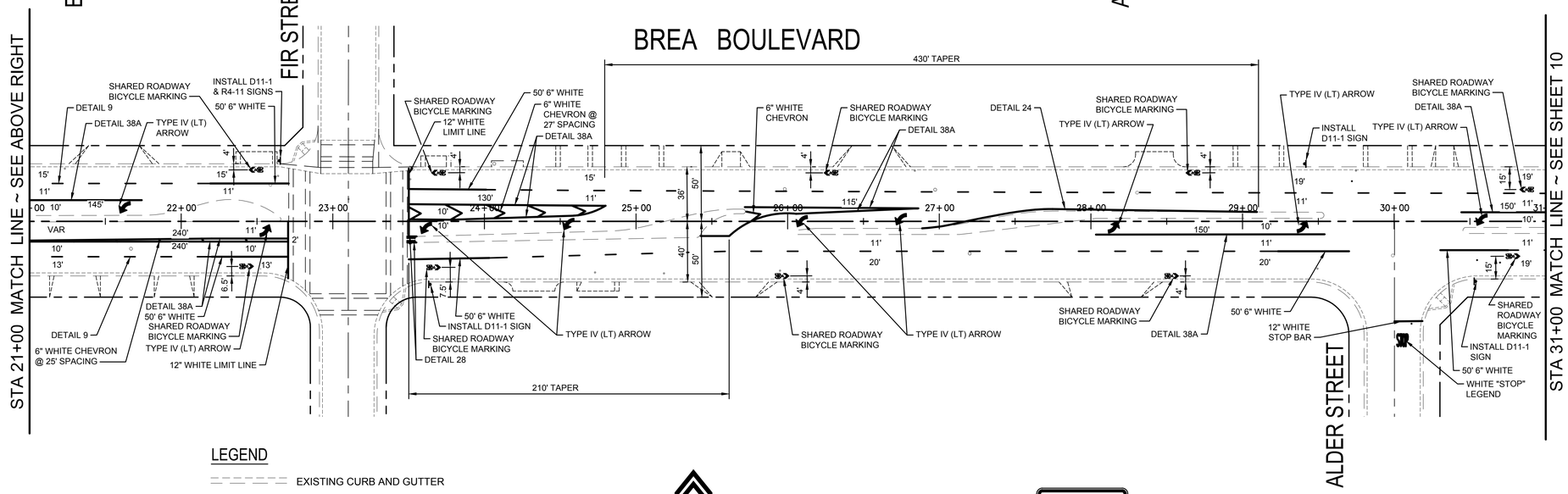
CONSTRUCTION DETAILS

SHEET 8 OF 10

4/3/2023 11:01:46 AM – L:\112-BREA\017-BREA BLVD\DESIGN\SHEETS\05-08 BREA RAMPS.DWG – CLAIRE BARR

BID SET FOR BIDDING PURPOSES ONLY





LEGEND

- EXISTING CURB AND GUTTER
- EXISTING CURB
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY

SCALE: 1"= 40'

0 40 80 120

FOR REDUCED PLANS

SHARED ROADWAY BICYCLE MARKING

BIKE ROUTE — D11-1

BEGIN — M4-14

MAY USE FULL LANE — R4-11

STRIPING GENERAL NOTES

1. ALL WORK TO CONFORM TO CALTRANS STANDARD PLANS (2018 EDITION).
2. REFLECTORIZE ALL STRIPES AND LEGEND. PAVEMENT LEGEND AND MARKINGS SHALL MATCH CITY STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER.
4. STRIPING MARKOUT SHALL BE COMPLETED WITHIN 24 HOURS OF TOP SURFACE COURSE COMPLETION FOR STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNMARKED OVER WEEKEND OR HOLIDAY.
5. STRIPING SHALL BE MARKED OUT AND APPROVED BY THE CITY ENGINEER PRIOR TO FINAL INSTALLATION.
6. ALL DETAILS AND MARKINGS NOTED HEREON SHALL CONFORM WITH CALTRANS STANDARD PLANS NOS. A20A THROUGH A20C AND A24A THROUGH A24E.
7. ALL STRIPING LINES AND LEGENDS SHALL BE THERMOPLASTIC.
8. ALL SHARROW MARKING DISTANCE ARE MEASURED FROM THE CENTER OF THE PAVEMENT MARKING.

811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:

Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160

RICK KREUZER, P.E.
R.C.E. NO. 42407
4/3/23
DATE

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER — RICK KREUZER — No. 42407 — Exp. 3-31-24 — CIVIL — STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

BREA BOULEVARD STREET IMPROVEMENTS

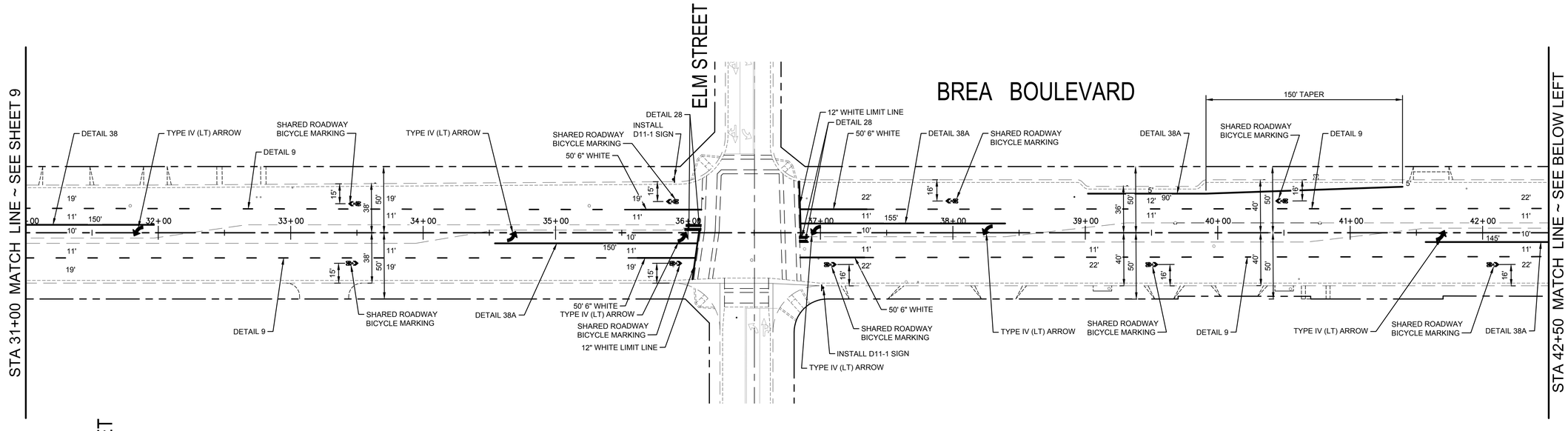
STRIPING PLANS

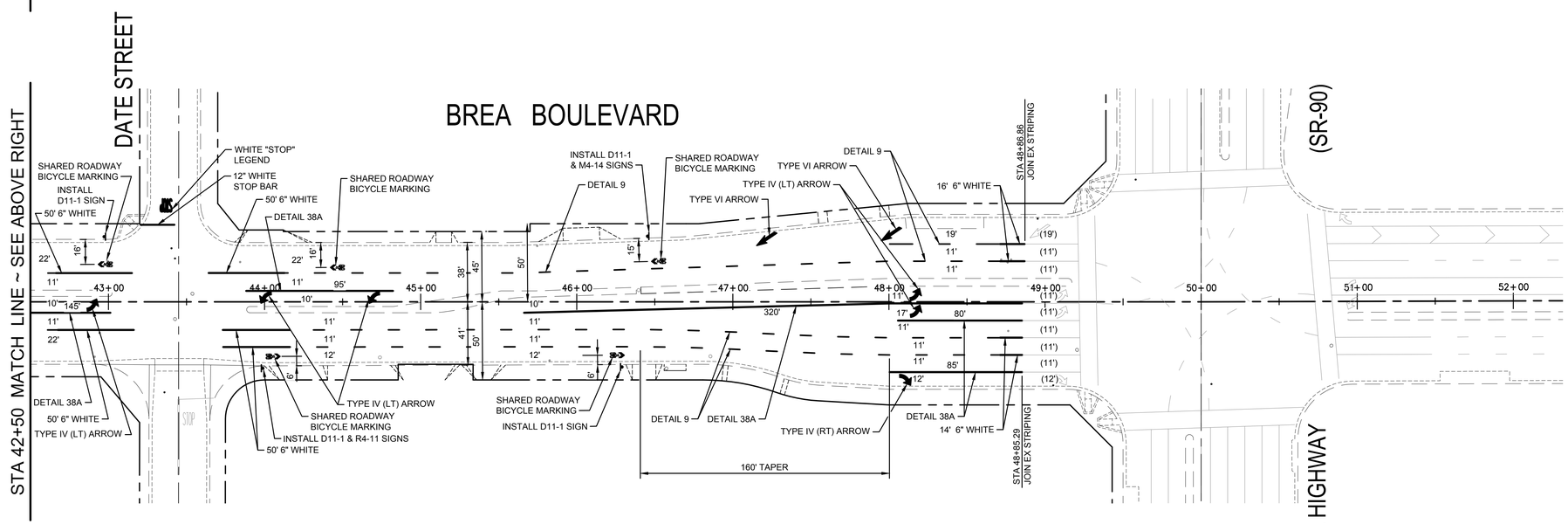
JUNIPER STREET TO STA 31+00

SHEET 9 OF 10

4/3/2023 11:03:34 AM – L:\112-BREA\017-BREA BLVD\DESIGN\SHEETS\09-10 BREA STP.DWG – CLAIRE BARR

BID SET FOR BIDDING PURPOSES ONLY





LEGEND

- EXISTING CURB AND GUTTER
- EXISTING CURB
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY

SCALE: 1"= 40'

0 40 80 120

FOR REDUCED PLANS

STRIPING GENERAL NOTES

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811 Know what's below. Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'V'D	REV.	DATE	BY	DESCRIPTION	APP'V'D

PREPARED BY:
Kreuzer Consulting Group
320 MAIN STREET
UNIT D
SEAL BEACH, CA 90740
714-656-0160
RICK KREUZER, P.E.
R.C.E. NO. 42407
DATE 4/3/23

PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER RICK KREUZER No. 42407 Exp. 3-31-24 CIVIL STATE OF CALIFORNIA

CITY OF BREA
PUBLIC WORKS DEPARTMENT

BREA BOULEVARD STREET IMPROVEMENTS

STRIPING PLANS

STA 31+00 TO IMPERIAL HIGHWAY

SHEET 10 OF 10

BID SET FOR BIDDING PURPOSES ONLY

4/3/2023 11:03:34 AM – L:\12-BREA\017-BREA BLVD\DESIGN\SHEETS\09-10 BREA STP.DWG – CLAIRE BARR

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

for the

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

in the

C I T Y O F B R E A

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

<u>BIDS DUE:</u>
May 23, 2023
2:00 PM, 3rd FLOOR
City Clerk's Office

MICHAEL HO, PE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY of BREA

CITY OF BREA

PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

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

Prepared Under the Supervision of:

REGISTERED PROFESSIONAL ENGINEER
RICHARD A KREUZER
C 42407
EXP. 3/31/24
CIVIL
STATE OF CALIFORNIA

4/3/23

Richard Kreuzer, R.C.E. No. 42407 Exp. 03-31-2024 **Date**

Approved by:

Michael S. Ho, Director of Public Works/City Engineer **Date**
R.C.E. No. 70299 Exp. 12/31/24

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

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

TABLE OF CONTENTS

SECTION A

NOTICE INVITING SEALED BIDS A-1

SECTION B B-1

INSTRUCTIONS TO BIDDERS B-1

1. Proposal Forms B-1
2. Proposal Guarantee B-1
3. Proposal Signature B-1
4. Delivery Of Proposal B-2
5. Return Of Proposal Guarantees B-2
6. Taxes B-2
7. Disqualification Of Bidders B-2
8. Contractor's License Requirement B-2
9. Registration with the Department of Industrial Relations B-3
10. References B-3
11. Listing Of Subcontractors B-3
12. Discrepancies And Misunderstandings B-3
13. Equivalent Materials B-3
14. Legal Responsibilities B-4
15. Award Of Contract B-4
16. Material Guarantee B-4
17. Execution Of Contract B-4
18. Submission of Bonds And Insurance B-5
19. Addenda B-5
20. Blank B-5
21. Questions to the Engineer B-5
22. RFI (SEE NEXT PAGE) B-5

RFI Form B-6

SECTION C **C-1**
PROPOSAL **C-1**
LIST OF SUBCONTRACTORS **C-5**
NON-COLLUSION DECLARATION TO BE SUBMITTED WITH PROPOSAL **C-6**
UTILITY AGREEMENT **C-8**
DISQUALIFICATION QUESTIONNAIRE **C-9**
COMPENSATION INSURANCE CERTIFICATE **C-10**
BIDDER'S INFORMATION **C-11**
BID BOND **C-17**

SECTION D **D-1**
SAMPLE CONTRACT **D-1**

SECTION E **E-1**
SPECIAL PROVISIONS **E-1**
PART 1 GENERAL PROVISIONS **E-2**
SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS **E-2**
1-2 TERMS AND DEFINITIONS E-2
SECTION 2 SCOPE AND CONTROL OF WORK **E-3**
2-1 AWARD AND EXECUTION OF THE CONTRACT E-3
2-3 SUBCONTRACTS E-3
2-4 CONTRACT BONDS E-3
2-5 PLANS AND SPECIFICATIONS E-3
2-6 WORK TO BE PERFORMED E-4
2-9 SURVEYING E-4
2-10 AUTHORITY OF BOARD AND ENGINEER E-5
2-11 INSPECTION E-6
SECTION 3 CHANGES IN WORK **E-7**
3-3 EXTRA WORK E-7
SECTION 4 CONTROL OF MATERIALS **E-8**
4-1 MATERIALS AND WORKMANSHIP E-8
SECTION 5 UTILITIES **E-10**
5-1 LOCATION E-10
5-4 RELOCATION E-10

5-5 DELAYS E-10
5-7 UTILITY MARKINGS E-11
SECTION 6 PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK ..E-12
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK ..E-12
6-2 PROSECUTION OF WORK E-12
6-7 TIME OF COMPLETION E-13
6-9 LIQUIDATED DAMAGES E-14
SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR E-15
7-2 THE CONTRACTOR'S EQUIPMENT AND FACILITIES E-15
7-2 LABOR E-15
7-3 LIABILITY INSURANCE E-15
7-5 PERMITS E-16
7-8 WORK SITE MAINTENANCE E-17
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS E-19
7-10 PUBLIC CONVENIENCE AND SAFETY E-20
SECTION 8 FACILITIES FOR AGENCY PERSONNEL E-24
8-1 GENERAL E-24
SECTION 9 MEASUREMENT AND PAYMENT E-25
9-3 PAYMENT E-25
PART 2 CONSTRUCTION MATERIALS E-31
SECTION 200 ROCK MATERIALS E-31
200-1 ROCK PRODUCTS E-31
200-2 UNTREATED BASE MATERIALS E-32
SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS E-33
201-1 PORTLAND CEMENT CONCRETE E-33
SECTION 203 BITUMINOUS MATERIALS E-34
203-6 ASPHALT CONCRETE E-34
SECTION 210 PAINTS AND PROTECTIVE COATINGS E-35
SECTION 215 DETECTABLE WARNING SURFACES E-36
215-1 DETECTABLE WARNING-TRUNCATED DOME MATS FOR CURB ACCESS RAMPS E-36
PART 3 CONSTRUCTION METHODS E-37
SECTION 300 EARTHWORK E-37
SECTION 302 ROADWAY SURFACING E-40
302-5 ASPHALT CONCRETE PAVEMENT E-40

SECTION 303 CONCRETE AND MASONRY CONSTRUCTION E-44

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS E-44

SECTION 310 PAINTING.....E-46

SECTION 313 DETECTABLE WARNING SURFACES.....E-48

APPENDICES

APPENDIX A: STANDARD PLANS

APPENDIX B: CONTRACTOR'S BUSINESS LICENSE APPLICATION

APPENDIX C: INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX D: USA IDENTIFICATION NUMBER FORM

APPENDIX E: WARRANTY BOND SAMPLE

APPENDIX F: NPDES REQUIREMENTS

APPENDIX G: AS-BUILTS/RECORD DRAWINGS

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on May 23, 2023.**

1. Project Name: Brea Boulevard Street Improvements from W. Juniper Street to Imperial Highway (SR90), CIP Project No. 7299

The work to be constructed hereunder is located along Brea Boulevard from W. Juniper Street to Imperial Highway (SR90) in the City of Brea, California. The project generally consists of, but is not limited to, mobilization, reconstructing twelve (12) existing curb access ramps and reconstruction of adjacent curb, gutter, sidewalk, cross gutter, and roadway structural section improvements, roadway preparation and application of a Type 2 slurry seal to the roadway surface and replacement of all pavement striping in kind in accordance with the Plans and Specifications.

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

3. Bid Opening: Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **May 23, 2023.** Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID Brea Boulevard Street Improvements from W. Juniper Street to Imperial Highway (SR90), CIP Project No. 7299 DO NOT OPEN WITH REGULAR MAIL".**

4. Pre-Bid Meeting: There will be no Pre-Bid meeting for this Project.

5. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class "A" (General Engineering) and Class C-"12" (Earthwork and Pavement Contractor)**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

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

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

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

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

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

11. Contact Person: Questions regarding this Notice Inviting Bids shall be directed to: **Ryan Chapman, PE, Assistant City Engineer at (714) 990-7763 or email: ryanch@ci.brea.ca.us.**

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

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

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

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

2. Proposal Guarantee

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

3. Proposal Signature

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

4. Delivery Of Proposal

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

"SEALED BID"

for

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299
in the

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return Of Proposal Guarantees

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

6. Taxes

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

7. Disqualification Of Bidders

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

8. Contractor's License Requirement

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

9. Registration with the Department of Industrial Relations

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

10. References

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

11. Listing Of Subcontractors

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

12. Discrepancies And Misunderstandings

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

13. Equivalent Materials

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

14. Legal Responsibilities

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

15. Award Of Contract

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

16. Material Guarantee

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

17. Execution Of Contract

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

18. Submission of Bonds And Insurance

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

19. Addenda

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

20. Blank

21. Questions to the Engineer

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

22. See Next Page

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

CITY OF BREA

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date:

Time:

Company:

Contact Person:

Address:

Telephone:	**FAX:**

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E:

BIDDER: _____

SECTION C

PROPOSAL

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40 Working Days**, starting from the date of the Notice to Proceed.

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

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

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

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

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

Addenda No.	*Date Received*	*Bidder's Signature*

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

PROJECT BID SCHEDULE

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (Max 5%)	LS	1		$
2	Remove Existing Curb	LF	39	$	$
3	Remove Existing Access Ramp	SF	1,555	$	$
4	Remove Existing Sidewalk	SF	3,552	$	$
5	Remove Existing Concrete Pavement	SF	108	$	$
6	Remove Existing Roadway Structural Section (12” Deep)	SF	4,995	$	$
7	Remove Detectable Warning Device	EA	1	$	$
8	Mill Existing Pavement (2” Depth)	SF	29,460	$	$
9	Edge Mill Existing Pavement (Variable Depth)	SF	23,732	$	$
10	Header Cut Existing AC Pavement (Variable Depth)	SF	15,801	$	$
11	Furnish and Place Type 2 Slurry Seal	SF	248,816	$	$
12	Construct Variable Height Curb	LF	51	$	$
13	Construct 4” PCC Sidewalk	SF	3,143	$	$
14	Construct Access Ramp including Slot Paving and Detectable Warning Device	EA	12	$	$
15	Furnish and Install Surface Applied Black Detectable Warning Device	EA	2	$	$
16	Furnish and Place AC Pavement	TON	1,142	$	$
17	Furnish and Place 8” PCC over CMB Cross Gutter Replacement Section	SF	108	$	$
18	Adjust Pull Box to Grade	EA	10	$	$
19	Adjust Valve to grade	EA	42	$	$
20	Adjust Manhole to Grade	EA	8	$	$
21	Adjust Manhole to Grade with New Ring & Cover	EA	3	$	$
22	Relocate Street Name Sign	EA	1	$	$
23	Pavement Striping	LS	1		$

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
24	Traffic Control and Construction Phasing	LS	1		$
25	NPDES/BMP's	LS	1		$
26	Construction Surveying & Monument Preservation	LS	1		$
Total: Bid in Figures:				**$**	
Total: Bid in Words: _____					

1. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders_____ (Bidders Initials)**

LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	***% Portion of Work***	***Name, Address and E-mail of Subcontractor***	***State License Number***	***Class***	***DIR Registration Number***

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, _____, am the
(Print Name)
_____ of _____,
(Position/Title) (Name of Company)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____day of _____, 20_____.

_____
Name of Bidder

_____
Signature of Bidder

_____
Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

U T I L I T Y A G R E E M E N T

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90) CIP PROJECT NO. 7299**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

_____
Contractor

_____
By

_____
Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

❑ Yes ❑ No

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

_____
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_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

_____
By

_____
Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

_____
Bidder Name

_____
Business Address

_____
City, State Zip

( ) _____
Telephone Number

_____
Email Address

_____
State Contractor's License No. and Class

_____
DIR Registration Number

_____
Original Date Issued (State Contractor's License)

_____
Expiration Date

The work site was inspected by _____of our office on _____, 20_.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____
Company Name

_____
Signature of Bidder

_____
Printed or Typed Signature

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

NOTARY PUBLIC _____

NOTARY SEAL

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

1. _____
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: _____

_____
Contract Amount Type of Work Date Completed

2. _____
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: _____

_____
Contract Amount Type of Work Date Completed

3. _____
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: _____

_____
Contract Amount Type of Work Date Completed

Responsible Bidder – Supplemental Questionnaire

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

   _____Years

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

   ❑ Yes ❑ No

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

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

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

   ❑ Yes ❑ No

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

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

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

   ❑ Yes ❑ No

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

   ❑ Yes ❑ No

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

   ❑ Yes ❑ No

If "yes," explain on a separate page.

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

   ❑ Yes ❑ No

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

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

   ❑ Yes ❑ No

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

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

   ❑ Yes ❑ No

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

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

    ❑ Yes ❑ No

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

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

    ❑ Yes ❑ No

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

    ❑ Yes ❑ No

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

    ❑ Yes ❑ No

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

    ❑ Yes ❑ No

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

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

    ❑ Yes ❑ No

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

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

    %

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

    ❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

❑ Yes ❑ No

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

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

BID BOND

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

In no case shall the liability of the surety hereunder exceed the sum of $_____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "_____ _____ _____ "For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on _____.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ Principal

_____ Surety

By: _____

BID BOND
ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, ____
_____
(insert name and title of the officer)

personally appeared _____
_____,

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

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

WITNESS my hand and official seal.

Signature_____(Seal)
Signature of Notary Public

SECTION D

SAMPLE CONSTRUCTIONAGREEMENT
BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] ("Contractor"). Contractor's CSLB license number is _____. Contractor's DIR registration number is _____.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90), CIP PROJECT NO. 7299** ("Project").

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

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

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

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90), CIP PROJECT NO. 7299** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

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

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

directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

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

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

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

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

5. <u>COMPLETION DATE / LIQUIDATED DAMAGES</u>:

A. Contractor shall complete the Project within **<u>40</u>** working days from the date of the Notice to Proceed.

B. Liquidated damages will be assessed in the amount of **$1,500.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

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

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

7. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Contain a clause substantially in the following words:

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

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

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

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

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the

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

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

8. <u>LABOR CODE COMPLIANCE</u>:

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

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

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

E. Contractor and all subcontractors shall, as a penalty to City, forfeit $25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar

day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

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

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

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

9. <u>UNRESOLVED DISPUTES</u>:

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

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

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

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

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

13. <u>TRENCHING AND EXCAVATIONS</u>:

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

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of $25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed

plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

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

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

16. **CONTRACTOR'S LIABILITY**:

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

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

arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

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

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

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

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

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

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

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

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

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

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

22. **INCORPORATION OF MANDATORY LANGUAGE:** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

_____	_____
□ Chairperson □ President □ Vice President	□ Secretary □ Asst. Secretary □ Chief Finance Officer □ Asst. Treasurer

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

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

_____	_____
Manager	Manager

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

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions, the Caltrans Standard Specifications, **2018 Edition**, and the **"GREENBOOK" Standard Specifications for Public Works Construction**, **2015 edition**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

PART 1
GENERAL PROVISIONS

SECTION 1
TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.
Board - The City Council of the City of Brea.
Caltrans - The State of California Department of Transportation.
County - The County of Orange.
Engineer - The City Engineer of the City of Brea or his authorized representative.

SECTION 2
SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

[Replace with the following:].

Within **10 working days** after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

[add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 6 months after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to

"State Standard Specifications" shall mean the Standard Specifications, 2018 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

State of California – Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction (SPPWC), published by the Public Works Standards, Inc., 2015 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

Standard Plans, published by the City of Brea.

Applicable Standard Plans for this project are contained in Appendix A of these Special Provisions.

2-5.3 Submittals

2-5.3.1 General

[Add the following].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work. The Contractor shall submit all Submittals to the Engineer via the Internet utilizing a web site address VPM @ www.virtual-pm.com **managed by the Agency.**

2-6 WORK TO BE DONE

[Add the following].

The work to be constructed hereunder is located along Brea Boulevard from W. Juniper Street to Imperial Highway (SR90) in the City of Brea, California. The project generally consists of, but is not limited to, mobilization, reconstructing twelve (12) existing curb access ramps and reconstruction of adjacent curb, gutter, sidewalk, cross gutter, and roadway structural section improvements, roadway preparation and application of a Type 2 slurry seal to the roadway surface and replacement of all pavement striping in kind in accordance with the Plans and Specifications.

2-9 SURVEYING

[Replace with the following].

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however the task of surveying itself shall be performed under the direction of a Licensed Land

Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

All construction surveying necessary to complete the work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a Licensed Land Surveyor or Professional Engineer, with the authority to practice land surveying in the State of California, retained or provided by the Contractor. The AGENCY reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the work.

The Contractor shall be required to provide an as-built field survey to establish adequate survey control for the reconstruction of all curb returns where new curb ramp construction is required and any street requiring total removal of the existing pavement section, in order to re-establish the horizontal locations and final elevations of new ramp and curb returns, centerline and/or crown line and existing vertical curves, as directed by the Engineer, prior to the start of any construction. The as-built field survey shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after the final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of Orange County Surveyor, the Contractor shall submit copies of the same records to the City of Brea. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

The Contractor shall give at least 48 hours (2 working days) advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

2-11 INSPECTION

[Add the following].

If the Contractor elects to work under this contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays, he shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - $500.00
4 hrs. to 8 hrs./day - $1,000.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

If the Contractor elects to work under this Contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays without prior authorization, he/she/it shall pay double the rates mentioned herein to the AGENCY.

SECTION 3
CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General.
[Add the following:].

Extra work compensation will be made for labor, equipment, and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site. When extra work or utility interference is encountered, the Contractor shall contact the City and jointly evaluate if the workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location, and material dumped to be eligible for extra work payment. All extra work must be approved by the authorized City representative prior to commencing work. Without said approval, the Contractor will be working at risk, hence compensation is not guaranteed.

3-3.2.3 Markup.
[Delete Subsection in total and replace with the following:]

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor.....15
2) Materials 10
3) Equipment Rental 10*
4) Other Items and Expenditures 10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first $5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

(c) Unknown Facilities. In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4
CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warrantee Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warrantee Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warrantee Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warrantee Bond within ten (10) working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Warrantee Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer will determine the exact time and location of all field sampling and testing. Written reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of the initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5
UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

The Contractor shall perform the utility location pothole exploration efforts along the proposed improvement locations, if required, 48 hours prior to beginning the excavation work and shall submit a pothole schedule and plan identifying the locations of the potholes to the Engineer in advance of initiating said work for review and approval. All vertical and horizontal locations of the exposed existing utility shall be documented by the Contractor and provided to the Engineer. All potential conflicts with respect to the proposed work and existing utilities shall be brought to the attention of the Engineer prior to trenching at the potential conflict location.

Any pothole work with a diameter less than or equal to 6-inches in asphalt to be backfilled with black colored concrete to the finish surface.

The Contractor shall sawcut straight clean lines at each pothole location.

Payment for the pothole of existing utilities is considered in the contract bid items of work related to pothole and exploration and no additional compensation will be allowed, therefore.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction. Additionally, the Contractor shall arrange and coordinate all utility pull box and junction box relocations/adjustments associated with the curb ramp reconstruction in advance of the work.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48-hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

5-7 UTILITY MARKINGS

[Is hereby added to Section 5:].

Upon completion of the Project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the Contractor, Subcontractor, the City, or utility companies make during the course of he work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the Engineer. Any damage to the existing improvements due to the Contractor's removal operation shall be repaired at the Contractor's expense.

Payment for the removing of the utility markings shall be included in the various applicable items of work, and no additional compensation will be allowed, therefore.

SECTION 6
PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed Baseline Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the AGENCY'S execution of the Agreement. The proposed Baseline Construction Schedule shall depict the main milestones, sub-activities, durations, start and finish dates, and predecessors/successors, and submitted in MS Project File and pdf formats. Additionally, the schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Baseline Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original approved Baseline Construction Schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the Agency with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3 week look ahead-schedule shall be linked to the Approved Baseline Construction Schedule milestones with any subsequent deviations within this 3 week window, and shall include the sub-activities that rolls-up into the associated milestone.

Payment for the preparation, update, and submittal of the Baseline Construction Schedule shall be considered as included in the various item of work and no additional compensation will be allowed thereof.

6-2 PROSECUTION OF WORK

[add the following:].

The order of work for this project shall be as follows:

1. Tie out existing centerline ties and/or front property corners monuments
2. Traffic control and construction phasing plan
3. Haul route plan
4. Pothole existing utilities
5. Sawcut existing pavement
6. Street, curb and gutter, ramp and sidewalk removal
7. Construct curb, gutter, sidewalk and access ramps
8. Asphalt concrete deeplift paving

9. Pavement preparation, including cleaning, sweeping and crack sealing
10. Slurry Seal Pavement
11. Replace traffic striping and pavement markings
12. Re-establish centerline ties and other monuments and file related documents
13. Final Inspection and punch-list

[Add the following:]

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at www.virtual-pm.com managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by the site foreman to record daily progress, problems, addition/deletions and or request change orders for review by the engineer/inspector and the Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and internet. Daily use of computer is required to input aforementioned documents.

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The total time within which the Work must be completed by the Contractor is fixed at **FOURTY (40) working days**, including material delivery, starting from and after the date in the **Notice to Proceed** with the Work.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between **7:00 A.M.** to **4:00 P.M**., Monday through Friday, excluding holidays for work that does not require lane closures (For lane closure restrictions see 7-10.1 "Traffic Access."). Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. Any day designated as a holiday by the Agency.
3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause specified in 6-6.1.
5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause specified in 6-6.1.

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages will be assessed in the amount of **$1,500.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date.

SECTION 7
RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General

[Add the following:].

A noise level limit of 95 dbl. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

The Contractor shall provide the equipment list and rates being used for this project as part of the submittals for acceptance by the Engineer, prior to mobilizing to the site.

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of $1,000.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

The Contractor to provide a labor work force summary for all employees assigned to the Project with name, classifications, and rates as part of the submittals and prior to initiating the work.

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in the Contract Agreement, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in the Contract Agreement.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The contractor will be required to obtain an Encroachment Permit from the City of Fullerton, if required for all work and/or traffic control required in the Fullerton public right-or-way.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

7-8 WORK SITE MAINTENANCE

7-8.1 General

[Add the following:].

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of <u>all</u> utility markings (Underground Service Areas – USA) made as a part of the project.

7-8.2 Air Pollution Control

[Add the following:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. If the Contractor fails to perform the required sweeping, the AGENCY will complete the work and deduct the costs from the Contractor's progress payment for all costs associated with the air pollution control efforts.

7-8.4.2 Storage of Equipment and Material in Public Streets

[Add the following:].

Construction materials shall not be stored at the City facility for more than 2 days prior to usage on the project. All materials or equipment not installed or used in construction within 2 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time. All material used for the construction of the improvements, shall be placed so as to provide clear access within the work zone with one lane open at all times, unless otherwise approved by the Engineer.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 2 days after it is no longer needed.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

In no event is Contractor to stockpile material, tools or equipment in the parkways.

Payment for "Final Cleaning-up" is considered included in the various contract bid items of work and no additional compensation will be allowed therefore.

7-8.4.3 Temporary Light, Power & Water

[Delete the final paragraph and replace it with the following to the end of the section:]

Water shall be obtained through the AGENCY's Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A $2,650 refundable deposit is required on the meter. An "Eddy" valve must be attached to the temporary meter for the purpose of operating the hydrant.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95 and 2018-048. These charges are as follows:

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
$130.00	$7.17

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of $300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed, therefore.

7-8.6.1 General

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

a) The CONTRACTOR shall be responsible for identifying and obtaining all permits and licenses required for this project. Cost and fees associated with said permits regardless of whether obtained by the COUNTY, CITY or by CONTRACTOR, shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall comply with all rules and regulations included in said permits and licenses. Should the CONTRACTOR fail to conform to said rules and regulations, the CITY reserves the right to perform the work necessary to conform to the rules and regulations. The cost of such work will be deducted from any funds to become due to the CONTRACTOR.

It is noted that multiple permits are required from the various regulatory agencies. CONTRACTOR is to abide by and follow the requirements of all such permits.

b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ (GENERAL PERMIT)

On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this project.

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region as described above. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

7-8.6.4 Dewatering

[Add the following to the end of the section].

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from CITY owned and/or operated facilities and activities (including construction).

A copy of the CITY's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following:].

One lane of traffic shall be maintained at all times. Restriction of traffic lanes will only be allowed between **9:00 am** and **3:00 pm** Monday through Friday. Contractor may begin set-up for Traffic Control at **8:30 am.**

All traffic control shall be in accordance with the plans and the approved Traffic Control Plan as submitted to the AGENCY pursuant to the following specifications:

1. Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans, Standard Specifications
2. State of California, Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)
3. Work Area Traffic Control Handbook (WATCH Manual)

Prior to the beginning of work, the Contractor shall prepare and process a Traffic Control and Construction Phasing plan for AGENCY'S approval, in conformance with current MUTCD and AGENCY'S guidelines for the project. Contractor shall implement the approved Traffic Control and Construction Phasing plan to safely prosecute the construction work involved with a minimum of inconvenience to the existing residents and the motoring public.

Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The plans shall be signed and stamped by a Traffic or Civil Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

Approval of the Traffic Control Plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's trash haulers, Police and Fire departments and US Postal Service, of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 990-7626*
FIRE DEPARTMENT: *Battalion Chief @ (714) 990-7658*

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two-week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her/its fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Construction Traffic Control Plans is considered included in the Traffic Control and Construction Phasing bid item of work and no additional compensation will be allowed therefore.

Project Information Signs

Two (2) Project Information signs shall be fabricated, furnished, and installed (1) week prior to beginning of roadway construction project. The submittal of the Project Information sign shall be provided to the City as part of the required submittals and accepted prior to fabrication and installation (see Appendix A for sign specification). The location of the Project Information Signs shall be determined in the field by the Engineer.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36-inch x 36-inch size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

The Contractor shall not park any equipment or store any materials on the street during non-working hours.

The Contractor shall reopen all streets at the end of each working day.

The Contractor shall maintain access for emergency vehicles, local residents, businesses, and commercial vehicles at all times on all streets.

Pedestrian traffic shall be detoured to the opposite side of the street, away from the construction area, whenever possible.

The Contractor shall be required to coordinate his operations with the delivery of mail, the school bus and trash pick-up schedules in the project area, and the Contractor shall make provisions for passage of trash collection trucks to alleys and to trash receptacles in streets where work is being performed.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates need to be recessed while covering open trenches in the street.

The order of work, except where otherwise specifically required by the Plans and Specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and direct contract work to minimize delays during construction.

The Contractor shall maintain pedestrian and vehicle access to driveways for ingress and egress by the end of each workday. If necessary, the Contractor shall install skid resistant steel plates over disturbed pavement in front of driveways in order to provide for smooth access to and from the driveways.

Advisory Signs

The Contractor shall provide 2 electric power changeable message advisory signs as required for each stage of work within the beginning and end of the construction limits with the following language:

MAJOR ROAD CONSTRUCTION ON
XXXXXXX AVENUE
FROM <MONTH-YR> TO <MONTH YR>
EXPECT DELAYS
PLEASE USE ALTERNATIVE ROUTES

These signs shall be placed at a minimum of one week prior to commencement of the construction starting. Failure to coordinate with the City may result in delay of start of construction and no extension of contract days or compensation will be given. The Engineer shall approve the verbiage of signage prior to fabrication and Engineer or their designee shall determine the location in the field with the Contractor prior to placement.

Full compensation for warning, advisory, and Project Information signs is considered included in the Traffic Control and Construction Phasing bid item of work and no additional compensation will be allowed, therefore.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

Street closures will not be allowed except as specifically permitted by the Engineer.

7-10.5 Protection of the Public

[Add the following section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed, therefore.

SECTION 8
FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9
MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

9-3.2 Partial and Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

9-3.5 Description of Bid Items

[Add the following section:].

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing,

obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1 – Mobilization and Demobilization (5% Max)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, construction staking and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization shall also include re-establishment of centerline survey monuments with new curb ties (including 4 ties (minimum) per monument), swing ties complete in place, preparation of pre-construction and post construction corner records, including filing fees with Orange County and as-built survey for curb returns.

Payment for **Mobilization and Demobilization (5% Max)** shall be included in the contract **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. The maximum lump sum price for this bid item shall not exceed 5 percent of the total contract price at the time of award. Progress payments for mobilization and demobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire Contract period.

Bid Item No. 2 – Remove Existing Curb

Payment for **Remove Existing Curb s**hall be made at the Contract unit price bid per **Linear Foot (LF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required

for saw cut, removal and disposal of existing miscellaneous improvements, excavation and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 3 – Remove Existing Access Ramp

Payment for **Remove Existing Access Ramp** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal of existing miscellaneous improvements, excavation and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 4 – Remove Existing Sidewalk

Payment for **Remove Existing Sidewalk** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal of existing miscellaneous improvements, excavation and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 5 – Remove Existing Concrete Pavement

Payment for **Remove Existing Concrete Pavement** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal of existing miscellaneous improvements, excavation and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 6 – Remove Existing Roadway Structural Section (12" Deep)

Payment for **Remove Existing Roadway Structural Section (12" Deep)** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal of asphalt concrete base material and any underlying base materials, excavation and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 7 – Remove Detectable Warning Device

Payment for **Remove Detectable Warning Device** shall be made at the Contract unit price bid per **Each (EA)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal. No additional compensation will be allowed.

Bid Item No. 8 – Mill Existing AC Pavement (2" Depth)

Payment for **Mill Existing Pavement (2" Deep)** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for milling, removal and disposal of asphalt concrete material and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 9 – Edge Mill Existing AC Pavement (Variable Depth)

Payment for **Edge Mill Existing Pavement (Variable" Depth)** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for milling, removal and disposal of asphalt concrete material, including removal of existing asphalt and/or slurry overspray on the existing gutter plate as depicted on details 1 and 2 on sheet 2 of the plans. No additional compensation will be allowed.

Bid Item No. 10 – Header Cut Existing AC Pavement (Variable Depth)

Payment for **Header Cut Existing Pavement (Variable Depth)** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for milling, removal and disposal of asphalt concrete material and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 11 – Furnish and Place Type 2 Slurry Seal

Payment for **Furnish and Place Type 2 Slurry Seal** shall be made at the Contract unit price bid per **Square Foot (SF)** of the entire pavement area designated for slurry seal, as shown in the Bid Schedule, and designated on the project plans. This work shall include all labor, tools, materials, transportation, equipment and incidentals required to complete the work.

Bid Item No. 12 – Construct Variable Height Curb

Payment for **Construct Variable Height Curb** shall be made at the Contract unit price bid per **Linear Foot (LF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for excavation, subgrade preparation, compaction, forms, restoring form areas, replacing curb drains, proper tie-in to existing adjacent PCC curb and gutter and all other work necessary to complete the work per the project plans. No additional compensation will be allowed.

Bid Item No. 13 – Construct 4" PCC Sidewalk

Payment for **Construct 4" PCC Sidewalk** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for excavation, subgrade preparation, compaction, forms, 4" thick P.C.C., restoring form areas, replacing curb drains, adjustment of pull boxes, proper tie-in to existing adjacent PCC sidewalk and curb and gutter, and all other work as required to complete the work per the project plans. No additional compensation will be allowed.

Bid Item No. 14 – Construct Access Ramp including Slot Paving and Black Detectable Warning Device

Payment for **Construct Access Ramp including Slot Paving and Black Detectable Warning Device** shall be made at the Contract unit price bid per **EACH (EA)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for, excavation, sand bedding material, subgrade preparation, compaction, forms, P.C.C., ramp to limits shown on the plans, detectable warning surface (Black), retaining curbs, AC Slot paving, PCC Slot Paving, finishing, restoring form areas, replacing damaged or disturbed adjacent improvements, proper tie-in to adjacent PCC

sidewalk and curb and gutter, adjustments to utility boxes, and all other work as required to complete the work per the project plans.

Bid Item Nos. 15 – Furnish and Install Surface Applied Black Detectable Warning Device

Payment for **Furnish and Install Surface Applied Black Detectable Warning Device** shall be made at the Contract unit price bid per **EACH (EA)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for furnishing and placing the device on the existing curb access ramps designated on the project plans. No further compensation will be allowed.

Bid Item No. 16 – Furnish and Place AC Pavement

Payment for **Furnish and Place AC Pavement** shall be made at the Contract unit price bid per **Ton (TON),** as shown in the Bid Schedule, and shall be based on the street plans. This bid item shall include all surface and subgrade preparation, furnishing, and hauling the material, base course and level course placement, AC overlays and inlays, tack coat, crack seal, 95% compaction, rock dust blotter, materials, labor, tools, equipment and incidentals required to complete the work.

Bid Item No. 17 – Furnish and Place 8" PCC over 6" CMB Cross Gutter Replacement Section

Payment for **Furnish and Place 8" PCC over 6" CMB Cross Gutter Replacement Section** shall be made at the Contract unit price bid per **Square Foot (SF),** as shown in the Bid Schedule, and shall be based on the street plans and Detail M on Sheet 8 of the project plans. This bid item shall include all surface and subgrade preparation, furnishing, and hauling the material, base course PCC placement, tack coat, crack seal, 95% compaction, materials, labor, tools, equipment and incidentals required to complete the work.

Bid Item No. 18 – Adjust Pull Box to Grade

Payment for **Adjust Pull Box to Grade** shall be made at the Contract unit price bid per **Each (EA),** as shown in the Bid Schedule, at the locations designated on the project plans. This item shall include all materials, labor, tools, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 19 – Adjust Valve to Grade

Payment for **Adjust Valve to Grade** shall be made at the Contract unit price bid per **Each (EA),** as shown in the Bid Schedule, at the locations designated on the project plans. This item shall include all materials, labor, tools, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 20 – Adjust Manhole to Grade

Payment for **Adjust Manhole to Grade** shall be made at the Contract unit price bid per **Each (EA),** as shown in the Bid Schedule, at the locations designated on the project plans. This item shall include all materials, labor, tools, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 21 – Adjust Manhole to Grade with New Ring and Cover

Payment for **Adjust Manhole to Grade with New Ring and Cover** shall be made at the Contract unit price bid per **Each (EA),** as shown in the Bid Schedule, at the locations designated on the project plans. This item shall include all materials, labor, tools, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 22 – Relocate Street Name Sign

Payment for **Relocate Street Name Sign** shall be made at the Contract unit price bid per **Each (EA),** as shown in the Bid Schedule, at the locations designated on the project plans. This item shall include all materials, labor, tools, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 23 – Pavement Striping

Payment for **Pavement Striping** shall be made at the Contract unit bid price per **Lump Sum (LS),** as shown in the Bid Schedule, as shown on the Plans, pursuant to these Specifications, as directed by the Engineer, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in furnishing and installing all signs, pavement striping, markings and raised pavement markers, legends, arrows, and raised pavement and hydrant/fire service markers. No further compensation will be allowed.

Bid Item No. 24 – Traffic Control and Construction Phasing

Payment for **Traffic Control and Construction Phasing** shall be made at the Contract unit bid price per **Lump Sum (LS) Price** bid, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor tools, equipment and materials required for preparation and implementation of a traffic and pedestrian control and construction phasing plan, and travel (haul) route plans, flashing arrow signs; flagging and/or flagger costs; project notifications, Project Information Signs, advisory signs, warning signs, temporary asphalt work and non-skid steel plates as required by the Engineer to maintain driveway access, temporary striping and temporary asphalt work as required by the Engineer to maintain driveway access, and all labor, tools, equipment, materials and incidentals required to complete the work. The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No further compensation will be allowed.

Bid Item No. 25 –NPDES/BMP's

Payment for the requirements of **NPDES/BMP's** shall be at the contract **LUMP SUM (LS)** price bid, as shown in the Bid Schedule, and shall include Best Management Practices (BMP's), monitoring, maintaining, reporting (if required). This item shall be considered full compensation for doing all work as specified herein. Progress payments for this item shall be paid for in accordance with the completion percentage of the project. No further compensation will be allowed.

Bid Item No. 26 – Construction Survey & Monument Preservation

Payment for the requirements of **Construction Survey & Monument Preservation** shall be at the **contract LUMP SUM (LS)** price bid and shall include all labor, tools, equipment, materials and incidentals required to complete required to research, identify, tie-out and re-establish centerline monuments and swing ties complete in place, and prepare pre-construction and post construction corner records, including filing fees with Orange County, as-built survey of existing curb ramp locations, complete construction staking including horizontal and vertical control, and curb & gutter staking at curb returns in areas of new ramp construction, cut sheets for curb returns, and all documentation required to complete the work. No additional compensation will be allowed therefore.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.2 CRUSHED ROCK AND ROCK DUST

200-1.2.1 General
[Add the following to the end of the section:]

Rock dust blotter material shall be required immediately after the completions of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall conform to Rock Dust quality requirements in Table 200-1.2.1(A).

200-1.5 SAND

200-1.5.1 General
[Add the following to the end of the section:].

Sand bedding under miscellaneous PCC improvements shall conform to the requirements in this section, and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

Sand bedding used as bedding in the trench pipe zone, shall conform to the requirements in this section, shall consist of washed granular material, shall not contain any contamination or reclaimed/recycled materials, and shall meet the following specifications:

Sieve Size	Percent Passing
4.75 mm (#4)	98-100
2.36 mm (#8)	93-98
1.18 mm (#16)	92-95
600 um (#30)	85-91
300 um (#50)	75-85
150 um (#100)	40-50
75 um (#200)	15-20

SG, Bulk S.S.D.	2.74
SE, CT 217	>= 30
ASTM -1557-91	112.0 lbs. @ 14% moisture
Plastic Limit ASTM D 4318	0
Plastic Index ASTM D 4318	0 (non-plastic)
Expansive Classification	Non-expansive
pH, CT – 422	8.36
Chloride, CT 417	42 ppm
Sulfate, CT – 417	40 ppm
Resistivity, CT – 417	5,300 (ohm-cm)

200-2 UNTREATED BASE MATERIALS

200-2.1 General

[Add the following to the end of the section:].

Untreated base to be used for the base course under asphalt concrete pavement and P.C.C. shall be Crushed Miscellaneous Base (CMB).

Untreated base to be used for the base course as trench backfill shall be Crushed Aggregate Base (CAB), as shown on the plans.

200-2.2 Crushed Aggregate Base

Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer.

200-2.4 Crushed Miscellaneous Base

Crushed Miscellaneous Base material for replacement of over-excavated unsuitable materials, and construction shall conform to Subsections 200-2.4 and 301-2 of the Standard Specifications, as directed by the Engineer.

200-2.4.2 Grading

[Add the following to the end of the section:].

The sieve size shall be 3/4” (fine).

SECTION 201
CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.2 Concrete Specific by Class and Alternate Class
[Revise portion of Table 201-1.12 with the following:].

Concrete class and alternate class for Street Surface Improvements shall be 560-C-3250.

201-1.2.4 Admixtures
[Delete Subsection in total and replace with the following:].

Admixtures will not be permitted.

201-1.2.5 Fly Ash
[Delete Subsection in total and replace with the following:].

Fly Ash will not be permitted.

201-1.4 Mixing

201-1.4.1 General
[Add the following to the end of the section:].

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 "Transit Mixer" of the Standard Specifications.

201-4 CONCRETE CURING COMPOUND

201-4.1.1 General:

Concrete curing compound shall be Type II for Class 560-C-3250.

SECTION 203
BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

[Delete the second paragraph and replace with the following:].

Asphalt concrete for slot paving, base course pavement as required for trench resurfacing per Details on Plans, and localized reconstruction of the roadway (digouts), as directed by the Engineer, shall be Dense Graded Asphalt Concrete (DGAC) Pavement Type B PG-70-10. A maximum of 10% RAP shall be allowed. Sieve Size shall be ¾-inch.

Asphalt Concrete for leveling course pavement and final course, as required for roadway resurfacing per Typical Sections and Details on Plans, shall be Type B PG-64-10. A maximum of 10% RAP shall be allowed. Sieve size shall be 1/2 –inch.

203-11 ASPHALT RUBBER HOT MIX (ARHM)

203-11.1 General

[Delete and replace with the following:].

Asphalt Rubber Hot Mix (ARHM) shall be Asphalt Rubber Hot Mix, ARHM-GG-C, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications per Typical Sections as shown on the plans, and shall conform to the following:

Paving asphalt used for asphalt-rubber shall be performance grade PG 64-16. Composition and Grading shall be per Section 203-11.3 of the Standard Specifications. The Contractor shall submit a copy of the asphalt concrete mix design to the Engineer a minimum of two weeks prior to the start of the construction. Subsequent to grinding, any cracks ¼" or wider shall be filled per Section 302-5.10 and surface applied with a tack coat per Section 302-9.2. Overlay shall be compacted to 95 percent relative compaction.

SECTION 210
PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

[add the following section:].

Paint for traffic lane lines, turn pocket lines, edge lines, channelizing lines, bike lane lines, chevrons, pavement legends, pavement symbols, pavement arrows, cross walks, parking stall markings, stop bars and curbs shall be rapid dry water borne conforming to CALTRANS Specification No. PTWB-01. Glass beads shall be applied to the surface of the rapid dry water borne paint and shall conform to the requirements of CALTRANS Specification No. 8010-004 (Type II). CALTRANS Specifications for water borne paint and glass beads may be obtained from the CALTRANS Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, telephone number (916) 227-7000. No thermoplastic paint will be allowed.

SECTION 215
DETECTABLE WARNING SURFACES

215-1 DETECTABLE WARNING-TRUNCATED DOME MATS FOR CURB ACCESS RAMPS

[add the following:].

The detectible warning surface required for new curb ramps shall be Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Armor-Tile manufactured by Engineered Plastics Inc. (800-682- 2525), or approved equal. The tile shall be Black Color homogeneous throughout the tile. Detectable warning surface required for existing curb ramp to remain shall be Vitrified Polymer Composite (VPC) Armor-Tile Surface Applied Advance Warning Strip Surface Tile manufactured by Engineered Plastics Inc., or approved equal. The tile shall be Black Color homogeneous throughout the tile.

PART 3
CONSTRUCTION METHODS

SECTION 300
EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.3.1 General
[Delete Subsection in total and substitute with the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment
[Delete Subsection in total and substitute with the following:].

Full compensation for clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

300-1 UNCLASSIFIED EXCAVATION

300-2.1 General
[Add the following:].

Unclassified excavation shall include saw cutting, excavating, removing, hauling and disposal of all material including asphalt concrete (A.C.) pavement, P.C.C. pavement, macadam, petromat/pavement reinforcing fabric, slurry backfill, aggregate base materials, interfering structures and objects to the sub-grade elevations indicated on the plans as required to construct the new improvements.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

All existing asphalt concrete pavement joining new construction shall be saw cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench and pothole patches are encountered.

If a significant deviation in pavement thickness is encountered by the Contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the work and preparing bids. It is the Contractor's responsibility to determine actual area and quantities based on the Plans and field conditions. If there is a significant deviation in area and quantities, the Contractor shall immediately notify the Engineer.

300-2.2 Unsuitable Material

300-2.2.2 Wet Material

[Remove the first sentence and replace it with the following:].

If, in the opinion of the Engineer, the existing materials of areas more than 6" below the existing grade are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer, and either process the material to reduce the moisture content to an optimum condition or to remove and dispose of the material and replace it with suitable material. All Work will be done in accordance with Section 301-1 "Subgrade Preparation" and Section 301-2 "Untreated Base" of the Standard Specifications.

Crushed Aggregate Base (CAB) compacted to 95% Relative Compaction and conforming to Section 200 "Rock Materials" of the Standard Specifications shall be used to replace materials over-excavated. The removal and replacement of unsuitable material, as determined and authorized by the Engineer, shall be paid via negotiated Change Order at time of discovery.

300-2.9 Payment

[Add the following:].

Full compensation for the requirements of unclassified excavation shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

301-1 UNTREATED BASE

301-2.1 General

[Revise the first sentence to read as follows:].

Untreated base for pavement, curb, curb and gutter, cross gutters and similar types of improvements shall be constructed of material as specified in Section 200-2 of the Standard Specifications and as called for on the plans, Standard Specifications and in these Special Provisions.

SECTION 302
ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

[replace entire section with the following;].

302-1.1 General

The work to be done here under consists of cold milling and removal of the designated thickness of existing pavement surface, including asphalt concrete, macadam, PCC, pavement reinforcement fabric (Petromat), or other miscellaneous improvements, at those locations and per Typical Sections and Details as shown on the Plans.

The existing A.C. pavements shall be cold milled to the depths required per grades as shown on the Plans and in accordance with the Standard Specifications. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

Except as otherwise called for on the plans, all A.C. pavement cold milling cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer.

The final depth, width, length and shape of the cold milling cut shall be as indicated on the Typical Sections and Details shown on the Plans. The final cold milling cut shall result in a uniform surface conforming to the typical section(s) except as otherwise directed by the Engineer.

Surveyor's street and property line monuments, not scheduled for removal shall be protected. The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense. Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the contract lump sum price bid for Traffic Control & Construction Phasing, and no additional compensation will be allowed.

302-1.2 Milling Machine

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of a 60" minimum width cutting drum with carbide tip teeth. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed such that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist the operator in control grade and in matching adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract.

302-1.3 Cold Milling to Specified Elevations

The operator shall furnish the milling machine, operated by experienced workmen. The surface tolerance produced shall be such that a 10-foot straight edge laid laterally will indicate variances of less than 3/8" (except in the crown area) and the same straight edge laid longitudinally will indicate variances of less than 3/16".

Removal shall consist of milling the pavement where indicated and removing the planed material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and directly removed shall become the property of the Contractor. The Contractor shall dispose of all planed surplus materials at a legal dump site, in accordance with Subsection 300-2.6 of the Standard Specifications.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 4 inches in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material

in accordance with good rolling practices, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each overage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS 1H emulsified asphalt shall be applied to all contact surfaces. Tack coat shall be Grade SS-lH per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of A.C. patching and P.C.C. surfaces, and edges against which AC is to be placed.

An asphalt leveling course shall be applied in depressed areas, as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

302-5.5 Distribution and Spreading
[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.8 Manholes (and other Structures)
[Delete Subsection in total and substitute with the following:].

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted

to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

Water valve frame and covers shall be adjusted to grade per City of Brea Std. Plan No. 309-0.

For water valves and sewer cleanouts, Contractor shall furnish new cans and lids as directed by the Engineer, and the old lids shall be delivered to City yard by the Contractor.

The Contractor shall adjust existing miscellaneous pull boxes to grade as shown on the plans, in conformance with Caltrans Standards and Specifications (latest edition).

302-5.10 Crack Repair
[Is hereby added to Section 302-5:].

Cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafco as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the following specifications and detail A on sheet 5. The crack sealant placed shall be slightly below the pavement surface to avoid over-application and minimize bumps and wicking through the AC surface during compaction. Deep cracks should be filled with sand and covered with a thin layer of sealant.

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes shall be cleaned of loose materials and filled with Asphalt Concrete Type C2 PG 70- 10 and compacted to a smooth even surface with the adjacent existing pavement.

SECTION 303
CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Add the following:].

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by saw cutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all residents/business establishments at all times throughout the duration of the contract. The only permitted interruption to access will be during the placement of concrete.

No establishment shall be denied access more than one day at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The contractor shall pour new P.C.C. improvements in such a fashion as to not interrupt access to residents near the job site.

Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

If the Contractor is unable to pour the ADA Access Ramp or Sidewalk back within 2 calendar days after removal, the Contractor shall provide a minimum of 4 foot wide, 3” thick asphalt concrete sidewalk/curb ramps at a maximum cross fall of 2% to provide for safe passage of pedestrians and ADA access through construction areas, except when approved by the Engineer. Payment for this work, including maintenance for the temporary asphalt shall be included in various applicable items of work, and no additional compensation will be allowed therefore.

Concrete sidewalk and curb ramps shall be placed on 4” sand bedding and #4 rebar dowels into existing P.C.C. Sand bedding shall consist of washed granular material with a sand equivalent greater than or equal to 30, conforming to Section 200-1.5.3 of the standard specifications. Payment for sand bedding

shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be allowed therefore.

303-5.4 Joints

303-5.4.2 Expansion Joints
[Add the following:].

Expansion joints shall be constructed only where specifically designated per details on the plans, and as directed by the Engineer.

303-5.5 Finishing

303-5.5.4 Gutter
[Add the following:].

When gutter and/or cross gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY.

303-5.5.5 Alley Intersection, Access Ramps, and Driveways
[Add the following:].

All limits of removal for the replacement of existing concrete work item shall be per plan unless otherwise directed by the Engineer in the field. It will be the sole responsibility of the Contractor to remove and reconstruct any curb and gutter damaged by the Contractor during the construction. No additional compensation will be allowed.

SECTION 310
PAINTING

[Delete Section in total and substitute with the following:]

310-1 TRAFFIC SIGNING, STRIPING AND MARKINGS

Pavement traffic signing, striping and markings including raised lane line and fire hydrant reflective markers (RPM's) shall be provided and installed at the locations and per the Standard Drawings indicated on the plans, as directed by the Engineer and in accordance with the following Special Provisions.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

Pavement marking and striping shall conform to the provisions of Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Specifications and these Special Provisions.

Paint and glass beads shall be furnished and applied by the Contractor.

Two (2) coats of paint shall be applied to painted striping lane and control lines with a minimum seven (7) days between coats. Reflective material consisting of glass beads shall be applied to the surface of each coat of paint prior to setting so that the beads shall have proper adhesion.

Glass beads shall conform to State Specifications 8010-IIE-22 Type II and shall be mechanically applied at a rate of six (6) to eight (8) pounds of beads per gallon of paint. Glass beads shall be applied to pavement striping by a dispensing device developed for this purpose or other methods approved by the Engineer.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations.

Contractor will not be required to use a vacuum attachment under the following conditions:

1. When approved by Agency
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (preferably a vacuum type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until swept up.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

All legends, including limit lines, **shall be striped within 72 hours** after the street (if applicable) has received the final surface course.

Contractor shall be responsible to place and maintain temporary traffic control(s) during the period that the lane lines are obliterated.

Striping shall be supplemented with raised pavement markers as required by the Standard Drawings, referenced on the plans. In addition, blue raised pavement markings shall be installed adjacent to fire hydrants and fire department connection in conformance with City of Brea Standard Drawing 306-0.

- One marker for every fire hydrant
- Two markers for hydrants located at corners

Raised pavement markers shall conform to provisions in Section 85, "Pavement Markers" of Caltrans Specifications, State of California Traffic Manual and these Special Provisions.

Hot melt bitumen adhesive shall be used to cement the markers to the pavement.

Grinding shall not be permitted.

All existing raised pavement markers shall be removed by the Contractor prior to cold milling of the existing pavement or construction of the slurry seal.

All pavement striping and markings shall conform to the standards of applicable portions of the current State of California, Department of Transportation **Manual on Uniform Traffic Control Devices (MUTCD)**, and **Standard Plans** A20A-C and A24A-D.

Temporary Striping, Signing, Raised Pavement Markers:

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the Engineer for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

SECTION 313
DETECTABLE WARNING SURFACES
[is hereby added to Part 3:].

Detectable Warning Surfaces Construction (Cast-In-Place)

A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

B. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.

C. Prior to placement of the Cast-In-Place System, the contract drawings shall be reviewed with the engineer.

D. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lbs weights, vibrator and small sledge hammer with 2" X 6" x 20" wood tamping plate are specific to the installation of the Cast-In-Place System.

E. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface.

F. While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.

G. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.

H. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.

I. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

Installation Manual Armor-Tile Surface Applied Advanced Warning Strip Surface Tile (Applied on Existing Curb Ramp)

A. During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

B. The application of all tile, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers.

C. Work with the Contractor or Engineer to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review design drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.

D. Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.

E. The surface to receive the detectable warning surface tile is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile.

F. Immediately prior to installing the detectable warning surface tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.

G. Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.

H. Apply the adhesive on the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator. A 3 x 4 foot tile will typically require an entire tube of adhesive.

I. Set the tile true and square to the curb ramp area as detailed in the design drawings.

J. Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using the recommended ¼" diameter bit. Drill through the tile without hammer option until the tile has been successfully penetrated, and then with hammer option to drill into the concrete.

K. Immediately after drilling each hole, and while still applying foot pressure, vacuum, brush or blow away dust and set the mechanical fastener as described below, before moving on to the next hole.

L. Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the hammer, taking care to avoid any inadvertent blows to the truncated dome or tile surface. A plastic deadblow or leather hammer is recommended.

M. Working in a sequence which will prevent buckles in the tile, proceed to drill and install all fasteners in the tile's molded recesses.

N. Following the installation of the tiles, the perimeter caulking sealant should be applied. Follow the perimeter caulking sealant manufacturer's recommendations when applying. Tape all perimeter edges of the tile and also tape the adjacent concrete back 1/2" from the tile's perimeter edge. Tool the perimeter caulking with a plastic applicator or spatula to create a straight edge in a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.

O. Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other, in regard to the tiny

dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other.

In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is advisable. All cuts should be made prior to installation of the tiles.

If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each.

If tiles are custom cut to size, and if pre-molded recesses (to receive fasteners) are removed by the cut, then any truncated dome can be center-drilled with a ¼ inch through hole, and countersunk with a suitable bit, to receive mechanical fasteners. New holes should be created no closer to the edge of the tile than any of the other perimeter fastener pre-molded recesses. Care should be taken to not countersink too deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.

APPENDICES

APPENDIX A
STANDARD PLANS

GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

1. ALL APPLICABLE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
2. THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", LATEST EDITION INCLUDING SUPPLEMENTS THERETO, IS HEREBY MADE A PART OF THIS PLAN.
3. PAVEMENT SHALL CONSIST OF A MINIMUM OF 4" (INCHES) ASPHALT CONCRETE ON 6" (INCHES) AGGREGATE BASE OR CRUSHED MISCELLANEOUS BASE. 4" ASPHALT CONCRETE PAVING SHALL CONSIST OF 2" WEARING COURSE III-C3-PG-64-10 OVER 2" BASE COURSE III-B2-PG-64-10.
4. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN ON PLANS AND/ OR HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
5. ALL CONCRETE SHALL BE CLASS 560-C-3250 (6 SACK MIX) AND SHALL BE CURED WITH TYPE-1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
6. ALL ASPHALT CONCRETE STREET SURFACES SHOWN HEREON SHALL BE SEAL-COATED, WHEN DIRECTED BY THE CITY ENGINEER, FULL-WIDTH USING AN APPROVED TYPE SS-1H EMULSION WITH NO MORE THAN 50% WATER ADDED. A TRUCK MOUNTED SPRAY BAR SHALL BE UTILIZED FOR SPREADING.
7. THE CONTRACTOR SHALL COORDINATE ALL SIGN INSTALLATIONS WITH THE CITY ENGINEER PRIOR TO SIDEWALK INSTALLATION.
8. AN APPROVED SOIL STERILANT SHALL BE UNIFORMLY APPLIED IN ALL AREAS TO BE PAVED UNDER THE DIRECTION OF THE CITY ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MAILBOX BLOCK-OUT LOCATIONS WITH THE U.S. POSTAL SERVICE PRIOR TO SIDEWALK INSTALLATION.
10. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY AND SHALL BE RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
11. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
12. THE CONTRACTOR SHALL MAKE APPLICATION TO THE CITY OF BREA, AND OBTAIN A CONSTRUCTION WATER METER (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BREA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. EXCAVATION IN STREETS WHICH HAVE BEEN CONSTRUCTED OR RECONSTRUCTED WITHIN THE PAST FIVE (5) YEARS AND SEAL COATED WITHIN THE PAST TWO (2) YEARS SHALL BE SUBJECT TO RESTRICTIONS.

BREA CALIFORNIA CITY OF BREA	GENERAL NOTES - STREET IMPROVEMENTS		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 101-0 SHEET 1 OF 2

GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

15. ALL CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A "C-8" OR "A" LICENSED CONTRACTOR.

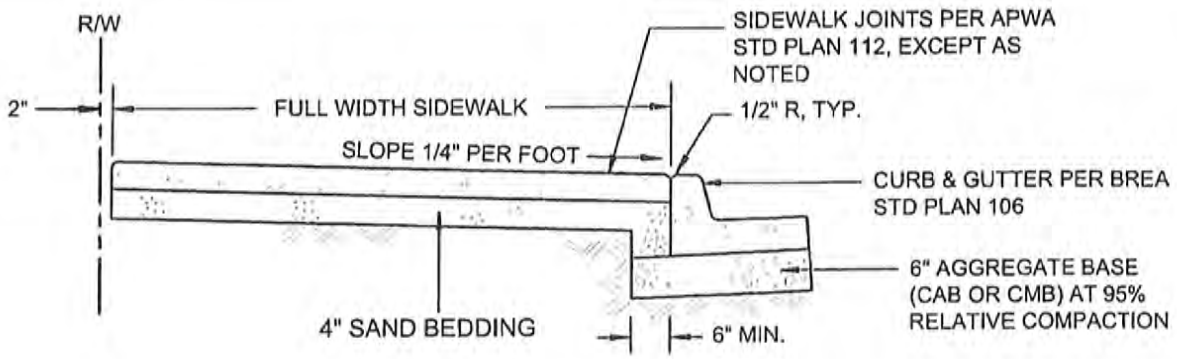
16. 24-HOUR NOTIFICATION IS REQUIRED FOR ALL PUBLIC WORKS INSPECTIONS. CONTACT THE CITY OF BREA PUBLIC WORKS DEPARTMENT, MONDAY TO THURSDAY (EXCLUDING HOLIDAYS), 8 a.m. to 5 p.m., AT (714) 990-7650.

17. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN CONFORMING TO THE CITY OF BREA TRAFFIC CONTROL REQUIREMENTS.

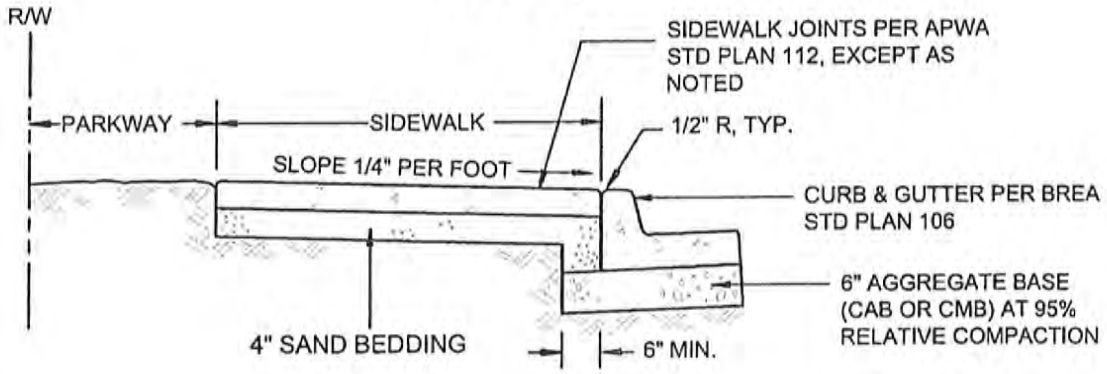
18. ANY CHANGES FROM THE PLAN, STANDARDS NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.

19. INSTALLATIONS NOT CONFORMING TO THE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE CITY ENGINEER.

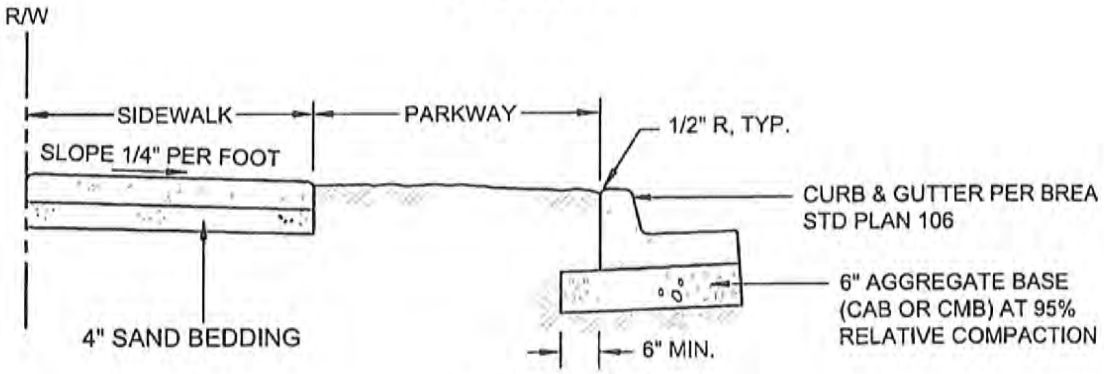
20. BASIC TRENCH REPAIR PROCEDURES SHALL BE PRE BREA STD PLAN 102.



SECTION-1



SECTION-2



SECTION-3

TYPICAL SECTIONS

NOTES: SEE SHEET-2

CITY OF BREA

SIDEWALK

APPROVED: CITY ENGINEER

DATE: 10-15-2013

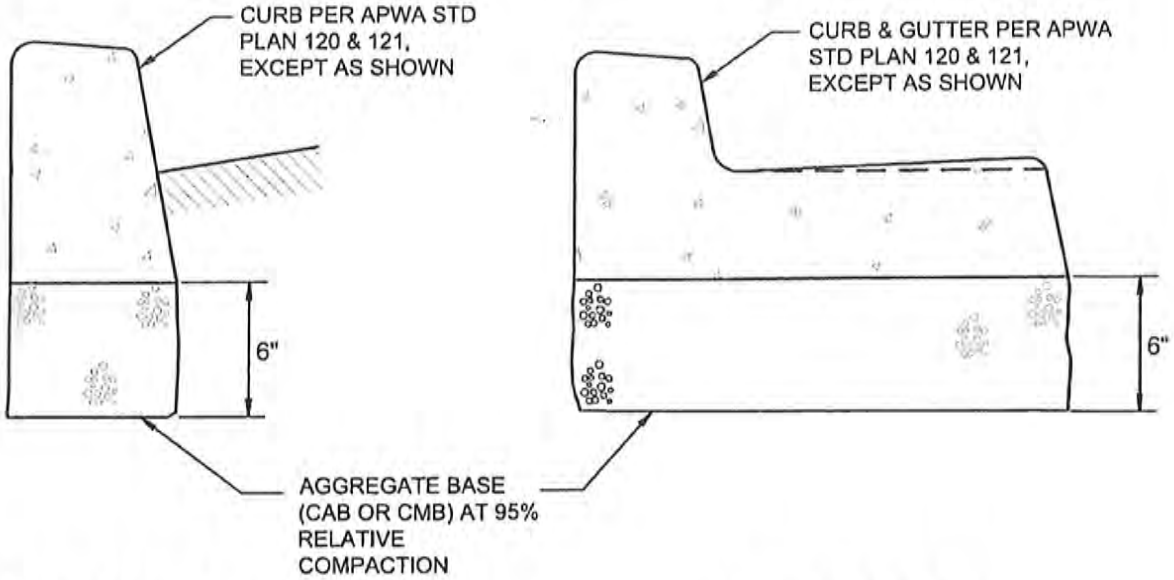
STD. PLAN NUMBER 103-0

SHEET 1 OF 2

NOTES:

1. WIDTH OF SIDEWALK SHALL BE AS SHOWN ON PLANS OR DIRECTED BY CITY ENGINEER. CONSTRUCT FULL WIDTH SIDEWALK IN COMMERCIAL ZONES, OR WHERE LOTS BACK TO THE STREET.
2. SIDEWALK THICKNESS = 4"
3. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 60' INTERVALS AND AT ENDS OF ALL CURB RETURNS, WEAKENED PLANE JOINTS SHALL BE PLACED AT 20' INTERVALS, OR AS DIRECTED BY CITY ENGINEER.
4. EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORING LINES FOR SIDEWALKS SHALL BE PLACED TO COINCIDE WITH JOINTS AND MARKINGS OF THE CURB.
5. CONCRETE SHALL BE PER CITY OF BREA STD PLAN 101.
6. MAKE TRANSVERSE JOINTS AND SCORING RADIAL ON CURVED STREETS.
7. TRANSVERSE "LIGHT BROOM" FINISH FOR LONGITUDINAL GRADES UNDER 10%. TRANSVERSE "HEAVY BROOM" FINISH FOR LONGITUDINAL GRADES OVER 10%.
8. SEE BREA STD PLAN 101 GENERAL NOTES, NOTE NO.4, FOR MONUMENTATION.

BREA CALIFORNIA CITY OF BREA	SIDEWALK		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 103-0 SHEET 2 OF 2



TYPE A1 OR B1

TYPE A2 OR B2

NOTES:

1. UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECIFICATIONS, CONCRETE SHALL BE PER BREA STD PLAN 101.
2. MEDIAN CURBS SHALL NOT BE SLOPED AWAY FROM MEDIAN WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER.
3. ADDITIONAL NOTES SHALL BE PER APWA STD PLAN 120 & 121.

CITY OF BREA

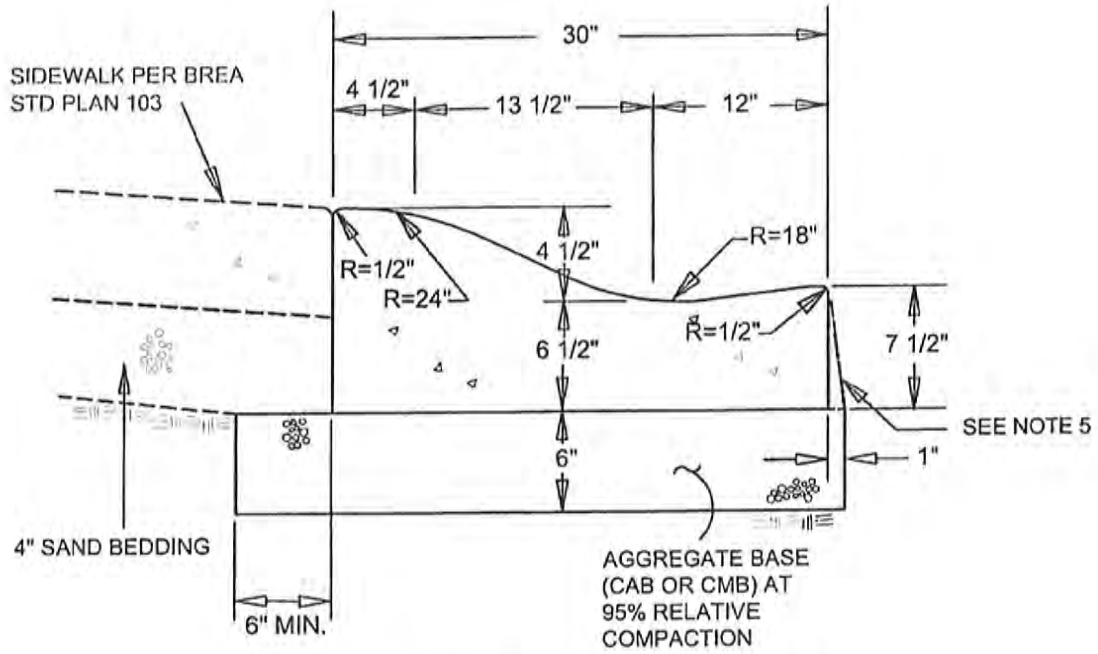
CONCRETE CURB AND GUTTER

APPROVED: CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER 106-0

SHEET 1 OF 2

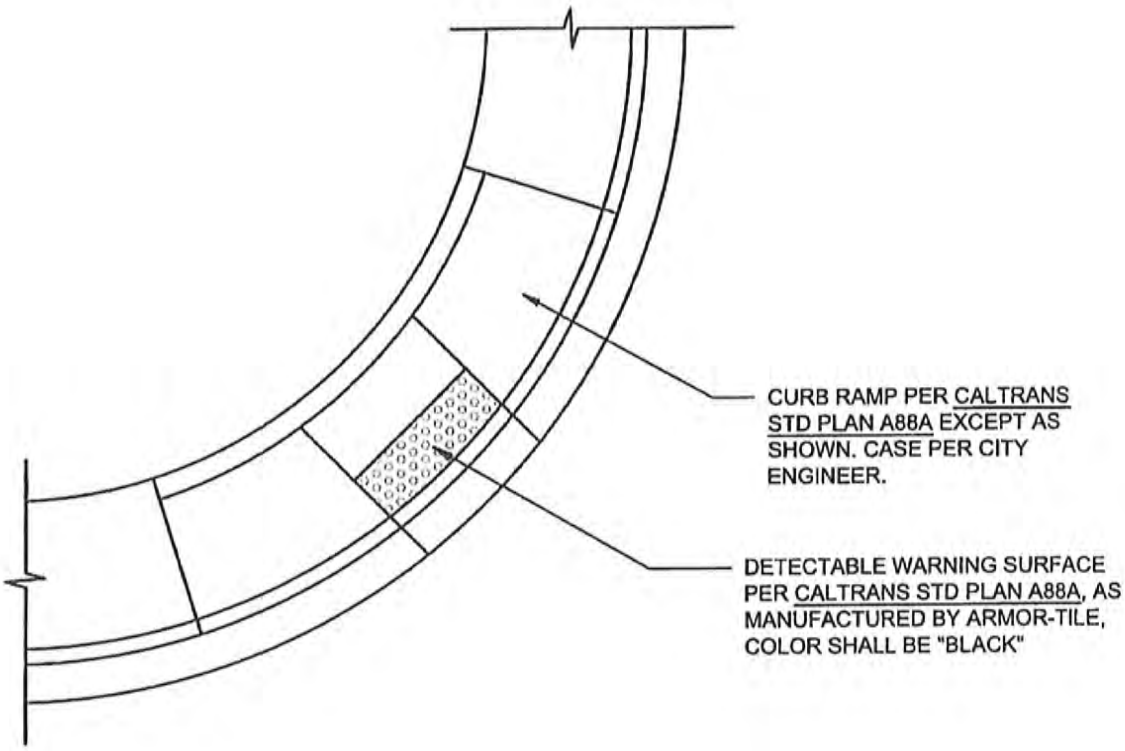


ROLLED CURB AND GUTTER

NOTES:

1. USE OF ROLLED CURB MAY BE RESTRICTED BY SURFACE DRAINAGE CONSIDERATIONS.
2. SIDEWALK CONSTRUCTED CONTIGUOUS TO ROLLED CURB SHALL BE 6 INCHES THICK MINIMUM.
3. WHERE LONGITUDINAL SLOPE IS LESS THAN 0.40 % THE FLOW LINE SHALL BE WATER TESTED.
4. CONSTRUCT 1/2" EXPANSION JOINT AT ALL COLD JOINTS, AT BEGINNING AND END OF CURB RETURNS, AND AT 300 FT. MAX. INTERVALS FOR EXTRUDED CURB AND 30 FT. MAX. INTERVALS FOR FORMED CURB. WEAKENED PLANE JOINTS SHALL BE FORMED AT THE REMAINING 20-FOOT INTERVALS.
5. ONE INCH BATTER AT CURB FACE IS OPTIONAL.
6. ROLLED CURBS ARE PROHIBITED IN AREAS WHERE FLOW LINE GRADIENT IS LESS THAN 0.80 % UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
7. ALL UTILITY BOXES AND COVERS ADJACENT TO ROLLED CURB SHALL BE HS-20 RATED "TRAFFIC BEARING" TYPE.

BREA CALIFORNIA CITY OF BREA	CONCRETE CURB AND GUTTER		
	APPROVED: CITY ENGINEER	DATE: 10-15-2013	STD. PLAN NUMBER 106-0 SHEET 2 OF 2



PLAN VIEW

CITY OF BREA

CURB RAMP

APPROVED: CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER
107-0
SHEET 1 OF 1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

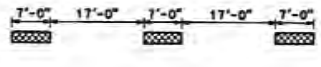
May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

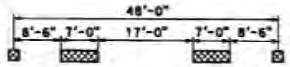
REGISTERED PROFESSIONAL ENGINEER
Sofia Feroz
C88402
3-31-19
CIVIL
STATE OF CALIFORNIA

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



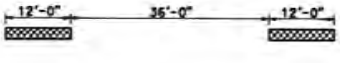
DETAIL 2



~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



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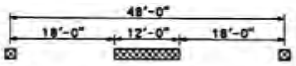

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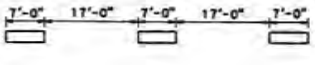
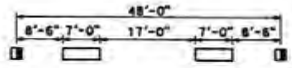
LANELINES
(MULTILANE HIGHWAYS)

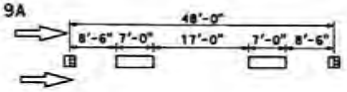
DETAIL 8



DETAIL 9



DETAIL 9A
SEE NOTE



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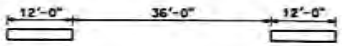
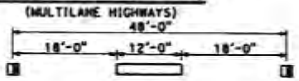
DETAIL 11

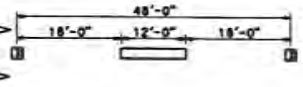


LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE



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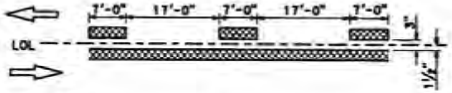
~~DETAIL 14~~ DETAIL 14 DELETED

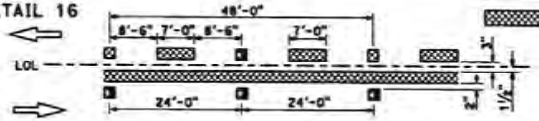
~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15



DETAIL 16



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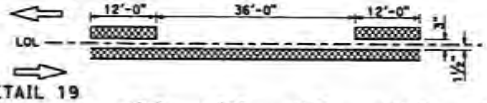
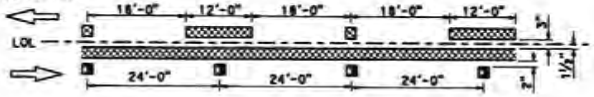
DETAIL 18



DETAIL 19



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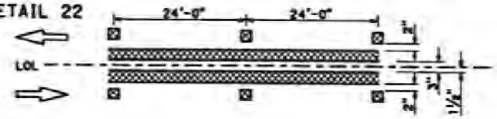
NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21

DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

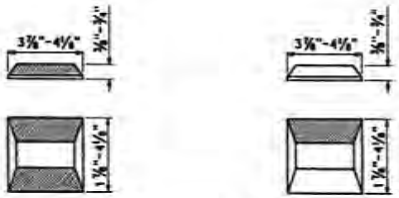
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

2018 STANDARD PLAN A20A

1-26-18

Return to Table of Contents

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER — Anita Fernandez — C061402 — 3-31-19 — CIVIL — STATE OF CALIFORNIA

LEGEND

MARKERS

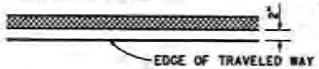
- TYPE D — TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H — ONE-WAY YELLOW RETROREFLECTIVE
- TYPE RY — RED-YELLOW RETROREFLECTIVE

LINES

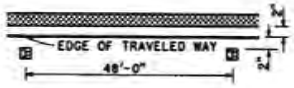
- 6" WHITE
- 6" YELLOW

LEFT EDGELINES
(DIVIDED HIGHWAYS)

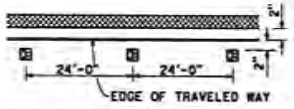
DETAIL 24



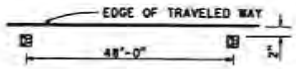
DETAIL 25



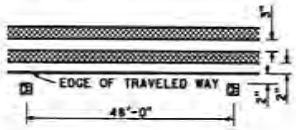
DETAIL 25A



DETAIL 26

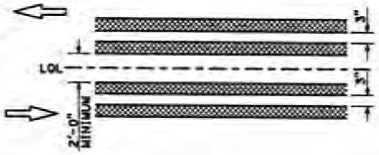


DETAIL 27

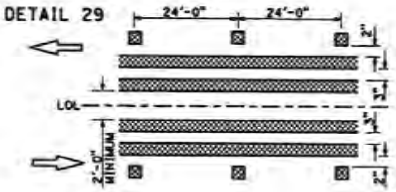


MEDIAN ISLANDS

DETAIL 28



DETAIL 29



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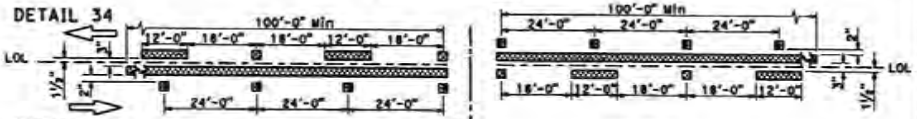
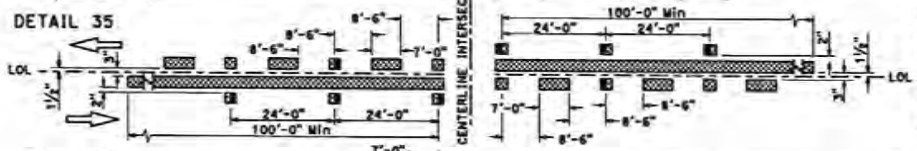
INTERSECTION TREATMENTS

DETAIL 34

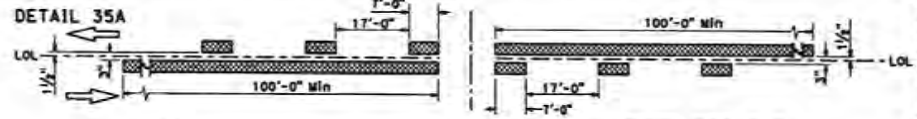


DETAIL 34A

DETAIL 35



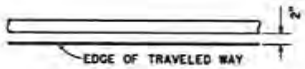
DETAIL 35A



RIGHT EDGELINES

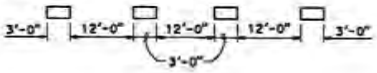
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



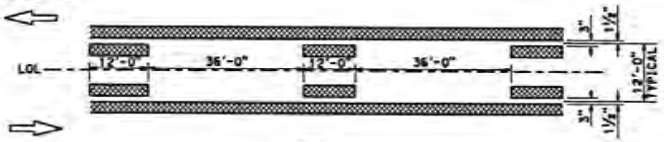
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

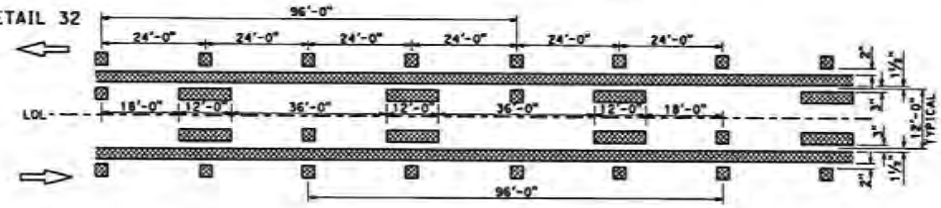


TWO-WAY LEFT TURN LANES

DETAIL 31



DETAIL 32



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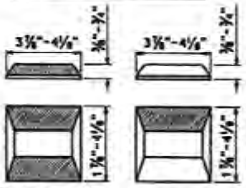
MARKER DETAILS



TYPE RY AND TYPE D

TYPE H

RETROREFLECTIVE FACE

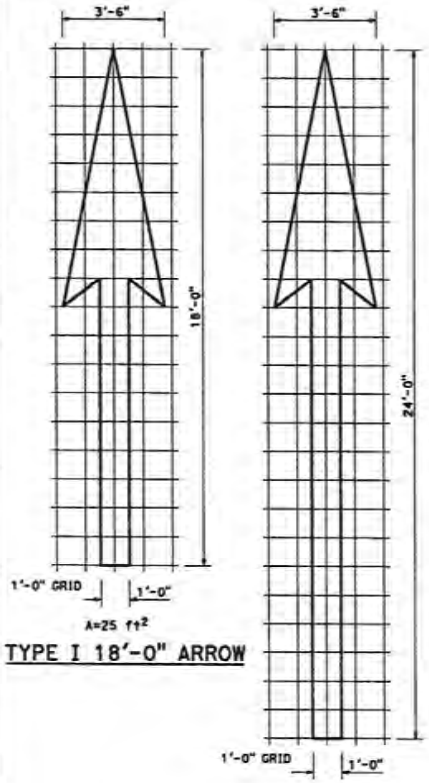
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

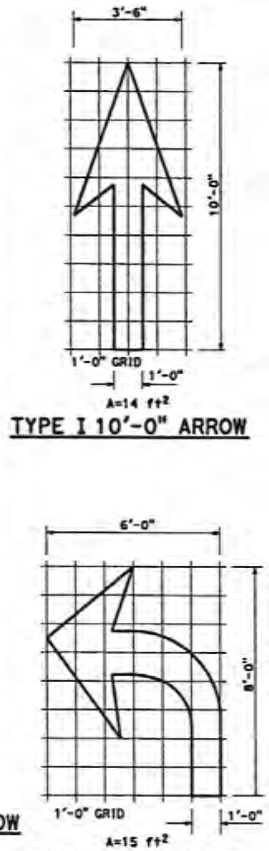
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

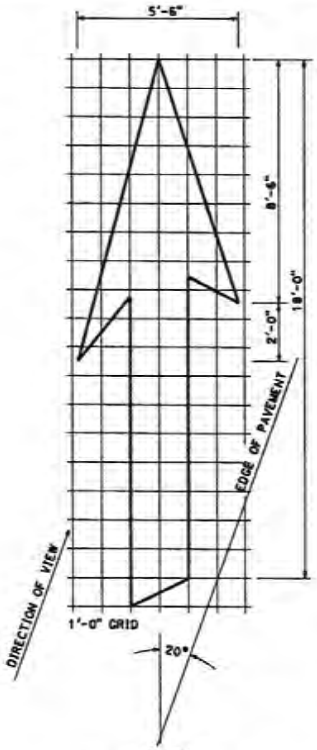
NO SCALE

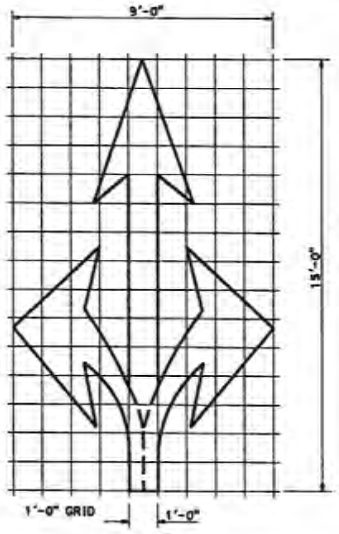
A20B

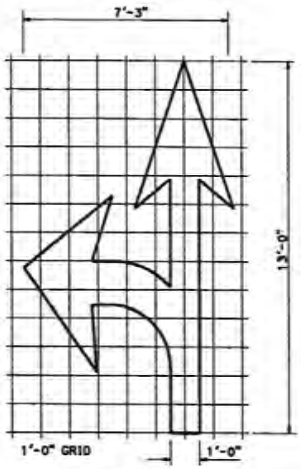
2018 STANDARD PLAN A20B

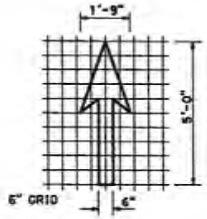


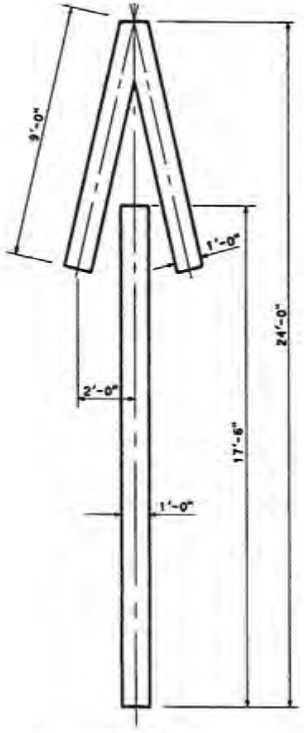












NOTE:
Minor variations in dimensions may be accepted by the Engineer.

District	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
Attila Feraud
C90402
3-31-19
CIVIL
STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS

NO SCALE

A24A

2018 STANDARD PLAN A24A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

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PLANS APPROVAL DATE

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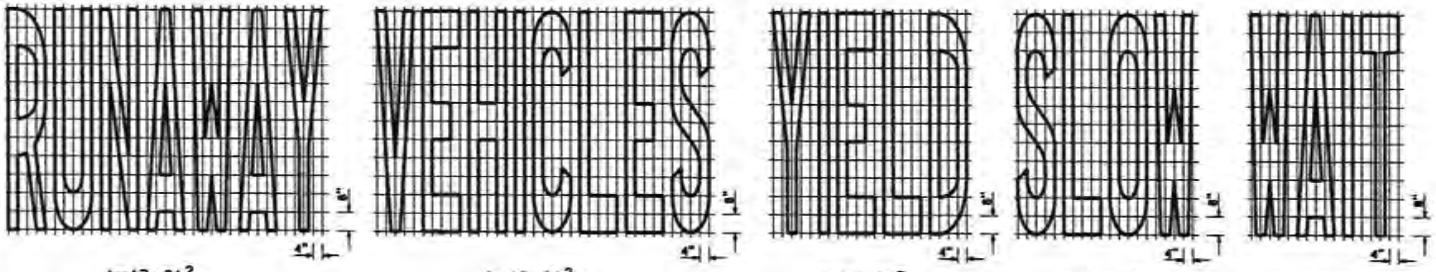
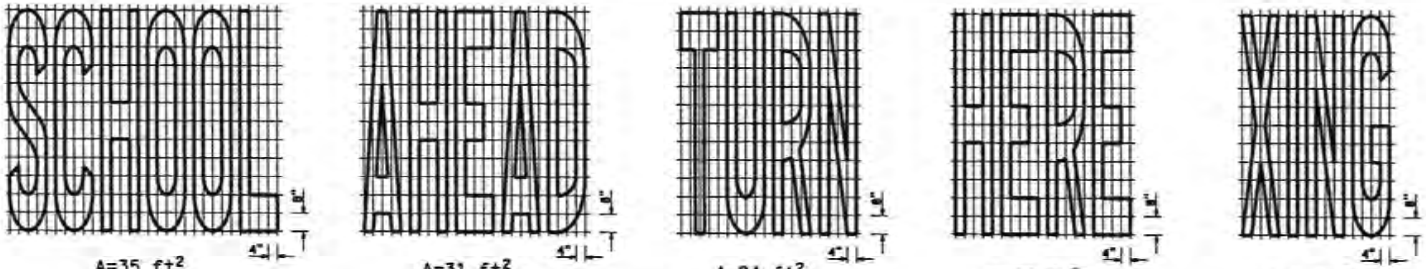
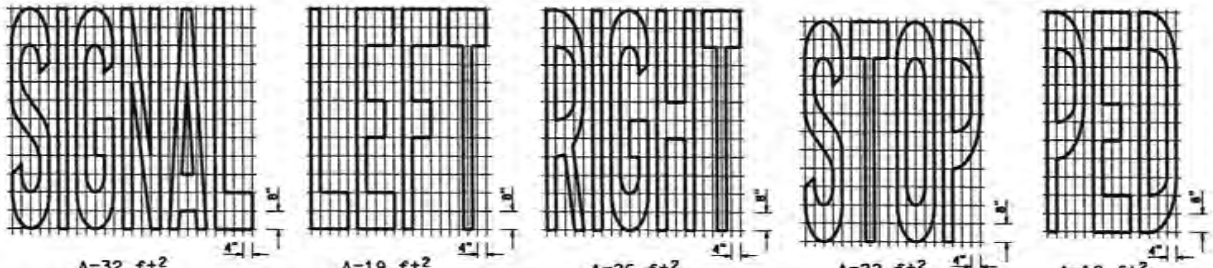
REGISTERED PROFESSIONAL ENGINEER
Alfio Ferraz
C80402
3-31-19
CIVIL
STATE OF CALIFORNIA



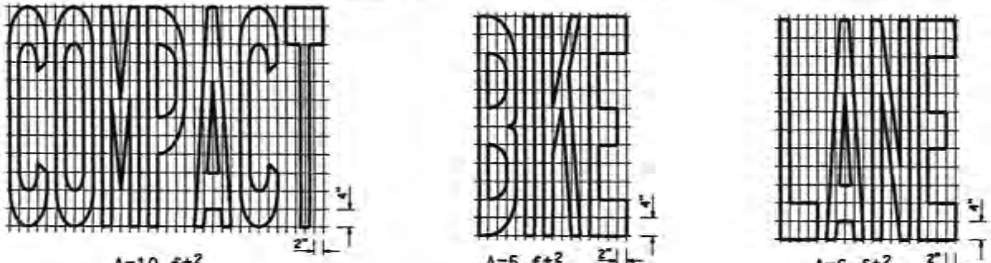
A=43 ft² A=42 ft² A=24 ft² A=23 ft² A=19 ft²



A=35 ft² A=31 ft² A=24 ft² A=26 ft² A=21 ft²



A=32 ft² A=19 ft² A=26 ft² A=22 ft² A=18 ft²



A=10 ft² A=5 ft² A=6 ft²

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

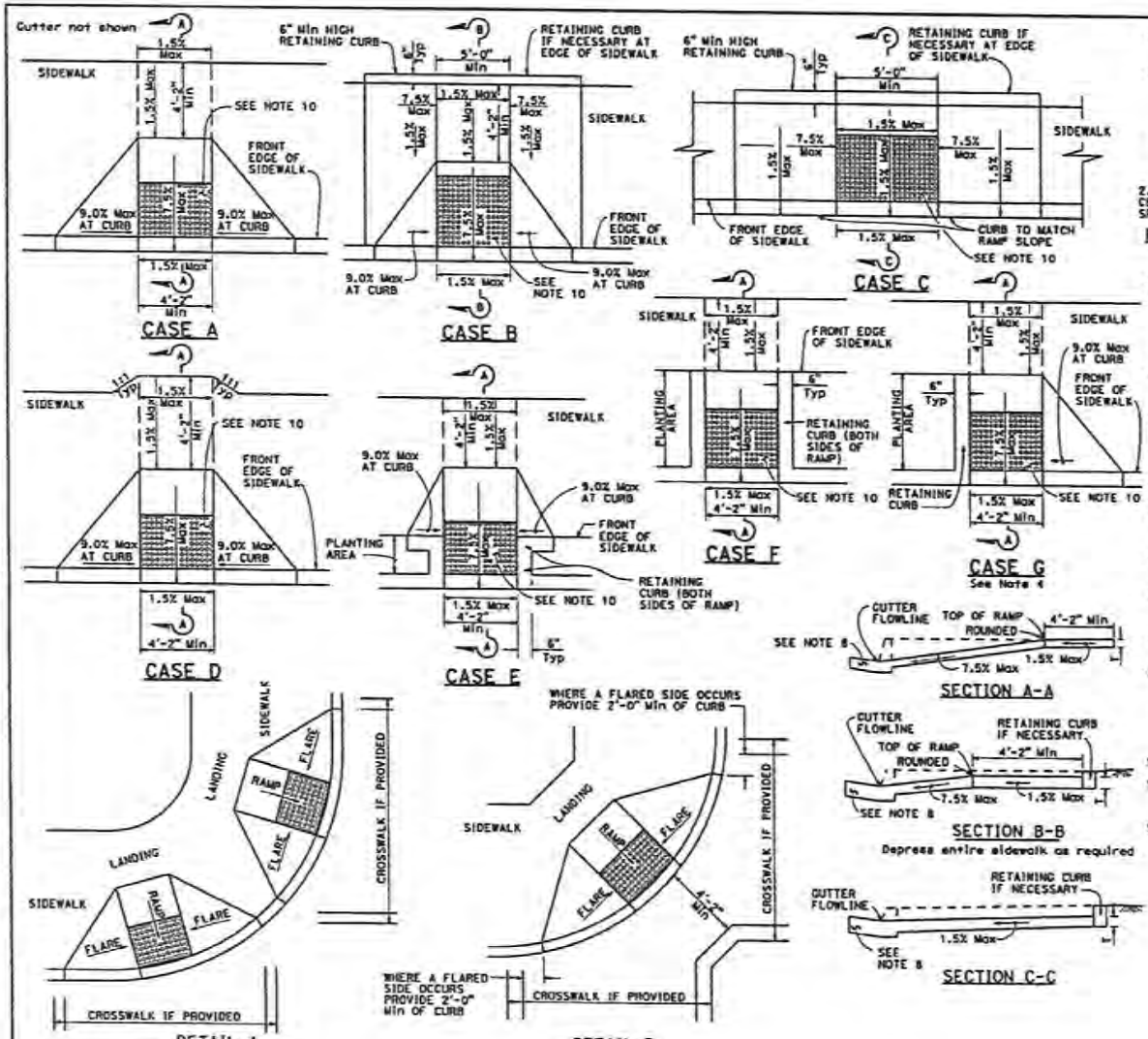
ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

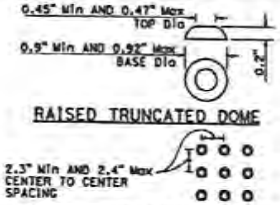
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A24D

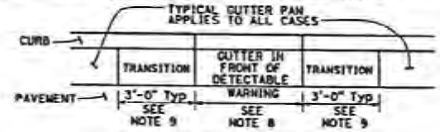




DETECTABLE WARNING SURFACE

NOTES: See Note 10

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

Return to Table of Contents

YOUR TAX DOLLARS AT WORK

REBUILDING CALIFORNIA

PROJECT TITLE

PROJECT START DATE: MONTH/YEAR

PROJECT COMPLETION DATE: MONTH/YEAR

THIS PROJECT IS FUNDED BY:

- SB1
- GAS TAX

CONTRACTOR CONTACT INFORMATION

CONTRACTOR LOGO

BE WORK ZONE ALERT

Project Sign Notes

1. Dimensions for the 120x90 sign are provided on the figure.
2. SB1 Logo
3. BE WORK ZONE ALERT Logo
4. BE WORK ZONE ALERT RIBBON: Pantone #137 Orange
5. City Logo: Colors of Logo as Provided by City
6. YOUR TAX DOLLARS AT WORK: Pantone #P179-15C Black,
   Font: Arial Bold Italic
7. Dashed Line: Pantone #P179-15C Black
8. REBUILDING CALIFORNA: Pantone #P179-15C Black,
   Font: Arial Bold Italic
9. Background: Pantone #137 Fluorescent Orange
10. Project Name: Pantone #P179-15C Black
    Font: Arial Black
11. THESE PROJECT ARE FUNDED BY: Pantone P#179-15C Black
    Font: Arial Black
    Same Font and color for funding sources
12. Background – White
13. Contactor Contact Information: Pantone #P179-15C Black
    Font: Arial Black
14. Contractor Logo” Color per Contractor

APPENDIX B
CONTRACTORS BUSINESS LICENSE APPLICATION

CITY OF BREA

BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS

Please submit completed application with payment (see fee schedule below) and copy of current contractor's license (pocket card) to:

City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)	START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)	BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable	NO. OF EMPLOYEES (Brea)	
	LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.		
5. FEDERAL EMPLOYER ID NO.	STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

☐ Sole Proprietorship	☐ Partnership	☐ Husband & Wife	☐ Limited Liability	☐ Corporation	☐ Trust

Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Sole or Partnership):	DL # (Only Sole or Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:
SSN (Only Partnership):	DL # (Only Partnership):	
Name:	Title:	Home Phone No:
Home Address:	City & State:	Zip:

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. **I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT**

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
EFFECTIVE DATES	ISSUE DATES	FEE

NOTES:

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	$50.00	$90.00	$150.00
CLASS B- General Building Contractor	$40.00	$60.00	$100.00
CLASS C- Specialty Contractor	$20.00	$36.00	$ 60.00

Rev. 01/10

APPENDIX C
INSURANCE AND INDEMNITY REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS / CONSULTANTS

CONSTRUCTION PROJECT
(e.g., capital improvement projects, other construction and remodeling)

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. THEY SUMMARIZE, BUT DO NOT SUPERSEDE, THE INSURANCE REQUIREMENTS ADDRESSED WITHIN THE BODY OF THE BID SPECIFICATIONS. YOU ARE ADVISED TO REFER TO THE BID SPECIFICATIONS IN ADDITION TO THE INFORMATION PROVIDED BELOW. PARTICULAR ATTENTION SHOULD BE GIVEN TO BEST'S GUIDE RATING REQUIREMENT LISTED BELOW.

IT IS HIGHLY RECOMMENDED THAT YOU CONSULT YOUR INSURANCE CARRIER(S) OR BROKER(S) TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE AS PRESCRIBED AND PROVIDED HEREIN. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS MAY RESULT IN YOUR BID OR PROPOSAL NOT BEING CONSIDERED FOR AWARD OF CONTRACT.

TYPE OF INSURANCE COVERAGE	GENERAL LIABILITY	AUTO LIABILITY	WORKERS' COMPENSATION
REQUIRED BY CONTRACT?	YES	YES	YES
MINIMUM LIMITS OF COVERAGE	$2,000,000 Combined Single Limit Per Occurrence See also Comments	$2,000,000 Combined Single Limit Per Accident See also Comments	Workers' Compensation to Statutory Limits; $1,000,000 Employers' Liability limit
MINIMUM BEST'S GUIDE RATING/OTHER REQUIREMENTS	B+ / VII; must be Admitted Insurer	B+ / VII; must be Admitted Insurer	B+ / VII, admitted if commercial policy; OR State Compensation Insurance Fund
ADDITIONAL INSURED?	YES	YES	YES
WAIVER OF SUBROGATION?	YES	YES	YES
COMMENTS	Minimum Limits are subject to change based upon scope of project	Minimum Limits are subject to change based upon scope of project	

APPENDIX D
USA IDENTIFICATION NUMBER FORM

UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

_____
Contractor

_____
By

_____
Title

Date: _____

Note: ***This form is required for every*** *Dig Alert Identification Number* ***issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request***

APPENDIX E
WARRANTY BOND SAMPLE

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

_____

("Principal"), a contract ("Contract") for the work described as follows:
_____

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of _____**Dollars ($XXX.XX)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

APPENDIX F
NPDES REQUIREMENTS

Construction Runoff Guidance Manual

for Contractors, Project Owners, and Developers

December 2012

Orange County Stormwater Program:
A Cooperative Project of the County of Orange,
Cities of Orange County and
Orange County Flood Control District

PROJECT Pollution PREVENTION

Table of Contents

1 Introduction and Overview 1
1.1 Introduction 1
1.2 Overview 1
2 Regulatory Requirements 2
2.1 State and Regional Permit Requirements 2
2.2 Local Agency Requirements 5
2.2.1 Local Grading Code 5
2.2.2 Local Water Quality Ordinance 5
3 Best Management Practices (BMPs) 7
3.1 BMP Overview Diagram 7
3.2 Minimum Site BMP Requirements 9
3.3 CASQA BMP Handbook 10
3.4 BMP Directory 10
3.4.1 Erosion Control (EC) 10
3.4.2 Sediment Control (SE) 14
3.4.3 Wind Erosion Control (WE) 17
3.4.4 Tracking Control (TC) 18
3.4.5 Non-Stormwater Management (NS) 19
3.4.6 Waste Management and Materials Pollution Control (WM) 20
3.4.7 Inspection and Maintenance Frequency Summary 25
4 References 26
5 Glossary 27
Appendix A: Permit Determination Flowcharts 31
Appendix B: Permit Descriptions 34
Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary 38

Figures

Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue) 3
Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente) 8

Tables

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County 4
Table 2: Allowed and Prohibited Discharges 6
Table 3: Physical / Vegetative Stabilization BMPs 11
Table 4: Concentrated Flow Erosion Control BMPs 13
Table 5: Perimeter / Linear Control BMPs 14
Table 6: Storm Drain Inlet Protection BMPs 15
Table 7: Sediment Capture BMPs 16
Table 8: Street Cleaning BMPs 17
Table 9: Wind Erosion Control BMPs 17
Table 10: Tracking Control BMPs 18
Table 11: Non-Stormwater Management BMPs 19
Table 12: Materials Pollution Management BMPs 21
Table 13: Waste Management BMPs 22

1 Introduction and Overview

1.1 Introduction

This Construction Runoff Guidance Manual (Manual) is intended to enable applicants for building or grading permits to understand and comply with the regulatory requirements for creek, river, stream and coastal water protection during the construction phase of new development and significant redevelopment projects. Project owners and developers should be able to use this Manual as a guide to understand which permits and ordinances apply to their construction project. Contractors should be able to use this Manual as a guide to the Best Management Practices (BMPs) typically needed to be implemented at a construction site to ensure compliance with the Construction General Permit (CGP) and local ordinances.

1.2 Overview

The goal of this Manual is to provide useful, succinct information to enable contractors to control pollutant discharges from construction sites. Activities and materials used on a construction site may be a source of pollutants, including but not limited to sediment, concrete and grout; paints, lacquers, and primers; herbicides and pesticides; soaps and detergents; wood preservatives; equipment fuels, lubricants, coolants, and hydraulic fluids; and cleaning solvents. Water from construction sites can be a major transporter of these pollutants, which can leak from heavy equipment, be spilled, or can be eroded by rain from exposed soil or stockpiles. Once released, they can be transported into the receiving waters of the County of Orange (Orange County or "the County"), where they may enter aquatic food chains and cause fish toxicity problems, contribute to algal blooms, impair recreational uses, and degrade drinking water sources.

2 Regulatory Requirements

2.1 State and Regional Permit Requirements

Construction activity in Orange County is subject to regulation by both the Santa Ana and the San Diego Regional Water Quality Control Boards (Regional Boards or RWQCBs). The Regional Boards are responsible for implementing the Clean Water Act and the California Porter-Cologne Act. The boundary between the two Regional Board jurisdictions approximately follows El Toro Road in Lake Forest, separating the Santa Ana Region (Regional Board 8 or RB8) (north of El Toro Road) from the San Diego Region (Regional Board 9 or RB9) (south of El Toro Road). While some of the permits listed in Table 1 are issued statewide by the State Water Resources Control Board (State Board or SWRCB) and implemented throughout the state by the Regional Boards, other permits, like dewatering or de minimus permits, are issued and implemented on a Region-by-Region basis. Additionally, the Regional Boards issue Municipal Separate Storm Sewer System (MS4) Permits to the County and cities, which include additional requirements for managing construction sites.

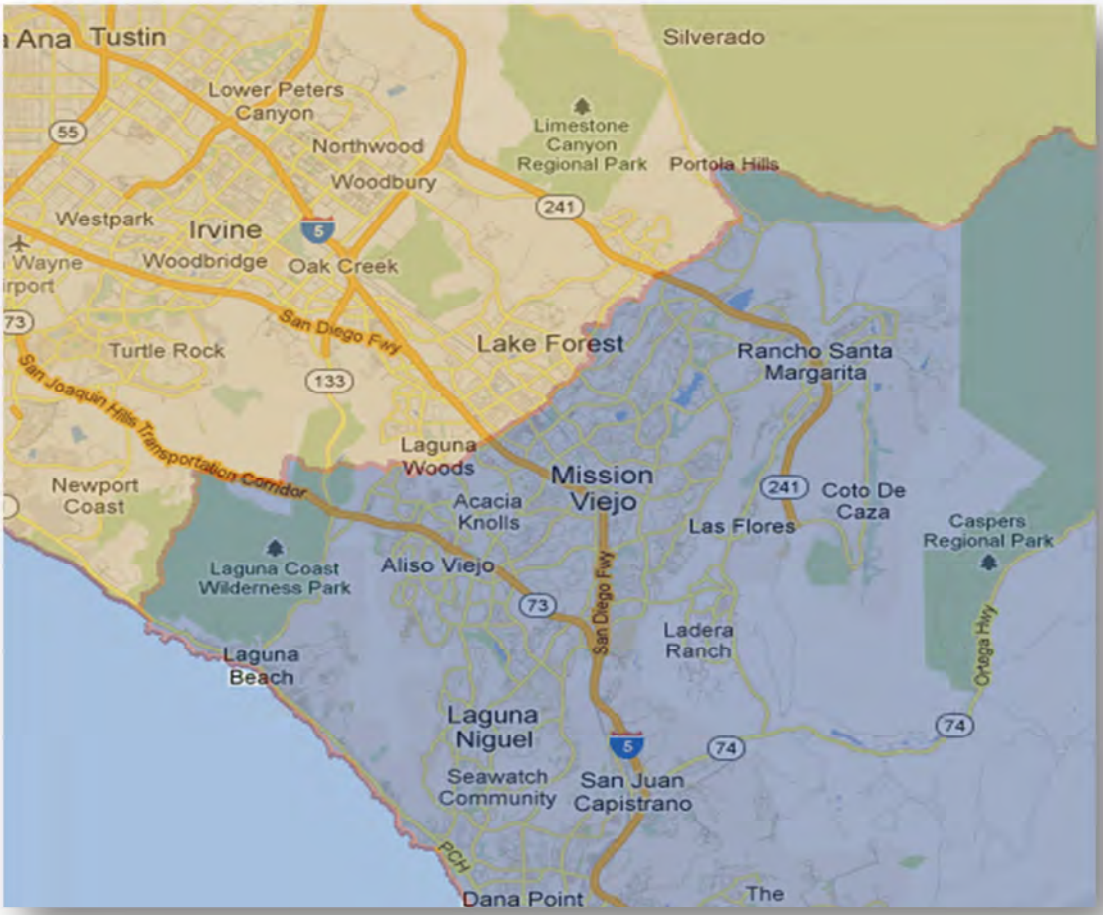


Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)

Table 1 includes a list of all State or Regional permits related to runoff water quality that may apply to construction projects in Orange County. To determine which, if any, of these permits affect your construction project, go to Appendix A and follow the three flow charts. Appendix B includes a brief summary of each permit shown in Table 1. A list of web links for each permit is included in the Reference section at the end of this Manual.

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County

	Order Number / NPDES Number	Permit Name	Affected Area
CGP	2009-0009-DWQ/ CAS000002	National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	Statewide
MS4	R8-2009-0030/ CAS618030	Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region (MS4 Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2009-0002/ CAS0108740	Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated Cities of Orange County, and The Orange County Flood Control District Within the San Diego Region (MS4 Permit for San Diego Region)	San Diego Region within Orange County
Discharge To Land	2003-0003-DWQ	Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality (WDR for Discharge to Land)	Statewide
Groundwater Dewatering	R8-2007-0041/ CAG918002	General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts (Dewatering Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2008-0002/ CAG919002	Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay (Dewatering Permit outside of San Diego Bay for San Diego Region)	San Diego Region within Orange County
Potable Water	R8-2009-0003/ CAG998001	General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality (De Minimus WDRs for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2010-0003/ CAG679011	General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region (Potable Water WDRs for San Diego Region)	San Diego Region within Orange County

In 2009, the SWRCB adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP). The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by the County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

More details regarding the CGP and other State and Regional permits can be found in Appendix A.

2.2 Local Agency Requirements

Each city, as well as the County of Orange, has a Municipal Code that establishes requirements for erosion and sediment control on grading projects. All project owners must meet the requirements of the applicable code prior to, during, and after construction. Additionally, through the MS4 Permits listed in Table 1 and described in Appendix B, each city or the County is responsible for periodic inspections of construction sites within its boundaries. (All project owners must allow city or County inspectors onto the project site for these inspections.)

2.2.1 Local Grading Code

The Grading Code sets the rules and regulations for grading operations including operations preparatory to grading on private property. In addition to other requirements, the Grading Code requires that a project owner, developer or contractor prepare erosion control plans (ECPs), obtain a grading permit, and implement and maintain erosion and sediment control BMPs. Refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal grading code.

2.2.2 Local Water Quality Ordinance

The County and cities in Orange County have adopted Water Quality Ordinances for the purpose of improving water quality and compliance with NPDES permit requirements and for the control of urban pollutants. The Water Quality Ordinances are part of their municipal codes and are, in effect, laws that contractors are required to comply with. Non stormwater discharges to the municipal storm drain system are prohibited unless covered by a discharge exception. Prohibited non-stormwater discharges include wastewater from concrete truck washing, paint equipment cleaning, spill cleanup, etc. (See Table 3). Please refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal water quality ordinance.

Table 2: Allowed and Prohibited Discharges

Allowed	Prohibited (not allowed)
▪ Discharges composed entirely of stormwater ▪ Projects permitted under the CGP may be authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: A. fire hydrant flushing, B. irrigation of vegetative erosion control measures (only in Region 8), C. pipe flushing and testing, D. water to control dust, and E. uncontaminated ground water from dewatering. Consult a construction stormwater professional to review the specific conditions. ▪ Discharges that are authorized by a De Minimus or Dewatering permit.	▪ Trash / debris / litter ▪ Concrete waste ▪ Sanitary waste ▪ Fuel or oil (Dumping, Spills, or Leaks) ▪ Non-stormwater discharges to the municipal storm drain system or receiving water (unless covered by an NPDES Permit, such as CGP or De Minimus) ▪ Projects in Region 9 permitted under the CGP are not authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: F. irrigation of vegetative erosion control measures

3 Best Management Practices (BMPs)

Best Management Practices (BMPs) collectively refer to a variety of pollution prevention controls implemented throughout the project site at various times of the project. BMPs discussed herein are specifically aimed to control pollution in stormwater runoff during the construction phase of the project. The major construction BMP categories can be broken down into

- Erosion Control (EC)
- Sediment Control (SE)
- Wind Erosion Control (WE)
- Tracking Control (TC)
- Non-Stormwater Management (NS)
- Waste Management and Materials Pollution Control (WM)

These BMPs will be discussed in detail throughout the remainder of this section. Permanent post-construction BMPs are not addressed in this document. Post construction BMP requirements are detailed in the Model Water Quality Management Plan (WQMP) as required by the MS4 Permits of either the Santa Ana Region or San Diego Region.

3.1 BMP Overview Diagram

The BMPs that are commonly used on construction sites are shown in Figure 2.

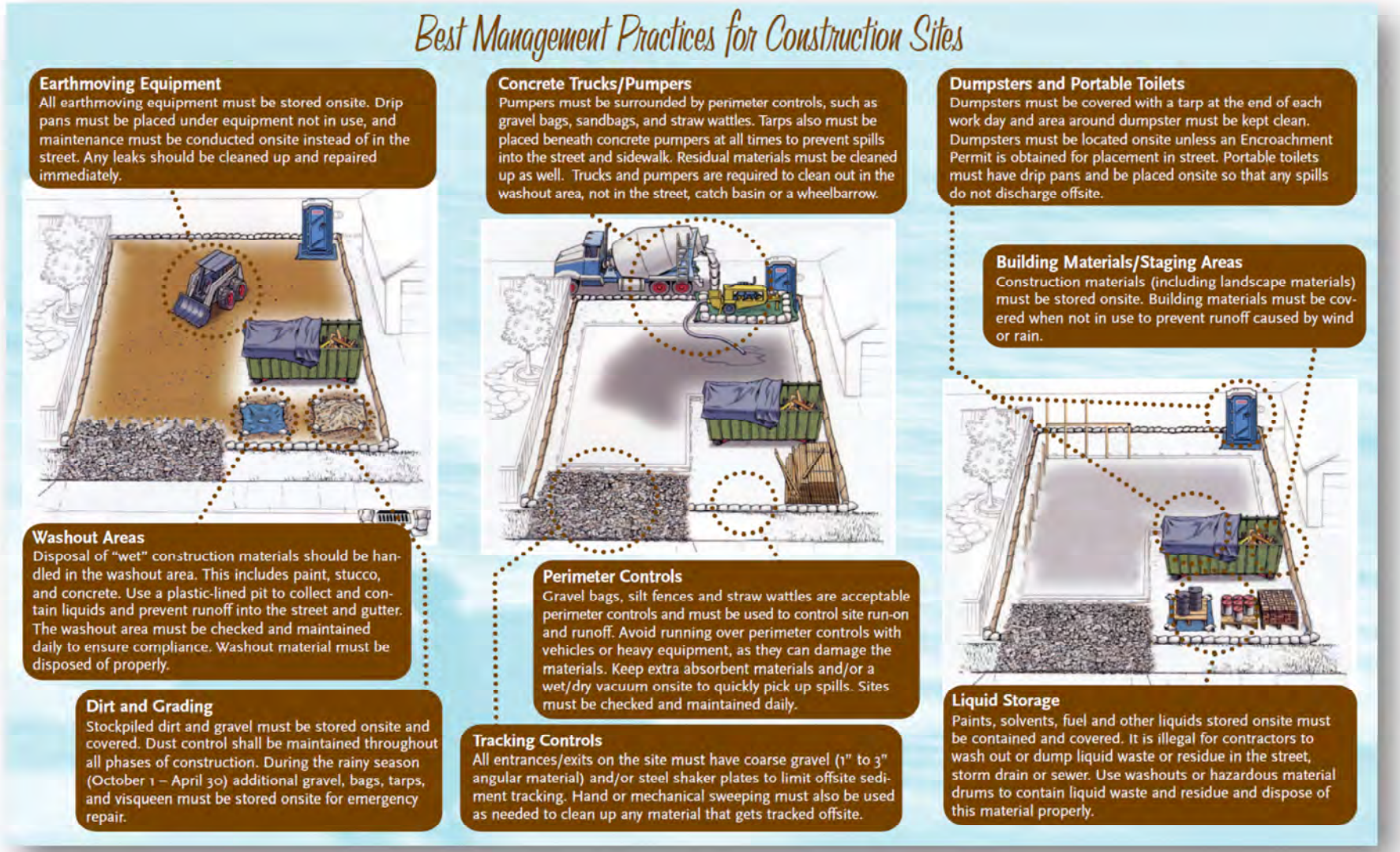


Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente)

3.2 Minimum Site BMP Requirements

The following requirements are for deployment of selected construction BMPs and apply year-round (not just during the rainy season) to all projects.

A. Pollution prevention where appropriate.

B. Development and implementation of a site specific run-off management plan.

C. Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction.

D. Minimization of exposure time of disturbed soil areas.

E. Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible.

F. Limitation of grading to a maximum disturbed area as determined by the County / city before either temporary or permanent erosion controls are implemented to prevent stormwater pollution. The County / city has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.

G. Temporary stabilization and reseeding of disturbed soil areas as rapidly as feasible.

H. Non-stormwater management measures to prevent illicit discharges and control stormwater pollution sources.

I. Erosion Control BMPs shall be implemented.

J. Wind erosion control BMPs (dust control) shall be implemented.

K. Sediment control BMPs shall be implemented at all appropriate locations along the site perimeter, at all operational storm drain inlets and at all non-active slopes.

L. Tracking control BMPs to control off-site sediment tracking shall be implemented and maintained.

M. Waste management and materials pollution control BMPs shall be implemented to prevent the contamination of stormwater by construction wastes and materials.

N. Non-stormwater BMPs shall be implemented to reduce or prevent the contamination of stormwater from construction activities.

O. Weather tracking: projects shall monitor the National Weather Service (www.weather.gov) probability of precipitation. When a rain event is predicted (forecast predicts a greater than 50% probability of precipitation), the project must be inspected and BMPs must be maintained or deployed as needed to protect the project from discharging pollutants. (CGP projects only)

P. BMP failures must be repaired or replaced with an acceptable alternate as soon as it is safe to do so. Repairs or replacements must result in an adequate BMP, or additional BMPs should be installed to provide adequate protection.

Q. Active exposed areas: Sufficient materials needed to install standby erosion and sediment control BMPs necessary to protect all active exposed areas from erosion and to reduce or prevent sediment discharges shall be stored on site. The total active exposed area shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMPs prior to a predicted rain event.

R. Inactive exposed areas: All exposed areas not being actively worked in shall be protected from erosion with temporary or permanent BMPs (erosion and sediment control). The ability to deploy standby BMP materials is not sufficient for these areas; erosion and sediment control BMPs must actually be deployed.

S. Completed areas: Areas that have already been protected from erosion using permanent erosion control BMPs (physical or vegetation) are not considered "exposed". Deployment of permanent erosion control BMPs should commence as soon as practical on completed areas.

T. Preservation of natural hydrologic features where feasible.

U. Preservation of riparian buffers and corridors where feasible.

V. Evaluation and maintenance of all BMPs, until removed.

W. Retention, reduction, and proper management of all stormwater pollutant discharges on site to the Maximum Extent Practicable (MEP) standard.

3.3 CASQA BMP Handbook

The California Stormwater Quality Association (CASQA) has prepared a handbook providing details about all of the recommended BMPs. The current version of this handbook is the CASQA Best Management Practice Handbook, Construction, 2009 Edition. A membership to CASQA can be obtained at www.casqa.org. Access to the BMP Fact Sheets referenced in this section is included with the CASQA membership. The Handbook contains six major categories of BMP fact sheets with guidelines on how to select each BMP. The six categories include: Erosion Control (EC), Sediment Control (SE), Wind Erosion Control (WE), Tracking Control (TC), Non-Stormwater Management (NS), and Waste Management and Materials Pollution Control (WM).

These categories of BMPs and their applicability are discussed in the following sections.

3.4 BMP Directory

In order to meet the requirements of the Permits and Ordinances mentioned in Section 2, BMPs must be selected, installed, and maintained properly throughout the duration of construction projects. BMPs must be discussed with all project contractors, subcontractors, and any party involved, because education is the most important BMP.

3.4.1 Erosion Control (EC)

Erosion control BMPs focus on preventing soil from being eroded by stormwater and potentially discharged from the construction site. Erosion control is more effective than sediment control for reducing sediment discharge. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common erosion control BMPs for construction projects.

Erosion prevention is to be used as the most important measure for keeping sediment on site during construction. Permanent revegetation or landscaping shall be done as early as feasible at a minimum.

Table 3: Physical / Vegetative Stabilization BMPs

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	**Description**
Scheduling	Sequencing construction activities to reduce the amount of exposed soil during seasons of higher precipitation probability. All projects should consider scheduling activities to minimize the amount of disturbed area during seasons of higher precipitation probability. Phasing can be used to maintain stabilized areas (vegetation or impervious cover) as much as possible during construction. Disturbed areas should be stabilized as soon as practical. Attempt to schedule grading outside of seasons of higher precipitation probability. Reference: CASQA EC-1, EC-2
Seeding	Applying seed to a surface with the intention of achieving vegetation which can effectively protect soils from erosion while reducing runoff by encouraging infiltration / transpiration. Seeding is effective for temporary and permanent stabilization of slopes, stock piles, and other disturbed soils. Seeds can be combined with mulch and water then sprayed onto surfaces (also referred to as hydro seeding) for immediate erosion protection. Without combining or covering seeds with mulch seeds will be susceptible to erosion until vegetation has sufficiently established. Supplemental irrigation may be required to establish vegetation. Scarifying surfaces prior to seed application can increase its effectiveness. Reference: CASQA EC-4
Soil Binders	Spraying a liquid compound to disturbed soils to bind and stabilize the soil surface (forming a crust). This process reduces the potential for wind and water erosion. Examples include: guar, psyllium, starch, gypsum, pitch and rosin emulsion, polymers, and acrylates. Soil binders are effective for temporary stabilization of slopes, stockpiles, and other disturbed areas. Soil binders need time to cure and should not be applied less than 24 hours before predicted precipitation. The specific soil binder selected depends on the type of soil. Soil binders must be non-toxic and environmentally benign. Soil binders will need to be reapplied as needed based on the specific soil binder and visual inspection. Soil binders are much less effective in areas that receive traffic. Reference: CASQA EC-5
Mulching	Covering disturbed soils with a fibrous wood, straw, or similar material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Mulching is effective for temporary stabilization of slopes, stock piles, and other disturbed soils. Mulch materials can be combined with water then sprayed onto surfaces (also referred to as hydraulic mulch) for increased wind erosion protection. Typically, mulch must be reapplied every 6 to 12 months. Soil roughening prior to mulch application can increase its effectiveness. Reference: CASQA EC-3, EC-6, EC-8
Geotextiles and Mats	Covering disturbed soils with a natural or synthetic blanket or mat. This process greatly reduces the potential for wind and water erosion. Some rolls and mats physically hold the soil in place. Example include: geotextiles, plastic covers, rolled erosion control blankets / mats, straw / mulch blanket, coconut fiber blanket, and plastic netting. Geotextiles and mats are effective for temporary stabilization of steep slopes with high erosion potential, stockpiles, and channels that will be vegetated. Geotextiles and mats are more expensive than other erosion control BMPs. Materials may need to be removed prior to final stabilization. Mats / blankets are most effective when in direct contact with the soil; do not roughen soil or leave significant rocks / roots. Mats / blankets typically require an anchoring mechanism to hold them in place. Mats / blankets should be laid parallel to the

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	**Description**
	direction of flow. Mats / blankets should allow water to flow on top of them and not below which would cause the soil to wash out. Reference: CASQA EC-7
Non-Vegetative Stabilization	Covering disturbed soils with a non-vegetative material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Examples include: decomposed granite, gravel, and rock slope protection. Other non-vegetative stabilization is effective for temporary and permanent stabilization of areas with heavy vehicular or pedestrian traffic or areas where a vegetative cover is infeasible. Other non-vegetative stabilization is intended to be used in combination with additional erosion control and sediment control BMPs. If used for permanent stabilization, periodic inspection and maintenance may be required. Material should be selected based on the slope and use of the area. Reference: CASQA EC-16 and Caltrans Standard Specifications May 2006 Section 72-2.

Table 4: Concentrated Flow Erosion Control BMPs

Concentrated Flow Erosion Control: Reducing concentrated flow velocity or protecting concentrated flow paths to prevent erosion.	
Type	**Description**
Dikes, Swales, and Slope Drains	Grading and compacting soil or installing pipe to control / divert / direct runoff. Dikes, swales, and slope drains can be combined to safely convey runoff down a slope, direct runoff to a stabilized channel, reduce potential for flooding, direct runoff to sediment traps / basins. Dikes, swales, and pipes that are used to direct runoff must be properly sized based on the specific application. Typically, slope drains require energy dissipation. Monitor swales and dikes for erosion or accumulation of sediment or debris. Swale and dike slopes should be 2:1 or less. Use vegetation, geotextiles, or mats to stabilize swales. Temporary devices must be removed. Reference: CASQA EC-9, EC-11
Energy Dissipation	Placing rock, riprap, or similar material to reduce erosion from concentrated, high velocity flows. Energy dissipation is effective at pipe outlets, channel linings, and transitions from stabilized to un-stabilized conveyances. Line the area with filter fabric prior to placing rock or riprap. Accumulated sediment may be difficult to remove from energy dissipation area. For pipe outfalls the size of the energy dissipation area will increase with flow rate and/or pipe size. Temporary devices must be removed. Reference: CASQA EC-10, EC-12
Soil Roughening	Mechanically roughening soil (track walking or imprinting) to prepare soil for additional BMPs or create small terraces to break up sheet flow. Soil roughening can be applied to slopes, stockpiles, basins, and other disturbed soil areas. Soil roughening is intended to be used in combination with additional erosion control and sediment control BMPs. A common implementation method is to drive heavy equipment with its treads parallel to the contours of the slope. For long slopes additional terracing may be required. Reference: CASQA EC-15

3.4.2 Sediment Control (SE)

Sediment control BMPs focus on preventing eroded soil from being discharged from the construction site. The demand placed on sediment control BMPs is dependent upon the effectiveness of the erosion control BMPs. More robust erosion controls will reduce the need for sediment controls and vice versa. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common sediment control BMPs for construction projects.

At a minimum, sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction, and slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season.

Table 5: Perimeter / Linear Control BMPs

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	**Description**
Linear Sediment Controls	Installing sediment control BMPs along contours to reduce runoff velocity, remove sediment, and discourage rill erosion. Examples include: fiber rolls, sand / gravel bags, and straw bales. Linear sediment controls are effective parallel to contours on the face of slopes and at the top and toe of slopes. Linear sediment controls are typically implemented temporarily until slope is stabilized. Straw bales must be anchored and should not be used on the face of slopes. Fiber rolls must be trenched and staked during installation. For Risk Level / LUP Type 2 and 3 projects, the CGP specifies minimum uninterrupted sheet flow lengths for slopes to be 20 feet for slopes under 25%, 15 feet for slopes 25-50%, and 10 feet for slopes over 50%. Reference: CASQA SE-5, SE-6, SE-8, SE-9, SE-14
Perimeter Controls	Installing a barrier to prevent sediment discharges by controlling run-on and run-off around the perimeter of the construction site or limits of grading. Examples include: silt fence, fiber rolls, sand / gravel bags, and straw bales. Perimeter controls are effective when implemented around the perimeter of the construction site or limits of grading. Perimeter controls are not effective when used in a concentrated flow path. Silt fence and fiber rolls require proper installation which includes trenching and staking. Typically, perimeter controls should be installed prior to grading and remain functional until final stabilization is achieved. Maintenance of perimeter controls must be performed as needed. Perimeter controls are a minimum BMP requirement of the CGP. Reference: CASQA SE-1, SE-5, SE-6, SE-8, SE-14

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	**Description**

Table 6: Storm Drain Inlet Protection BMPs

Storm Drain Inlet Protection: Ponding and/or filtering stormwater to remove pollutants (primarily sediment) from entering the storm drain system.	
Type	**Description**
Storm Drain Inlet Protection	Filtering or ponding of stormwater before it enters a storm drain inlet to reduce the amount of sediment that discharges. Storm drain inlet protection should be implemented at every storm drain inlet that receives runoff from active construction areas. Ponding of sediment laden stormwater can provide the best results if the ponding capacity is appropriate for the tributary drainage area. Ponding may be limited by street traffic constraints. Other sediment controls such as check dams should be used upstream to reduce the amount of sediment that reaches the storm drain inlet protection. After a storm sediment that has settled must be cleaned up. Reference: CASQA SE-10, SE-14.

Table 7: Sediment Capture BMPs

Sediment Capture: Capturing sediment in channelized stormwater to reduce sediment discharge.	
Type	**Description**
Sediment Trap / Basin	Constructing a temporary containment area to detain runoff to allow for deposition of sediment prior to stormwater discharge. Sediments traps / basins are effective when implemented within the downstream section of a construction site or at discharge points. Sediment traps can be effectively implemented throughout a large construction site. Sediment basins can efficiently be developed at locations where future post-construction basins will be utilized. Sediment traps should only be used for tributary drainage areas below 5 acres. Sediment basins should be used for tributary drainage areas between 5 and 75 acres. Sediment traps / basins can be large and may not be suitable for small construction projects. Sediment traps / basins should be sized by a Registered Civil Engineer to ensure they have sufficient capacity. Sediment traps / basins should not hold water for longer than 72 hours. Local agencies may have stricter vector control and child safety fence requirements. Typically dikes, swales, or piping are required to direct runoff to traps / basins. Reference: CASQA SE-2, SE-3
Check Dams	Constructing small barriers along a swale or channel to reduce channel erosion and allow for deposition of sediment. Check dams are effective for sediment control within un-stabilized concentrated flow paths on the construction site such as swales, ditches, or channels. Typically, check dams are constructed of rock, sand / gravel bags or fiber rolls. Effective check dams will collect sediment behind each check dam which must be removed regularly to maintain the performance of the check dam. Check dams should not be constructed with straw bales or silt fence. Reference: CASQA SE-4, SE-5, SE-6, SE-8

Table 8: Street Cleaning BMPs

Street Cleaning: Cleaning streets and other paved areas that have collected sediment and/or debris to prevent it from entering the storm drain system.	
Type	**Description**
Street Sweeping and Vacuuming	Cleaning sediment from streets and roadways to reduce the potential discharge to storm drain inlets or receiving waters. Sweeping and vacuuming should be implemented on all paved areas within and adjacent to construction sites. Inspect and maintain areas subject to sediment tracking on a daily basis. Utilize methods that collect and remove sediment instead of methods that simply spread the sediment around. Reference: CASQA SE-7

3.4.3 Wind Erosion Control (WE)

Wind Erosion Control is any practice that protects the soil surface and prevents the soil particles from being detached by wind. Wind Erosion Control is also referred to as dust control.

Table 9: Wind Erosion Control BMPs

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	**Description**
Wind Erosion Control	Preventing wind from causing erosion or dust. Examples include: wet suppression, chemical dust suppression, covering exposed sediment, and minimizing disturbed area though scheduling. Wind erosion control should be implemented at every construction project throughout all disturbed areas. Wet suppression is sufficient for most projects if implemented regularly. Other requirements (Clean Air Act, Air Quality Management Districts, etc.) typically address wind erosion control. Chemical dust suppression should only be implemented when it will have no negative environmental impacts. Reference: CASQA WE-1

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	**Description**

3.4.4 Tracking Control (TC)

Tracking Control is any practice that prevents or reduces the amount of sediment that is tracked to paved areas from unpaved areas by vehicles or construction equipment.

Table 10: Tracking Control BMPs

Tracking Control: Reducing the amount of sediment that leaves the site from vehicles and construction equipment.	
Type	**Description**
Stabilized Construction Entrance / Exit	Constructing a stabilized surface where sediment can be dislodged from vehicle and equipment tires before being tracked onto off-site paved roads. Stabilized construction entrance / exits should be implemented at every construction project to prevent sediment tracking from the site. Stabilized construction entrances / exits should be 50 feet or more in length. The most common method is to place 3-6 inch rock at least 1 foot high over filter fabric. Additional rock may need to be added as sediment accumulates. Rumble plates can be added for additional sediment removal. Tracking controls are a minimum BMP requirement of the CGP. Reference: CASQA TC-1

3.4.5 Non-Stormwater Management (NS)

Non-stormwater management is any practice that limits or reduces potential pollutants at their source before they are exposed to stormwater. Non-stormwater management typically involves day-to-day operations of the construction site and is usually under the control of the contractor. Non-stormwater management is often referred to as good housekeeping practices.

Table 11: Non-Stormwater Management BMPs

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	**Description**
Vehicle and Equipment Pollution Prevention	Preventing, containing, and disposing of pollutants from cleaning, fueling, and maintaining vehicles and equipment. Vehicle and equipment pollution prevention should occur at every construction project that cleans, fuels, or maintains vehicles or equipment. All cleaning, fueling, and maintenance performed on the site should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Avoid "topping-off" of fuel tanks. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Use drip pans or a secondary containment area for fueling and maintenance. Inspect for equipment leaks daily. Prevent wash water from entering storm drain system. Reference: CASQA NS-8, NS-9, NS-10
Dewatering Operations	Managing and/or treating the discharge of accumulated stormwater or non-stormwater (groundwater or water used during construction activities) to prevent unauthorized discharge. Dewatering operations should be implemented for any discharge of accumulated stormwater or non-stormwater. Primary concern with accumulated stormwater is sediment. Common methods for reducing sediment from a discharge are sediment traps / basins, weir tanks, dewatering tanks, filter bags / socks, media / cartridge filters. Risk Level and LUP Type 2 and 3 projects must sample accumulated stormwater discharge. As an alternative, accumulated stormwater can be pumped to another area on the site for infiltration to eliminate the need to discharge. Non-stormwater discharges typically require a separate discharge permit. An example of a dewatering filter bag for stormwater dewatering discharges is provided below. Reference:

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	**Description**
	CASQA NS-2
Paving and Grinding Operations	Managing paving and grinding operations to reduce the potential for pollutant discharge. Paving and grinding operations should be implemented at every construction project that involves paving, resurfacing, of saw cutting. Avoid paving operations when rain is forecasted. Grindings, saw-cutting slurry, and waste / debris must be collected and recycled or properly disposed of; none of this should be allowed to enter the storm drain system. Do not apply seal coat, tack coat, slurry seal, or fog seal if rain is forecasted within the curing period. Reference: CASQA NS-3

3.4.6 Waste Management and Materials Pollution Control (WM)

Waste management and materials pollution control are practices that limit or reduce or prevent the contamination of stormwater by construction wastes and materials. Potential wastes include solid, sanitary, concrete, hazardous, and equipment-related. Waste management and materials pollution control is also often referred to as good housekeeping practices.

Table 12: Materials Pollution Management BMPs

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Stockpile Management	Covering or stabilizing stockpiles and providing sediment controls around the perimeter of stockpiles. Stockpile management should occur at every required stockpile within a construction project. Require stockpiles include those of soil, sand, PCC or AC rubble, cold mix asphalt, aggregate base or sub base, and treated wood. Stockpile management is effective against stormwater and wind erosion. All stockpiles can be covered with plastic or similar material. Alternatively, soil stockpiles may be protected with an erosion control (stabilization) practice. Raw materials such as cold mix treated wood should also be placed on top of plastic. Typical sediment controls placed around the perimeter of stockpiles are fiber rolls, silt fence, and sand / gravel bags. All stockpiles should be placed at least 50 feet away from downstream storm drain facilities. Reference: CASQA WM-3, SE-1, SE-5, SE-6, SE-8

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Material Delivery, Storage, and Use	Preventing and containing pollutant discharges from materials that are delivered, stored, and used on-site. Materials of concern include: petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, and other hazardous chemicals. Material delivery, storage, and use management should occur at every location of a construction project where materials of concern are delivered, stored, or used. All material delivery and storage should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Minimize the quantities of materials of concern. Store materials in an enclosed area with secondary containment. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors on proper spill prevention, control, and cleanup procedures. Avoid over-application of soil binders, pesticides, herbicides, and fertilizers. Reference: CASQA WM-1, WM-2, WM-4

Table 13: Waste Management BMPs

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Spill Prevention and Control	Preventing, controlling, and cleaning up spills to reduce pollutant discharges from construction activities. Spill prevention and control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, or other hazardous chemicals. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Do not bury or wash spills away with water. Keep absorbent spill cleanup materials available; dispose of used materials properly. Report significant spills (those that cannot be contained by personnel in the immediate vicinity) to a local agency, such as the Fire Department, for cleanup assistance. Additional agencies may need to be contacted in the event of a significant spill. Reference: CASQA WM-4
Solid Waste Management	Containing and disposing of debris and non-hazardous waste to prevent it from being discharged to the storm drain system. Solid waste management and materials pollution control should occur throughout every construction project for non-hazardous

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
	construction waste and scraps, trash from employees or subcontractors, and waste generated from demolition. Waste should be collected and contained in designated areas. Avoid using waste containers that do not have lids or are not watertight. Collect and dispose of loose trash and waste weekly. Reference: CASQA WM-5
Hazardous Waste Management	Containing and disposing of hazardous waste to prevent it from being discharged to the storm drain system. Hazardous waste management and materials pollution control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, pesticides, herbicides, fertilizers, wood preservatives, or other hazardous chemicals. Train employees and subcontractors proper hazardous waste management and materials pollution control procedures. Store hazardous wastes in an enclosed area with secondary containment. Do not allow hazardous wastes to infiltrate at the site. Avoid overfilling hazardous waste containers. Hazardous wastes should be handled as required by Title 22. For projects that require demolition, lead-, cadmium-, or chromium-based paints, asbestos, and PCBs may exist and will require special treatment. All hazardous waste storage should occur in a designated area at least 50 feet away from downstream storm drain facilities. Hazardous wastes should be disposed of by a licensed hazardous waste transporter. Reference: CASQA WM-6
Concrete Waste Management	Containing and disposing of concrete waste to prevent it from being discharged to the storm drain system. Concrete Waste Management should occur at every construction project where concrete is poured, saw cut, grinded, or demolished. Inform all employees and subcontractors that washout from concrete trucks and concrete waste should be collected in concrete washout. Concrete washouts should be watertight and prevent any concrete waste from being able to discharge to the storm drain system. Avoid allowing concrete washout to become greater than 75% full. Concrete demolition debris may be stored by following the stockpile management BMP. Reference: CASQA WM-8, WM-3

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	**Description**
Sanitary Waste Management	Containing and disposing of sanitary waste to prevent it from being discharged to the storm drain system. Sanitary Waste Management should occur at every construction project that contains portable or permanent sanitary facilities. Avoid placing portable sanitary facilities in a concentrated flow path, such as a gutter. Use secondary containment under portable sanitary facilities. Contract a licensed sanitary and septic waste hauler to maintain portable sanitary facilities. All portable sanitary facilities should be located at least 50 feet away from downstream storm drain facilities. If a spill occurs, follow federal, state, and local regulations for containment and cleanup. Reference: CASQA WM-9

3.4.7 Inspection and Maintenance Frequency Summary

	Santa Ana Region Criteria (only one need apply)			Inspection Frequency	
				Wet Season (Oct. – Apr.)	**Dry Season (May – Sep.)**
High	All sites 20 acres and larger	Sites over 1 acre tributary to Clean Water Act Section 303(d) waters listed for sediment or turbidity impairment.	Sites tributary to and within 500 feet of an Area of Special Biological Significance (ASBS).	Monthly	Conduct at a frequency to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-stormwater discharges are prevented.
Medium	All sites between 5 to 20 acres where none of the other above criteria apply.			Twice during wet season	
Low	All sites less than 5 acres where none of the other above criteria applies.			Once during wet season	

When BMPs or BMP maintenance is deemed inadequate or out of compliance, an inspection frequency of once every week will be maintained until BMPs and BMP maintenance are brought into compliance (regardless of site prioritization).

San Diego Region Criteria (only one need apply)			Inspection Frequency	
			Wet Season (Oct. – Apr.)	**Dry Season (May – Sep.)**
All sites 30 acres or more in size with rough grading or active slopes occurring during wet season.	All sites one acre or more, and tributary to a CWA section 303(d) water body segment impaired for sediment or within or directly adjacent to, or discharging directly to, the ocean or a receiving water within an ESA.	Other sites determined by the Copermittees or the Regional Board as a significant threat to water quality.	Biweekly (Once every two weeks)	As needed during the dry season. Sites that meet any of the criteria for biweekly inspections during the wet season must be inspected at least once in August or September each year.
All sites one acre or larger where none of the above criteria apply.			Monthly	
All sites less than one acre where none of the above criteria apply.			As needed to ensure compliance with ordinances and MS4 Permit.	

Reinspection frequencies must be determined by each Copermittee based upon the severity of deficiencies, the nature of the construction activity, and the characteristics of soils and receiving water quality.

4 References

Web links to permits listed in Table 1.

- National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Order number 2009-0009-DWQ. NPDES number CAS000002.

  www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

- Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated cities of Orange County within the Santa Ana Region. Order number R8-2009-0030. NPDES number CAS618030.

  www.waterboards.ca.gov/rwqcb8/water_issues/programs/stormwater/oc_permit.shtml

- Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated cities of Orange County, and The Orange County Flood Control District Within the San Diego Region. Order number R9-2009-0002 NPDES number CAS0108740.

  www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/oc_stormwater.shtml

- Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality. Order number 2003-0003-DWQ.

  www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

- General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts. Order number R8-2007-0041. NPDES number CAG918002.

  www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2007/07_041_gen_wdr_sandiego_crk_11302007.pdf

- Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay. Order number R9-2008-0002. NPDES number CAG919002.

  www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf

- General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. Order number R8-2009-0003. NPDES number CAG998001.

  www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

- General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region. Order number R9-2010-0003. NPDES number CAG679011.

  www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/r9-2010-0003.pdf

5 Glossary

ASBS – Area of Special Biological Significance. The Water Quality Control Plan for Ocean Waters of California (California Ocean Plan) designates 35 Areas of Special Biological Significance, two of which lie within the Santa Ana Regional Board jurisdiction:

- Newport Beach Marine Life Refuge (HU801.110)
- Irvine Coast Marine Life Refuge (HU801.110)

BMP – Best Management Practices (BMPs) are activities, practices, procedures, or facilities implemented to avoid, prevent, or reduce pollution of the stormwater system and receiving waters.

Common Plan of Development – Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Any of these documents could delineate the boundaries of a common plan area. However, broad planning documents, such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Construction General Permit (CGP) – A National Pollution Discharge Elimination System (NPDES) permit (No. CAS000002) issued by the State Water Resources Control Board for the discharge of stormwater associated with construction and land disturbance activities of one acre or more (Order No. 2009-0009-DWQ).

Construction Project – any site for which building or grading permits are issued and where an activity results in the disturbance of soil such as soil movement, grading, excavation, clearing, road construction, structure construction, or structure demolition; and sites where uncovered storage of materials and wastes such as dirt, sand, or fertilizer occurs; or exterior mixing of cementaceous products such as concrete, mortar, or stucco will occur.

Demolition – an activity involving the demolishing or the destruction of a structure, facilities, or associated appurtenances.

Discharge – the release spill, leak, pump, flow, escape, leaching, dumping or disposal of any liquid, semi-solid, or solid substance.

Environmentally Sensitive Area (ESA) – includes but is not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated in the Ocean Plan as Areas of Special Biological Significance (ASBS) or by the State Water Resources Control Board (Water Quality Control Plan and amendments); water bodies designated with the RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan and amendments); areas designated as preserves or equivalent under the Natural Community Conservation Planning Program; and any areas designated as Critical Aquatic Resources (CARS) or other equivalent environmentally sensitive areas which have been identified by the County or city.

Erosion – the wearing away of the ground surface as a result of the movement of wind, water, and/or ice

Erosion Control – the activity of reducing or eliminating erosion by using a combination of Best Management Practices to protect adjacent private property, watercourses, public facilities, and receiving waters from an abnormal deposition of sediment or dust.

Erosion Control Plan – A plan (including drawings, specifications, or other requirements) detailing the methods of implementing an erosion control system.

Municipal Separate Storm Sewer System (MS4) – the street gutter, channel, storm drain, catch basin, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the County-wide stormwater runoff system and owned, operated, maintained, or controlled by the County / city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

NPDES Permit – NPDES is an acronym for National Pollution Discharge Elimination System. NPDES is the national program for administering and regulating Sections 307, 318, 402 and 405 of the Clean Water Act (CWA).

Non-stormwater – any runoff or discharge not entirely composed of stormwater.

Notice of Intent (NOI) – an application submitted by the owner / operator of a project that constitutes his intent to be authorized by an NPDES permit issued for stormwater discharges associated with the construction activity indicated.

Notice of Termination – a form to discontinue coverage under an NPDES general permit for stormwater discharges associated with industrial activity and stormwater discharges associated with construction activity.

Pollutant – any liquid, solid or semi-solid substances that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state. A more detailed definition is included in the Water Quality Ordinance. Generally, pollutants can include such items as:

- Artificial materials
- Household wastes
- Metals and Non-metals
- Petroleum and related hydrocarbons
- Animal wastes
- Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor
- Waste materials, sediment, and wastewater generated by construction sites and construction activities
- Pollutants defined by the Federal Clean Water Act
- Other constituents or materials, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials.

Post-Construction BMPs – Structural and non-structural controls which detain, retain, or filter the release of pollutants to receiving waters after construction is complete and final stabilization is attained.

Qualified SWPPP Developer (QSD) – Individual who is authorized per the requirements of Order No. 2009-0009-DWQ to develop and revise SWPPP's.

Qualified SWPPP Practitioner (QSP) – Individual assigned responsibility by the owner for non-stormwater and stormwater visual observations, sampling and analysis, and responsibility to ensure full compliance with the Construction General Permit and implementation of all elements of the SWPPP, including the preparation of the annual compliance evaluation and the elimination of all unauthorized discharges.

RARE – Rare, Threatened, or Endangered Species (RARE) Uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

Receiving Water – A river, lake, ocean, stream, or other watercourse identified in the Basin Plan into which waters may be discharged.

Regional Board – Regional Water Quality Control Boards administer water quality requirements within a watershed region. There are nine Regional Boards under the SWRCB. The SWRCB is one of five branches of the California Environmental Protection Agency The San Diego Regional Board and the Santa Ana Regional Board have jurisdiction in Orange County.

Runoff – Water originating from rainfall, melted snow, and other sources (e.g., sprinkler irrigation) that flows over the land surface to receiving waters.

Run-on – Off site stormwater surface flow which enters your site.

Scour – The erosive and digging action in a watercourse caused by flowing water.

Secondary Containment – Structures, usually dikes, berms, or large containers, surrounding tanks or other storage containers, designed to catch spilled material to prevent it from being discharged.

Sediment – Solid particulate matter, both mineral and organic that comes from the weathering of rock.

Sedimentation – The process of depositing soil particles, clays, sands, or other sediments that were picked up by runoff.

Sheet Flow – Flow of water that occurs overland in areas where there are no defined channels where the water spreads out over a large area at a uniform depth.

Storm Drains – Above- and below-ground structures for transporting stormwater to streams or outfall for flood control purposes.

Stormwater – Urban runoff and snowmelt runoff consisting only of those discharges, which originate from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) – Document required by the General Construction Permit to be developed and implemented by construction sites with 1 acre or greater of soil disturbance, or less than 1 acre but part of a greater common plan of development. The SWPPP emphasizes the use of appropriately selected, correctly installed, and maintained

pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs that can effectively address source control of pollutants during changing construction activities.

State Water Resources Control Board (SWRCB) – California agency that implements and enforces water quality and NPDES permit requirements and oversees the Regional Boards.

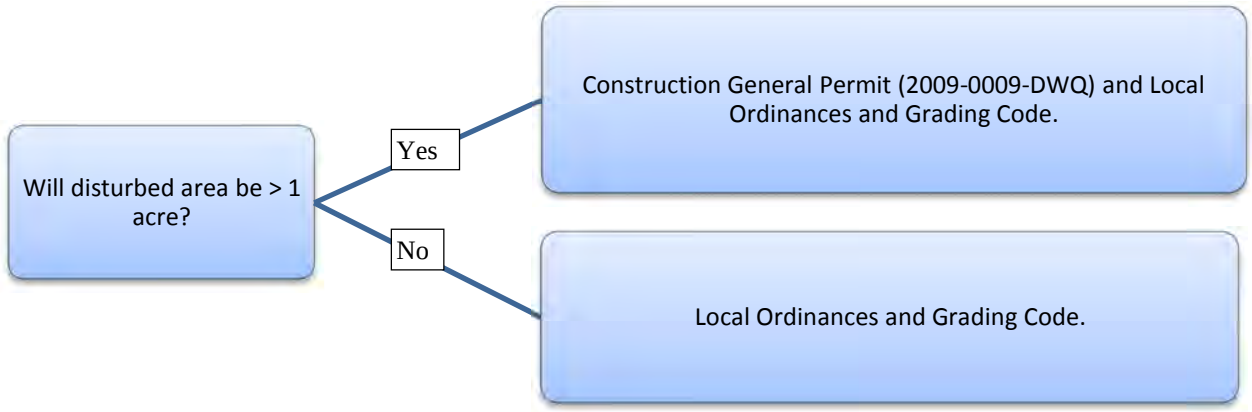
Waste Discharge Identification (WDID) Number – an identification number assigned by the State Water Resources Control Board upon receipt of a complete NOI.

Appendix A: Permit Determination Flowcharts

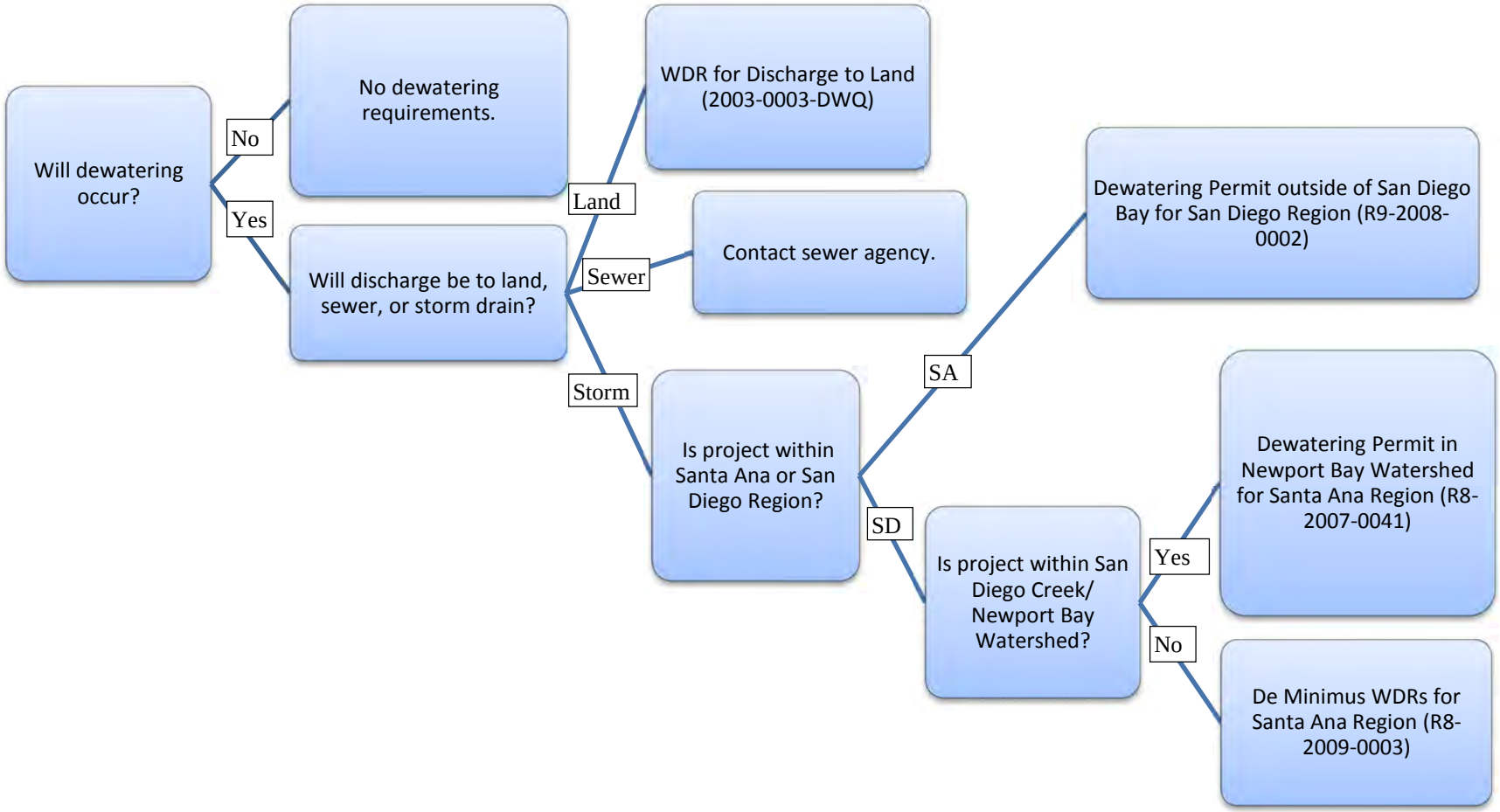
This appendix includes flowcharts for project owners or developers to quickly determine which permits are required for a particular project and a short description of each permit. For each project, follow the questions in each of the three flow charts to determine construction permitting and site management requirements. For example if a project is less than an acre, but requires dewatering, the reader should quickly understand that the CGP does not apply to them, but that they need to read more about dewatering permits.

To use this appendix, follow Steps 1-3 for each project. After following the steps, refer to Sections 2.1 and 2.2 for details on the specific permits and ordinances that may affect your project.

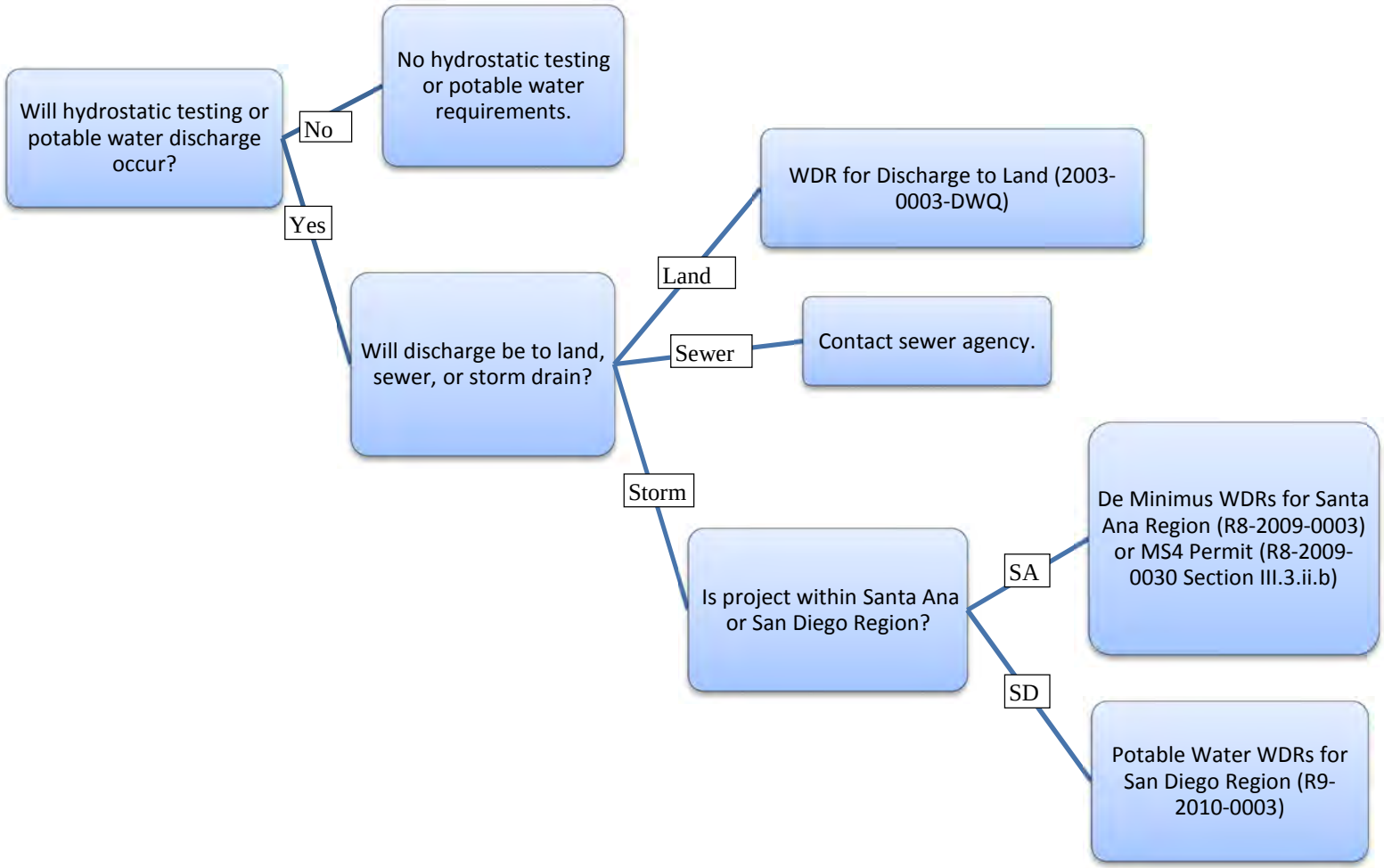
Step 1: Project Size



Step 2: Dewatering



Step 3: Hydrostatic Testing or Potable Discharge



Appendix B: Permit Descriptions

1. Construction General Permit (2009-0009-DWQ / CAS000002)

Note: This Section applies only to projects with greater than or equal to one acre of disturbed area.

In 2009, the State Water Resources Control Board (SWRCB) adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP).

The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

The following briefly summarizes the process for a construction project that is subject to the CGP:

- The project owner, Legally Responsible Person (LRP), is responsible for obtaining CGP coverage. Permit coverage is obtained by preparing and certifying the Permit Registration Documents (PRDs). PRDs must be uploaded and certified by the LRP in the SWRCB Storm Water Multi Application Report Tracking System (SMARTS, https: / / smarts.waterboards.ca.gov /).
- Each project subject to the CGP requires the services of a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). These titles are defined in the CGP, Section VII.
- Each year an Annual Report must be submitted and certified in SMARTS. The reporting period is from August 1 to June 30 and Annual Reports are due on September 1.
- After construction is completed and the site fully complies with the final stabilization requirements of the CGP, the owner must terminate permit coverage through SMARTS.

2. MS4 Permit for Santa Ana Region (R8-2009-0030 / CAS618030)

In 2009, the Santa Ana Regional Board issued its fourth term MS4 permit, Order No. R8-2009-0030. This permit regulates stormwater discharge from municipal storm drain systems. The permit is issued to the County of Orange and the cities within the Santa Ana Region boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best

Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

3. MS4 Permit for San Diego Region (R9-2009-0002 / CAS0108740)

In 2009, the San Diego Regional Board issued its fourth term NPDES permit, Order No. R9-2009-0002. This permit regulates stormwater discharge from municipal storm drain systems. The permits issued to the County of Orange and the cities within the San Diego Region Boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

4. WDRs for Discharge to Land (2003-0003-DWQ)

This permit, Order No. 2003-0003-DWQ, applies to projects that discharge to land where the discharge has a low threat to water quality. These are typically low volume discharges with minimal pollutant concentrations. The primary difference between this permit and the permits described in herein is the destination of the water. This permit regulates discharges to land, while the following two sections discuss discharges to storm drains or receiving waters. For instance, if a dewatering discharge will be piped to an infiltration basin during construction, this permit should be used.

5. De Minimus WDRs for Santa Ana Region (R8-2007-0041 / CAG918002 and R8-2009-0003 / CAG998001)

There are two permits within the Santa Ana Region that regulate dewatering discharges to a storm drain or receiving water. Order No. R8-2007-0041, NPDES No. CAG918002, regulates dewatering discharges in the San Diego Creek / Newport Bay watershed. And, Order No. R8-2009-0003, NPDES No. CAG998001, amended by R8-2012-0062, regulates dewatering discharges for the Santa Ana Region. Refer to the permit text for specific circumstances allowing projects to be covered under the region-wide permit even though it is located within the San Diego Creek / Newport Bay watershed.

Dischargers subject to the San Diego Creek / Newport Bay Permit (Order No. R8-2007-0041) formed a Working Group and funded the development of a Work Plan to develop a management plan for nitrate and selenium discharges to surface waters that result from groundwater-related inflows. If those entities that participate in the Working Group (refer to Order for enrollees list), can demonstrate that compliance with the numeric selenium effluent limitations identified in the Order is infeasible, the groundwater-related discharge is allowed provided that the Working Group implements the Work Plan in a timely manner and that the discharger fulfills its financial and participatory requirements established by the Group. For dischargers who are not participating in the Working Group and cannot comply with the numeric effluent limitations, the discharger must either not proceed with the planned discharge or must identify and participate in a program that assures that selenium discharges in excess of those allowed by the Order are offset on at least a one-to-one basis.

To obtain coverage under either of these permits, the general guidelines below should be followed:

Existing Dischargers

1. Submit an updated Notice of Intent (NOI) to continue discharging; and
2. A copy of the current Monitoring and Reporting Program along with any proposed treatment modifications.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the Nitrogen and Selenium Management Program (NSMP).

New Dischargers

At least 45 days (180 days if applying under Order No. R8-2007-0041) before the start of a new discharge, the Discharger needs to submit an application for coverage and obtain a letter of authorization from the Executive Officer for the dewatering discharge. The application needs to include:

1. A Notice of Intent (NOI) to be covered under the Order.
2. A site characterization study that identifies the presence of contaminated groundwater onsite (constituents of concern listed with the Orders), its properties, and a three-dimensional assessment of the extent of concentration of contaminants in the subsurface; which includes a description of the geologic and hydrologic factors that control the migration of the contaminants; and, if adjacent to a contaminated site, the Discharger has to evaluate the depth and flow rate of the extraction as well as the possibility of extracting the contaminated groundwater from the adjacent site.
3. A report including the following:
    a. A list of constituents and the discharge concentration of each constituent from each source (See the Order for constituent of concern); and for coverage under Order No. R8-2007-0041 only, a chemical analysis of the untreated groundwater for organic pollutants using EPA method 8260B (See the Order for specific constituent testing and reporting requirements);
    b. Estimated average and maximum daily flow rates in million gallons per day (mgd), the frequency and the expected start date and duration of the discharges;
    c. Proposed discharge location(s) and the latitude and longitude of each discharge point;
    d. A description of the proposed treatment system (if applicable);
    e. The affected receiving water and a map showing the path from the point of initial discharge to the ultimate receiving water; and
4. Any other information deemed necessary by the Regional Board Executive Officer.

It should be noted that coverage under Order No. R8-2007-0041 requires several extra steps and it is highly recommended to review those requirements within the Order. Some of those additional items are:

1. An evaluation of selenium and nitrogen concentrations and the feasibility of meeting the numeric effluent limitations specified in the Order. The conclusion of which has varying impacts on coverage as specified in the Order;
2. A fixed hardness value for sites polluted with metals needs to be submitted for approval by the Regional Executive Officer as outlined in the Order; and
3. A description of run-on, interception and diversion of runoff.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the NSMP.

6. Dewatering Permit Outside of San Diego Bay for San Diego Region (R9-2008-0002 / CAG919002)

This permit, Order No. R9-2008-0002, applies to discharges of extracted groundwater to receiving waters or storm drains within the San Diego Regional Board jurisdiction (South of El Toro Road). To qualify for this permit, a laboratory analysis of the groundwater must show that the water quality is within the limits set by the permit. The permit requires sampling and analysis of dewatering discharges, and reporting to the Regional Board on a periodic basis.

7. Potable Water Discharges in Santa Ana Region (R8-2009-0003 / CAG998001)

The permit identified in Section 2. 1 for de minimus discharges, Order No. 2009-0003, is also the permit that applies to discharges of potable water during construction. This may include discharges of hydrostatic test water for pipes or tanks.

8. Potable Water Discharges in San Diego Region (R9-2010-0003 / CAG679011)

This permit, Order No. R9-2010-0003, regulates discharges of hydrostatic test water and/or potable water to storm drains or receiving waters in the San Diego Region, to all receiving waters except for San Diego Bay and its tributaries. Activities covered may include discharge from testing, repair and maintenance of pipelines, tanks and vessels dedicated to drinking water purveyance.

Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary

Background

The County of Orange conducted a field evaluation of five erosion control BMPs to evaluate their effectiveness in the field. A full copy of the Erosion Control Best Management Practices Field Evaluation (Study) may be found on the OC Watersheds website (http: / / www.ocwatersheds.com / documents / OCErosionControl_FINALReportJan07II.pdf), and a brief summary of the Study is provided here. The Study included development of a study plan, selection of an appropriate test site with soils and slopes commonly found in Orange County, selection of erosion controls for evaluation, study implementation, monitoring and maintenance of the test plots.

BMPs Selected

Four erosion control BMPs were selected for the Study:

- UltraTack- UltraTack is a low molecular weight polyacrylamide product. UltraTack is a spray on binder or tackifier, and is nontoxic to plant and animal life. UltraTack must be applied 24 hours prior to a storm event, and must be reapplied as needed, but generally every three months at a minimum.
- EarthGuard – EarthGuard is a high molecular weight polyacrylamide product. Earth Guard is a spray on binder and is nontoxic to plant and animal life. It is effective immediately, even when applied during a rain event, and may provide erosion control for up to three months.
- EarthGuard Fiber Matrix (recycled paper mulch and wood fiber mulch) – This BMP combines Earth Guard and fiber to form a matrix that provides erosion control for a full rainy season. The binder plus fiber harden after application to form a crust that protects soil from raindrop impact. Two types of EarthGuard fiber mulch were used; one consisting of 100% recycled paper mulch, and the other wood fiber mulch.
- Landscaping Mulch – The wood mulch tested for this study was a typical landscaping mulch made of shredded wood mulch and bark. Wood mulch helps reduce soil erosion by protecting bare soil from rainfall impact, increasing infiltration and reducing runoff.

Test Plots

A total of fifteen test plots were used in the Study, three for each of the BMPs selected. Each BMP was tested on a slope of 2% (flat slope), 5% (mild slope) and 50%. Each test plot was approximately 25 feet by 100 feet, with flow in the long direction.

Test Period

Each of the test plots was observed over the course of the 2004-2005 wet season. Observations of the performance of each type of control were made before and after forecast events, as well as once per month. The condition of each test plot and the location and mechanism of any failures were documented, along with evidence of erosion and unraveling of erosion control materials.

Findings

The 2004-2005 water year was one of the wettest on record, with the Study site receiving over twice the normal amount of precipitation for the area. The relative performance of the selected erosion controls was evaluated qualitatively using the results of the visual monitoring. BMPs were considered to have "failed" when rilling or similar evidence of erosion became visually apparent. In general, the hydro mulches outperformed the binders; whereas landscape mulch performed best on all slopes. The binders and hydro mulches did not hinder growth of volunteer vegetation. Although seed mix was not added to the controls, new vegetation was observed on all test plots except for the landscape mulch.

Recommendations

The Study provides erosion control recommendations based on the findings of the Study (see **Table C-1**). These recommendations are based on appropriate slope, application rate, duration of effectiveness, application methods, inspection requirements and costs

Table C-1: Recommendations from the Erosion Control Best Management Practices Field Evaluation

EC Control	Amount Rain / Duration[1]		Appropriate Site Applications	Application Methods	Inspection Requirements	Costs
	Flat Area (< 5%)	Slope Area (> 5%)				
PAM (low weight)	1"; 1 storm	Not recommended	Temporary, single storm event; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	$1.30 – $5.50 / lb (material cost only)
PAM (high weight)	< 2"; 2+storm	1"; 2+ storm	Temporary, two storm events; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	$1.30 – $5.50 / lb (material cost only)
Wood Hydro-mulch[2]	<12"; 1 season	<12"; 1 season	Steep slopes, steeper than 3:1; high erosion potential slopes; slopes where anchored mulch is needed; disturbed areas where plants slow to develop; stockpiles; slopes adjacent to ESAs	3,000 lb / acre to 4,000 lb / acre based on the manufacturer's recommendation, 12-24 hours to dry and become effective	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season (nrs)	$6,000 per acre
Landscape Mulch[3]	< 12"; 1 season	< 12"; 1 season	Flat areas, steep slopes, cohesive soils	Distribute by hand or use pneumatic methods, 2-3- inch depth (thickness) per CASQA guidance	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the nrs	$4,000 per acre

[1] When used per manufacturer recommendations.

[2] When used with a high-weight binder. Hydro mulch consisting only of paper fiber is not recommended. Wood hydro mulch may not contain more than 25% paper fiber.

[3] Tested at about 5-inch depth (thickness).

APPENDIX G
AS-BUILTS/RECORD DRAWINGS

BREA BLVD. STREET IMPROVEMENTS
CIP PROJECT NO. 7299

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01
May 18, 2023

Notice to All Bidders:

RFI QUESTIONS

1. *Please clarify if the bids includes any new traffic loops requirements*
   Response: See item 2. Under Project Specifications

Please note the following changes/revisions have been made to the subject Bid Documents:

PROJECT SPECIFICATIONS:

1. **LOCATION:** Special Provisions Section 7 – Responsibility of the Contractor, 7-5 Permits
   REPLACE: 2nd Paragraph
   WITH:
   The Contractor will be required to obtain an Encroachment Permit from the City of Fullerton and Caltrans, District 12, if required for all work and/or traffic control required in the Fullerton or SR 90 Caltrans public right-or-way. All costs associated with obtaining the required Encroachment Permits from each entity shall be considered included in the various contract bid items of work and no additional compensation will be allowed, therefore.

2. **LOCATION:** Special Provisions Section 9 – Measurement and Payment
   REPLACE: BID ITEM No. 8 – Mill Existing AC Pavement (2" Depth)
   WITH:

   Bid Item No. 8 – Mill Existing AC Pavement (2" Depth)
   Payment for **Mill Existing Pavement (2" Deep)** shall be made at the Contract unit price bid per **Square Foot (SF)**, as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for milling, removal and disposal of asphalt concrete material and all other work necessary to complete the work. Additionally, if the milling operations require removal and replacement of signal loops, the signal loops shall be removed, replaced, and reconnected pursuant to the State Standard Specification requirements and included in the per SF cost for milling existing pavement. No additional compensation will be allowed.

PROJECT PLANS:

None

CITY OF BREA
PUBLIC WORKS DEPARTMENT

for Ryan Chapman, PE

Ryan Chapman, PE, Assistant City Engineer

Cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Public Works Director/City Engineer

Attachments: None

This is to acknowledge receipt and review of Addendum No. 1, dated May 18, 2023. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum No. 1 in the Contractor's Proposal, Page C-2.

BIDDER: R.J. NOBLE COMPANY

SECTION C

PROPOSAL

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40 Working Days**, starting from the date of the Notice to Proceed.

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

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

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

10% BID BOND

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

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

Addenda No.	*Date Received*	*Bidder's Signature*
#1	05/18/2023	x
		JACOB BREEDLOVE, SECRETARY

BREA BOULEVARD STREET IMPROVEMENTS
FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90)
CIP PROJECT NO. 7299

PROJECT BID SCHEDULE

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (Max 5%)	LS	1		$ 35,000.00
2	Remove Existing Curb	LF	39	$ 22.00	$ 858.00
3	Remove Existing Access Ramp	SF	1,555	$ 7.50	$ 11,662.50
4	Remove Existing Sidewalk	SF	3,552	$ 4.50	$ 15,984.00
5	Remove Existing Concrete Pavement	SF	108	$ 10.00	$1,080.00
6	Remove Existing Roadway Structural Section (12" Deep)	SF	4,995	$ 8.25	$ 41,208.75
7	Remove Detectable Warning Device	EA	1	$ 300.00	$ 300.00
8	Mill Existing Pavement (2" Depth)	SF	29,460	$0.60	$17,676.00
9	Edge Mill Existing Pavement (Variable Depth)	SF	23,732	$0.60	$14,239.20
10	Header Cut Existing AC Pavement (Variable Depth)	SF	15,801	$0.60	$9,480.60
11	Furnish and Place Type 2 Slurry Seal	SF	248,816	$ 0.40	$ 99,526.40
12	Construct Variable Height Curb	LF	51	$ 75.00	$ 3,825.00
13	Construct 4" PCC Sidewalk	SF	3,143	$ 11.00	$ 34,573.00
14	Construct Access Ramp including Slot Paving and Detectable Warning Device	EA	12	$ 6,000.00	$ 72,000.00
15	Furnish and Install Surface Applied Black Detectable Warning Device	EA	2	$ 1,600.00	$ 3,200.00
16	Furnish and Place AC Pavement	TON	1,142	$155.00	$177,010.00
17	Furnish and Place 8" PCC over CMB Cross Gutter Replacement Section	SF	108	$ 27.00	$ 2,916.00
18	Adjust Pull Box to Grade	EA	10	$ 800.00	$ 8,000.00
19	Adjust Valve to grade	EA	42	$ 1,200.00	$ 50,400.00
20	Adjust Manhole to Grade	EA	8	$ 1,200.00	$9,600.00
21	Adjust Manhole to Grade with New Ring & Cover	EA	3	$ 1,700.00	$ 5,100.00
22	Relocate Street Name Sign	EA	1	$ 500.00	$ 500.00
23	Pavement Striping	LS	1		$ 22,000.00

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
24	Traffic Control and Construction Phasing	LS	1		$100,000.00
25	NPDES/BMP's	LS	1		$ 5,000.00
26	Construction Surveying & Monument Preservation	LS	1		$ 17,500.00
Total: Bid in Figures:				$ 758,639.45	

Total: Bid in Words:

Seven hundred fifty eight thousand six hundred thirty nine dollars and forty five cents

1. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders_____ (Bidders Initials)**

LIST OF SUBCONTRACTORS

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

Bid Item (s) Number	***% Portion of Work***	***Name, Address and E-mail of Subcontractor***	***State License Number***	***Class***	***DIR Registration Number***
26	100%	CASE LAND SURVEYING, 614 N. ECKHOFF STREET, ORANGE, CA 92868 clsi@caselandsurveying.com	LS 5411	LS	1000001533
2-5, 7, 12-15, 17	100%	NOBEST INC. mikey@nobest.net 7600 ACACIA AVE., GARDEN GROVE, CA 92841	3596622	A	1000011529
11	100%	MISSION PAVING mike@missionpaving.com 12747 SCHABARUM AVE., IRWINDALE, CA 91706	624257	C8,C12 C27, A	1000002697
23 22	100%	BC Traffic, 13261 garden grove blvd, garden grove 92843, alexm@bctraffic.com	877686	A	1000407561

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, JACOB BREEDLOVE, am the
(Print Name)
SECRETARY of R.J. NOBLE COMPANY,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 23RD day of MAY, 20 23.

R.J. NOBLE COMPANY
Name of Bidder

X
Signature of Bidder JACOB BREEDLOVE, SECRETARY

15505 E. LINCOLN AVENUE
ORANGE, CA 92865
Address of Bidder

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On 05/23/2023 (Date) before me, J. DEIONGH, NOTARY PUBLIC (Here Insert Name and Title of the Officer),
personally appeared JACOB BREEDLOVE (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed X _____

Title JACOB BREEDLOVE, SECRETARY

Firm R.J. NOBLE COMPANY

Date 05/23/2023

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90) CIP PROJECT NO. 7299**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"**Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

R.J. NOBLE COMPANY
Contractor

X
By

JACOB BREEDLOVE, SECRETARY
Title

Date: 05/23/2023

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes ☒ No

If the answer is yes, explain the circumstances in the space provided.

N/A

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

R.J. NOBLE COMPANY

Contractor

X

By

JACOB BREEDLOVE, SECRETARY

Title

Date: 05/23/2023

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

R.J. NOBLE COMPANY
Bidder Name

15505 E. LINCOLN AVE
Business Address

ORANGE, CA 92865
City, State Zip

(714) 637-1550
Telephone Number

jacobbreedlove@rjnoblecompany.com
Email Address

782908 CLASS A & C12
State Contractor's License No. and Class

1000004235
DIR Registration Number

08/2000
Original Date Issued (State Contractor's License)

08/31/2024
Expiration Date

The work site was inspected by BRADEN PORTER of our office on 05/16, 2023.

The following are persons, firms, and corporations having a principal interest in this proposal:

R.J. NOBLE COMPANY A CALIFORNIA CORPORATION

AUSTIN M. CARVER, PRESIDENT

STEVEN L. MENDOZA, VICE PRESIDENT

JAMES N. DUCOTE, C.F.O.

KASONDRA C. GONZALEZ, VICE PRESIDENT

JACOB BREEDLOVE, SECRETARY

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

R.J. NOBLE COMPANY

Company Name

x

Signature of Bidder

JACOB BREEDLOVE, SECRETARY

Printed or Typed Signature

Subscribed and sworn to before me this 23RD day of MAY, 2023.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

NOTARY PUBLIC x

J. DEIONGH

NOTARY SEAL

Listed below are the names, address and telephone numbers for **three** public agencies for which the bidder has performed similar work within the past **three** years:

1. CITY OF PLACENTIA, 401 E. CHAPMAN AVE., PLACENTIA, CA 92870

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: MASOUD SEPAHI, 714-993-8245

$3,112,796.95	ROADWAY REHABILITATION	FEB 2022
Contract Amount	Type of Work	Date Completed

2. CITY OF IRVINE, 1 CIVIC CENTER PLAZA, IRVINE, CA 92623

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: BRAIN D. BROWN 949-724-6474

$6,021,022.00	STREET REHABILITATION & SLURRY SEAL	JAN 2022
Contract Amount	Type of Work	Date Completed

3. CITY OF HUNTINGTON BEACH, 2000 MAIN STREET, HUNTINGTON BEACH, CA 92648

Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: JOSEPH FUENTES 714-536-5431

$2,658,630.00	RESIDENTIAL OVERLAY	SEPT 2022
Contract Amount	Type of Work	Date Completed

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

   73 YEARS Years

2. Is your firm currently the debtor in a bankruptcy case?

   ☐ Yes ☒ No

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A		
Case Number	Bankruptcy Court	Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

   ☐ Yes ☒ No

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A		
Case Number	Bankruptcy Court	Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

   ☐ Yes ☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

   ☐ Yes ☒ No

6. Has your firm ever defaulted on a construction contract?

   ☐ Yes ☒ No

If "yes," explain on a separate page.

N/A

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim be providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution.

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

LESS THAN 1 %

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

R.J. NOBLE COMPANY as PRINCIPAL, and

Western Surety Company

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of $ ten percent of the amount bid . THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Project #7299 Brea Blvd. Street Improvements from W. Juniper Street to Imperial Highway

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on May 23, 2023.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of May, 2023.

R.J. NOBLE COMPANY
Principal

By: X
JACOB BREEDLOVE, SECRETARY

Western Surety Company
Surety

James Scott Salandi, Attorney-in-fact

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On 05/04/2023 (Date) before me, J. DEIONGH, NOTARY PUBLIC (Here Insert Name and Title of the Officer),
personally appeared JACOB BREEDLOVE (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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BID BOND
ACKNOWLEDGMENT OF SURETY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, ____
_____
(insert name and title of the officer)

personally appeared _____
_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____(Seal)
Signature of Notary Public

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On May 3, 2023 before me, Tina Downey, Notary Public,
(Here insert name and title of the officer)

personally appeared James Scott Salandi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

TINA DOWNEY
Notary Public - California
San Bernardino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of May, 2023

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION D

CONSTRUCTION AGREEMENT

BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90), CIP PROJECT NO. 7299

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and R.J. Noble Company a CA Corporation ("Contractor"). Contractor's CSLB license number is 782908 A &C12. Contractor's DIR registration number is 1000004235.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90), CIP PROJECT NO. 7299** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **BREA BOULEVARD STREET IMPROVEMENTS FROM W. JUNIPER STREET TO IMPERIAL HIGHWAY (SR90), CIP PROJECT NO. 7299** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **$ 758,639.45**. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the

expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. <u>CUSTOMER CARE</u>: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. <u>INCORPORATED DOCUMENTS</u>: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2015 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **40** working days from the date of the Notice to Proceed ("Completion Date").

B. Liquidated damages will be assessed in the amount of **$1,500.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

i. $2,000,000 for bodily injury or death;

ii. $2,000,000 for property damage; and

iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the

amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter."

vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

8. <u>LABOR CODE COMPLIANCE</u>:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: http://www.dir.ca.gov/OPRL/pwd/. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit $25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred

at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of $25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating

firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To Contractor:
Steven L. Mendoza – Vice President
R.J. Noble Company
15505 E. Lincoln Ave.
Orange, CA 92865

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. INCORPORATION OF MANDATORY LANGUAGE: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. NON-WAIVER OF TERMS: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

R.J. NOBLE COMPANY

x _____
□ Chairperson ☒ President □ Vice President
AUSTIN M. CARVER, PRESIDENT

x _____
☒ Secretary □ Asst. Secretary
□ Chief Finance Officer □ Asst. Treasurer
JACOB BREEDLOVE, SECRETARY

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On 06/29/2023 *Date* before me, J.DEIONGH, NOTARY PUBLIC, *Here Insert Name and Title of the Officer*

personally appeared AUSTIN M. CARVER *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California
County of ORANGE

On 06/29/2023 (*Date*) before me, J. DEIONGH, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),
personally appeared JACOB BREEDLOVE (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

Executed in Duplicate
Bond No. 30176624

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to R.J. Noble Company a California Corporation ("Principal") a contract (the "Contract") for the Work described as follows:

BREA BLVD. STREET IMPROVEMENTS FROM W. JUNIPER ST. TO IMPERIAL HWY (SR90), CIP PROJECT NO. 7299 ("Project").

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and Western Surety Company, 2 Park Plaza, Suite 400, Irvine, CA 92614

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **Seven Hundred and Fifty-Eight Thousand, Six Hundred and Thirty-Nine dollars and Forty-Five cents ($758,639.45)**, this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 29, 2023

"Principal"	"Surety"
R.J. NOBLE COMPANY	Western Surety Company
By: X Its AUSTIN M. CARVER, PRESIDENT	By: Its James Scott Salandi, Attorney-in-fact
By: X Its JACOB BREEDLOVE, SECRETARY	By: Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On 07/10/2023 *Date* before me, J.DEIONGH, NOTARY PUBLIC, *Here Insert Name and Title of the Officer*

personally appeared AUSTIN M. CARVER *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California
County of ORANGE

On 07/10/2023 *Date* before me, J. DEIONGH, NOTARY PUBLIC, *Here Insert Name and Title of the Officer*

personally appeared JACOB BREEDLOVE *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

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OPTIONAL

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On June 29, 2023 before me, Tina Downey, Notary Public,
(Here insert name and title of the officer)

personally appeared James Scott Salandi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TINA DOWNEY
Notary Public - California
San Bernarcino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Executed in Triplicate
Bond No. 30176624

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to R.J. Noble Company a California Corporation ("Principal") a contract (the "Contract") for the Work described as follows:

BREA BLVD. STREET IMPROVEMENTS FROM W. JUNIPER ST. TO IMPERIAL HWY (SR90), CIP PROJECT NO. 7299 ("Project").

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
Western Surety Company, 2 Park Plaza, Suite 400, Irvine, CA 92614
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **Seven Hundred and Fifty-Eight Thousand, Six Hundred and Thirty-Nine dollars and Forty-Five cents ($758,639.45),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 29, 2023

"Principal"	"Surety"
R.J. NOBLE COMPANY	Western Surety Company
By: X	By:
Its AUSTIN M. CARVER, PRESIDENT	Its James Scott Salandi, Attorney-in-fact
By: X	By:
Its JACOB BREEDLOVE, SECRETARY	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

On 07/10/2023 *Date* before me, J.DEIONGH, NOTARY PUBLIC, *Here Insert Name and Title of the Officer*

personally appeared AUSTIN M. CARVER *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California
County of ORANGE

On 07/10/2023 (*Date*) before me, J. DEIONGH, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),
personally appeared JACOB BREEDLOVE (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

J. DEIONGH
Notary Public - California
Orange County
Commission # 2307441
My Comm. Expires Oct 28, 2023

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WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

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☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of San Bernardino }

On June 29, 2023 before me, Tina Downey, Notary Public,
(Here insert name and title of the officer)

personally appeared James Scott Salandi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TINA DOWNEY
Notary Public - California
San Bernardino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

Tina Downey
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of June 2023

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Purchase Replacement Network Hardware, Network (Host) Servers and Storage Area Network (SAN) for the City's virtual network.

RECOMMENDATION

Authorize the City's Purchasing Agent or Designee to procure the replacement of Network Servers and Storage Area Network (SAN) in the amount of $135,812.36.

BACKGROUND/DISCUSSION

The servers and SAN make up the City's virtual environment, which houses the servers and data storage that runs the City's on-site applications. The SAN was last upgraded in 2012 and Host Servers in 2017. All are at end of support and should be replaced. The proposed replacement option for the current virtual environment uses a consolidation of servers with the SAN approach. This advancement in technology solution provides faster processing of data, which provides added networking capabilities. The City will be reducing its carbon footprint, reducing the amount of licensing required for backup, while taking advantage of better technology. The useful replacement life for this system is approximately eight years. The City utilized the National Cooperative Purchasing Alliance (NCPA) Contract #01-97 to select Intelli-Tech to provide services. This is a Sole Source due to the City's familiarity with the vendor, who has also been recommended by NCPA due to its value and lower cost. NCPA is a national government purchasing cooperative that is able to provide one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. Intelli-Tech has been a valuable resource to the City and has been more responsive than other vendors that were used in the past. In addition, Intelli-Tech has quick and direct access to the City's Hewlett Packard Enterprise Southern California representative.

COMMISSION/COMMITTEE RECOMMENDATION

Recommended for Approval at the 07/11/2023 Finance Committee Meeting.

FISCAL IMPACT/SUMMARY

Approval of this one-time cost to replace the Network Servers with the integrated SAN is $135,812.36. Funding for this upgrade was reviewed as part of the decision packages and appropriated in the Fixed Asset Replacement Fund (182) for the Fiscal Year 2023-24.

RESPECTFULLY SUBMITTED:

Prepared by:William Gallardo, City Manager
Prepared by: Randy Hornsby, IT Manager and Monica Lo, Deputy Director of Administrative Services
Concurrence: Kristin Griffith, Director of Administrative Services

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Attachments

Attachment A
Attachment B

QUOTATION

INTELLI-TECH

1652 Yeager Avenue - La Verne, CA 91750
phone (909) 394-5188 / fax (909) 394-5190
www.intelli-tech.com

DATE	QUOTATION NO.
06/28/23	CF062823A-PR

CONTACT	BILLING	ACCOUNT TEAM
Cliff Flaugher	**City of Brea** 1 Civic Center Circle Brea, CA 92821 **Attn: Accounts Payable**	**Account Manager - Pam Rumph** **909-394-5188 x1207** TeamPam@intelli-tech.com **Inside Sales - Sandy Nguyen**

RFQ #	SHIP	PURCHASE ORDER NO	TERMS
	City of Brea 1 Civic Center Circle Brea, CA 92821 **Attn: Level P2 Receiving**		NET 30
		DEPARTMENT	**FOB**
			Freight

#	Qty	Part No.	Description	List Price	Price	Extended
1	1	R9Q10A	HPE Nimble Storage dHCI with Alletra 5000 Base Configuration Tracking	$1.00	$0.25	$ 0.25
2	3	P28948-B21	HPE ProLiant DL360 Gen10 Plus 8SFF NC Configure-to-order Server	$3,255.00	$1,172.00	$ 3,516.00
	3	P28948-B21 ABA	DL360 Gen10 Plus 8SFF CTO Server	$0.00	$0.00	$ -
3	6	P36932-B21	Intel Xeon-Gold 6326 2.9GHz 16-core 185W Processor for HPE	$3,542.00	$1,775.00	$ 10,650.00
	6	P36932-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
4	48	P06033-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-3200 CAS-22-22-22 Registered Smart Memory Kit	$1,656.00	$256.00	$ 12,288.00
	48	P06033-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
5	3	P26427-B21	HPE ProLiant DL360 Gen10 Plus 8SFF SAS/SATA 12G BC Backplane Kit	$185.00	$62.00	$ 186.00
	3	P26427-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
6	3	P12965-B21	HPE NS204i-p x2 Lanes NVMe PCIe3 x8 OS Boot Device	$1,845.00	$345.00	$ 1,035.00
	3	P12965-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
7	3	P26262-B21	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 Adapter for HPE	$1,184.00	$181.00	$ 543.00
	3	P26262-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
8	3	P10115-B21	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 OCP3 Adapter for HPE	$1,231.00	$171.00	$ 513.00
	3	P10115-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
9	3	P26477-B21	HPE ProLiant DL36X Gen10 Plus High Performance Fan Kit	$547.00	$159.00	$ 477.00
	3	P26477-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
10	6	P38995-B21	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	$524.00	$95.00	$ 570.00
	6	P38995-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
11	3	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	$469.00	$222.00	$ 666.00
	3	BD505A 0D1	Factory Integrated	$0.00	$0.00	$ -
12	3	867998-B21	HPE 1U Gen10 Bezel Kit	$76.00	$20.00	$ 60.00
	3	867998-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
13	3	875519-B21	HPE Bezel Lock Kit	$89.00	$29.00	$ 87.00
	3	875519-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
14	3	P13771-B21	HPE Trusted Platform Module 2.0 Gen10 Plus Black Rivets Kit	$96.00	$15.00	$ 45.00
	3	P13771-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
15	3	P14604-B21	HPE Gen10 Plus Chassis Intrusion Detection Kit	$66.00	$20.00	$ 60.00
	3	P14604-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
16	6	P26479-B21	HPE ProLiant DL360 Gen10 Plus High Performance Heat Sink Kit	$118.00	$55.00	$ 330.00
	6	P26479-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
17	3	P26485-B21	HPE ProLiant DL300 Gen10 Plus 1U SFF Easy Install Rail Kit	$214.00	$178.00	$ 534.00
	3	P26485-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
18	3	P26489-B21	HPE ProLiant DL300 Gen10 Plus 1U CMA for Rail Kit	$117.00	$26.00	$ 78.00
	3	P26489-B21 0D1	Factory Integrated	$0.00	$0.00	$ -
19	3	R8E93A	HPE Nimble Storage dHCI with Additional Custom ESXi 7.0 FIO Software	$1.00	$0.90	$ 2.70
20	2	Q9E63A	HPE SN2010M 25GbE 18SFP28 4QSFP28 Power to Connector Airflow Half Width Switch	$12,980.00	$5,614.00	$ 11,228.00
21	4	Q6M30A	HPE 10GbE SFP+ SR Multi-mode 300m Transceiver	$545.00	$40.00	$ 160.00
22	4	845970-B21	HPE QSFP28 to SFP28 Adapter	$227.00	$91.00	$ 364.00
23	4	QK735A	HPE Premier Flex LC/LC Multi-mode OM4 2 Fiber 15m Cable	$162.00	$29.00	$ 116.00
24	16	844477-B21	HPE 25Gb SFP28 to SFP28 3m Direct Attach Copper Cable	$392.00	$55.00	$ 880.00
	1	HU4A6A5	**HPE 5Y Tech Care Essential Service**	$0.00	$0.00	$ -

25	3	HU4A6A5 ZSA	HPE Proliant DL360 Gen10+ Support	$6,495.00	$3,281.00	$ 9,843.00
26	3	HU4A6A5 R2M	HPE iLO Advanced Non Blade Support	$67.00	$35.00	$ 105.00
27	2	HU4A6A5 W0P	HPE SN2010M 25GbE Switch Support	$3,584.00	$1,875.00	$ 3,750.00
	1	HA124A1	**HPE Technical Installation Startup SVC**	$0.00	$0.00	$ -
28	1	HA124A1 5WX	HPE Nimble Storage dHCI Base Deploy SVC	$16,612.00	$11,235.00	$ 11,235.00
29	1	HB983A1	HPE Installation Comm Svrs Hourly SVC	$180.00	$150.00	$ 150.00
30	1	R7L32A	HPE Nimble Storage dHCI with Alletra 5030 Configure-to-order Base Array	$52,213.90	$15,015.00	$ 15,015.00
31	1	R3Q00A	HPE Nimble Storage 2x25GbE 2-port SFP28 FIO Adapter Kit	$8,800.00	$1,626.00	$ 1,626.00
32	1	R4U47A	HPE Alletra 5000 Adaptive Flash Array 2.88TB (3x960GB) SATA 6G FIO Cache Bundle	$33,251.00	$5,693.00	$ 5,693.00
33	1	R8F35A	HPE Alletra 5000 Adaptive Flash Array 1.44TB (3x480GB) SATA 6G FIO Cache Bundle	$17,501.00	$2,997.00	$ 2,997.00
34	2	Q8J18A	HPE Nimble Storage NEMA 5-15P to C13 125V 10Amp 1.8m US FIO Power Cord	$1.00	$0.90	$ 1.80
35	2	Q8J27A	HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord	$1.00	$0.90	$ 1.80
36	1	R4U42A	HPE Alletra 5000 42TB (21x2TB) SAS 12G FIO HDD Bundle	$40,891.00	$7,001.00	$ 7,001.00
37	1	R9X15A	HPE Alletra Tier 1 Storage Array Standard Tracking	$1.00	$0.25	$ 0.25
38	1	R8E98A	HPE Nimble Storage dHCI NOS PG for VMware ESXi 7.0 FIO Software	$1.00	$0.25	$ 0.25
39	1	S0L81AAE	**HPE Alletra 5030 Software and Support 5-year SaaS**	$47,538.00	$21,639.00	$ 21,639.00
	1	HU4A6A5	**HPE 5Y Tech Care Essential Service**	$0.00	$0.00	$ -
40	1	HU4A6A5 ZDW	HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp	$1,960.00	$1,258.00	$ 1,258.00
41	1	HU4A6A5007E	HPE Alletra 5030 CTO Base Array Supp	$6,630.00	$1,892.00	$ 1,892.00
42	1	HU4A6A5007M	HPE Alletra 5000 42TB SAS HDD Bdl Supp	$5,193.00	$1,482.00	$ 1,482.00
43	1	HU4A6A5007S	HPE Alletra 5000 1.44TB FIO CachBdl Supp	$2,222.00	$634.00	$ 634.00
44	1	HU4A6A5007T	HPE Alletra 5000 2.88TB FIO CachBdl Supp	$4,221.00	$1,205.00	$ 1,205.00
			NCPA CONTRACT #01-97			
					Sub-total	**$ 129,918.05**
					7.75% Sales Tax	**$ 5,894.31**
					Grand Total	**$ 135,812.36**

Vendor Selection Justification Request

(for Purchases more than $5000) Attach to your purchase requisition.

Date 06/28/2023 **Form#** **VSJ187**

Requestor

Requestor Name	Cliff Flaugher
Requestor Email	CLIFFF@CI.BREA.CA.US
Requestor Phone	(714) 671-4490
Requestor Department	AS-IT

Vendor

Vendor Company Name	CITY OF BREA
Vendor Contact Name	Pam Rumph
Vendor Contact Email	Pam@intelli-tech.com
Vendor Contact Phone	(909) 394-5188

Items/Services

Description	HPE Nimble Storage dHCI with Alletra
Amount	$ 135,812.36

Justification

Categories	Public Interest Exemption
Explanation	NCPA Contract #01-97
Validity Period	One-Time (for this purchase only)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: Authorize the Purchase of Playground Equipment and Shade Structures for the Arovista Park Modernization Project, CIP 7978

RECOMMENDATION

1. Approve the purchase of playground equipment from Landscape Structures for a total of $189,582.00;
2. Approve the purchase of shade structures from Landscape Structures for a total of $446,937.00; and
3. Authorize the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of ten percent of the total purchase price and authorize a vendor or manufacturer change for an approved equal.

BACKGROUND/DISCUSSION

In the fall of 2020, the Parks, Recreation and Human Services Commission adopted their Goal Setting Executive Summary highlighting several improvements needed at Arovista Park. The City Council directed staff to explore the modernization of Arovista Park at their May 4, 2021, meeting, emphasizing an all-accessible playground and other park improvements. These included upgrades to existing fields and courts, the addition of multi-generational recreational opportunities, and the desire for an all-accessible play area.

Extensive community outreach and engagement followed through the remainder of 2021, resulting in an initial concept plan for the park. At their Special Meeting on March 8, 2022, the City's Parks, Recreation and Human Services Commission established a base project with other priorities for the Arovista Park Modernization Project. The base project included the following:

- An all-accessible playground
- Skate park sound wall
- Parking lots
- Restrooms
- Golf safety netting
- Tracks trailhead lighting and design

Other priorities included baseball fields; a theater; Jubilee Grove; an active adult area; and pickleball, basketball, and volleyball courts. There was a consensus to include relocating the sound wall in the base project, and staff also recommended safety netting at the golf course, which is currently underway.

In June 2022, the City Council awarded a design services agreement to David Volz Design for

plans, specifications, and estimates (PS&E) for Arovista Park Modernization, CIP 7978.

On February 7, 2023, the City Council authorized the purchase of a prefabricated restroom/concession building, restroom/storage, and two trash enclosures. The concept plan for the all-accessible playground was also shared and approved by the City Council at the February 7, 2023, meeting. Since then, staff has received project cost estimates that were higher than anticipated and have been working on mitigating some of those costs without compromising the original priorities of the City Council, the Parks, Recreation and Human Services Commission, and the community.

At their April 18, 2023, meeting, the City Council authorized the purchase of various playground equipment from various manufacturers totaling $903,821.00, and the purchase of a prefabricated storage building from Public Restroom Company totaling $159,922.00. Cost Estimates from Landscape Structures were outstanding at the that time, but have since been provided and are now available for City Council consideration. Due to lead times for the playground equipment and shade structures, staff has recommended orders to be placed now with the different manufacturers to avoid cost increases of up to 30-50%, which could occur in a general contractor's bid. The proposed playground equipment and shade structures are detailed in the table below, in addition to the equipment and restrooms that were previously authorized:

Manufacturer/Vendor	Cost
Landscape Structures - Playground Equipment	$189,582.00
Landscape Structures - Shade Structures	$446,937.00
Sub-Total	$**636,519.00**
Previously Authorized Play Equipment and Pre-Fabricated Storage Building (April 18, 2023, City Council Meeting)	$1,063,473.00
Total	$**1,699,992.00**

Once the purchase orders are issued, the general contractor will be required to coordinate the delivery of the equipment. The table does not include installation costs reflected in specific attached quotes that the general contractor will address in their bids. The specifications will require a certified playground installer and certified playground inspector to handle and observe the equipment installation.

COMMISSION/COMMITTEE RECOMMENDATION

At their July 11, 2023, meeting the Finance Committee supported this item to move forward for City Council consideration.

FISCAL IMPACT/SUMMARY

Staff recommends purchasing the playground equipment and shade structures, as detailed above, for the Arovista Park Modernization at $636,519. Funding is available in the CIP budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jenn Colacion, Senior Management Analyst and Sean L. Matlock, Deputy Director of Community Services
Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

---

Attachments

Landscape Structures - Playground Equipment Quote

Landscape Structures - Shade Quote #1

Landscape Structures - Shade Quote #2

Landscape Structures - Shade Quote #3

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landscape structures®

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

CMAS Contract No. 4-10-78-0057A

PROPOSAL

CMAS Approved Contractor
DGS California Multiple Award Schedules
CMAS

Customer Information

CONTACT: Jennifer Calocion
PHONE 714.671.4452
FAX:

SHIP TO: **500 W Imperial Hwy, Brea, CA 92821**
Maintenance Kit/Info ?

BILL TO: **City of Brea**
1 Civic Center Circle
Brea, CA 92821

Destination
F.O.B.
FREIGHT ☑ Prepaid ☐ Collect

Net 30
TERMS (Subject To Credit Approval By LSI)
23+ Weeks
SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Arovista Park - CoolToppers				
2	CP028746	21'8" ROPE PULL FOR 120" ELEVATION DB 3 steel posts, 10 ball knots.f		$3,739	-	$ 7,480.00
2	CP032248	ARCH NET CLIMBER FOR 88' ELEVATION CHANGE DB Includes 2-arches; ball clamps; net climber.		$30,859	-	$ 61,718.00
1	CP032247	HILLSIDE DOUBLE RING TANGLE CLIMBER FOR 88" ELEVATION DB Similar to ringtangle but outside arcs 5" tube		$10,898	-	$ 10,898.00
11	CP001153	SINGLE HILL LOOP, 36"OC DB		$193	-	$ 2,123.00
1	249558A	We-Go-Round w/Kite DigiFuse Panels 2 Seats DB Only1			-	$ 39,462.00
2	158105A	Wobble Pod DB Only		1,996.00	-	$ 3,992.00
1	182504C	Welcome Sign Ages 5-12 years Direct Bury			-	$ 466.00
1	277778B	We-Go-Swing w/2 Accessible Bays DB Only1			-	$ 39,670.00
1	186490A	We-Saw DB Only		13,836.00	-	$ 13,836.00
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -

Standard Terms and Conditions for Installation Apply

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Total Weight	-	
SUBTOTAL MATERIAL		$ 179,645.00
8% CMAS Discount		-$14,372.00
INSTALLATION		Not Included

ACCEPTED BY CUSTOMER	DATE		FREIGHT	$11,500
PRINT NAME				
Allison Hepburn	6.29.23	7.75%	SALES TAX	$ 12,809.00
PROPOSED BY LSI REPRESENTATIVE	DATE			
Allison Hepburn			***TOTAL***	$ 189,582.00
PRINT NAME				

Taxable: Freight _____ Installation _____

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LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

CMAS Contract No. 4-10-78-0057A

PROPOSAL

CMAS Approved Contractor
DGS California Multiple CMAS Award Schedules

Customer Information

CONTACT: Jennifer Calocion
PHONE 714.671.4452
FAX:

SHIP TO: **500 W Imperial Hwy, Brea, CA 92821**
Maintenance Kit/Info ?

BILL TO: **City of Brea**
1 Civic Center Circle
Brea, CA 92821

Destination
F.O.B.
FREIGHT ☑ Prepaid ☐ Collect

Net 30
TERMS (Subject To Credit Approval By LSI)
23+ Weeks
SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Arovista Park - CoolToppers				
4	154883E	201"Steel Post (60" Bury) For CoolTopper Single Post Pyramid Roof		$995	-	$ 3,980.00
4	154884A	CoolToppers Single Post Pyramid Roof DB Only1		$4,306	-	$ 17,224.00
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -

Standard Terms and Conditions for Installation Apply

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Total Weight	-	
SUBTOTAL MATERIAL		$ 21,204.00
6% CMAS Discount		-$1,273.00
INSTALLATION		Not Included
FREIGHT		$2,500
7.75% SALES TAX		$ 1,545.00

ACCEPTED BY CUSTOMER DATE

PRINT NAME

Allison Hepburn 6.29.23

PROPOSED BY LSI REPRESENTATIVE DATE

Allison Hepburn

PRINT NAME

TOTAL $ 23,976.00

Taxable: Freight _____ Installation _____

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LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

CMAS Contract No. 4-10-78-0057A

PROPOSAL

CMAS Approved Contractor
DGS California Multiple Award Schedules
CMAS

Customer Information

CONTACT: Jennifer Calocion
PHONE 714.671.4452
FAX:

SHIP TO: **500 W Imperial Hwy, Brea, CA 92821**
Maintenance Kit/Info ?

BILL TO: **City of Brea**
1 Civic Center Circle
Brea, CA 92821

Destination
F.O.B.
FREIGHT ☑ Prepaid ☐ Collect

Net 30
TERMS (Subject To Credit Approval By LSI)
Estimated 20+ Weeks
SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Arovista Park - Flower Shades				
7	CP030674	SKYWAYS FABRIC FLOWER STRUCTURE SkyWays® 20' Diameter Flower, With Curved Post – 1 Column + 8 HDPE Tops with 14' Entry		$35,548	-	$ 248,836.00
					-	$ -
					-	$ -
					-	$ -

landscape structures®

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

CMAS Contract No. 4-10-78-0057A

PROPOSAL

CMAS Approved Contractor
DGS California Multiple Award Schedules
CMAS

Customer Information

CONTACT: Jennifer Calocion
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FAX:

SHIP TO: **500 W Imperial Hwy, Brea, CA 92821**
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Brea, CA 92821

Destination
F.O.B.
FREIGHT ☑ Prepaid ☐ Collect

Net 30
TERMS (Subject To Credit Approval By LSI)
23+ Weeks
SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Arovista Park - Shade Sails				
1	CP033710	SKYWAYS HYPAR SAIL 4 Columns + 1 HDPE Top / 10' - 16' Entry Approx. 702 Sq. Ft.			-	$ 37,499.00
1	CP033711	SKYWAYS JOINED SAILS MIX 7 Columns + 3 HDPE Tops / 10' - 16' Entry Approx. 1869 Sq.Ft. / t *Including Electronically Sealed Engineeering for project			-	$ 76,784.00
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
		Standard Terms and Conditions for Installation Apply				

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Total Weight	-	
SUBTOTAL MATERIAL		$ 114,283.00
8% CMAS Discount		-$9,143.00
INSTALLATION		Not Included
FREIGHT		$9,000
7.75% SALES TAX		$8,149
TOTAL		$ 122,289.00

ACCEPTED BY CUSTOMER DATE
PRINT NAME
Allison Hepburn 6.29.23
PROPOSED BY LSI REPRESENTATIVE DATE
Allison Hepburn
PRINT NAME

Taxable: Freight _____ Installation _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: June 16, 23, and 30 City Disbursement Registers

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Revenue Manager
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Outgoing Payment Log
06-16-2023 City Disbursement Register
06-23-2023 City Disbursement Register
06-30-2023 City Disbursement Register
07-07-2023 City Disbursement Register

City of Brea
Outgoing Payment Log
May 2023

Effective Date	Vendor	Description			Amount
General Account Electronic payments					
5/2/2023	BankCard	Golf credit card processing fees			6,817.72
5/2/2023	Elavon	Golf credit card processing fees			3,331.37
5/3/2023	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees			3,514.98
5/3/2023	Paypal	Paypal processing fees			108.45
5/5/2023	ADP	ILJAOC Payroll service fee			140.12
5/5/2023	Brea Payroll	Brea staff payroll			954,822.83
5/5/2023	Brea Payroll	Employee deductions			86,719.18
5/5/2023	EDD	Payroll State taxes			57,623.05
5/5/2023	CA SDU	Child support payments			826.15
5/5/2023	IRS	Payroll Federal taxes			188,637.01
5/8/2023	CALPERS	Medical payment			365,238.02
5/9/2023	CALPERS	Member retirement			229,542.45
5/18/2023	CA Dept of Tax	Sales tax			538.10
5/19/2023	Paymentus	Monthly service fee			6,465.80
5/19/2023	Brea Payroll	Brea staff payroll			1,030,865.00
5/19/2023	Brea Payroll	Employee deductions			89,777.38
5/19/2023	EDD	Payroll State taxes			63,185.89
5/19/2023	CA SDU	Child support payments			826.15
5/19/2023	IRS	Payroll Federal taxes			212,676.25
5/22/2023	Telecheck	Telecheck processing fees			166.98
5/22/2023	ICMA	Retiree medical benefit			40,944.30
5/22/2023	Citizens Business Bank	Monthly banking service fee			2,390.64
5/23/2023	CALPERS	Member retirement			244,249.53
5/24/2023	CALPERS	Medical payment			2,250.00
5/30/2023	ILJAOC Payroll	ILJAOC staff salary & payroll taxes			13,119.23
			Subtotal	$	3,604,776.58
Imprest Accounts					
	Various	Workers Compensation Claims			78,164.85
	Various	General Liability Claims			2,051.90
			Subtotal	$	80,216.75
			Total	**$**	**3,684,993.33**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192941	AVT TECHNOLOGY SOLUTIONS, LLC	06/16/2023	32056	951000000	ILJAOC HWMNT0422-1021	$1,063.92
		AVT TECHNOLOGY SOLUTIONS, LLC			**Total Check Amount:**	**$1,063.92**
192942	ZOE BAUTISTA	06/16/2023	32358	110	MICA23 ARTWORK SALES	$210.00
		ZOE BAUTISTA			**Total Check Amount:**	**$210.00**
192943	BC TRAFFIC SPECIALIST	06/16/2023	17405	110515121	BCC VANGUARD ADA RPR	$4,290.00
		BC TRAFFIC SPECIALIST			**Total Check Amount:**	**$4,290.00**
192944	AGNIESZKA BORZUCHOWSKI	06/16/2023	31169	110	SS23 FINAL PAYMENT	$241.84
		AGNIESZKA BORZUCHOWSKI			**Total Check Amount:**	**$241.84**
192945	BREA EXPRESS CAR WASH	06/16/2023	32008	480515161	CARWASH MAY 2023	$264.00
		BREA EXPRESS CAR WASH			**Total Check Amount:**	**$264.00**
192946	ELAINE BROMKA	06/16/2023	32184	110404542	TFT23 TRAVEL REIMB	$416.44
		ELAINE BROMKA			**Total Check Amount:**	**$416.44**
192947	PAULA CARRIGAN	06/16/2023	32242	420	UB/WATER ACCT REFUND	$83.58
		PAULA CARRIGAN			**Total Check Amount:**	**$83.58**
192948	WAN-CHIN CHANG	06/16/2023	31176	110	SS23 FINAL PAYMENT	$241.84
		WAN-CHIN CHANG			**Total Check Amount:**	**$241.84**
192949	CLA-VAL CO.	06/16/2023	15266	420515131	CLA VALVE MNT	$2,629.34
		CLA-VAL CO.			**Total Check Amount:**	**$2,629.34**
192950	THE COUNSELING TEAM INTERNATIONAL	06/16/2023	13933	110222221	EMPL SUPP SVCS MAY23	$330.00
		THE COUNSELING TEAM INTERNATIONAL			**Total Check Amount:**	**$330.00**
192951	COUNTY OF ORANGE	06/16/2023	4799	110212122	PRKNG CITATIONS MAY23	$3,226.50
		COUNTY OF ORANGE			**Total Check Amount:**	**$3,226.50**
192952	CPAC INC.	06/16/2023	30943	951000000	ILJAOC 2324 VEEAM MNT	$2,344.00
		CPAC INC.			**Total Check Amount:**	**$2,344.00**
192953	CREATIVE BRAIN LEARNING	06/16/2023	31799	110404145	ROBLOX STUDIO LAB	$40.00
		CREATIVE BRAIN LEARNING			**Total Check Amount:**	**$40.00**
192954	CSUF-CAL STATE UNIVERSITY FULLERTON	06/16/2023	22792	110141481	LIVESCAN APR 2023	$528.00
		CSUF-CAL STATE UNIVERSITY FULLERTON			**Total Check Amount:**	**$528.00**
192955	DENALYN DAVID	06/16/2023	31642	110404215	YOGA	$112.00
		DENALYN DAVID			**Total Check Amount:**	**$112.00**
192956	BONITA JOHNSTON DEAMICIS	06/16/2023	32357	110404541	MICA23 HON MENTION	$50.00
		BONITA JOHNSTON DEAMICIS			**Total Check Amount:**	**$50.00**
192957	DEPARTMENT OF TRANSPORTATION	06/16/2023	13722	110515121	SGNL/LGHTNG JAN-MAR23	$15,441.55
		DEPARTMENT OF TRANSPORTATION			**Total Check Amount:**	**$15,441.55**
192958	DOWNTOWN FORD SALES	06/16/2023	18138	480515161	2023 FORD TRANSIT VAN 10-	$45,519.20
		06/16/2023	18138	480515161	DISCOUNT - 20 DAYS	($500.00)
		DOWNTOWN FORD SALES			**Total Check Amount:**	**$45,019.20**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192959	SOUTHERN CALIFORNIA EDISON	06/16/2023	3343	343515112	ELECTRIC MAY 2023	$197.07
		06/16/2023	3343	346515112	ELECTRIC MAY 2023	$284.76
		06/16/2023	3343	430515123	ELECTRIC MAY 2023	$22.43
		06/16/2023	3343	490515151	ELECTRIC MAY 2023	$1,693.16
		06/16/2023	3343	110515143	ELECTRIC MAY 2023	$31.12
		06/16/2023	3343	341515112	ELECTRIC MAY 2023	$118.83
		06/16/2023	3343	345515112	ELECTRIC MAY 2023	$58.69
		06/16/2023	3343	110515121	ELECTRIC MAY 2023	$6,011.21
		SOUTHERN CALIFORNIA EDISON			**Total Check Amount:**	**$8,417.27**
192960	ENTERPRISE SECURITY, INC.	06/16/2023	18042	110404523	ACCESS:CC NEW OFFICES	$5,397.93
		ENTERPRISE SECURITY, INC.			**Total Check Amount:**	**$5,397.93**
192961	ERIC W. GRUVER PHD	06/16/2023	7856	110141481	PRE-EMPL EVALUATION	$425.00
		ERIC W. GRUVER PHD			**Total Check Amount:**	**$425.00**
192962	FOTRONIC CORPORATION	06/16/2023	32301	475141471	NETWORK ANALYZER	$14,470.83
		FOTRONIC CORPORATION			**Total Check Amount:**	**$14,470.83**
192963	FRONTIER COMMUNICATIONS	06/16/2023	26183	420515131	5622821220 5/28-6/27	$177.49
		FRONTIER COMMUNICATIONS			**Total Check Amount:**	**$177.49**
192964	FRANCIS GERARD BUSA GACAD	06/16/2023	31521	110404541	MICA23 PHOTOGRAPHY	$300.00
		FRANCIS GERARD BUSA GACAD			**Total Check Amount:**	**$300.00**
192965	GRAYBAR ELECTRIC COMPANY, INC	06/16/2023	4077	360515145	WILDCATTRSPARK LIGHTS	$10,009.98
		GRAYBAR ELECTRIC COMPANY, INC			**Total Check Amount:**	**$10,009.98**
192966	CYNTHIA HAEBE	06/16/2023	31769	110212111	CRIME ANALYSS FEB/MAR	$3,918.75
		CYNTHIA HAEBE			**Total Check Amount:**	**$3,918.75**
192967	HF&H CONSULTANTS, LLC	06/16/2023	27542	440515122	SB1383 SVCS APR 2023	$3,767.50
		HF&H CONSULTANTS, LLC			**Total Check Amount:**	**$3,767.50**
192968	CHRIS HORNUNG	06/16/2023	31175	110	SS23 FINAL PAYMENT	$241.84
		CHRIS HORNUNG			**Total Check Amount:**	**$241.84**
192969	HYDROPRO SOLUTIONS	06/16/2023	31845	420515131	WATER METERS+ENCODERS	$27,273.01
		HYDROPRO SOLUTIONS			**Total Check Amount:**	**$27,273.01**
192970	INTIME SOLUTIONS INC.	06/16/2023	20876	950000000	ILJAOC ISE TEXT MAY23	$4,001.92
		INTIME SOLUTIONS INC.			**Total Check Amount:**	**$4,001.92**
192971	CHAD JACKSON	06/16/2023	31180	110	SS23 FINAL PAYMENT	$241.84
		CHAD JACKSON			**Total Check Amount:**	**$241.84**
192972	SUZANNE LA ROQUE	06/16/2023	31179	110	SS23 FINAL PAYMENT	$120.92
		SUZANNE LA ROQUE			**Total Check Amount:**	**$120.92**
192973	LAKEMAN CHASSIS	06/16/2023	12885	480515161	CONE HOLDERS	$251.18
		06/16/2023	12885	480515161	ARROWBOARD INST #2229	$1,542.98
		LAKEMAN CHASSIS			**Total Check Amount:**	**$1,794.16**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192974	LANGUAGE LINE SERVICES	06/16/2023	19704	110212133	OTP INTERPRETATION	$85.54
			LANGUAGE LINE SERVICES		**Total Check Amount:**	**$85.54**
192975	LU'S LIGHTHOUSE, INC.	06/16/2023	28330	480515161	BRACKETS	$74.59
			LU'S LIGHTHOUSE, INC.		**Total Check Amount:**	**$74.59**
192976	NATIONWIDE	06/16/2023	20975	110	4436 PET INS MAY 2023	$1,281.14
			NATIONWIDE		**Total Check Amount:**	**$1,281.14**
192977	NEWGEN STRATEGIES & SOLUTIONS, LLC	06/16/2023	31442	440515122	S/WASTE STUDY 4/15	$430.00
		06/16/2023	31442	440515122	S/WASTE STUDY 5/15	$2,755.00
			NEWGEN STRATEGIES & SOLUTIONS, LLC		**Total Check Amount:**	**$3,185.00**
192978	ORCHESTRA COLLECTIVE OF ORANGE CTY	06/16/2023	27575	110	SS23 FINAL PAYMENT	$134.36
			ORCHESTRA COLLECTIVE OF ORANGE CTY		**Total Check Amount:**	**$134.36**
192979	PATRICK'S MUSIC SCHOOL	06/16/2023	31858	110404145	PIANO LESSONS	$59.40
			PATRICK'S MUSIC SCHOOL		**Total Check Amount:**	**$59.40**
192980	POWER PLUS	06/16/2023	19076	510707960	POWER EQPT RENTAL	$161.00
			POWER PLUS		**Total Check Amount:**	**$161.00**
192981	PREMIUM RV INC.	06/16/2023	11981	480515161	LENS	$25.92
		06/16/2023	11981	480515161	PLUG KIT	$81.17
			PREMIUM RV INC.		**Total Check Amount:**	**$107.09**
192982	PTS MARKETING GROUP	06/16/2023	31560	110404311	SUMMER ARTS FANS	$2,473.94
			PTS MARKETING GROUP		**Total Check Amount:**	**$2,473.94**
192983	PUENTE HILLS FORD	06/16/2023	25742	480515161	BRAKE PARTS	$321.89
		06/16/2023	25742	480515161	PURGE VALVE	$206.65
		06/16/2023	25742	480515161	BUSHINGS	$71.08
		06/16/2023	25742	480515161	TAIL LAMP	$213.90
		06/16/2023	25742	480515161	AIR BAG REPAIR	$604.55
		06/16/2023	25742	480515161	DRAIN PLUG	$29.35
		06/16/2023	25742	480515161	MIRROR	$88.22
			PUENTE HILLS FORD		**Total Check Amount:**	**$1,535.64**
192984	ROBERTSON'S	06/16/2023	3464	110515121	SLURRY-CLFWD SINKHOLE	$1,583.93
			ROBERTSON'S		**Total Check Amount:**	**$1,583.93**
192985	SCELZI EQUIPMENT INC.	06/16/2023	32355	480515161	ROLLER-DRAWER MODULE	$4,581.78
			SCELZI EQUIPMENT INC.		**Total Check Amount:**	**$4,581.78**
192986	SOUTHERN CALIFORNIA PERMANENTE	06/16/2023	30681	110141481	HR MED SVCS APR 2023	$119.00
			SOUTHERN CALIFORNIA PERMANENTE		**Total Check Amount:**	**$119.00**
192987	SPARKLETTS	06/16/2023	3001	110111161	CCC FOUNTN WTR APR23	$14.38
			SPARKLETTS		**Total Check Amount:**	**$14.38**
192988	SPARKLETTS	06/16/2023	3001	110141441	WTRDISP+BOTTLES APR23	$573.54
			SPARKLETTS		**Total Check Amount:**	**$573.54**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192989	ST. JUDE MEDICAL CENTER	06/16/2023	3503	174222222	MED SUPPLIES JAN-MAR	$2,737.06
			ST. JUDE MEDICAL CENTER		**Total Check Amount:**	**$2,737.06**
192990	T-MOBILE	06/16/2023	24748	110212121	GPS LOCATE 5835 MAY23	$100.00
			T-MOBILE		**Total Check Amount:**	**$100.00**
192991	T-MOBILE	06/16/2023	24748	110212121	GPS LOC 5835 APR/MAY	$440.00
			T-MOBILE		**Total Check Amount:**	**$440.00**
192992	T-MOBILE	06/16/2023	24748	110212121	GPS LOC 2708 APR/MAY	$440.00
			T-MOBILE		**Total Check Amount:**	**$440.00**
192993	TS GOVERNMENT SOLUTIONS, LLC	06/16/2023	28596	110404215	STAIRMASTER	$238.50
			TS GOVERNMENT SOLUTIONS, LLC		**Total Check Amount:**	**$238.50**
192994	VERIZON CONNECT NWF, INC.	06/16/2023	25293	480515161	PW GPS SVC MAY 2023	$924.85
			VERIZON CONNECT NWF, INC.		**Total Check Amount:**	**$924.85**
192995	ANGELA WELLS	06/16/2023	32354	110	SS23 FINAL PAYMENT	$120.92
			ANGELA WELLS		**Total Check Amount:**	**$120.92**
192996	DR. ROBERT L. WILKINSON	06/16/2023	19024	110141481	HR MED SVCS MAY 2023	$105.00
			DR. ROBERT L. WILKINSON		**Total Check Amount:**	**$105.00**
192997	YOUNGBLOOD & ASSOCIATES	06/16/2023	24905	110141481	POLYGRAPH MAY 2023	$4,900.00
			YOUNGBLOOD & ASSOCIATES		**Total Check Amount:**	**$4,900.00**
					Check Subtotal	**$183,067.31**
V51869	ABBA TERMITE & PEST CONTROL	06/16/2023	15614	110515148	BEE SWARM REMOVAL	$245.00
		06/16/2023	15614	110515125	BEE SWARM REMOVAL	$245.00
			ABBA TERMITE & PEST CONTROL		**Total Check Amount:**	**$490.00**
V51870	ACADEMY 831, LLC	06/16/2023	28694	110404145	INTRO TO BALLET	$65.00
			ACADEMY 831, LLC		**Total Check Amount:**	**$65.00**
V51871	ADAMSON POLICE PRODUCTS	06/16/2023	4023	110212131	SAFETY VESTS	$4,187.41
			ADAMSON POLICE PRODUCTS		**Total Check Amount:**	**$4,187.41**
V51872	THE ADVANTAGE GROUP	06/16/2023	24539	110141481	FLEX ADM/PROC APR23	$428.00
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$428.00**
V51873	AFLAC-ACCOUNT #EZA73	06/16/2023	22923	110	ACC/CANCER INS MAY23	$1,120.66
			AFLAC-ACCOUNT #EZA73		**Total Check Amount:**	**$1,120.66**
V51874	ANNA CHAVEZ AGUSTIN	06/16/2023	31862	110404215	ZUMBA/WELLNESS EXPO	$364.00
			ANNA CHAVEZ AGUSTIN		**Total Check Amount:**	**$364.00**
V51875	ALL CITY MANAGEMENT SERVICES INC	06/16/2023	6604	110212132	CRSNG GRDS 4/16-4/29	$3,221.25
		06/16/2023	6604	110212132	CRSNG GRDS 5/14-5/27	$3,221.25
			ALL CITY MANAGEMENT SERVICES INC		**Total Check Amount:**	**$6,442.50**
V51876	JUDY ALLEN	06/16/2023	20447	110404215	PERSONAL TRAINER	$180.60
		06/16/2023	20447	110404215	BP/PILTS/SS/WLNS EXPO	$476.00
			JUDY ALLEN		**Total Check Amount:**	**$656.60**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51877	ALLSTAR FIRE EQUIPMENT	06/16/2023	8353	110222221	WILDLAND GEAR	$2,412.73
		ALLSTAR FIRE EQUIPMENT			**Total Check Amount:**	**$2,412.73**
V51878	ALTA LANGUAGE SERVICES, INC	06/16/2023	25953	110141481	BILINGUAL TEST 5/23	$55.00
		ALTA LANGUAGE SERVICES, INC			**Total Check Amount:**	**$55.00**
V51879	AVCOGAS PROPANE SALES & SERVICES	06/16/2023	22047	480515161	PROPANE FUEL 227.4	$5,466.81
		06/16/2023	22047	480515161	REVERSE 318597-IN	($4,925.14)
		AVCOGAS PROPANE SALES & SERVICES			**Total Check Amount:**	**$541.67**
V51880	AZTECA SYSTEMS, LLC	06/16/2023	24556	110515111	CITYWORKS JUL22-MAY23	$9,625.00
		06/16/2023	24556	110515111	CITYWORKS MAY23-MAY24	$11,000.00
		AZTECA SYSTEMS, LLC			**Total Check Amount:**	**$20,625.00**
V51881	BAB STEERING HYDRAULICS INC.	06/16/2023	18365	480515161	CYLINDER REAPAIR	$1,652.60
		BAB STEERING HYDRAULICS INC.			**Total Check Amount:**	**$1,652.60**
V51882	CORRINE BARRIOS GAMINO	06/16/2023	28084	110404215	YOGA	$150.00
		CORRINE BARRIOS GAMINO			**Total Check Amount:**	**$150.00**
V51883	BREA TOWING	06/16/2023	16399	110212121	TOWING (INV) APR 2023	$408.00
		06/16/2023	16399	110212121	TOWING (INV) MAY 2023	$1,161.60
		06/16/2023	16399	110212132	TOWING (TFC) MAY 2023	$1,264.80
		06/16/2023	16399	110212132	TOWING (TFC) APR 2023	$2,419.20
		BREA TOWING			**Total Check Amount:**	**$5,253.60**
V51884	KATHY A BREAUX	06/16/2023	5320	110404145	PENCILS+PASTELS	$244.00
		KATHY A BREAUX			**Total Check Amount:**	**$244.00**
V51885	CALIFORNIA DOMESTIC WATER CO	06/16/2023	3388	420515131	WTR CONSUMPTION MAY23	$287,951.84
		CALIFORNIA DOMESTIC WATER CO			**Total Check Amount:**	**$287,951.84**
V51886	CALIFORNIA FORENSIC PHLEBOTOMY INC.	06/16/2023	4488	110212131	PHLEBOTOMY MAY 2023	$945.76
		CALIFORNIA FORENSIC PHLEBOTOMY INC.			**Total Check Amount:**	**$945.76**
V51887	RYAN HENRY CARDENAS	06/16/2023	30157	110212111	SWAT TRAINING	$388.00
		RYAN HENRY CARDENAS			**Total Check Amount:**	**$388.00**
V51888	CHANDLER ASSET MANAGEMENT, INC.	06/16/2023	4375	875141424	INV MGMT SVCS MAY23	$44.55
		06/16/2023	4375	930141424	INV MGMT SVCS MAY23	$6,328.21
		CHANDLER ASSET MANAGEMENT, INC.			**Total Check Amount:**	**$6,372.76**
V51889	BRANDON CHUNG	06/16/2023	18773	460141474	MILEAGE APR 2023	$172.92
		BRANDON CHUNG			**Total Check Amount:**	**$172.92**
V51890	CLINICAL LABORATORY OF	06/16/2023	3390	420515131	WATER SAMPLING APR23	$1,865.30
		CLINICAL LABORATORY OF			**Total Check Amount:**	**$1,865.30**
V51891	COLONIAL LIFE PROCESSING CENTER	06/16/2023	26071	110	HOSPITAL INS MAY23	$764.42
		06/16/2023	26071	110	ACCIDENT INS MAY23	$3,959.08
		06/16/2023	26071	110	CANCER INS MAY23	$3,460.90
		06/16/2023	26071	110	CRIT ILLNSS INS MAY23	$1,598.24

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51891	COLONIAL LIFE PROCESSING CENTER	06/16/2023	26071	110	S/T DISAB INS MAY23	$6,869.06
		COLONIAL LIFE PROCESSING CENTER			**Total Check Amount:**	**$16,651.70**
V51892	THE CONNECTION CORPORATION	06/16/2023	31669	110404523	COUNSELING SVCS MAY23	$4,410.00
		THE CONNECTION CORPORATION			**Total Check Amount:**	**$4,410.00**
V51893	CORE & MAIN LP	06/16/2023	27049	420515131	METER GASKETS	$292.43
		CORE & MAIN LP			**Total Check Amount:**	**$292.43**
V51894	DELTA DENTAL INSURANCE COMPANY	06/16/2023	26074	110	0579395 DNTLHMO JUN23	$2,094.96
		DELTA DENTAL INSURANCE COMPANY			**Total Check Amount:**	**$2,094.96**
V51895	ANSELMO RYAN ANGULO	06/16/2023	32314	110141481	POLYGRAPH MAY 2023	$875.00
		ANSELMO RYAN ANGULO			**Total Check Amount:**	**$875.00**
V51896	DOOLEY ENTERPRISES INC	06/16/2023	5421	110212131	RANGE AMMUNITION	$10,003.51
		DOOLEY ENTERPRISES INC			**Total Check Amount:**	**$10,003.51**
V51897	MYRA DUVALL	06/16/2023	18083	110404215	YOGA	$532.00
		MYRA DUVALL			**Total Check Amount:**	**$532.00**
V51898	EQUIPMENT DIRECT INC	06/16/2023	4522	480515161	GLOVES	$87.73
		06/16/2023	4522	110515121	ROUND UP SPRAY GEAR	$516.72
		EQUIPMENT DIRECT INC			**Total Check Amount:**	**$604.45**
V51899	EWING IRRIGATION PRODUCTS, INC.	06/16/2023	5807	110515141	IRRIGATION SUPPLIES	$247.97
		EWING IRRIGATION PRODUCTS, INC.			**Total Check Amount:**	**$247.97**
V51900	FIDELITY SECURITY LIFE INSURANCE	06/16/2023	23035	110	9827288 VISION JUN23	$2,857.03
		FIDELITY SECURITY LIFE INSURANCE			**Total Check Amount:**	**$2,857.03**
V51901	FIREMASTER	06/16/2023	2398	490515151	SC KITCHEN HOOD INSP	$260.61
		FIREMASTER			**Total Check Amount:**	**$260.61**
V51902	FIX AUTO LA HABRA	06/16/2023	28720	110222211	PAINT JOB 1490345	$2,000.00
		06/16/2023	28720	480515161	PAINT JOB 1490296	$4,022.94
		06/16/2023	28720	480515161	PAINT JOB 1490345	$4,092.48
		06/16/2023	28720	110222211	PAINT JOB 1490296	$2,000.00
		FIX AUTO LA HABRA			**Total Check Amount:**	**$12,115.42**
V51903	FUN WITH HORSES	06/16/2023	15171	110404145	HORSE FUN	$900.00
		FUN WITH HORSES			**Total Check Amount:**	**$900.00**
V51904	DESTINY ANGEL GARCIA	06/16/2023	32045	110212111	TRAINING MILEAGE	$58.30
		DESTINY ANGEL GARCIA			**Total Check Amount:**	**$58.30**
V51905	MELISSA GIFFORD	06/16/2023	10645	110404215	BODY PUMP/TRX	$286.60
		MELISSA GIFFORD			**Total Check Amount:**	**$286.60**
V51906	MARY M. GRAHAM	06/16/2023	31478	110404215	YOGA	$56.00
		MARY M. GRAHAM			**Total Check Amount:**	**$56.00**
V51907	GRAINGER	06/16/2023	13634	110222211	BATTERIES	$139.13
		GRAINGER			**Total Check Amount:**	**$139.13**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51908	GABRIEL HANNAH	06/16/2023	17533	110404424	UMPIRE FEES 6/6/2023	$204.00
			GABRIEL HANNAH		**Total Check Amount:**	**$204.00**
V51909	MONA HERNANDEZ	06/16/2023	23114	110404215	MASSAGE THERAPY	$823.10
			MONA HERNANDEZ		**Total Check Amount:**	**$823.10**
V51910	JENNA M HERRERA	06/16/2023	10886	110212133	TRAINING MILEAGE	$39.96
			JENNA M HERRERA		**Total Check Amount:**	**$39.96**
V51911	HOLLY ELECTRIC INC.	06/16/2023	27530	346515112	ELECTRICAL WORK	$1,116.24
			HOLLY ELECTRIC INC.		**Total Check Amount:**	**$1,116.24**
V51912	INLAND ROUNDBALL OFFICIALS INC.	06/16/2023	31906	110404424	REFEREE FEE 6/1-6/6	$1,420.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,420.00**
V51913	INTERWEST CONSULTING GROUP, INC.	06/16/2023	28473	110000000	INSP SVCS JUL 2022	($6,772.50)
		06/16/2023	28473	110000000	INSP SVCS NOV 2022	($3,690.00)
		06/16/2023	28473	110515171	INSP SVCS NOV 2022	$105.00
		06/16/2023	28473	110515171	INSP SVCS OCT 2022	$157.50
		06/16/2023	28473	84051517I	INSP SVCS JUL 2022	$22,575.00
		06/16/2023	28473	84051517I	INSP SVCS NOV 2022	$12,300.00
		06/16/2023	28473	110000000	INSP SVCS AUG 2022	($7,875.00)
		06/16/2023	28473	110000000	INSP SVCS OCT 2022	($4,455.00)
		06/16/2023	28473	110515171	INSP SVCS AUG 2022	$525.00
		06/16/2023	28473	84051517I	INSP SVCS AUG 2022	$26,250.00
		06/16/2023	28473	84051517I	INSP SVCS OCT 2022	$14,850.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$53,970.00**
V51914	IRV SEAVER MOTORCYCLES	06/16/2023	18586	480515161	BRAKE PARTS	$491.76
			IRV SEAVER MOTORCYCLES		**Total Check Amount:**	**$491.76**
V51915	SARA JACKSON	06/16/2023	31840	110404215	BODY PUMP	$224.00
			SARA JACKSON		**Total Check Amount:**	**$224.00**
V51916	JACKSON'S AUTO SUPPLY	06/16/2023	1143	480515161	AUTO SUPPLIES MAY23	$6,977.00
			JACKSON'S AUTO SUPPLY		**Total Check Amount:**	**$6,977.00**
V51917	PAMELA JOHNSTON	06/16/2023	28025	110404215	ZUMBA/WELLNESS EXPO	$480.00
			PAMELA JOHNSTON		**Total Check Amount:**	**$480.00**
V51918	K PRO STONE CARE	06/16/2023	20535	110515141	JANSVCS PARKSRR MAY23	$16,500.00
			K PRO STONE CARE		**Total Check Amount:**	**$16,500.00**
V51919	KRISTI L KANEL	06/16/2023	22868	110404215	CYCL/LOW IMP/SS/ZUMBA	$560.00
			KRISTI L KANEL		**Total Check Amount:**	**$560.00**
V51920	KRISTOFER KATAOKA	06/16/2023	18385	110404542	MILEAGE JUN 2023	$25.55
			KRISTOFER KATAOKA		**Total Check Amount:**	**$25.55**
V51921	KELLY SPICERS	06/16/2023	18883	110141441	PAPER	$3,050.51
			KELLY SPICERS		**Total Check Amount:**	**$3,050.51**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51922	KELLY SPICERS STORES	06/16/2023	31267	110141441	PAPER	$114.32
			KELLY SPICERS STORES		**Total Check Amount:**	**$114.32**
V51923	RYAN JOSEPH KLUG	06/16/2023	29363	110212111	TRAINING MILEAGE	$259.05
			RYAN JOSEPH KLUG		**Total Check Amount:**	**$259.05**
V51924	KRONOS INCORPORATED	06/16/2023	22688	110222223	TELESTAFF IVR APR23	$10.69
			KRONOS INCORPORATED		**Total Check Amount:**	**$10.69**
V51925	FRANCESCO LA TORRE	06/16/2023	24398	110404521	MILEAGE MAY 2023	$108.08
			FRANCESCO LA TORRE		**Total Check Amount:**	**$108.08**
V51926	DOLLY LAI	06/16/2023	18084	110404215	YOGA	$150.00
			DOLLY LAI		**Total Check Amount:**	**$150.00**
V51927	LEHR	06/16/2023	26035	362212131	VEHICLE STRIP	$804.46
		06/16/2023	26035	480515161	VEHICLE STRIP	$35.54
			LEHR		**Total Check Amount:**	**$840.00**
V51928	BERRY LIANG	06/16/2023	25640	110404215	CYCLE/TRX	$295.20
		06/16/2023	25640	110404215	PERSONAL TRAINER	$328.32
			BERRY LIANG		**Total Check Amount:**	**$623.52**
V51929	ANDREW DOUGLASS LINDSEY	06/16/2023	31648	174222222	PARAMEDIC/EMS FEES	$913.00
			ANDREW DOUGLASS LINDSEY		**Total Check Amount:**	**$913.00**
V51930	LINEGEAR	06/16/2023	23894	110222221	BOOTS	$641.11
		06/16/2023	23894	110222221	UNIFORMS -RECRUITS	$3,095.12
		06/16/2023	23894	110222221	WILDLAND GEAR	$3,792.80
		06/16/2023	23894	110222221	UNIFORM EQPT-RECRUITS	$1,384.59
		06/16/2023	23894	110222221	UNIFORMS - RECRUITS	$27,904.57
		06/16/2023	23894	110222221	EMBROIDERY	$37.71
		06/16/2023	23894	110	UNIFORMS - RECRUITS	($7.18)
			LINEGEAR		**Total Check Amount:**	**$36,848.72**
V51931	TANYA LOSCUTOFF	06/16/2023	22092	110404215	PERSONAL TRAINER	$522.21
		06/16/2023	22092	110404215	SUPER SCULPT	$112.00
			TANYA LOSCUTOFF		**Total Check Amount:**	**$634.21**
V51932	LORI MAIER	06/16/2023	31187	110404215	ZUMBA/WELLNESS EXPO	$476.00
			LORI MAIER		**Total Check Amount:**	**$476.00**
V51933	MAR-CO EQUIPMENT COMPANY	06/16/2023	20329	480515161	SWEEPER REPAIR	$1,514.44
			MAR-CO EQUIPMENT COMPANY		**Total Check Amount:**	**$1,514.44**
V51934	ANDREA MCGRANAHAN	06/16/2023	26046	110404215	BARRE/CYCL/LI/PIL/TRX	$1,188.00
		06/16/2023	26046	110404215	PERSONAL TRAINER	$241.74
			ANDREA MCGRANAHAN		**Total Check Amount:**	**$1,429.74**
V51935	JACI MILLER	06/16/2023	31823	110404215	PERSONAL TRAINER	$129.25
			JACI MILLER		**Total Check Amount:**	**$129.25**

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51936	MINER, LTD	06/16/2023	27173	490515151	DOOR RPR - CCC PLAZA	$747.17
			MINER, LTD		**Total Check Amount:**	**$747.17**
V51937	MINNESOTA LIFE INSURANCE COMPANY	06/16/2023	30640	110	34730 LIFE INS JUN23	$5,871.00
			MINNESOTA LIFE INSURANCE COMPANY		**Total Check Amount:**	**$5,871.00**
V51938	JENNIFER MONZON-SCROFINI	06/16/2023	20158	110404215	FS/HIIT/TRX/WLNS EXPO	$527.20
			JENNIFER MONZON-SCROFINI		**Total Check Amount:**	**$527.20**
V51939	NATASHA MOORE	06/16/2023	10711	110404215	B/PUMP/WELLNESS EXPO	$308.00
			NATASHA MOORE		**Total Check Amount:**	**$308.00**
V51940	MUNICIPAL DENTAL POOL	06/16/2023	30638	110	DELTA DENTAL JUN 2023	$14,605.74
			MUNICIPAL DENTAL POOL		**Total Check Amount:**	**$14,605.74**
V51941	MYERS AND SONS	06/16/2023	21624	110515125	DT CURB PAINT	$457.18
		06/16/2023	21624	110515121	SIGN POST MATERIAL	$458.05
			MYERS AND SONS		**Total Check Amount:**	**$915.23**
V51942	ORANGE COUNTY KARATE CENTER LLC	06/16/2023	31160	110404145	INTRO KARATE	$80.00
			ORANGE COUNTY KARATE CENTER LLC		**Total Check Amount:**	**$80.00**
V51943	SALEM PALOS	06/16/2023	30709	420515131	COMM LIC DMV RENEWAL	$54.12
			SALEM PALOS		**Total Check Amount:**	**$54.12**
V51944	IRACEMA PERDOMO	06/16/2023	14135	110404215	CYCLE	$196.00
			IRACEMA PERDOMO		**Total Check Amount:**	**$196.00**
V51945	PLUMBING WHOLESALE OUTLET, INC.	06/16/2023	18392	490515151	PLUMBING SUPPLIES	$196.16
			PLUMBING WHOLESALE OUTLET, INC.		**Total Check Amount:**	**$196.16**
V51946	VICTORIA TARRAB POPESCU	06/16/2023	31692	110111161	MILEAGE JUN 2023	$41.92
		06/16/2023	31692	110111161	MILEAGE MAY 2023	$41.92
			VICTORIA TARRAB POPESCU		**Total Check Amount:**	**$83.84**
V51947	PTS COMMUNICATIONS, INC.	06/16/2023	31947	475141471	7147920398 JUN 2023	$75.00
			PTS COMMUNICATIONS, INC.		**Total Check Amount:**	**$75.00**
V51948	QUINN COMPANY	06/16/2023	12380	480515161	ROD ASSEMBLY	$1,379.46
		06/16/2023	12380	480515161	SEAL KIT	$249.46
			QUINN COMPANY		**Total Check Amount:**	**$1,628.92**
V51949	KAYLA RABJOHNS	06/16/2023	28472	110404215	BODY PUMP/CIRCUIT	$168.00
			KAYLA RABJOHNS		**Total Check Amount:**	**$168.00**
V51950	RCS INVESTIGATIONS & CONSULTING LLC	06/16/2023	22534	110212111	BCKGRND INVESTIGATION	$5,350.00
			RCS INVESTIGATIONS & CONSULTING LLC		**Total Check Amount:**	**$5,350.00**
V51951	ROTH STAFFING COMPANIES LP	06/16/2023	27579	110222211	TEMP STAFF 5/21/2023	$1,795.60
		06/16/2023	27579	110222211	TEMP STAFF 5/28/2023	$1,066.14
			ROTH STAFFING COMPANIES LP		**Total Check Amount:**	**$2,861.74**
V51952	SC FUELS	06/16/2023	16654	480515161	CLR DIESEL 1200.5GALS	$4,329.63

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

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V51952	SC FUELS	06/16/2023	16654	480515161	UNL ETH 3995.7 GALS	$17,346.11
		06/16/2023	16654	480515161	CLR DIESEL 450 GALS	$1,798.50
			SC FUELS		**Total Check Amount:**	**$23,474.24**
V51953	SHAMBHALA MARTIAL ARTS INC	06/16/2023	28430	110404145	TAEKWONDO FOR KIDS	$50.00
			SHAMBHALA MARTIAL ARTS INC		**Total Check Amount:**	**$50.00**
V51954	SHRED-IT USA	06/16/2023	7438	470141483	DOC SHRED APR/MAY23	$10.66
		06/16/2023	7438	110212122	DOC SHRED APR/MAY23	$186.68
		06/16/2023	7438	110111161	DOC SHRED APR/MAY23	$10.66
			SHRED-IT USA		**Total Check Amount:**	**$208.00**
V51955	SITEONE LANDSCAPE SUPPLY, LLC	06/16/2023	25942	110515121	DIGGING TOOLS	$376.84
		06/16/2023	25942	110515143	IRRIGATION SUPPLIES	$86.45
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$463.29**
V51956	SOOTHING ESCAPE MASSAGE LLC	06/16/2023	31650	110404523	SOUNDBATH	$210.00
		06/16/2023	31650	110404215	KINSTRETCH/WLNS EXPO	$252.00
		06/16/2023	31650	110404215	MASSAGE THERAPY	$385.40
			SOOTHING ESCAPE MASSAGE LLC		**Total Check Amount:**	**$847.40**
V51957	TECHNICOLOR PRINTING	06/16/2023	24354	110404428	STAFF JACKETS	$705.76
			TECHNICOLOR PRINTING		**Total Check Amount:**	**$705.76**
V51958	TENNIS ANYONE ACADEMY	06/16/2023	12688	110404145	TENNIS LESSONS	$1,523.10
			TENNIS ANYONE ACADEMY		**Total Check Amount:**	**$1,523.10**
V51959	TERRY'S TESTING, INC.	06/16/2023	9217	110515143	BACKFLOW TESTING	$195.00
			TERRY'S TESTING, INC.		**Total Check Amount:**	**$195.00**
V51960	TOM MALLOY CORPORATION	06/16/2023	16935	110515121	STEEL PLATES RENTAL	$586.45
			TOM MALLOY CORPORATION		**Total Check Amount:**	**$586.45**
V51961	LETICIA TRUJILLO	06/16/2023	22054	110404215	BODY PUMP	$84.00
			LETICIA TRUJILLO		**Total Check Amount:**	**$84.00**
V51962	TUMBLE-N-KIDS INC.	06/16/2023	32167	110404145	GYMNASTICS	$1,057.50
			TUMBLE-N-KIDS INC.		**Total Check Amount:**	**$1,057.50**
V51963	TURBO DATA SYSTEMS, INC.	06/16/2023	1472	110212122	HHTPM LEASE/MNT MAY23	$312.48
			TURBO DATA SYSTEMS, INC.		**Total Check Amount:**	**$312.48**
V51964	EDEN TURNER	06/16/2023	21951	110404215	BODY PUMP	$252.00
			EDEN TURNER		**Total Check Amount:**	**$252.00**
V51965	NATASHA UMRIGAR-MOLLA	06/16/2023	32097	110404215	YOGA	$168.00
			NATASHA UMRIGAR-MOLLA		**Total Check Amount:**	**$168.00**
V51966	UNITED ROTARY BRUSH CORPORATION	06/16/2023	16649	480515161	SWEEPER BROOMS	$578.37
			UNITED ROTARY BRUSH CORPORATION		**Total Check Amount:**	**$578.37**
V51967	US BANK XX0338 CITY MGR	06/16/2023	24704	110111111	CALCARDS- 052223	$954.94
		06/16/2023	24704	110111143	CALCARDS- 052223	$747.55

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51967	US BANK XX0338 CITY MGR	06/16/2023	24704	110323214	CALCARDS- 052223	$333.20
		06/16/2023	24704	480515161	CALCARDS- 052223	$54.75
				US BANK XX0338 CITY MGR	**Total Check Amount:**	**$2,090.44**
V51968	US BANK XX0312 HR	06/16/2023	24776	110141481	CALCARDS HR 05/22/23	$1,187.29
				US BANK XX0312 HR	**Total Check Amount:**	**$1,187.29**
V51970	US BANK XX0593 COMM SVC	06/16/2023	24777	110404311	CALCARD-LT-052223	$20.44
		06/16/2023	24777	110404429	CALCARD-VU-052223	$1,986.47
		06/16/2023	24777	110404525	CALCARD-RM-052223	$54.06
		06/16/2023	24777	110404525	CALCARD-TT-052223	$1,469.00
		06/16/2023	24777	110404542	CALCARD-EF-052223	$7.99
		06/16/2023	24777	110404542	CALCARD-KH-052223	$611.76
		06/16/2023	24777	110	CALCARD-DA-052223	($28.48)
		06/16/2023	24777	110111143	CALCARD-JC-052223	$55.98
		06/16/2023	24777	110404211	CALCARD-NA-052223	$50.54
		06/16/2023	24777	110404215	CALCARD-AC-052223	$525.38
		06/16/2023	24777	110404217	CALCARD-MM-052223	$15.49
		06/16/2023	24777	110404311	CALCARD-AR-052223	$35.55
		06/16/2023	24777	110404311	CALCARD-HE-052223	$823.68
		06/16/2023	24777	110404311	CALCARD-JC-052223	$572.68
		06/16/2023	24777	110404311	CALCARD-KK-052223	$595.00
		06/16/2023	24777	110404311	CALCARD-MM-052223	$71.80
		06/16/2023	24777	110404421	CALCARD-KS-052223	$551.36
		06/16/2023	24777	110	CALCARD-JE-052223	$158.71
		06/16/2023	24777	110111143	CALCARD-AR-052223	$794.22
		06/16/2023	24777	110404211	CALCARD-AC-052223	$32.76
		06/16/2023	24777	110404215	CALCARD-AU-052223	$75.00
		06/16/2023	24777	110404422	CALCARD-BH-052223	$457.61
		06/16/2023	24777	110404425	CALCARD-SS-052223	$532.46
		06/16/2023	24777	110404429	CALCARD-MM-052223	$602.00
		06/16/2023	24777	110404521	CALCARD-RM-052223	$1,110.00
		06/16/2023	24777	110404521	CALCARD-TT-052223	$813.04
		06/16/2023	24777	110404523	CALCARD-JE-052223	$296.00
		06/16/2023	24777	110111111	CALCARD-AR-052223	$225.75
		06/16/2023	24777	110111143	CALCARD-HE-052223	$82.55
		06/16/2023	24777	110141481	CALCARD-AR-052223	$94.67
		06/16/2023	24777	110404215	CALCARD-DA-052223	$604.61
		06/16/2023	24777	110404217	CALCARD-VU-052223	$512.37

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51970	US BANK XX0593 COMM SVC	06/16/2023	24777	110404429	CALCARD-SS-052223	$881.16
		06/16/2023	24777	110404521	CALCARD-AM-052223	$758.06
		06/16/2023	24777	110404542	CALCARD-HH-052223	$796.95
		06/16/2023	24777	110404421	CALCARD-VC-052223	$500.41
		06/16/2023	24777	110404424	CALCARD-SS-052223	$60.14
		06/16/2023	24777	110404425	CALCARD-MM-052223	$323.13
		06/16/2023	24777	110404521	CALCARD-FL-052223	$2,538.64
		06/16/2023	24777	110404521	CALCARD-NG-052223	$32.63
		06/16/2023	24777	110404541	CALCARD-KC-052223	$798.68
		06/16/2023	24777	110404542	CALCARD-KK-052223	$1,877.54
		US BANK XX0593 COMM SVC			**Total Check Amount:**	**$22,377.79**
V51971	US BANK XX0502 COMM & MKTG	06/16/2023	24778	110111111	CALCARDS 05/22/23	$905.74
		06/16/2023	24778	110	CALCARDS 05/22/23	$113.00
		06/16/2023	24778	110111152	CALCARDS 05/22/23	$897.44
		06/16/2023	24778	110323214	CALCARDS 05/22/23	$160.00
		06/16/2023	24778	110111143	CALCARDS 05/22/23	$729.58
		06/16/2023	24778	110111151	CALCARDS 05/22/23	$42.99
		US BANK XX0502 COMM & MKTG			**Total Check Amount:**	**$2,848.75**
V51972	US BANK XX0353 COMM DEV	06/16/2023	24779	110323241	CALCARD 052223	$325.00
		06/16/2023	24779	110323231	CALCARD 052223	$811.77
		06/16/2023	24779	110323212	CALCARD 052223	$489.15
		US BANK XX0353 COMM DEV			**Total Check Amount:**	**$1,625.92**
V51973	US BANK XX0270 ADMIN SVCS	06/16/2023	24781	110111161	CALCARD CCLRK 052223	$1,679.05
		06/16/2023	24781	110141414	CALCARDS FIN 05/22/23	$8.05
		06/16/2023	24781	110141441	CALCARDS FIN 05/22/23	$973.00
		06/16/2023	24781	110141431	CALCARDS FIN 05/22/23	$64.62
		06/16/2023	24781	280323215	CALCARD CCLRK 052223	$11.00
		06/16/2023	24781	110	CALCARDS FIN 05/22/23	$204.73
		06/16/2023	24781	110111143	CALCARD CCLRK 052223	$6.99
		06/16/2023	24781	110141411	CALCARDS FIN 05/22/23	$322.91
		06/16/2023	24781	110111151	CALCARD CCLRK 052223	$493.26
		06/16/2023	24781	110141481	CALCARDS FIN 05/22/23	$41.11
		06/16/2023	24781	420141421	CALCARDS FIN 05/22/23	$137.81
		US BANK XX0270 ADMIN SVCS			**Total Check Amount:**	**$3,942.53**
V51974	US BANK XX0650 FIRE	06/16/2023	24782	110141481	CALCARD 052223 FIRE	$41.48
		06/16/2023	24782	110222211	CALCARD 052223 FIRE	$622.23
		06/16/2023	24782	110222221	CALCARD 052223 FIRE	$3,214.44

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51974	US BANK XX0650 FIRE	06/16/2023	24782	110222223	CALCARD 052223 FIRE	$262.28
		06/16/2023	24782	110222231	CALCARD 052223 FIRE	$610.26
		06/16/2023	24782	174222222	CALCARD 052223 FIRE	$30.00
		06/16/2023	24782	110	CALCARD 052223 FIRE	($32.55)
		06/16/2023	24782	480515161	CALCARD 052223 FIRE	$25.22
				US BANK XX0650 FIRE	**Total Check Amount:**	**$4,773.36**
V51975	US BANK XX0346 IT	06/16/2023	24783	110222223	CALCARDS IT 05/22/23	$2,061.07
		06/16/2023	24783	280323215	CALCARDS IT 05/22/23	$25.00
		06/16/2023	24783	110515125	CALCARDS IT 05/22/23	$98.37
		06/16/2023	24783	110	CALCARDS IT 05/22/23	$3.63
		06/16/2023	24783	110111111	CALCARDS IT 05/22/23	$233.59
		06/16/2023	24783	110404211	CALCARDS IT 05/22/23	$86.97
		06/16/2023	24783	110212111	CALCARDS IT 05/22/23	$173.94
		06/16/2023	24783	460141474	CALCARDS IT 05/22/23	$487.52
		06/16/2023	24783	475141471	CALCARDS IT 05/22/23	$498.83
				US BANK XX0346 IT	**Total Check Amount:**	**$3,668.92**
V51977	US BANK XX0221 PW	06/16/2023	24784	110	CALCARDS PW 052223	($158.14)
		06/16/2023	24784	110212121	CALCARDS PW 052223	$35.09
		06/16/2023	24784	110515125	CALCARDS PW 052223	$665.98
		06/16/2023	24784	110515143	CALCARDS PW 052223	$50.18
		06/16/2023	24784	490515151	CALCARDS PW 052223	$1,467.18
		06/16/2023	24784	110515111	CALCARDS PW 052223	$123.71
		06/16/2023	24784	361515148	CALCARDS PW 052223	$315.31
		06/16/2023	24784	480515161	CALCARDS PW 052223	$5,185.64
		06/16/2023	24784	110515121	CALCARDS PW 052223	$516.34
		06/16/2023	24784	430515123	CALCARDS PW 052223	$539.62
		06/16/2023	24784	110404421	CALCARDS PW 052223	$54.02
		06/16/2023	24784	110515141	CALCARDS PW 052223	$2,642.77
		06/16/2023	24784	110515148	CALCARDS PW 052223	$37.53
		06/16/2023	24784	420515131	CALCARDS PW 052223	$1,843.49
		06/16/2023	24784	490515152	CALCARDS PW 052223	$140.02
				US BANK XX0221 PW	**Total Check Amount:**	**$13,458.74**
V51979	US BANK XX0544 POLICE	06/16/2023	24785	110212133	CALCARDS PD 5/22/23	$637.09
		06/16/2023	24785	110222231	CALCARDS PD 5/22/23	$199.07
		06/16/2023	24785	480515161	CALCARDS PD 5/22/23	$713.09
		06/16/2023	24785	110212122	CALCARDS PD 5/22/23	($4.73)
		06/16/2023	24785	110212131	CALCARDS PD 5/22/23	$2,272.69

City Disbursement Register

Between Jun 12, 2023 12:00 AM and Jun 16, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51979	US BANK XX0544 POLICE	06/16/2023	24785	231212141	CALCARDS PD 5/22/23	$102.36
		06/16/2023	24785	110212121	CALCARDS PD 5/22/23	$837.48
		06/16/2023	24785	110212134	CALCARDS PD 5/22/23	$166.96
		06/16/2023	24785	110	CALCARDS PD 5/22/23	$725.48
		06/16/2023	24785	110141481	CALCARDS PD 5/22/23	$224.10
		06/16/2023	24785	110212111	CALCARDS PD 5/22/23	$9,753.70
		06/16/2023	24785	110212132	CALCARDS PD 5/22/23	$2,118.81
		06/16/2023	24785	110212141	CALCARDS PD 5/22/23	$1,693.15
		US BANK XX0544 POLICE			**Total Check Amount:**	**$19,439.25**
V51980	US BANK XX3401 PW- ADMIN	06/16/2023	24786	440515122	CALCARDS 052223 PW-AD	$240.00
		06/16/2023	24786	110141481	CALCARDS 052223 PW-AD	$750.00
		US BANK XX3401 PW- ADMIN			**Total Check Amount:**	**$990.00**
V51981	VIDO SAMARZICH, INC	06/16/2023	22565	510707626	PROG PYMT #10 MAR2023	$87,391.83
		06/16/2023	22565	510707466	PROG PYMT #10 MAR2023	$58,261.22
		VIDO SAMARZICH, INC			**Total Check Amount:**	**$145,653.05**
V51982	WALTERS WHOLESALE ELECTRIC	06/16/2023	1667	420515131	TOOLS	$181.02
		06/16/2023	1667	110515121	WIRE FOR LIGHT POLES	$526.51
		WALTERS WHOLESALE ELECTRIC			**Total Check Amount:**	**$707.53**
V51983	WEST GROVE VOLLEYBALL, LLC	06/16/2023	32196	110404145	VOLLEYBALL LESSONS	$252.00
		WEST GROVE VOLLEYBALL, LLC			**Total Check Amount:**	**$252.00**
V51984	WILLIAMS PIPELINE CONTRACTORS INC	06/16/2023	31528	510707322	C.H.ST/WTR-RETENTION	$267,917.19
		WILLIAMS PIPELINE CONTRACTORS INC			**Total Check Amount:**	**$267,917.19**
V51985	SARA L. WOODWARD	06/16/2023	26083	110212122	MILEAGE MAY 2023	$118.89
		SARA L. WOODWARD			**Total Check Amount:**	**$118.89**
V51986	REBECCA YOUNT	06/16/2023	31473	110404215	SILVER SNEAKERS	$84.00
		REBECCA YOUNT			**Total Check Amount:**	**$84.00**
V51987	ZUMAR INDUSTRIES, INC.	06/16/2023	3802	110515121	NEW SWEEPING SIGNS	$241.57
		ZUMAR INDUSTRIES, INC.			**Total Check Amount:**	**$241.57**
					Voucher Subtotal	**$1,080,254.53**

TOTAL **$1,263,321.84**

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192998	AEP SERVICES	06/23/2023	30268	110212131	K9 TRNG/KENNEL MAY23	$550.00
			AEP SERVICES		**Total Check Amount:**	**$550.00**
192999	AMERICAN GREENPOWER (USA) INC.	06/23/2023	31935	110515121	STREET POLE FIXTURES	$1,695.72
			AMERICAN GREENPOWER (USA) INC.		**Total Check Amount:**	**$1,695.72**
193000	DR. MICHELLE ARSNEAULT	06/23/2023	32360	110111111	2023 ENGAGE BREA	$125.00
			DR. MICHELLE ARSNEAULT		**Total Check Amount:**	**$125.00**
193001	AT&T CALNET	06/23/2023	20391	420515131	CALNET MAY 2023	$271.66
		06/23/2023	20391	360515145	CALNET MAY 2023	$51.90
		06/23/2023	20391	475141471	CALNET MAY 2023	$10,893.29
		06/23/2023	20391	360515147	CALNET MAY 2023	$27.76
			AT&T CALNET		**Total Check Amount:**	**$11,244.61**
193002	AT&T LONG DISTANCE	06/23/2023	1737	475141471	807752441 6/3-7/2	$47.20
			AT&T LONG DISTANCE		**Total Check Amount:**	**$47.20**
193003	BRANDWELL	06/23/2023	32326	110111151	PROMO TUMBLERS	$533.23
		06/23/2023	32326	110111111	PROMO TUMBLERS	$500.00
		06/23/2023	32326	110141481	PROMO TUMBLERS	$1,174.85
		06/23/2023	32326	110404311	PROMO TUMBLERS	$533.22
			BRANDWELL		**Total Check Amount:**	**$2,741.30**
193004	CA BUILDING EVALUATION & CONST INC.	06/23/2023	31875	510707977	SR CTR GENERATOR PP#5	$1,615.00
		06/23/2023	31875	510707977	SR CTR GENERATOR PP#6	$9,642.50
			CA BUILDING EVALUATION & CONST INC.		**Total Check Amount:**	**$11,257.50**
193005	CARBON HEALTH MEDICAL GROUP	06/23/2023	31936	110141481	HR MED SVCS MAY 2023	$2,200.00
			CARBON HEALTH MEDICAL GROUP		**Total Check Amount:**	**$2,200.00**
193006	CITY OF ALISO VIEJO	06/23/2023	31667	960000000	OCCMA 5/3/23 MEETING	$3,195.33
			CITY OF ALISO VIEJO		**Total Check Amount:**	**$3,195.33**
193007	CITY OF BREA - WATER DEPT	06/23/2023	2039	490515151	FIRE METERS 4/6-5/8	$221.35
			CITY OF BREA - WATER DEPT		**Total Check Amount:**	**$221.35**
193009	CITY OF BREA - WATER DEPT	06/23/2023	2039	110404521	WATER 4/6-5/8	$678.54
		06/23/2023	2039	347515112	WATER 4/6-5/8	$689.94
		06/23/2023	2039	430515123	WATER 4/6-5/8	$289.79
		06/23/2023	2039	110515143	WATER 4/6-5/8	$8,558.72
		06/23/2023	2039	343515112	WATER 4/6-5/8	$2,047.80
		06/23/2023	2039	360515147	WATER 4/6-5/8	$119.91
		06/23/2023	2039	361515143	WATER 4/6-5/8	$147.60
		06/23/2023	2039	420515131	WATER 4/6-5/8	$222.67
		06/23/2023	2039	490515151	WATER 4/6-5/8	$4,234.78
		06/23/2023	2039	110515141	WATER 4/6-5/8	$18,743.56
		06/23/2023	2039	110515148	WATER 4/6-5/8	$1,854.96

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193009	CITY OF BREA - WATER DEPT	06/23/2023	2039	110404422	WATER 4/6-5/8	$931.21
		06/23/2023	2039	341515112	WATER 4/6-5/8	$697.31
		06/23/2023	2039	345515112	WATER 4/6-5/8	$1,810.03
		06/23/2023	2039	346515112	WATER 4/6-5/8	$2,109.66
		06/23/2023	2039	360515145	WATER 4/6-5/8	$1,967.15
		06/23/2023	2039	361515148	WATER 4/6-5/8	$119.91
		06/23/2023	2039	465515149	WATER 4/6-5/8	$27,256.56
				CITY OF BREA - WATER DEPT	**Total Check Amount:**	**$72,480.10**
193010	COUNTY OF ORANGE	06/23/2023	4799	110212122	OCATS FEES JUN 2023	$1,104.51
				COUNTY OF ORANGE	**Total Check Amount:**	**$1,104.51**
193011	D.S. CUSTOM LINENS, INC	06/23/2023	31417	110141441	GAS SURCHARGE MAY23	$60.00
		06/23/2023	31417	110141441	LINEN CLEANING	$936.19
				D.S. CUSTOM LINENS, INC	**Total Check Amount:**	**$996.19**
193012	DEPARTMENT OF JUSTICE	06/23/2023	13406	110141481	FINGERPRNT APPS MAY23	$1,185.00
				DEPARTMENT OF JUSTICE	**Total Check Amount:**	**$1,185.00**
193013	DEPARTMENT OF TRANSPORTATION	06/23/2023	13722	510707251	57/LMBRT 12-771 JAN23	$7,907.67
				DEPARTMENT OF TRANSPORTATION	**Total Check Amount:**	**$7,907.67**
193014	DEPARTMENT OF TRANSPORTATION	06/23/2023	13722	510707251	57/LMBRT 12-771 FEB23	$2,627.50
				DEPARTMENT OF TRANSPORTATION	**Total Check Amount:**	**$2,627.50**
193015	DESTINY SOFTWARE, INC.	06/23/2023	26623	475141471	HPRR SYSTEM JAN-JUN23	$1,750.00
				DESTINY SOFTWARE, INC.	**Total Check Amount:**	**$1,750.00**
193016	DAN DE CRISTOFARO	06/23/2023	8022	110404224	FATHER/DAUGHTER DANCE	$500.00
				DAN DE CRISTOFARO	**Total Check Amount:**	**$500.00**
193017	DOWNTOWN FORD SALES	06/23/2023	18138	480515161	2022 FORD INTERCEPTOR	$43,521.92
		06/23/2023	18138	480515161	DISCOUNT - 20 DAYS	($500.00)
				DOWNTOWN FORD SALES	**Total Check Amount:**	**$43,021.92**
193018	SOUTHERN CALIFORNIA EDISON	06/23/2023	3343	110515125	MAY 2023 ELECTRICITY	$5,137.01
		06/23/2023	3343	490515151	MAY 2023 ELECTRICITY	$10,463.97
		06/23/2023	3343	110515121	MAY 2023 ELECTRICITY	$1,826.17
		06/23/2023	3343	110515148	MAY 2023 ELECTRICITY	$61.89
				SOUTHERN CALIFORNIA EDISON	**Total Check Amount:**	**$17,489.04**
193019	SOUTHERN CALIFORNIA EDISON	06/23/2023	3343	420515131	MAY 2023 ELECTRICITY	$2,528.78
				SOUTHERN CALIFORNIA EDISON	**Total Check Amount:**	**$2,528.78**
193020	ERIC W. GRUVER PHD	06/23/2023	7856	110141481	PRE-EMPL EVAL 6/6	$850.00
				ERIC W. GRUVER PHD	**Total Check Amount:**	**$850.00**
193021	EVERYTABLE PBC	06/23/2023	32203	110212111	SMARTFRIDGE MAY 2023	$300.00
				EVERYTABLE PBC	**Total Check Amount:**	**$300.00**
193022	FRANCHISE TAX BOARD/ST OF CALIF	06/23/2023	12043	110	562312853 061623 PR	$1,124.13

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		FRANCHISE TAX BOARD/ST OF CALIF			**Total Check Amount:**	**$1,124.13**
193023	FRANCHISE TAX BOARD/ST OF CALIF	06/23/2023	12043	110	571810253 061623 PR	$30.00
		FRANCHISE TAX BOARD/ST OF CALIF			**Total Check Amount:**	**$30.00**
193024	FRONTIER COMMUNICATIONS	06/23/2023	26183	420515131	5621821023 6/7-7/6	$58.56
		FRONTIER COMMUNICATIONS			**Total Check Amount:**	**$58.56**
193025	THE GAS COMPANY	06/23/2023	3749	420515131	MAY 2023 GAS	$15.78
		06/23/2023	3749	490515151	MAY 2023 GAS	$6,796.40
		THE GAS COMPANY			**Total Check Amount:**	**$6,812.18**
193026	HERITAGE PLAZA	06/23/2023	29392	270323218	SENIOR SUBSIDY JUL23	$254.00
		HERITAGE PLAZA			**Total Check Amount:**	**$254.00**
193027	HF&H CONSULTANTS, LLC	06/23/2023	27542	440515122	SB1383 SVCS MAY 2023	$2,587.50
		HF&H CONSULTANTS, LLC			**Total Check Amount:**	**$2,587.50**
193028	TIM HOGAN	06/23/2023	21553	420515131	2023 WTR QUALITY RPT	$7,905.61
		TIM HOGAN			**Total Check Amount:**	**$7,905.61**
193029	HOLLYDALE MOBILE ESTATES	06/23/2023	29393	270323218	SENIOR SUBSIDY JUL23	$254.00
		HOLLYDALE MOBILE ESTATES			**Total Check Amount:**	**$254.00**
193030	HYDROPRO SOLUTIONS	06/23/2023	31845	420515131	WATER METERS+ENCODERS	$18,041.25
		HYDROPRO SOLUTIONS			**Total Check Amount:**	**$18,041.25**
193031	LA STEELCRAFT	06/23/2023	32204	110515141	TETHERBALL (BALANCE)	$560.24
		LA STEELCRAFT			**Total Check Amount:**	**$560.24**
193032	LAKE PARK BREA LP	06/23/2023	5289	270323218	SENIOR SUBSIDY JUL23	$508.00
		LAKE PARK BREA LP			**Total Check Amount:**	**$508.00**
193033	LAW OFFICES OF JONES & MAYER	06/23/2023	12144	110111112	LEGAL-CODE ENF MAY23	$950.00
		06/23/2023	12144	110212111	LEGAL SVCS:PD MAY23	$7,254.00
		LAW OFFICES OF JONES & MAYER			**Total Check Amount:**	**$8,204.00**
193034	MARK THOMAS & COMPANY, INC	06/23/2023	30436	510707946	OUTREACH/DSGN 4/30/23	$6,363.44
		MARK THOMAS & COMPANY, INC			**Total Check Amount:**	**$6,363.44**
193035	NEON ONE - ARTS PEOPLE	06/23/2023	31922	110404542	TICKET FEES MAY 2023	$184.90
		NEON ONE - ARTS PEOPLE			**Total Check Amount:**	**$184.90**
193036	NOC CONSERVATORY OF MUSIC	06/23/2023	32356	110	RENTAL DEPOSIT REFUND	$500.00
		NOC CONSERVATORY OF MUSIC			**Total Check Amount:**	**$500.00**
193037	ODP BUSINESS SOLUTIONS, LLC	06/23/2023	31709	110404521	OFFICE SUPPLIES	$90.76
		06/23/2023	31709	110212111	OFFICE SUPPLIES	$547.07
		ODP BUSINESS SOLUTIONS, LLC			**Total Check Amount:**	**$637.83**
193038	ORANGE COUNTY STRIPING SERVICE	06/23/2023	10223	110515121	N.WOOD/PUENTE INT MOD	$9,390.55
		ORANGE COUNTY STRIPING SERVICE			**Total Check Amount:**	**$9,390.55**
193039	ORANGE VILLA SENIOR APARTMENTS	06/23/2023	29394	270323218	SENIOR SUBSIDY JUL23	$254.00
		ORANGE VILLA SENIOR APARTMENTS			**Total Check Amount:**	**$254.00**

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193040	PUENTE HILLS FORD	06/23/2023	25742	480515161	DOOR SEAL KIT	$419.54
			PUENTE HILLS FORD		**Total Check Amount:**	**$419.54**
193041	SUSAN SAXE-CLIFFORD, PH.D.	06/23/2023	22693	110141481	PRE-EMPL EVAL 6/12	$1,600.00
		06/23/2023	22693	110141481	PRE-EMPL EVAL 6/8	$400.00
			SUSAN SAXE-CLIFFORD, PH.D.		**Total Check Amount:**	**$2,000.00**
193042	SPARKLETTS	06/23/2023	3001	110141441	WTRDISP+BOTTLES MAY23	$811.96
			SPARKLETTS		**Total Check Amount:**	**$811.96**
193043	SCOTT SPITZER	06/23/2023	31766	110111111	2023 ENGAGE BREA	$875.00
			SCOTT SPITZER		**Total Check Amount:**	**$875.00**
193044	UC REGENTS	06/23/2023	30461	110212121	SART EXAM 6/6/23	$750.00
			UC REGENTS		**Total Check Amount:**	**$750.00**
193045	UNIFIRST CORPORATION	06/23/2023	27988	110515144	UNIFORM SVCS MAY 2023	$159.34
		06/23/2023	27988	110515143	UNIFORM SVCS MAY 2023	$26.55
		06/23/2023	27988	420515131	UNIFORM SVCS MAY 2023	$211.77
		06/23/2023	27988	440515126	UNIFORM SVCS MAY 2023	$13.35
		06/23/2023	27988	490515151	UNIFORM SVCS MAY 2023	$230.60
		06/23/2023	27988	110515121	UNIFORM SVCS MAY 2023	$115.50
		06/23/2023	27988	110515141	UNIFORM SVCS MAY 2023	$141.37
		06/23/2023	27988	110515148	UNIFORM SVCS MAY 2023	$9.20
		06/23/2023	27988	430515123	UNIFORM SVCS MAY 2023	$51.45
		06/23/2023	27988	110515125	UNIFORM SVCS MAY 2023	$51.79
		06/23/2023	27988	360515145	UNIFORM SVCS MAY 2023	$18.75
		06/23/2023	27988	361515148	UNIFORM SVCS MAY 2023	$9.21
		06/23/2023	27988	480515161	UNIFORM SVCS MAY 2023	$260.61
			UNIFIRST CORPORATION		**Total Check Amount:**	**$1,299.49**
193046	UNITED PARCEL SERVICE	06/23/2023	3174	110141441	SHIPPING CHGS APR23	$655.78
			UNITED PARCEL SERVICE		**Total Check Amount:**	**$655.78**
193047	UNITED PARCEL SERVICE	06/23/2023	3174	110141441	SHIPPING CHGS MAY/JUN	$187.68
			UNITED PARCEL SERVICE		**Total Check Amount:**	**$187.68**
193048	XEROX CORPORATION	06/23/2023	3349	110141441	VR280 B&WPRINTS MAY23	$80.61
		06/23/2023	3349	110141441	VR280 PRESS MAY 2023	$840.81
		06/23/2023	3349	110141441	UDIRECTS MNT MAY 2023	$137.52
		06/23/2023	3349	110141441	VR280STND MAY 2023	$478.41
		06/23/2023	3349	110141441	PRINTCHGS VR280 MAY23	$1,736.36
		06/23/2023	3349	110141441	TRMR/FOLDR SW MNT MAY	$116.00
			XEROX CORPORATION		**Total Check Amount:**	**$3,389.71**
					Check Subtotal	**$260,078.07**

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51988	ACTIVE NETWORK, LLC.	06/23/2023	14295	110	AN CHARGEBACK LOSS	$220.00
			ACTIVE NETWORK, LLC.		**Total Check Amount:**	**$220.00**
V51989	ADLERHORST INT'L INC	06/23/2023	2223	110212111	AGITATOR SEMINAR	$300.00
			ADLERHORST INT'L INC		**Total Check Amount:**	**$300.00**
V51990	ADMINISTRATIVE & PROF	06/23/2023	3344	110	4010 APEA MEMB 061623	$564.00
			ADMINISTRATIVE & PROF		**Total Check Amount:**	**$564.00**
V51991	THE ADVANTAGE GROUP	06/23/2023	24539	110	808B FSADEPCAR 061623	$1,491.66
		06/23/2023	24539	110	808C FSA URMED 061623	$5,877.44
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$7,369.10**
V51992	ALLSTAR FIRE EQUIPMENT	06/23/2023	8353	110222221	BRUSH COATS/BOOTS	$617.18
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$617.18**
V51993	ARC IMAGING RESOURCES	06/23/2023	23273	110404211	PLOTTER SUPPLIES	$268.28
			ARC IMAGING RESOURCES		**Total Check Amount:**	**$268.28**
V51994	AVCOGAS PROPANE SALES & SERVICES	06/23/2023	22047	480515161	PROPANE FUEL 113 GALS	$281.59
			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$281.59**
V51995	BPSEA MEMORIAL FOUNDATION	06/23/2023	14990	110	4050 MEMORIAL 061623	$133.00
			BPSEA MEMORIAL FOUNDATION		**Total Check Amount:**	**$133.00**
V51996	BREA CITY EMPLOYEES ASSOCIATION	06/23/2023	3236	110	4005 BCEA MEMB 061623	$732.00
			BREA CITY EMPLOYEES ASSOCIATION		**Total Check Amount:**	**$732.00**
V51997	BREA DISPOSAL, INC	06/23/2023	3330	440515122	REFUSE COLLECTN MAY23	$184,652.20
			BREA DISPOSAL, INC		**Total Check Amount:**	**$184,652.20**
V51998	BREA FIREFIGHTERS ASSOCIATION	06/23/2023	3237	110	4016 ASSOCMEMB 061623	$2,974.00
			BREA FIREFIGHTERS ASSOCIATION		**Total Check Amount:**	**$2,974.00**
V51999	BREA POLICE ASSOCIATION	06/23/2023	3769	110	4030 BPA REG 061623	$3,500.00
			BREA POLICE ASSOCIATION		**Total Check Amount:**	**$3,500.00**
V52000	BREA POLICE ATHLETIC LEAGUE	06/23/2023	1068	110	5010 B.P.A.L. 061623	$127.50
			BREA POLICE ATHLETIC LEAGUE		**Total Check Amount:**	**$127.50**
V52001	BREA POLICE MANAGEMENT ASSOCIATION	06/23/2023	21189	110	4019 LDF MEMB 061623	$9.50
		06/23/2023	21189	110	4020 PMA MEMB 061623	$130.00
			BREA POLICE MANAGEMENT ASSOCIATION		**Total Check Amount:**	**$139.50**
V52002	BUTLER CHEMICALS, INC.	06/23/2023	6515	490515151	SR CTR D/W SVC MAY23	$188.56
			BUTLER CHEMICALS, INC.		**Total Check Amount:**	**$188.56**
V52003	C. WELLS PIPELINE MATERIALS INC	06/23/2023	13055	420515131	PLUMBING SUPPLIES	$4,876.55
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$4,876.55**
V52004	CANON FINANCIAL SERVICES, INC.	06/23/2023	20648	110141441	PW/BRC CPR USGE JUN23	$87.89
		06/23/2023	20648	110141441	FS1-4 PR LEASE JUN23	$101.28
		06/23/2023	20648	110141441	PW/BRC CPR LSE JUN23	$352.45
		06/23/2023	20648	110141441	FS1-4 PR USAGE MAY23	$42.80

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			CANON FINANCIAL SERVICES, INC.		**Total Check Amount:**	**$584.42**
V52005	CARNEY MEHR, A LEGAL CORPORATION	06/23/2023	28329	950000000	ILJAOC LGL SVCS MAY23	$1,347.50
			CARNEY MEHR, A LEGAL CORPORATION		**Total Check Amount:**	**$1,347.50**
V52006	ANDREW P CATOR	06/23/2023	6646	460141474	MILEAGE MAY 2023	$239.08
			ANDREW P CATOR		**Total Check Amount:**	**$239.08**
V52007	CIVICPLUS. LLC	06/23/2023	23925	110212111	WEBSITE CONTENT UPD	$600.00
			CIVICPLUS. LLC		**Total Check Amount:**	**$600.00**
V52008	CORELOGIC	06/23/2023	25542	280323215	REAL EST LISTNG MAY23	$185.00
			CORELOGIC		**Total Check Amount:**	**$185.00**
V52009	DENNIS GRUBB & ASSOCIATES, LLC.	06/23/2023	25568	110000000	PLAN CHECK SVCS APR23	($1,138.50)
		06/23/2023	25568	110000000	PLAN CHECK SVCS-FEB23	($667.00)
		06/23/2023	25568	110000000	PLAN CHECK SVCS-MAY23	($2,058.50)
		06/23/2023	25568	84022223P	PLAN CHECK SVCS-FEB23	$3,857.00
		06/23/2023	25568	84022223P	PLAN CHECK SVCS APR23	$6,583.50
		06/23/2023	25568	84022223P	PLAN CHECK SVCS-MAY23	$11,903.50
			DENNIS GRUBB & ASSOCIATES, LLC.		**Total Check Amount:**	**$18,480.00**
V52010	ECONOLITE SYSTEMS, INC.	06/23/2023	27147	110515121	ST LIGHT POLE INSTALL	$2,897.76
		06/23/2023	27147	110515121	MO. SIGNAL MNT MAY23	$3,147.43
		06/23/2023	27147	110515121	E/O SIGNAL MNT MAY23	$7,736.52
			ECONOLITE SYSTEMS, INC.		**Total Check Amount:**	**$13,781.71**
V52011	EWING IRRIGATION PRODUCTS, INC.	06/23/2023	5807	110515141	IRRIGATION SUPPLIES	$332.28
			EWING IRRIGATION PRODUCTS, INC.		**Total Check Amount:**	**$332.28**
V52012	DEBTBOOK	06/23/2023	31811	110141431	GASB 96/87	$13,000.00
			DEBTBOOK		**Total Check Amount:**	**$13,000.00**
V52013	GALE SUPPLY COMPANY	06/23/2023	21090	490515151	JANITORIAL SUPPLIES	$96.85
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$96.85**
V52014	ALEC JOSEPH GARCIA	06/23/2023	26604	110212133	TRAINING EXPENSES	$111.25
			ALEC JOSEPH GARCIA		**Total Check Amount:**	**$111.25**
V52015	GUARANTEED JANITORIAL SERVICES, INC	06/23/2023	28695	490515151	MAY23 DAY PORTERS:CCC	$4,868.96
		06/23/2023	28695	490515151	MAY23 JAN SVCS:P.HALL	$1,155.08
		06/23/2023	28695	490515151	MAY23 JAN SVCS:CCC	$9,311.33
		06/23/2023	28695	490515151	MAY23 JAN SVCS:PLUNGE	$172.75
		06/23/2023	28695	490515151	MAY23 JAN SVCS:YARD	$1,252.83
		06/23/2023	28695	110515125	MAY23 JAN SVCS:D.T.	$2,781.00
		06/23/2023	28695	490515151	MAY23 JAN SVCS:SR CTR	$2,646.16
		06/23/2023	28695	490515151	MAY23 DAY PORTERS:BCC	$4,868.96
		06/23/2023	28695	490515151	MAY23 JAN SVCS:BCC	$4,466.33

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		GUARANTEED JANITORIAL SERVICES, INC			**Total Check Amount:**	**$31,523.40**
V52016	GABRIEL HANNAH	06/23/2023	17533	110404424	UMPIRE FEE 6/11 6/12	$374.00
		GABRIEL HANNAH			**Total Check Amount:**	**$374.00**
V52017	DYLAN HARRIS	06/23/2023	28097	110212111	FIREARMS INSTR COURSE	$32.00
		DYLAN HARRIS			**Total Check Amount:**	**$32.00**
V52018	IDEAL STRIPING	06/23/2023	18839	490515152	EVPRKG STRIPING ON P1	$2,082.00
		IDEAL STRIPING			**Total Check Amount:**	**$2,082.00**
V52019	INFOSEND, INC.	06/23/2023	19016	420141421	PROGRAMMING FEE 5/11	$260.00
		INFOSEND, INC.			**Total Check Amount:**	**$260.00**
V52020	INLAND ROUNDBALL OFFICIALS INC.	06/23/2023	31906	110404424	REFEREE FEE 6/8-6/13	$1,420.00
		INLAND ROUNDBALL OFFICIALS INC.			**Total Check Amount:**	**$1,420.00**
V52021	MICHAEL ARTHUR JANETZKE	06/23/2023	31661	110212111	TRAINING MILEAGE	$11.66
		MICHAEL ARTHUR JANETZKE			**Total Check Amount:**	**$11.66**
V52022	KEENAN & ASSOCIATES	06/23/2023	22439	470141483	2023 WORKERS' COMP #6	$10,951.25
		KEENAN & ASSOCIATES			**Total Check Amount:**	**$10,951.25**
V52023	KELLY SPICERS STORES	06/23/2023	31267	110141441	PAPER	$91.21
		KELLY SPICERS STORES			**Total Check Amount:**	**$91.21**
V52024	KOVATCH MOBILE EQUIPMENT CORP.	06/23/2023	13369	480515161	EGR ASSEMBLY	$4,999.60
		KOVATCH MOBILE EQUIPMENT CORP.			**Total Check Amount:**	**$4,999.60**
V52025	KREUZER CONSULTING GROUP	06/23/2023	22072	510707475	ENGG DSGN APR/MAY23	$8,131.50
		KREUZER CONSULTING GROUP			**Total Check Amount:**	**$8,131.50**
V52026	LIBERTY FLAGS INC.	06/23/2023	5457	490515151	FLAGS	$395.66
		06/23/2023	5457	490	FLAGS - S/TAX	($28.46)
		LIBERTY FLAGS INC.			**Total Check Amount:**	**$367.20**
V52027	LIFE-ASSIST, INC.	06/23/2023	10530	174222222	PM SUPPLIES FS2	$2,020.49
		06/23/2023	10530	174222222	PM SUPPLIES FS3	$403.97
		LIFE-ASSIST, INC.			**Total Check Amount:**	**$2,424.46**
V52028	LINEGEAR	06/23/2023	23894	110222221	BOOTS	$176.71
		LINEGEAR			**Total Check Amount:**	**$176.71**
V52029	LOS ANGELES TRUCK CENTERS, LLC	06/23/2023	7300	480515161	ABS MODULE	$476.47
		LOS ANGELES TRUCK CENTERS, LLC			**Total Check Amount:**	**$476.47**
V52030	TINA M MEYER	06/23/2023	12786	110212111	MOTOROLA SAA TRNG	$148.00
		TINA M MEYER			**Total Check Amount:**	**$148.00**
V52031	MUNICIPAL WATER DISTRICT	06/23/2023	3784	420515131	INSPECTIONS APR 2023	$222.00
		MUNICIPAL WATER DISTRICT			**Total Check Amount:**	**$222.00**
V52032	NIEVES LANDSCAPE, INC.	06/23/2023	31375	346515112	MD#6 LANDSCAPE JUN23	$6,019.42
		06/23/2023	31375	360515145	WC PARK LNDSCPE JUN23	$4,986.00
		06/23/2023	31375	346515112	LIMB REMOVAL	$350.00

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52032	NIEVES LANDSCAPE, INC.	06/23/2023	31375	110515141	AROVISTA WEED ABTEMNT	$5,238.42
		06/23/2023	31375	110515143	MED/GREENBELTS JUN23	$12,508.75
		06/23/2023	31375	343515112	MD#3 IRRIGATION WORK	$290.00
		06/23/2023	31375	343515112	MD#3 LANDSCAPE JUN23	$2,398.50
		06/23/2023	31375	346515112	MD#6 CLEAN UP 4/28/23	$6,768.00
		06/23/2023	31375	110515141	PARKS MOWING JUN 2023	$10,167.00
		06/23/2023	31375	341515112	MD#1 LANDSCAPE JUN23	$1,415.00
		06/23/2023	31375	347515112	MD#7 LANDSCAPE JUN23	$958.00
			NIEVES LANDSCAPE, INC.		**Total Check Amount:**	**$51,099.09**
V52033	PARSONS TRANSPORTATION GROUP	06/23/2023	25626	510707251	PROF SVCS THRU3/31/23	$4,740.94
			PARSONS TRANSPORTATION GROUP		**Total Check Amount:**	**$4,740.94**
V52034	PETE'S ROAD SERVICE, INC.	06/23/2023	3734	480515161	TIRE REPAIR #27008	$372.54
			PETE'S ROAD SERVICE, INC.		**Total Check Amount:**	**$372.54**
V52035	PRINT & FINISHING SOLUTIONS	06/23/2023	21135	110141441	REPROGRAPHCS SUPPLIES	$62.50
			PRINT & FINISHING SOLUTIONS		**Total Check Amount:**	**$62.50**
V52036	RICHARDS, WATSON & GERSHON	06/23/2023	8978	280323215	0001 GEN LGL SVCS MAR	$19.00
		06/23/2023	8978	440515122	0001 GEN LGL SVCS MAR	$2,907.00
		06/23/2023	8978	110111112	0001 GEN LGL SVCS MAR	$8,639.39
		06/23/2023	8978	840141412	0116 REIMB WORK MAR23	$15,219.00
		06/23/2023	8978	110111112	9999 GEN LGL SVCS MAR	$17,416.00
		06/23/2023	8978	110323213	9999 GEN LGL SVCS MAR	$440.00
		06/23/2023	8978	840141412	9999 GEN LGL SVCS MAR	$942.00
		06/23/2023	8978	110323213	0001 GEN LGL SVCS MAR	$209.00
		06/23/2023	8978	430515123	9999 GEN LGL SVCS MAR	$66.00
		06/23/2023	8978	440515122	9999 GEN LGL SVCS MAR	$4,784.00
			RICHARDS, WATSON & GERSHON		**Total Check Amount:**	**$50,641.39**
V52037	ROTH STAFFING COMPANIES LP	06/23/2023	27579	110222211	TEMP STAFF 6/4/2023	$1,773.16
			ROTH STAFFING COMPANIES LP		**Total Check Amount:**	**$1,773.16**
V52038	SIGNARAMA OF ANAHEIM	06/23/2023	12440	110515141	AROVISTA PARK SIGNS	$437.98
			SIGNARAMA OF ANAHEIM		**Total Check Amount:**	**$437.98**
V52039	SITEONE LANDSCAPE SUPPLY, LLC	06/23/2023	25942	110515141	RYEGRASS SEEDS	$207.11
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$207.11**
V52040	SO. CALIFORNIA FLEET SVCS. INC	06/23/2023	27570	480515161	TORQ CLAMP	$30.92
			SO. CALIFORNIA FLEET SVCS. INC		**Total Check Amount:**	**$30.92**
V52041	SOUTH COAST EMERGENCY VEHICLE SVC	06/23/2023	31883	480515161	AERIAL REPAIR #1830	$4,364.43
		06/23/2023	31883	480515161	ABS REPAIR	$1,132.26
		06/23/2023	31883	480515161	RELIEF VALVE	$290.36
			SOUTH COAST EMERGENCY VEHICLE SVC		**Total Check Amount:**	**$5,787.05**

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52042	STATE INDUSTRIAL PRODUCTS	06/23/2023	8572	110222223	LAUNDRY SUPPLIES	$559.82
			STATE INDUSTRIAL PRODUCTS		**Total Check Amount:**	**$559.82**
V52043	TECHNICOLOR PRINTING	06/23/2023	24354	110404424	STAFF HATS	$526.90
		06/23/2023	24354	110404424	STAFF SHIRTS	$890.02
			TECHNICOLOR PRINTING		**Total Check Amount:**	**$1,416.92**
V52044	THOMSON REUTERS - WEST	06/23/2023	22020	110111112	431851 LGL/RWG JUN23	$1,131.38
		06/23/2023	22020	110212121	CLRLAW ENF+ENT MAY23	$535.94
			THOMSON REUTERS - WEST		**Total Check Amount:**	**$1,667.32**
V52045	TOWNSEND PUBLIC AFFAIRS, INC.	06/23/2023	18881	110111145	CONSULTING SVCS JUN23	$1,375.00
		06/23/2023	18881	430111145	CONSULTING SVCS JUN23	$1,375.00
		06/23/2023	18881	410111145	CONSULTING SVCS JUN23	$1,375.00
		06/23/2023	18881	420111145	CONSULTING SVCS JUN23	$1,375.00
			TOWNSEND PUBLIC AFFAIRS, INC.		**Total Check Amount:**	**$5,500.00**
V52046	TROPICAL PLAZA NURSERY, INC	06/23/2023	2062	420515131	CITY RESERVOIRS JUN23	$1,662.15
		06/23/2023	2062	110515141	AROVISTA PARK BB POLE	$3,359.67
		06/23/2023	2062	110515143	GATEWAY CENTER JUN23	$1,438.50
		06/23/2023	2062	345515112	MD#5 LANDSCAPE JUN23	$2,726.85
			TROPICAL PLAZA NURSERY, INC		**Total Check Amount:**	**$9,187.17**
V52047	TURBO DATA SYSTEMS, INC.	06/23/2023	1472	110212122	CITATION PROC MAY23	$757.14
		06/23/2023	1472	110212122	HHTPM LEASE/MNT JUN23	$312.48
		06/23/2023	1472	110212131	CITATION PAPER	$915.88
			TURBO DATA SYSTEMS, INC.		**Total Check Amount:**	**$1,985.50**
V52048	UNDERGROUND SERVICE ALERT/SC	06/23/2023	4537	420515131	UGTICKETS WATER MAY23	$185.00
		06/23/2023	4537	420515131	DSB FEE 6/1/2023	$118.27
		06/23/2023	4537	420515131	DSB WTRDIST 6/1/2023	$64.99
		06/23/2023	4537	420515131	UGICKETS SEWER MAY23	$360.00
			UNDERGROUND SERVICE ALERT/SC		**Total Check Amount:**	**$728.26**
V52049	VINTAGE CREEK SENIOR APARTMENTS LP	06/23/2023	29395	270323218	SENIOR SUBSIDY JUL23	$508.00
			VINTAGE CREEK SENIOR APARTMENTS LP		**Total Check Amount:**	**$508.00**
V52050	WALTERS WHOLESALE ELECTRIC	06/23/2023	1667	490515151	LIGHTING PARTS	$211.49
		06/23/2023	1667	490515151	ELECTRICAL PARTS	$10.27
			WALTERS WHOLESALE ELECTRIC		**Total Check Amount:**	**$221.76**
V52051	WAXIE SANITARY SUPPLY	06/23/2023	3332	490515151	JANITORIAL SUPPLIES	$6,100.40
			WAXIE SANITARY SUPPLY		**Total Check Amount:**	**$6,100.40**
V52052	MATTHEW ERIC WENDLING	06/23/2023	27564	110212111	FIREARMS INSTR COURSE	$32.00
			MATTHEW ERIC WENDLING		**Total Check Amount:**	**$32.00**
V52053	RICHARD W. WILDMAN	06/23/2023	26129	110212111	MOTOROLA SAA TRNG	$148.00

City Disbursement Register

Between Jun 19, 2023 12:00 AM and Jun 23, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			RICHARD W. WILDMAN		**Total Check Amount:**	**$148.00**
					Voucher Subtotal	**$462,600.84**
					TOTAL	**$722,678.91**

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193049	ADT COMMERCIAL (PROTECTION ONE)	06/30/2023	30606	475141471	HALON INSP 5/30/2023	$429.19
		ADT COMMERCIAL (PROTECTION ONE)			**Total Check Amount:**	**$429.19**
193050	ARDURRA GROUP, INC.	06/30/2023	29147	510707479	ENGG SVCS NOV 2022	$231.25
		06/30/2023	29147	510707626	ENGG SVCS MAR 2023	$547.20
		06/30/2023	29147	510707633	ENGG SVCS NOV 2022	$190.00
		06/30/2023	29147	510707626	ENGG SVCS NOV 2022	$190.00
		06/30/2023	29147	510707631	ENGG SVCS NOV 2022	$190.00
		06/30/2023	29147	510707324	ENGG SVCS MAR 2023	$190.00
		06/30/2023	29147	510707329	ENGG SVCS MAR 2023	$547.20
		06/30/2023	29147	510707329	ENGG SVCS NOV 2022	$380.00
		06/30/2023	29147	510707466	ENGG SVCS MAR 2023	$499.70
		06/30/2023	29147	510707633	ENGG SVCS MAR 2023	$547.21
		06/30/2023	29147	510707466	ENGG SVCS NOV 2022	$190.00
		06/30/2023	29147	510707479	ENGG SVCS MAR 2023	$547.20
		06/30/2023	29147	510707609	ENGG SVCS MAR 2023	$547.20
		06/30/2023	29147	510707609	ENGG SVCS NOV 2022	$190.00
		06/30/2023	29147	510707631	ENGG SVCS MAR 2023	$547.21
		06/30/2023	29147	510707978	ENGG SVCS MAR 2023	$11,030.00
		ARDURRA GROUP, INC.			**Total Check Amount:**	**$16,564.17**
193051	ART AND SCIENCE LLC	06/30/2023	32364	110404541	NSU23 HONORARIUM	$250.00
		ART AND SCIENCE LLC			**Total Check Amount:**	**$250.00**
193052	ARTS ORANGE COUNTY	06/30/2023	3372	110404543	CA MP CONSULT JUN23	$7,142.85
		06/30/2023	3372	110404543	CA MP CONSULT MAY23	$7,142.85
		ARTS ORANGE COUNTY			**Total Check Amount:**	**$14,285.70**
193053	JOHN BARR	06/30/2023	32389	420	WATER ACCOUNT REFUND	$2.23
		JOHN BARR			**Total Check Amount:**	**$2.23**
193054	BEARD ELECTRIC, INC.	06/30/2023	19986	840000000	DEVELOPER FEE REFUND	$152.50
		BEARD ELECTRIC, INC.			**Total Check Amount:**	**$152.50**
193055	ISABEL BEAVERS	06/30/2023	32261	110404541	NSU23 HONORARIUM	$500.00
		ISABEL BEAVERS			**Total Check Amount:**	**$500.00**
193056	ALICE BUCKNELL	06/30/2023	32234	110404541	NSU23 HONORARIUM	$250.00
		ALICE BUCKNELL			**Total Check Amount:**	**$250.00**
193057	CHARTER COMMUNICATIONS	06/30/2023	31694	110212111	CABLE CHGS MAY/JUN23	$384.69
		06/30/2023	31694	110404211	CABLE CHGS MAY/JUN23	$245.55
		06/30/2023	31694	110111161	CABLE CHGS MAY/JUN23	$17.77
		06/30/2023	31694	110323212	CABLE CHGS MAY/JUN23	$86.80
		06/30/2023	31694	110111143	CABLE CHGS MAY/JUN23	$34.52
		06/30/2023	31694	110141481	CABLE CHGS MAY/JUN23	$17.77

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193057	CHARTER COMMUNICATIONS	06/30/2023	31694	110404521	CABLE CHGS MAY/JUN23	$38.67
		06/30/2023	31694	420515131	CABLE CHGS MAY/JUN23	$272.07
		06/30/2023	31694	490515151	CABLE CHGS MAY/JUN23	$17.77
		06/30/2023	31694	110111151	CABLE CHGS MAY/JUN23	$69.03
		06/30/2023	31694	110222211	CABLE CHGS MAY/JUN23	$71.06
		06/30/2023	31694	110404311	CABLE CHGS MAY/JUN23	$17.77
		CHARTER COMMUNICATIONS			**Total Check Amount:**	**$1,273.47**
193058	CHARTER COMMUNICATIONS	06/30/2023	31694	110111143	CABLE CHGS JUN/JUL23	$95.13
		CHARTER COMMUNICATIONS			**Total Check Amount:**	**$95.13**
193059	CINTAS	06/30/2023	24347	110404211	FIRST AID RESTOCK BCC	$180.16
		CINTAS			**Total Check Amount:**	**$180.16**
193060	HAL CLARK	06/30/2023	32379	420	WATER ACCOUNT REFUND	$64.70
		HAL CLARK			**Total Check Amount:**	**$64.70**
193061	COMMERCIAL AQUATIC SERVICES, INC.	06/30/2023	25513	110404422	BULK CHEMICALS	$2,284.34
		06/30/2023	25513	110404422	BULK CHEMICALS@PLUNGE	$1,823.33
		COMMERCIAL AQUATIC SERVICES, INC.			**Total Check Amount:**	**$4,107.67**
193062	HALEY COPELLO	06/30/2023	32372	110404421	CF23 BAND	$600.00
		HALEY COPELLO			**Total Check Amount:**	**$600.00**
193063	COUNTY OF ORANGE	06/30/2023	4799	110212122	OCATS/ROUTER MAR 2023	$1,104.51
		COUNTY OF ORANGE			**Total Check Amount:**	**$1,104.51**
193064	COUNTY OF ORANGE	06/30/2023	4799	110212122	AFIS FEES JUNE 2023	$1,726.00
		COUNTY OF ORANGE			**Total Check Amount:**	**$1,726.00**
193065	COUSYN GRADING & DEMOLITION INC	06/30/2023	30634	420	WATER ACCOUNT REFUND	$2,291.70
		COUSYN GRADING & DEMOLITION INC			**Total Check Amount:**	**$2,291.70**
193066	JOSEPH COVEY	06/30/2023	32205	110323231	PLANNING COMM 6-13-23	$50.00
		JOSEPH COVEY			**Total Check Amount:**	**$50.00**
193067	VANESSA COVEY	06/30/2023	32345	110	TRX REFUND FOR 3/13	$8.50
		VANESSA COVEY			**Total Check Amount:**	**$8.50**
193068	CRASH CHAMPIONS-BREA	06/30/2023	31635	480515161	ACCIDENT REPAIR #1430	$3,640.66
		CRASH CHAMPIONS-BREA			**Total Check Amount:**	**$3,640.66**
193069	CREATIVE BUS SALES, INC.	06/30/2023	32353	480515161	LIFT REPAIR	$1,017.49
		CREATIVE BUS SALES, INC.			**Total Check Amount:**	**$1,017.49**
193070	DELUXE BRANDED MARKETING	06/30/2023	29072	110111151	BREA LINE SUMMER 2023	$18,415.55
		DELUXE BRANDED MARKETING			**Total Check Amount:**	**$18,415.55**
193071	DIVERSIFIED THERMAL SERVICES	06/30/2023	32361	490515151	SAND FILTER REPAIR	$1,511.46
		DIVERSIFIED THERMAL SERVICES			**Total Check Amount:**	**$1,511.46**
193072	DMV RENEWAL	06/30/2023	3545	480515161	2023 RENEWAL 7MPB420	$217.00
		DMV RENEWAL			**Total Check Amount:**	**$217.00**

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193073	DMV RENEWAL	06/30/2023	3545	480515161	2023 RENEWAL 7MPB421	$217.00
			DMV RENEWAL		**Total Check Amount:**	**$217.00**
193074	DMV RENEWAL	06/30/2023	3545	480515161	2023 RENEWAL 8ETY578	$342.00
			DMV RENEWAL		**Total Check Amount:**	**$342.00**
193075	DONALD JOE DYKES	06/30/2023	31815	110404421	CF23 PONY RIDES	$1,700.00
			DONALD JOE DYKES		**Total Check Amount:**	**$1,700.00**
193076	ECONO AIR	06/30/2023	32390	420	WATER ACCOUNT REFUND	$130.79
			ECONO AIR		**Total Check Amount:**	**$130.79**
193077	SOUTHERN CALIFORNIA EDISON	06/30/2023	3343	360515145	JUNE 2023 ELECTRICTY	$830.95
		06/30/2023	3343	110515144	JUNE 2023 ELECTRICTY	$2,797.28
		06/30/2023	3343	110515121	JUNE 2023 ELECTRICITY	$6,360.55
		06/30/2023	3343	110515143	JUNE 2023 ELECTRICTY	$844.79
		06/30/2023	3343	110515141	JUNE 2023 ELECTRICTY	$3,299.27
		06/30/2023	3343	110515148	JUNE 2023 ELECTRICTY	$57.86
		06/30/2023	3343	490515151	JUNE 2023 ELECTRICTY	$26,190.53
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$40,381.23**
193078	EIDE BAILLY LLP	06/30/2023	29040	110141431	22/23 AUDIT - ACFR	$8,587.50
			EIDE BAILLY LLP		**Total Check Amount:**	**$8,587.50**
193079	EIDE BAILLY LLP	06/30/2023	29040	950000000	ILJAOC 22/23 AUDIT PL	$1,933.75
			EIDE BAILLY LLP		**Total Check Amount:**	**$1,933.75**
193080	EMPLOYMENT DEVELOPMENT DEPT	06/30/2023	7464	470141483	94400736 UI Q1 MAR23	$9,732.00
			EMPLOYMENT DEVELOPMENT DEPT		**Total Check Amount:**	**$9,732.00**
193081	ENCHANTED CHARACTERS	06/30/2023	28626	110404421	CF23 CHARACTERS (5)	$2,000.00
			ENCHANTED CHARACTERS		**Total Check Amount:**	**$2,000.00**
193082	PAMELA S. ENGEL	06/30/2023	32365	110000000	PD REPORT REQ REFUND	$3.00
			PAMELA S. ENGEL		**Total Check Amount:**	**$3.00**
193083	ENTERPRISE SECURITY, INC.	06/30/2023	18042	475141471	23/24 VELOCITY SW MNT	$1,590.82
			ENTERPRISE SECURITY, INC.		**Total Check Amount:**	**$1,590.82**
193084	ERIC W. GRUVER PHD	06/30/2023	7856	110141481	PRE-EMPL EVAL 6/13/23	$425.00
			ERIC W. GRUVER PHD		**Total Check Amount:**	**$425.00**
193085	VICTORIA ERUHIMOVITZ	06/30/2023	32258	110404541	NSU23 HONORARIUM	$250.00
			VICTORIA ERUHIMOVITZ		**Total Check Amount:**	**$250.00**
193086	FRANK ESPARZA	06/30/2023	32262	420	WATER ACCOUNT REFUND	$84.00
			FRANK ESPARZA		**Total Check Amount:**	**$84.00**
193087	EVAN'S GUN WORLD	06/30/2023	32333	110212131	RANGE FEES FEB 2023	$1,600.00
		06/30/2023	32333	110212131	RANGE FEES MAR 2023	$1,600.00
		06/30/2023	32333	110212131	RANGE FEES JAN 2023	$1,600.00
			EVAN'S GUN WORLD		**Total Check Amount:**	**$4,800.00**

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193088	FAIRWAY FORD	06/30/2023	28263	480515161	NEW2023 FORD EXPLORER	$42,799.20
			FAIRWAY FORD		**Total Check Amount:**	**$42,799.20**
193089	BEHNAZ FARAHI	06/30/2023	32228	110404541	NSU23 HONORARIUM	$250.00
			BEHNAZ FARAHI		**Total Check Amount:**	**$250.00**
193090	YARA FEGHALI	06/30/2023	32239	110404541	NSU23 HONORARIUM	$250.00
			YARA FEGHALI		**Total Check Amount:**	**$250.00**
193091	ALEXANDER J. FLYNN	06/30/2023	32260	110404541	NSU23 HONORARIUM	$250.00
			ALEXANDER J. FLYNN		**Total Check Amount:**	**$250.00**
193092	GENE FRANCIS	06/30/2023	32378	420	WATER ACCOUNT REFUND	$72.51
			GENE FRANCIS		**Total Check Amount:**	**$72.51**
193093	FRANCIS GERARD BUSA GACAD	06/30/2023	31521	110404542	PHOTOSHOOT-HFB23/SS23	$400.00
			FRANCIS GERARD BUSA GACAD		**Total Check Amount:**	**$400.00**
193094	GALVEZ QUALITY AUTO GLASS	06/30/2023	27010	480515161	WINDSHIELD REPAIR	$75.00
			GALVEZ QUALITY AUTO GLASS		**Total Check Amount:**	**$75.00**
193095	THE GAS COMPANY	06/30/2023	3749	490515151	JUNE 2023 GAS	$167.61
			THE GAS COMPANY		**Total Check Amount:**	**$167.61**
193096	GMS ELEVATOR SERVICES, INC.	06/30/2023	29109	110515125	MO. SVC:11 ELEV JUN23	$1,110.00
		06/30/2023	29109	490515151	MO. SVC:11 ELEV JUN23	$1,345.00
			GMS ELEVATOR SERVICES, INC.		**Total Check Amount:**	**$2,455.00**
193097	DANIEL HALES	06/30/2023	32393	420	WATER ACCOUNT REFUND	$135.08
			DANIEL HALES		**Total Check Amount:**	**$135.08**
193098	HAMILTON BIOLOGICAL, INC.	06/30/2023	32170	510707305	PROF SVCS 12/19-1/23	$5,000.00
			HAMILTON BIOLOGICAL, INC.		**Total Check Amount:**	**$5,000.00**
193099	ALEXIS HIGHTOWER	06/30/2023	32391	420	WATER ACCOUNT REFUND	$82.91
			ALEXIS HIGHTOWER		**Total Check Amount:**	**$82.91**
193100	HYDROPRO SOLUTIONS	06/30/2023	31845	420515131	WATER METERS+ENCODERS	$38,391.98
			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$38,391.98**
193101	IMPERIAL CAR WASH	06/30/2023	30976	480515161	CARWASH MAY 2023	$127.92
			IMPERIAL CAR WASH		**Total Check Amount:**	**$127.92**
193102	INTELLI-TECH	06/30/2023	8774	110141481	HP PROBOOK LAPTOPS(6)	$5,632.14
		06/30/2023	8774	110404542	FORTINET ACCESS POINT	$856.61
			INTELLI-TECH		**Total Check Amount:**	**$6,488.75**
193103	INTERACT EVENTS	06/30/2023	26742	110404421	CF23 SOUND SYSTEM	$3,460.00
		06/30/2023	26742	110404421	CF23 BOUNCER/OBS CRSE	$3,400.00
			INTERACT EVENTS		**Total Check Amount:**	**$6,860.00**
193104	JOTEVA STUDIO	06/30/2023	32237	110404541	NSU23 HONORARIUM	$250.00
			JOTEVA STUDIO		**Total Check Amount:**	**$250.00**
193105	JASON KIM	06/30/2023	32382	420	WATER ACCOUNT REFUND	$50.73

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			JASON KIM		**Total Check Amount:**	**$50.73**
193106	STEPHANIE KIM	06/30/2023	31430	420	WATER ACCOUNT REFUND	$86.25
			STEPHANIE KIM		**Total Check Amount:**	**$86.25**
193107	LAKEMAN CHASSIS	06/30/2023	12885	480515161	REPAIR SLIDERS	$85.00
			LAKEMAN CHASSIS		**Total Check Amount:**	**$85.00**
193108	LEON'S TRANSMISSION SERVICE, INC.	06/30/2023	12835	480515161	TRANSMISSION RPR #965	$4,548.00
			LEON'S TRANSMISSION SERVICE, INC.		**Total Check Amount:**	**$4,548.00**
193109	DANIEL LYAGGAH	06/30/2023	32386	420	WATER ACCOUNT REFUND	$29.21
			DANIEL LYAGGAH		**Total Check Amount:**	**$29.21**
193110	WILLIAM D. MADDEN	06/30/2023	32206	110323231	PLANNING COMM 6/13/23	$50.00
			WILLIAM D. MADDEN		**Total Check Amount:**	**$50.00**
193111	MARIPOSA LANDSCAPES, INC.	06/30/2023	27959	361515148	CITY FAC/TRAILS MAY23	$115.49
		06/30/2023	27959	110515148	CITY FAC/TRAILS MAY23	$2,120.27
		06/30/2023	27959	110515143	CITY FAC/TRAILS MAY23	$5,954.32
			MARIPOSA LANDSCAPES, INC.		**Total Check Amount:**	**$8,190.08**
193112	MILLER MENDEL, INC.	06/30/2023	31793	110212111	ESOPH BACKGRND SYSTEM	$542.23
			MILLER MENDEL, INC.		**Total Check Amount:**	**$542.23**
193113	MICHELLE MILLER	06/30/2023	32255	110404541	NSU23 HONORARIUM	$250.00
			MICHELLE MILLER		**Total Check Amount:**	**$250.00**
193114	MUNICIPAL MAINTENANCE EQUIPMENT INC	06/30/2023	27986	480515161	GASKET	$136.41
		06/30/2023	27986	480	GASKET - SALES TAX	($0.93)
			MUNICIPAL MAINTENANCE EQUIPMENT INC		**Total Check Amount:**	**$135.48**
193115	HEE NA	06/30/2023	32033	420	WATER ACCOUNT REFUND	$0.24
			HEE NA		**Total Check Amount:**	**$0.24**
193116	BRIAN NORWOOD	06/30/2023	32305	110404421	CF23 CARICATURES(BAL)	$200.00
			BRIAN NORWOOD		**Total Check Amount:**	**$200.00**
193117	ODP BUSINESS SOLUTIONS, LLC	06/30/2023	31709	110404521	OFFICE SUPPLIES	$103.07
		06/30/2023	31709	110212121	OFFICE SUPPLIES (P+E)	$315.28
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$418.35**
193118	SHERRY ORTIZ	06/30/2023	32394	420	WATER ACCOUNT REFUND	$87.30
			SHERRY ORTIZ		**Total Check Amount:**	**$87.30**
193119	KATHARINE PARSONS	06/30/2023	32241	110404541	NSU23 HONORARIUM	$250.00
			KATHARINE PARSONS		**Total Check Amount:**	**$250.00**
193120	PDR PROS, INC.	06/30/2023	32363	480515161	DENT REPAIR #963	$200.00
			PDR PROS, INC.		**Total Check Amount:**	**$200.00**
193121	BLAKE SCOTT PEREZ	06/30/2023	32207	110323231	PLANNING COMM 6/13/23	$50.00
			BLAKE SCOTT PEREZ		**Total Check Amount:**	**$50.00**
193122	BRIAN PEREZ	06/30/2023	32376	420	WATER ACCOUNT REFUND	$61.78

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			BRIAN PEREZ		**Total Check Amount:**	**$61.78**
193123	POWER PLUS	06/30/2023	19076	510707960	EQPT RENTAL JAN/FEB23	$763.00
		06/30/2023	19076	510707960	EQPT RENTAL APR/MAY23	$602.00
		06/30/2023	19076	510707960	EQPT RENTAL FEB/MAR23	$763.00
		06/30/2023	19076	510707960	EQPT RENTAL JAN 2023	$763.00
		06/30/2023	19076	510707960	EQPT RENTAL MAR/APR23	$763.00
		06/30/2023	19076	510707960	EQPT RENTAL MAY/JUN23	$763.00
			POWER PLUS		**Total Check Amount:**	**$4,417.00**
193124	PUENTE HILLS FORD	06/30/2023	25742	480515161	MANIFOLD KIT	$235.38
			PUENTE HILLS FORD		**Total Check Amount:**	**$235.38**
193125	PHILLIP HARI RAM	06/30/2023	32387	420	WATER ACCOUNT REFUND	$31.80
			PHILLIP HARI RAM		**Total Check Amount:**	**$31.80**
193126	ALI REHMAN	06/30/2023	32375	420	WATER ACCOUNT REFUND	$1,066.61
			ALI REHMAN		**Total Check Amount:**	**$1,066.61**
193127	RHYTHMIC ARTS ACADEMY OF DANCE	06/30/2023	32367	110	RENTAL DEPOSIT REFUND	$500.00
			RHYTHMIC ARTS ACADEMY OF DANCE		**Total Check Amount:**	**$500.00**
193128	ANTHONY RIVERA	06/30/2023	15974	110404421	CF23 RAININGHORSESHOE	$600.00
			ANTHONY RIVERA		**Total Check Amount:**	**$600.00**
193129	CYNTHIA RODRIGUEZ	06/30/2023	32385	420	WATER ACCOUNT REFUND	$25.13
			CYNTHIA RODRIGUEZ		**Total Check Amount:**	**$25.13**
193130	LAUREL RUDZIK	06/30/2023	32368	420	TEMP METER DEP REFUND	$1,903.75
			LAUREL RUDZIK		**Total Check Amount:**	**$1,903.75**
193131	SANTIAGO ROOFING INC.	06/30/2023	32388	840000000	DEVELOPER FEE REFUND	$335.00
			SANTIAGO ROOFING INC.		**Total Check Amount:**	**$335.00**
193132	SUSAN SAXE-CLIFFORD, PH.D.	06/30/2023	22693	110141481	PRE-EMPL EVAL 6/15	$400.00
			SUSAN SAXE-CLIFFORD, PH.D.		**Total Check Amount:**	**$400.00**
193133	MELANIE SCHLOTTERBECK	06/30/2023	27608	110323231	PLANNING COMM 6-13-23	$50.00
			MELANIE SCHLOTTERBECK		**Total Check Amount:**	**$50.00**
193134	SECURITY LINES US	06/30/2023	32374	110212141	SURVEILLANCECAM AB109	$10,230.86
			SECURITY LINES US		**Total Check Amount:**	**$10,230.86**
193135	SOLAR OPTIMUM	06/30/2023	32392	840000000	DEVELOPER FEE REFUND	$4,483.00
			SOLAR OPTIMUM		**Total Check Amount:**	**$4,483.00**
193136	SOS SURVIVAL PRODUCTS, INC.	06/30/2023	18968	110222213	EM SUPPLY KITS REFILL	$3,902.25
			SOS SURVIVAL PRODUCTS, INC.		**Total Check Amount:**	**$3,902.25**
193137	SOUTH COAST AIR QUALITY MGMT DIST	06/30/2023	10871	480515161	194692 HOT SPOTS FEE	$153.23
		06/30/2023	10871	480515161	194693 HOT SPOTS FEE	$153.23
			SOUTH COAST AIR QUALITY MGMT DIST		**Total Check Amount:**	**$306.46**
193138	SOUTH COAST AIR QUALITY MGMT DIST	06/30/2023	10871	480515161	174303 HOT SPOTS FEE	$153.23

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		SOUTH COAST AIR QUALITY MGMT DIST			**Total Check Amount:**	**$153.23**
193139	SOUTH COAST AIR QUALITY MGMT DIST	06/30/2023	10871	480515161	177216 HOT SPOTS FEE	$153.23
		SOUTH COAST AIR QUALITY MGMT DIST			**Total Check Amount:**	**$153.23**
193140	SOUTHLANDS CHRISTIAN SCHOOLS	06/30/2023	32396	110	RENTAL DEPOSIT REFUND	$500.00
		SOUTHLANDS CHRISTIAN SCHOOLS			**Total Check Amount:**	**$500.00**
193141	SPARKLETTS	06/30/2023	3001	110111161	CCC FOUNTNWTR MAY23	$8.98
		06/30/2023	3001	110111161	COUNCIL MTG WTR MAY23	$35.95
		SPARKLETTS			**Total Check Amount:**	**$44.93**
193142	SARA SUAREZ	06/30/2023	32257	110404541	NSU23 HONORARIUM	$250.00
		SARA SUAREZ			**Total Check Amount:**	**$250.00**
193143	SUSTAINABLE HOME CONSTRUCTION	06/30/2023	32383	840000000	DEVELOPER FEE REFUND	$370.00
		SUSTAINABLE HOME CONSTRUCTION			**Total Check Amount:**	**$370.00**
193144	T&B PLANNING, INC	06/30/2023	32116	84032323E	BREAGASLTCEQA MAY/JUN	$13,647.96
		T&B PLANNING, INC			**Total Check Amount:**	**$13,647.96**
193145	TRANSPORTATION CHARTER SERVICES	06/30/2023	27842	110404428	DAYCMP-ANGELS STADIUM	$1,877.10
		TRANSPORTATION CHARTER SERVICES			**Total Check Amount:**	**$1,877.10**
193146	TREECO ARBORIST, INC.	06/30/2023	3838	110515144	TOP SOIL-SPORTS PARK	$151.55
		TREECO ARBORIST, INC.			**Total Check Amount:**	**$151.55**
193147	CF UNITED LLC	06/30/2023	30700	480515161	CARWASH MAY 2023	$243.20
		CF UNITED LLC			**Total Check Amount:**	**$243.20**
193148	BRUCE WANG	06/30/2023	32381	420	WATER ACCOUNT REFUND	$114.32
		BRUCE WANG			**Total Check Amount:**	**$114.32**
193149	WANG, HUY	06/30/2023	32384	420	WATER ACCOUNT REFUND	$34.83
		WANG, HUY			**Total Check Amount:**	**$34.83**
193150	WILLIAM WINBERG	06/30/2023	32377	420	WATER ACCOUNT REFUND	$2.23
		WILLIAM WINBERG			**Total Check Amount:**	**$2.23**
193151	WILLIAM W WRIGHT	06/30/2023	32369	110000000	CITATION REFUND	$39.00
		WILLIAM W WRIGHT			**Total Check Amount:**	**$39.00**
					Check Subtotal	**$306,274.31**
V52054	ABBA TERMITE & PEST CONTROL	06/30/2023	15614	110515141	BEE SWARM REMOVAL	$245.00
		ABBA TERMITE & PEST CONTROL			**Total Check Amount:**	**$245.00**
V52055	ADAMSON POLICE PRODUCTS	06/30/2023	4023	110212111	VESTS	$1,624.87
		06/30/2023	4023	110212131	VEST	$812.44
		ADAMSON POLICE PRODUCTS			**Total Check Amount:**	**$2,437.31**
V52056	ANNA CHAVEZ AGUSTIN	06/30/2023	31862	110404215	ZUMBA/WELLNESS EXPO	$364.00
		ANNA CHAVEZ AGUSTIN			**Total Check Amount:**	**$364.00**
V52057	ALL CITY MANAGEMENT SERVICES INC	06/30/2023	6604	110212132	CROSSNG GRD 5/28-6/10	$1,288.50

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			ALL CITY MANAGEMENT SERVICES INC		**Total Check Amount:**	**$1,288.50**
V52058	ALLSTAR FIRE EQUIPMENT	06/30/2023	8353	110222221	HELMETS (RECRUITS)	$3,095.91
		06/30/2023	8353	110222221	HELMET ACCESSORIES	$337.25
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$3,433.16**
V52059	ALPHA MUSIC GROUP	06/30/2023	32352	110	AMG23 TICKET PAYOUT	$3,182.70
			ALPHA MUSIC GROUP		**Total Check Amount:**	**$3,182.70**
V52060	ALTERNATIVE HOSE, INC.	06/30/2023	18488	480515161	HOSE	$50.41
			ALTERNATIVE HOSE, INC.		**Total Check Amount:**	**$50.41**
V52061	ASBURY ENVIRONMENTAL SERVICES	06/30/2023	9144	480515161	OIL DISPOSAL 5/25	$95.00
			ASBURY ENVIRONMENTAL SERVICES		**Total Check Amount:**	**$95.00**
V52062	AVCOGAS PROPANE SALES & SERVICES	06/30/2023	22047	480515161	PROPANE FUEL 76.2 GSL	$188.89
			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$188.89**
V52063	B & S GRAPHICS INC.	06/30/2023	24357	480515161	DECALS	$32.33
			B & S GRAPHICS INC.		**Total Check Amount:**	**$32.33**
V52064	BEST LAWN MOWER SERVICE	06/30/2023	16230	480515161	TRIMMER HEADS	$135.25
			BEST LAWN MOWER SERVICE		**Total Check Amount:**	**$135.25**
V52065	BREA AUTO BODY, INC.	06/30/2023	27982	490515151	POWDER COAT CABINETS	$1,029.06
			BREA AUTO BODY, INC.		**Total Check Amount:**	**$1,029.06**
V52066	BUCKNAM INFRASTRUCTURE GROUP, INC	06/30/2023	23775	260515121	BIENNIAL PMP UPDATE	$8,347.52
			BUCKNAM INFRASTRUCTURE GROUP, INC		**Total Check Amount:**	**$8,347.52**
V52067	C. WELLS PIPELINE MATERIALS INC	06/30/2023	13055	420515131	PLUMBING SUPPLIES	$3,717.48
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$3,717.48**
V52068	CALIFORNIA HEALTH & SAFETY INC.	06/30/2023	15491	110222221	SCBA ACCESSORIES	$381.89
		06/30/2023	15491	172222221	SCBA ADAPTORS (55)	$24,999.89
			CALIFORNIA HEALTH & SAFETY INC.		**Total Check Amount:**	**$25,381.78**
V52069	CANON SOLUTIONS AMERICA, INC	06/30/2023	15260	110141441	PRINT CHGS MAY 2023	$524.94
		06/30/2023	15260	110141441	JUN 2023 COPIER LEASE	$1,072.12
			CANON SOLUTIONS AMERICA, INC		**Total Check Amount:**	**$1,597.06**
V52070	CBRE INC.-VALUATION & ADVISORY SVCS	06/30/2023	32395	510707946	U/P RAILWAY APPRAISAL	$20,000.00
			CBRE INC.-VALUATION & ADVISORY SVCS		**Total Check Amount:**	**$20,000.00**
V52071	COMLOCK SECURITY-GROUP	06/30/2023	13625	420515131	KEYS	$381.44
		06/30/2023	13625	490515151	CAMLOCKS (YARD)	$49.52
		06/30/2023	13625	490515151	KEY SVC:NEW OFFICES	$561.35
		06/30/2023	13625	490515151	KEYS	$14.01
			COMLOCK SECURITY-GROUP		**Total Check Amount:**	**$1,006.32**
V52072	DANIELS TIRE SERVICE	06/30/2023	3133	480515161	TIRES	$974.11
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$974.11**

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52073	ELLIOT AUTO SUPPLY CO., INC.	06/30/2023	3504	480515161	FUEL DOOR	$51.05
			ELLIOT AUTO SUPPLY CO., INC.		**Total Check Amount:**	**$51.05**
V52074	FRANK ENRIQUEZ	06/30/2023	19807	460141474	MILEAGE MAY 2023	$44.54
			FRANK ENRIQUEZ		**Total Check Amount:**	**$44.54**
V52075	ENTENMANN ROVIN COMPANY	06/30/2023	3457	110212111	F.T.O. BAR PINS	$284.45
		06/30/2023	3457	110222221	BADGES	$2,778.85
		06/30/2023	3457	110212111	BADGE REPAIR (1726)	$29.00
			ENTENMANN ROVIN COMPANY		**Total Check Amount:**	**$3,092.30**
V52076	EQUIPMENT DIRECT INC	06/30/2023	4522	110515121	RAIN GEAR	$733.24
		06/30/2023	4522	110515141	SAFETY EQUIPMENT	$543.65
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$1,276.89**
V52077	EWING IRRIGATION PRODUCTS, INC.	06/30/2023	5807	110515141	PLUMBING SUPPLIES	$363.34
			EWING IRRIGATION PRODUCTS, INC.		**Total Check Amount:**	**$363.34**
V52078	FIX AUTO LA HABRA	06/30/2023	28720	480515161	PAINT JOB 1464578	$6,247.33
			FIX AUTO LA HABRA		**Total Check Amount:**	**$6,247.33**
V52079	FLEET SERVICES	06/30/2023	5658	480515161	CHECK VALVE	$117.08
			FLEET SERVICES		**Total Check Amount:**	**$117.08**
V52080	FUSCOE ENGINEERING, INC.	06/30/2023	18052	410515132	NPDES S/W SVC MAY23	$2,966.23
		06/30/2023	18052	510707978	SWPPP REVIEW MAY 2023	$1,174.50
		06/30/2023	18052	510707978	WQMP REVIEW MAY 2023	$1,531.00
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$5,671.73**
V52081	GALE SUPPLY COMPANY	06/30/2023	21090	490515151	JANITORIAL SUPPLIES	$1,746.79
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$1,746.79**
V52082	GLASBY MAINTENANCE SUPPLY CO	06/30/2023	6802	490515151	JANITORIAL SUPPLIES	$47.37
			GLASBY MAINTENANCE SUPPLY CO		**Total Check Amount:**	**$47.37**
V52083	GRAINGER	06/30/2023	13634	480515161	TOOL BOX	$1,022.15
			GRAINGER		**Total Check Amount:**	**$1,022.15**
V52084	HAAKER EQUIPMENT CO.	06/30/2023	4297	480515161	PLATE LOCK	$153.88
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$153.88**
V52085	GABRIEL HANNAH	06/30/2023	17533	110404424	UMPIRE FEE 6/19/2023	$204.00
			GABRIEL HANNAH		**Total Check Amount:**	**$204.00**
V52086	HCI SYSTEMS INC	06/30/2023	25112	490515151	BCC KITCHEN HOOD INSP	$900.00
			HCI SYSTEMS INC		**Total Check Amount:**	**$900.00**
V52087	HI SIGN	06/30/2023	4693	480515161	DECAL INSTALL #2322	$888.94
			HI SIGN		**Total Check Amount:**	**$888.94**
V52088	HITECH SOFTWARE INC	06/30/2023	19937	110515125	CARCOUNT SYST MNT JUN	$1,452.00
			HITECH SOFTWARE INC		**Total Check Amount:**	**$1,452.00**
V52089	HOUSING PROGRAMS	06/30/2023	26542	290323215	CDBG APR-JUN 2023	$1,050.00

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52089	HOUSING PROGRAMS	06/30/2023	26542	290323215	CDBG APR-JUN PO ADJ	($1,050.00)
		06/30/2023	26542	290323215	CDBG APR-JUN23 NOTASK	$1,050.00
			HOUSING PROGRAMS		**Total Check Amount:**	**$1,050.00**
V52090	INK LINK INC	06/30/2023	22423	110404211	RETRACTABLE BANNER	$191.80
		06/30/2023	22423	110404154	WEDDING SHOW PATCHES	$487.42
		06/30/2023	22423	110404311	TABLECLOTH	$193.95
			INK LINK INC		**Total Check Amount:**	**$873.17**
V52091	INLAND ROUNDBALL OFFICIALS INC.	06/30/2023	31906	110404424	REFEREE FEE 6/15-6/20	$580.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$580.00**
V52092	INTERWEST CONSULTING GROUP, INC.	06/30/2023	28473	110515171	INSP SVCS DEC 2022	$945.00
		06/30/2023	28473	110000000	INSP SVCS DEC 2022	($5,445.00)
		06/30/2023	28473	110000000	INSP SVCS JUNE 2022	($4,814.00)
		06/30/2023	28473	110000000	INSP SVCS SEPT 2022	($5,557.50)
		06/30/2023	28473	110515171	INSP SVCS SEPT 2022	$682.50
		06/30/2023	28473	84051517I	INSP SVCS DEC 2022	$18,150.00
		06/30/2023	28473	84051517I	INSP SVCS JUNE 2022	$22,244.00
		06/30/2023	28473	84051517I	INSP SVCS SEPT 2022	$18,525.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$44,730.00**
V52093	IPARQ	06/30/2023	21583	110323241	PERMIT FEES MAY 2023	$456.45
		06/30/2023	21583	110323241	PERMIT SYST FEE JUN23	$100.00
			IPARQ		**Total Check Amount:**	**$556.45**
V52094	JAMISON ENGINEERING CONTRACTORS,INC	06/30/2023	15812	430515123	BRIARWOOD SEWER RPR	$3,692.06
		06/30/2023	15812	430515123	SWRLFTSTN PUMP RENTAL	$500.00
			JAMISON ENGINEERING CONTRACTORS,INC		**Total Check Amount:**	**$4,192.06**
V52095	JAX AUTO	06/30/2023	20187	480515161	SMOG TEST #1523	$59.95
			JAX AUTO		**Total Check Amount:**	**$59.95**
V52096	K PRO STONE CARE	06/30/2023	20535	490515151	BCC WINDOW LEAK RPR	$2,250.00
			K PRO STONE CARE		**Total Check Amount:**	**$2,250.00**
V52097	KEENAN & ASSOCIATES	06/30/2023	22439	470141483	2023 WORKERS'COMP #7	$10,951.25
			KEENAN & ASSOCIATES		**Total Check Amount:**	**$10,951.25**
V52098	JASON ANTHONY KILLEBREW	06/30/2023	31716	110323212	TRAINING EXPENSES	$7.86
		06/30/2023	31716	110323214	TRAINING EXPENSES	$7.85
			JASON ANTHONY KILLEBREW		**Total Check Amount:**	**$15.71**
V52099	KIMLEY-HORN AND ASSOCIATES, INC.	06/30/2023	26302	110323231	AHO UPDATE MAY 2023	$1,378.80
			KIMLEY-HORN AND ASSOCIATES, INC.		**Total Check Amount:**	**$1,378.80**
V52100	KOVATCH MOBILE EQUIPMENT CORP.	06/30/2023	13369	480515161	LEVEL SENSOR	$323.03
			KOVATCH MOBILE EQUIPMENT CORP.		**Total Check Amount:**	**$323.03**
V52101	KREUZER CONSULTING GROUP	06/30/2023	22072	510707965	GEOTECH-BERRY RR 3/31	$3,589.00

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			KREUZER CONSULTING GROUP		**Total Check Amount:**	**$3,589.00**
V52102	LEHR	06/30/2023	26035	480515161	CONTROL HEADS	$3,355.77
		06/30/2023	26035	110222211	LIGHT HEAD FLASHERS	$721.06
		06/30/2023	26035	110222211	LIGHTS	$368.07
			LEHR		**Total Check Amount:**	**$4,444.90**
V52103	LIFE-ASSIST, INC.	06/30/2023	10530	174222222	PM SUPPLIES FS2	$1,014.86
			LIFE-ASSIST, INC.		**Total Check Amount:**	**$1,014.86**
V52104	LINCOLN AQUATICS	06/30/2023	17902	490515151	CHEM FEED PUMP	$714.95
			LINCOLN AQUATICS		**Total Check Amount:**	**$714.95**
V52105	MADISON RAE MAHER	06/30/2023	30612	110212111	TRAINING MILEAGE	$131.98
			MADISON RAE MAHER		**Total Check Amount:**	**$131.98**
V52106	JAMIE KRISTINE MCDONALD	06/30/2023	23730	110212111	TRAINING MILEAGE	$20.24
			JAMIE KRISTINE MCDONALD		**Total Check Amount:**	**$20.24**
V52107	MICHAEL BAKER INTERNATIONAL, INC.	06/30/2023	31634	84032323E	PROF SVCS THRU 5/28	$680.00
			MICHAEL BAKER INTERNATIONAL, INC.		**Total Check Amount:**	**$680.00**
V52108	MINER, LTD	06/30/2023	27173	490515151	LOCK REPAIRS @ FS2	$2,352.63
		06/30/2023	27173	490515151	ANTENNA KIT @ FS3	$1,544.16
			MINER, LTD		**Total Check Amount:**	**$3,896.79**
V52109	CAITLIN MOHNEY	06/30/2023	29108	110404521	BSC YOGA MAY 2023	$120.00
			CAITLIN MOHNEY		**Total Check Amount:**	**$120.00**
V52110	MUNICIPAL WATER DISTRICT	06/30/2023	3784	420515131	WATER DELIVERY MAY23	$8,826.38
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$8,826.38**
V52111	MYERS AND SONS	06/30/2023	21624	110515121	STOP SIGNS-PUENTE/NW	$240.26
		06/30/2023	21624	110515121	TRAFFIC SAFETY CONES	$2,229.70
			MYERS AND SONS		**Total Check Amount:**	**$2,469.96**
V52112	BRENDA CAROL NAVARRO	06/30/2023	32370	110404521	ZUMBA GOLD MAY 2023	$35.00
			BRENDA CAROL NAVARRO		**Total Check Amount:**	**$35.00**
V52113	NEW PIG CORPORATION	06/30/2023	13534	410515124	CB FILTER SOCKS	$2,404.96
			NEW PIG CORPORATION		**Total Check Amount:**	**$2,404.96**
V52114	NIEVES LANDSCAPE, INC.	06/30/2023	31375	110515143	LANDSCAPE-POST OFFICE	$360.00
		06/30/2023	31375	110515143	MULCH (3 YDS) @ CCC	$255.00
		06/30/2023	31375	345515112	STUMP REMOVAL	$850.00
		06/30/2023	31375	110515143	LIMB REMOVAL - SR CTR	$240.00
			NIEVES LANDSCAPE, INC.		**Total Check Amount:**	**$1,705.00**
V52115	ORANGE COUNTY SANITATION DIST.	06/30/2023	14689	110	COMM SEWER FEES MAY23	$32,177.99
		06/30/2023	14689	110	RES SEWER FEES MAY23	$2,225.64
		06/30/2023	14689	110000000	RES SF 5% COLL MAY23	($111.29)
		06/30/2023	14689	110000000	COMM SF 5% COLL MAY23	($1,608.90)

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		ORANGE COUNTY SANITATION DIST.			**Total Check Amount:**	**$32,683.44**
V52116	PLACEWORKS, INC.	06/30/2023	26720	84032323E	BREA MALL CEQA MAY23	$6,630.28
		06/30/2023	26720	840141412	BREA MALL CEQA MAY23	$53.10
		PLACEWORKS, INC.			**Total Check Amount:**	**$6,683.38**
V52117	PLUMBING WHOLESALE OUTLET, INC.	06/30/2023	18392	110515141	PLUMBING SUPPLIES	$95.84
		PLUMBING WHOLESALE OUTLET, INC.			**Total Check Amount:**	**$95.84**
V52118	PRINT & FINISHING SOLUTIONS	06/30/2023	21135	110404425	LAMINATE ROLL (TT)	$484.55
		PRINT & FINISHING SOLUTIONS			**Total Check Amount:**	**$484.55**
V52119	PROFORCE LAW ENFORCEMENT	06/30/2023	25486	110212131	FIREARMS HOLSTERS	$490.27
		06/30/2023	25486	110212131	AMMUNITION	$1,848.99
		PROFORCE LAW ENFORCEMENT			**Total Check Amount:**	**$2,339.26**
V52120	PVP COMMUNICATIONS	06/30/2023	25744	110212132	MOTOR HELMET TECH	$1,364.34
		PVP COMMUNICATIONS			**Total Check Amount:**	**$1,364.34**
V52121	RCS INVESTIGATIONS & CONSULTING LLC	06/30/2023	22534	110212111	BCKGRND INVESTIGATION	$1,750.00
		RCS INVESTIGATIONS & CONSULTING LLC			**Total Check Amount:**	**$1,750.00**
V52122	RICHARDS, WATSON & GERSHON	06/30/2023	8978	410515132	162 STA ANA MS4 APR23	$43.00
		RICHARDS, WATSON & GERSHON			**Total Check Amount:**	**$43.00**
V52123	ROTH STAFFING COMPANIES LP	06/30/2023	27579	110222211	TEMP STAFF 6/11/2023	$1,436.48
		ROTH STAFFING COMPANIES LP			**Total Check Amount:**	**$1,436.48**
V52124	CYNTHIA MARGARET SCHWARTZ	06/30/2023	32371	110404521	ZUMBA GOLD MAY 2023	$80.00
		CYNTHIA MARGARET SCHWARTZ			**Total Check Amount:**	**$80.00**
V52125	SITEONE LANDSCAPE SUPPLY, LLC	06/30/2023	25942	110515125	VALVES (DOWNTOWN)	$341.63
		SITEONE LANDSCAPE SUPPLY, LLC			**Total Check Amount:**	**$341.63**
V52126	SOUTH COAST EMERGENCY VEHICLE SVC	06/30/2023	31883	480515161	SEAT BELTS	$814.10
		SOUTH COAST EMERGENCY VEHICLE SVC			**Total Check Amount:**	**$814.10**
V52127	SOUTHERN CALIFORNIA NEWS GROUP	06/30/2023	26287	510707975	LEGAL NOTICE MAR 2023	$778.72
		SOUTHERN CALIFORNIA NEWS GROUP			**Total Check Amount:**	**$778.72**
V52128	STATE INDUSTRIAL PRODUCTS	06/30/2023	8572	490515151	CLEANING PRODUCTS	$437.73
		STATE INDUSTRIAL PRODUCTS			**Total Check Amount:**	**$437.73**
V52129	TARGET SPECIALITY PRODUCTS	06/30/2023	19444	360515145	FERTILIZER	$1,424.43
		06/30/2023	19444	110515144	FERTILIZER	$1,424.44
		TARGET SPECIALITY PRODUCTS			**Total Check Amount:**	**$2,848.87**
V52130	UNITED ROTARY BRUSH CORPORATION	06/30/2023	16649	480515161	SWEEPER BROOMS	$409.45
		UNITED ROTARY BRUSH CORPORATION			**Total Check Amount:**	**$409.45**
V52131	VALLEY POWER SYSTEMS, INC.	06/30/2023	16506	480515161	EGR REPAIR #1202	$3,919.07
		VALLEY POWER SYSTEMS, INC.			**Total Check Amount:**	**$3,919.07**
V52132	WAXIE SANITARY SUPPLY	06/30/2023	3332	490515151	JANITORIAL SUPPLIES	$1,032.84

City Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			WAXIE SANITARY SUPPLY		**Total Check Amount:**	**$1,032.84**
V52133	WEST COAST ARBORISTS, INC.	06/30/2023	1556	110515142	HAUL MULCH	$661.95
		06/30/2023	1556	110515142	TREE MNT 5/16-5/31	$3,588.10
		06/30/2023	1556	110515141	TREE MNT-PARK 5/16-31	$5,530.14
		06/30/2023	1556	110515142	TREE ASSMNT 5/16-5/31	$7,722.75
			WEST COAST ARBORISTS, INC.		**Total Check Amount:**	**$17,502.94**
V52134	WEST COAST SAND & GRAVEL, INC.	06/30/2023	11519	420515131	SAND	$452.44
		06/30/2023	11519	420515131	BASE	$728.36
			WEST COAST SAND & GRAVEL, INC.		**Total Check Amount:**	**$1,180.80**
V52135	WESTCOAST SHIRTWORKS, INC.	06/30/2023	22572	110515111	DEPARTMENT APPAREL	$127.35
			WESTCOAST SHIRTWORKS, INC.		**Total Check Amount:**	**$127.35**
V52136	WADE WHITMAN	06/30/2023	32362	110515171	TRAINING MILEAGE	$129.38
			WADE WHITMAN		**Total Check Amount:**	**$129.38**
V52137	WILLDAN ENGINEERING	06/30/2023	12445	510707626	INSP SVCS DEC 2022	$37.80
		06/30/2023	12445	510707454	INSP SVCS DEC 2022	$166.95
		06/30/2023	12445	510707466	INSP SVCS DEC 2022	$110.25
			WILLDAN ENGINEERING		**Total Check Amount:**	**$315.00**
V52138	WILLDAN FINANCIAL SERVICES	06/30/2023	23058	875141431	ARBITRAGE:2010REFBOND	$1,000.00
			WILLDAN FINANCIAL SERVICES		**Total Check Amount:**	**$1,000.00**
					Voucher Subtotal	**$271,597.88**
W23021	THE BANK OF NEW YORK MELLON	06/30/2023	16062	420	2019 WTR REV REFUND BOND	$1,331,430.89
			THE BANK OF NEW YORK MELLON		**Total Check Amount:**	**$1,331,430.89**
W23022	THE BANK OF NEW YORK MELLON	06/30/2023	16062	420	2020 WTR REV REFUND BOND	$439,365.12
			THE BANK OF NEW YORK MELLON		**Total Check Amount:**	**$439,365.12**
W23023	THE BANK OF NEW YORK MELLON	06/30/2023	16062	420	2014 WATER REV BONDS	$441,589.63
			THE BANK OF NEW YORK MELLON		**Total Check Amount:**	**$441,589.63**
					Wire Subtotal	**$2,212,385.64**

TOTAL $2,790,257.83

City Disbursement Register

Between Jul 3, 2023 12:00 AM and Jul 7, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193152	AGILE OCCUPATIONAL MEDICINE PC	07/07/2023	32405	110141481	HR MED SVCS JUN 2023	$20.00
		AGILE OCCUPATIONAL MEDICINE PC			**Total Check Amount:**	**$20.00**
193153	AT&T	07/07/2023	22050	475141471	8393588709 6-11-23	$1,287.10
		07/07/2023	22050	475141471	9288469707 6-11-23	$1,898.98
		AT&T			**Total Check Amount:**	**$3,186.08**
193154	AT&T	07/07/2023	22390	475141471	7149110022 5/14-6/13	$207.70
		AT&T			**Total Check Amount:**	**$207.70**
193155	AT&T	07/07/2023	22390	475141471	7149110022 0614-0713	$217.73
		AT&T			**Total Check Amount:**	**$217.73**
193156	JANNA AVNER	07/07/2023	32402	110404541	NSU23 HONORARIUM	$250.00
		JANNA AVNER			**Total Check Amount:**	**$250.00**
193157	CINTAS	07/07/2023	24347	110404542	FIRSTAID RESTOCK THTR	$132.40
		CINTAS			**Total Check Amount:**	**$132.40**
193158	CODE 5 GROUP LLC	07/07/2023	30828	110212121	23/24 TRACKING SVCS	$6,000.00
		CODE 5 GROUP LLC			**Total Check Amount:**	**$6,000.00**
193159	COMPUTER PROTECTION TECHNOLOGY	07/07/2023	32398	475141471	UPS BATTERY REPL	$11,056.28
		COMPUTER PROTECTION TECHNOLOGY			**Total Check Amount:**	**$11,056.28**
193160	CLARAH DARDEN	07/07/2023	32408	110404542	2023 CONCERTS 7/12	$1,200.00
		CLARAH DARDEN			**Total Check Amount:**	**$1,200.00**
193161	DEPARTMENT OF WATER RESOURCES	07/07/2023	14195	420515131	23/24 ANNUAL DAM FEE	$8,117.00
		DEPARTMENT OF WATER RESOURCES			**Total Check Amount:**	**$8,117.00**
193162	SOUTHERN CALIFORNIA EDISON	07/07/2023	3343	110515121	JUNE 2023 ELECTRICITY	$2,779.54
		07/07/2023	3343	420515131	JUNE 2023 ELECTRICITY	$84,345.09
		SOUTHERN CALIFORNIA EDISON			**Total Check Amount:**	**$87,124.63**
193163	FRANCHISE TAX BOARD/ST OF CALIF	07/07/2023	12043	110	562312853 063023 PR	$1,124.13
		FRANCHISE TAX BOARD/ST OF CALIF			**Total Check Amount:**	**$1,124.13**
193164	FRANCHISE TAX BOARD/ST OF CALIF	07/07/2023	12043	110	571810253 063023 PR	$30.00
		FRANCHISE TAX BOARD/ST OF CALIF			**Total Check Amount:**	**$30.00**
193165	FRONTIER COMMUNICATIONS	07/07/2023	26183	475141471	5621820146 6/16-7/15	$42.01
		FRONTIER COMMUNICATIONS			**Total Check Amount:**	**$42.01**
193166	GENTRY BROTHERS, INC	07/07/2023	11923	510707322	C.HILLS PH2 PP4 MAY23	$564,155.58
		GENTRY BROTHERS, INC			**Total Check Amount:**	**$564,155.58**
193167	HERRON, BRANDEN	07/07/2023	28434	110404542	2023 CONCERTS 7/5	$500.00
		HERRON, BRANDEN			**Total Check Amount:**	**$500.00**
193168	HYDROPRO SOLUTIONS	07/07/2023	31845	420515131	WATER METERS+ENCODERS	$12,880.66
		HYDROPRO SOLUTIONS			**Total Check Amount:**	**$12,880.66**
193169	ICMA MEMBERSHIP RENEWALS	07/07/2023	3015	110111143	23/24 MEMB RENEWAL	$1,200.00

City Disbursement Register

Between Jul 3, 2023 12:00 AM and Jul 7, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			ICMA MEMBERSHIP RENEWALS		**Total Check Amount:**	**$1,200.00**
193170	JART DIRECT MAIL SERVICES	07/07/2023	8634	110404542	23/24 BROCHURE PRNTNG	$11,683.82
			JART DIRECT MAIL SERVICES		**Total Check Amount:**	**$11,683.82**
193171	LIFTGATE SERVICE	07/07/2023	31985	480515161	LIFTGATE INSTALL	$4,570.40
			LIFTGATE SERVICE		**Total Check Amount:**	**$4,570.40**
193172	MILLER MENDEL, INC.	07/07/2023	31793	110212111	23/24 BACKGRND SYSTEM	$3,453.35
			MILLER MENDEL, INC.		**Total Check Amount:**	**$3,453.35**
193173	MIWALL CORPORATION	07/07/2023	32397	110212134	SWAT AMMUNITION	$3,448.35
			MIWALL CORPORATION		**Total Check Amount:**	**$3,448.35**
193174	MOVIES BY KIDS OC, LLC	07/07/2023	31857	110404145	SUMMER 2023 CLASSES	$1,521.00
			MOVIES BY KIDS OC, LLC		**Total Check Amount:**	**$1,521.00**
193175	NATIONAL BLACK POLICE ASSOC CORP	07/07/2023	32366	110212111	NBPA TRNG-NASHVILLE	$750.00
			NATIONAL BLACK POLICE ASSOC CORP		**Total Check Amount:**	**$750.00**
193176	ODP BUSINESS SOLUTIONS, LLC	07/07/2023	31709	110141441	OFFICE SUPPLIES	$156.44
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$156.44**
193177	PTS MARKETING GROUP	07/07/2023	31560	110404154	PRESENTATION FOLDERS	$1,013.00
		07/07/2023	31560	110404211	PRESENTATION FOLDERS	$870.47
			PTS MARKETING GROUP		**Total Check Amount:**	**$1,883.47**
193178	NATASHA M. RINDT	07/07/2023	32403	110404542	MICA23 POPULAR CHOICE	$100.00
			NATASHA M. RINDT		**Total Check Amount:**	**$100.00**
193179	SUSAN SAXE-CLIFFORD, PH.D.	07/07/2023	22693	110141481	PRE-EMPL EVAL JUN23	$1,600.00
			SUSAN SAXE-CLIFFORD, PH.D.		**Total Check Amount:**	**$1,600.00**
193180	SOUTH COAST AIR QUALITY MGMT DIST	07/07/2023	10871	480515161	6714 EMISSIONS FEE	$160.35
		07/07/2023	10871	480515161	6714 RENEWAL FEE	$3,327.96
			SOUTH COAST AIR QUALITY MGMT DIST		**Total Check Amount:**	**$3,488.31**
193181	T-MOBILE	07/07/2023	24748	110212121	TIMING ADV JUNE 2022	$150.00
			T-MOBILE		**Total Check Amount:**	**$150.00**
193182	TURNOUT MAINTENANCE COMPANY, LLC	07/07/2023	19898	110222221	PATCH APPLICATION	$403.95
			TURNOUT MAINTENANCE COMPANY, LLC		**Total Check Amount:**	**$403.95**
					Check Subtotal	**$730,653.29**
V52139	THE ADVANTAGE GROUP	07/07/2023	24539	110141481	CREDIT TO INV #157747	($9.00)
		07/07/2023	24539	110141481	FLEX ADMIN/PROC MAY23	$437.00
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$428.00**
V52140	BPSEA MEMORIAL FOUNDATION	07/07/2023	14990	110	4050 MEMORIAL 063023	$133.00
			BPSEA MEMORIAL FOUNDATION		**Total Check Amount:**	**$133.00**
V52141	BREA CITY EMPLOYEES ASSOCIATION	07/07/2023	3236	110	4005 BCEA MEMB 063023	$720.00
			BREA CITY EMPLOYEES ASSOCIATION		**Total Check Amount:**	**$720.00**

City Disbursement Register

Between Jul 3, 2023 12:00 AM and Jul 7, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52142	BREA/ORANGE COUNTY PLUMBING	07/07/2023	3781	490515151	WATER LEAK RPR @ FS2	$1,036.75
		07/07/2023	3781	490515151	WATER LEAK RPR @ FS3	$2,824.59
		BREA/ORANGE COUNTY PLUMBING			**Total Check Amount:**	**$3,861.34**
V52143	CLINICAL LABORATORY OF	07/07/2023	3390	420515131	WATER QUALITY MAY23	$1,573.20
		CLINICAL LABORATORY OF			**Total Check Amount:**	**$1,573.20**
V52144	CPS HR CONSULTING	07/07/2023	2971	110141481	LAW ENF-SGT EXAM	$598.00
		07/07/2023	2971	110141481	REBATE:ACCTCLERK EXAM	($175.00)
		07/07/2023	2971	110141481	REBATE:EXEC ASST EXAM	($70.00)
		07/07/2023	2971	110141481	REBATE:LAW ENF EXAM	($35.00)
		CPS HR CONSULTING			**Total Check Amount:**	**$318.00**
V52145	DESTINATION SCIENCE	07/07/2023	31217	110404145	SCIENCE CAMPS	$9,077.28
		DESTINATION SCIENCE			**Total Check Amount:**	**$9,077.28**
V52146	E.J. WARD INC	07/07/2023	11309	480515161	PROGRAM SUPPORT NOV22	$252.00
		07/07/2023	11309	480515161	PROGRAM SUPPORT OCT22	$180.00
		E.J. WARD INC			**Total Check Amount:**	**$432.00**
V52147	EQUIPMENT DIRECT INC	07/07/2023	4522	480515161	GLOVES	$207.42
		EQUIPMENT DIRECT INC			**Total Check Amount:**	**$207.42**
V52148	EVERNORTH BEHAVIORAL HEALTH INC.	07/07/2023	26628	110141481	EAP SVCS JUL 2023	$1,099.40
		EVERNORTH BEHAVIORAL HEALTH INC.			**Total Check Amount:**	**$1,099.40**
V52149	GAIL EVERTSEN	07/07/2023	10141	110212111	PD ADMIN UNIFORM	$109.92
		GAIL EVERTSEN			**Total Check Amount:**	**$109.92**
V52150	DILLON JAMES FETTY	07/07/2023	31649	174222222	PARAMEDIC TESTS+REQ	$1,074.41
		DILLON JAMES FETTY			**Total Check Amount:**	**$1,074.41**
V52151	FUN WITH HORSES	07/07/2023	15171	110404145	HORSE FUN CLASSES	$2,100.00
		FUN WITH HORSES			**Total Check Amount:**	**$2,100.00**
V52152	GABRIEL HANNAH	07/07/2023	17533	110404424	UMPIRE FEE 6/25-6/26	$372.00
		GABRIEL HANNAH			**Total Check Amount:**	**$372.00**
V52153	HOLLY ELECTRIC INC.	07/07/2023	27530	346515112	LT RPR POLE #5	$823.31
		HOLLY ELECTRIC INC.			**Total Check Amount:**	**$823.31**
V52154	INLAND ROUNDBALL OFFICIALS INC.	07/07/2023	31906	110404424	REFEREE FEE 6/22-6/27	$1,420.00
		INLAND ROUNDBALL OFFICIALS INC.			**Total Check Amount:**	**$1,420.00**
V52155	ITRON, INC.	07/07/2023	3773	420141421	ENDPOINTS HW/SW MNT	$12,888.96
		ITRON, INC.			**Total Check Amount:**	**$12,888.96**
V52156	KELLY SPICERS	07/07/2023	18883	110141441	PAPER	$2,155.00
		KELLY SPICERS			**Total Check Amount:**	**$2,155.00**
V52157	OC YOUTH SPORTS LLC	07/07/2023	31859	110404145	MULTI-SPORT/SPORTBALL	$3,348.00
		OC YOUTH SPORTS LLC			**Total Check Amount:**	**$3,348.00**
V52158	JOSHUA STEVE ORDONEZ	07/07/2023	32406	110212111	MILEAGE JUN 2023	$14.68

City Disbursement Register

Between Jul 3, 2023 12:00 AM and Jul 7, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			JOSHUA STEVE ORDONEZ		**Total Check Amount:**	**$14.68**
V52159	JIA ZHI (GEORGE) PAN	07/07/2023	31796	110404145	GOLF LESSONS	$825.00
			JIA ZHI (GEORGE) PAN		**Total Check Amount:**	**$825.00**
V52160	PTS COMMUNICATIONS, INC.	07/07/2023	31947	475141471	7147920398 JUL 2023	$75.00
			PTS COMMUNICATIONS, INC.		**Total Check Amount:**	**$75.00**
V52161	QUADIENT LEASING USA, INC	07/07/2023	30262	110141441	INK TANK	$215.98
			QUADIENT LEASING USA, INC		**Total Check Amount:**	**$215.98**
V52162	QUARTECH CORRECTIONS LLC	07/07/2023	29933	950000000	ILJAOC IP SUPP MAY23	$7,400.00
		07/07/2023	29933	951000000	ILJAOC PCDEC MAY 2023	$18,225.00
			QUARTECH CORRECTIONS LLC		**Total Check Amount:**	**$25,625.00**
V52163	ROLLINS, INC DBA ORKIN, LLC.	07/07/2023	30616	110515125	PEST CONTROL MAY 2023	$345.00
		07/07/2023	30616	110515141	PEST CONTROL MAY 2023	$240.00
		07/07/2023	30616	420515131	PEST CONTROL MAY 2023	$75.00
		07/07/2023	30616	490515151	PEST CONTROL MAY 2023	$1,335.00
			ROLLINS, INC DBA ORKIN, LLC.		**Total Check Amount:**	**$1,995.00**
V52164	ROTH STAFFING COMPANIES LP	07/07/2023	27579	110222211	TEMP STAFF 6/18/2023	$1,773.16
			ROTH STAFFING COMPANIES LP		**Total Check Amount:**	**$1,773.16**
V52165	SMART & FINAL	07/07/2023	3269	110404217	TEEN ZONE SNACKS	$41.68
			SMART & FINAL		**Total Check Amount:**	**$41.68**
V52166	TENNIS ANYONE ACADEMY	07/07/2023	12688	110404145	TENNIS LESSONS	$1,174.10
			TENNIS ANYONE ACADEMY		**Total Check Amount:**	**$1,174.10**
V52167	TRINITY SOUND COMPANY	07/07/2023	11364	110404542	2023 CONCERTS 7/12	$1,045.50
		07/07/2023	11364	110404542	2023 CONCERTS 7/5	$1,045.50
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$2,091.00**
V52168	TUMBLE-N-KIDS INC.	07/07/2023	32167	110404145	GYMNASTICS	$2,880.00
			TUMBLE-N-KIDS INC.		**Total Check Amount:**	**$2,880.00**
V52169	TYLER TECHNOLOGIES, INC.	07/07/2023	25937	951	ILJAOC 23/24 BRAZOS	$45,770.67
		07/07/2023	25937	951	ILJAOC ECITATION - GG	$17,196.00
			TYLER TECHNOLOGIES, INC.		**Total Check Amount:**	**$62,966.67**
V52170	VIDO SAMARZICH, INC	07/07/2023	22565	510707454	PROG PYMT #11 APR-MAY	$89,454.61
		07/07/2023	22565	510707466	PROG PYMT #11 APR-MAY	$214,691.07
		07/07/2023	22565	510707626	PROG PYMT #11 APR-MAY	$53,672.77
			VIDO SAMARZICH, INC		**Total Check Amount:**	**$357,818.45**
V52171	WEST COAST ARBORISTS, INC.	07/07/2023	1556	110515141	TREE MNT(PARK) 6/1-15	$26,364.45
		07/07/2023	1556	110515142	TREE MNT 6/1-6/15/23	$14,644.98
		07/07/2023	1556	343515112	TREE ASSMNT 6/1-6/15	$1,878.39
		07/07/2023	1556	346515112	TREE ASSMNT 6/1-6/15	$1,878.40
			WEST COAST ARBORISTS, INC.		**Total Check Amount:**	**$44,766.22**

City Disbursement Register

Between Jul 3, 2023 12:00 AM and Jul 7, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52172	WESTERN GOLF PROPERTIES, LLC	07/07/2023	29071	465000000	BIRCH HLLS S/TX JUN23	$5,138.29
		07/07/2023	29071	465000000	BIRCH HLLS TIPS JUN23	$8,392.48
		07/07/2023	29071	465000000	BREA CREEK S/TX JUN23	$1,180.51
		07/07/2023	29071	465515149	BIRCH HILLS CGS JUN23	$26,369.02
		07/07/2023	29071	465515149	BIRCH HLLS MGMT JUN23	$146,981.25
		07/07/2023	29071	465515149	BREA CREEK CGS JUN23	$8,768.32
		07/07/2023	29071	465515149	BREA CREEK MGMT JUN23	$60,542.30
		WESTERN GOLF PROPERTIES, LLC			**Total Check Amount:**	**$257,372.17**
V52173	WILLDAN ENGINEERING	07/07/2023	12445	110000000	INSP SVCS THRU 7/29	($4,647.00)
		07/07/2023	12445	110000000	INSP SVCS THRU 8/26	($4,052.00)
		07/07/2023	12445	110515171	INSP SVCS THRU 7/29	$522.00
		07/07/2023	12445	110515171	INSP SVCS THRU 8/26	$1,044.00
		07/07/2023	12445	84051517I	INSP SVCS THRU 7/29	$21,525.00
		07/07/2023	12445	84051517I	INSP SVCS THRU 8/26	$18,900.00
		WILLDAN ENGINEERING			**Total Check Amount:**	**$33,292.00**
					Voucher Subtotal	**$835,067.35**
					TOTAL	**$1,565,720.64**

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 07/18/2023

SUBJECT: June 30, 2023 Successor Agency Disbursement Register

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Revenue Manager
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

06-30-2023 SA Disbursement Register

Successor Agency Disbursement Register

Between Jun 26, 2023 12:00 AM and Jun 30, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2849	CITY OF BREA	06/30/2023	1003	813	REIMBURSEMENT	$0.00
			CITY OF BREA		**Total Check Amount:**	**$0.00**
2850	CITY OF BREA	06/30/2023	1003	813	REIMBURSEMENT	$7,889.00
			CITY OF BREA		**Total Check Amount:**	**$7,889.00**

Overall - Total $7,889.00