

AGENDA

**Regular Meeting of the Bradbury City Council
To be held on Tuesday, May 21, 2024
Closed Session Immediately Following
at the Bradbury Civic Center
600 Winston Avenue, Bradbury, CA 91008**

OPEN SESSION 7:00 PM

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For Information" or "For Discussion" may also be subject of an "action" taken by the Board or a Committee at the same meeting.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Barakat, Mayor Pro Tem Hale, Councilmembers Lathrop, Lewis & Bruny.

APPROVAL OF THE AGENDA: Majority Vote of City Council to proceed with City Business

DISCLOSURE OF ITEMS REQUIRED BY GOVERNMENT CODE SECTION 1090 & 81000 ET.SEQ.

1. PUBLIC COMMENT

Anyone wishing to address the City Council on any matter that is not on the agenda for a public hearing may do so at this time. Please state your name and address clearly for the record and limit your remarks to five minutes.

Please note that while the City Council values your comments, the City Council cannot respond nor take action until such time as the matter may appear on a forthcoming agenda.

Routine requests for action should be referred to City staff during normal business hours, 8:30am - 5:00pm, Monday through Friday, at 626.358.3218.

The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a city public meeting. Please call the City Manager at 626.358.3218 at least 48 hours prior to the scheduled meeting for special assistance.

ACTION ITEMS*

2. CONSENT CALENDAR

All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Council Member request otherwise, in which case the item will be removed and considered by separate action. All Resolutions and Ordinances for Second Reading on the Consent Calendar, the motion will be deemed to "to waive the reading and adopt."

- A. Minutes: Regular Meeting, Tuesday, April 16, 2024.
- B. Monthly Investment Report for the month of April, 2024
- C. Resolution No. 24-08. Demands & Warrants for May 2024.

3. APPROVAL OF UPDATED COSTS, PLANS, CONTRACT SPECIFICATIONS AND ADDENDUM TO ENVIRONMENTAL DOCUMENTS FOR THE BRADBURY ROAD WIDENING PROJECT

Modifications to the Bradbury Road Widening Project have been made as a result of a litigation settlement agreement. Project alterations include updated plans, contract specifications, and an Addendum to review the changes proposed by the Modified Project. It is recommended that the City Council: 1) Approve the Project's new total cost estimate of \$636,964; 2) Approve the new plans and specifics and authorize the City Engineer to advertise and receive formal bids; and 3) Approve the Addendum to the Final IS/MND Document and Mitigated Measures for the Project.

4. PROPOSED FORECAST OF FISCAL YEAR 2024-2025

This item discusses the proposed upcoming budget and reviews the City's resource priorities. After the discussion, Staff will bring back the budget, with any appropriate resolutions, to the June City Council meeting for adoption.

5. DISCUSSION ON CITYWIDE STREET SIGN REPLACEMENT

This item prompts a discussion about the current condition of city street signs and potential replacement. It is recommended that the City Council provide direction to Staff regarding the desired approach for new street signage throughout the City. After direction is received, Staff will return with an accurate cost estimate for replacement.

6. DISCUSSION ON BRADBURY NIGHT OUT AUDIO AND CSARTS JAZZ BAND

As mentioned by Councilmember Lathrop at the April 16th City Council meeting, Staff has been dialoging with the California School of Arts – San Gabriel Valley about the possibility of having their small jazz band play live music at the upcoming Bradbury Night Out event. To accommodate the band for optimal sound for the front and behind city hall, Staff has received an upgraded audio rental estimate. Further, the Public Safety Committee expressed concerns to Staff about the noise levels of the band being too loud and disruptive for the guest animals. It is recommended that the City Council direct staff on how to proceed with the upgraded audio rental estimate and placement of the band in relation to the animals.

7. DISCUSSION ON CITY COUNCIL ACCESS TO CITY HALL

At the request of Mayor Barakat, this item discusses the possibility of granting Bradbury City Council Members access to the Bradbury Civic Center and installing an external keypad to the council chambers door. It is recommended that the City Council direct Staff on how to proceed.

8. MATTERS FROM THE CITY MANAGER

- a. Bradbury Night Out: June 20, 2024

9. MATTERS FROM THE CITY ATTORNEY

10. MATTERS FROM THE CITY COUNCIL

Mayor Barakat

*LA County Sanitation Districts
LA County City Selection Committee
Director of Bradbury Disaster Committee
So. California Joint Powers Insurance Authority*

Mayor Pro Tem Hale

Councilmember Lathrop

*League of California Cities
Duarte Community Education Council (CEC)*

Councilmember Bruny

*Area "D" Office of Disaster Management
Duarte Education Foundation
Foothill Transit*

Councilmember Lewis

11. ITEMS FOR FUTURE AGENDAS

CLOSED SESSION

CALL TO ORDER/ROLL CALL

PUBLIC COMMENT – REGARDING CLOSED SESSION ONLY

RECESS TO CLOSED SESSION REGARDING:

A. Public Employee Performance Evaluation

Government Code Section 54957 (b)(4)

Title: City Manager

B. Conference with Labor Negotiator

Agency Negotiator:

Cary S. Reisman, City Attorney

Unrepresented Employee:

City Manager

Authority Gov't Code Section:

54957.6

REPORT FROM CLOSED SESSION

ADJOURNMENT:

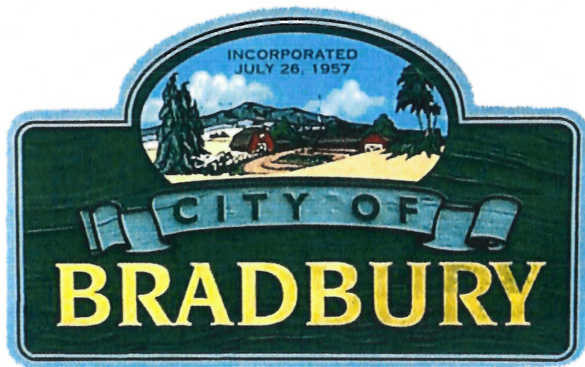
The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, June 18, 2024 at 7:00 p.m.

* ACTION ITEMS: Regardless of a staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject or continue such item. Further information on each item may be procured from City Hall.

"I, Diane Jensen, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate by 5:00pm on Friday, May 17, 2024."



City Clerk – City of Bradbury



MINUTES

**CITY COUNCIL
OF THE CITY OF BRADBURY
REGULAR MEETING
Tuesday, April 16, 2024 – 7:00 P.M.
BRADBURY CIVIC CENTER
600 Winston Avenue, Bradbury, CA 91008**

CALL TO ORDER

The Regular Meeting of the City Council of the City of Bradbury was called to order by Mayor Barakat at 7:00 pm.

ROLL CALL -

PRESENT: Mayor Barakat, Mayor Pro Tem Hale and Councilmembers Lathrop, Lewis and Bruny.
ABSENT: None.
STAFF: City Manager Kearney, City Clerk Jensen, Management Analyst Flores, and City Attorney Reisman.

APPROVAL OF AGENDA:

Councilmember Lewis made a motion to approve the agenda with Mayor Pro Tem Hale seconding that motion which passed unanimously, 5:0. The Council proceeded with the City of Bradbury business.

DISCLOSURE OF ITEMS REQUIRED BY GOVERNMENT CODE SECTION 1090 & 81000 ET. SEQ. *In compliance with the California Political Reform Act, each City Councilmembers has the responsibility to disclose direct or indirect potential for a personal financial impact as a result of participation in the decision-making process concerning agenda items.*

Councilmember Lewis asked Attorney Reisman if there was a conflict of interest discussing issues concerning the City of Bradbury and the Bradbury Estates Community Serviced District (CSD) when two councilmembers live in the Bradbury Estates? Attorney Reisman said that because the councilmembers are not voting members of the CSD, there is no conflict.

PUBLIC COMMENT

There was no public comment.

ACTION ITEMS*

1. CONSENT CALENDAR

All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Council Member request otherwise, in which case the item will be removed and considered by separate action. All Resolutions and Ordinances for Second Reading on the Consent Calendar, the motion will be deemed to "to waive the reading and adopt."

- A. Minutes: Regular Meeting, Tuesday, March 19, 2024.
- B. Monthly Investment Report for the month of March, 2024
- C. Resolution No. 24-07. Demands & Warrants for April, 2024.
- D. Ordinance No. 391 – Adoption. An Ordinance of the City Council of the City of Bradbury Amending the Bradbury Municipal Code Regarding Fence, Wall and Hedge Heights on Residential Properties and Court Lighting.

Prior to voting on the Consent Calendar, City Manager Kearney discussed two changes:

- 1. A. Minutes: Page 2; Action Item #2; So that the timeline was correct, the two lines beginning with, "Mayor Pro Tem Hale made a motion..." moved to bottom of page after "d. Lindsay Laughty" statement.
- 2. C. Resolution 24-07; Page 2. Check #17916 – pulling check.

Councilmember Lewis moved to approve the changes to the Consent Calendar and Councilmember Bruny seconded the motion. The motion passed 5:0.

2. BRADBURY ROAD WIDENING PROJECT UPDATE AND COMMUNITY DISCUSSION ON RETAINING WALL & LANDSCAPING AESTHETICS

The March 18, 2024 Settlement Agreement stipulated for two meetings. The first meeting being today and the second yet to be scheduled. No disagreements with the timeline.

Mayor Barakat solicited public comment and Susan Pilcher of Monrovia was the only speaker commenting she was in agreement with the Settlement Agreement and would be attending the subsequent meetings. There was an email received by a Monrovia resident, Jeannie Hogan, which is attached to these Minutes.

Council agreed to schedule the second meeting on April 30th at 6:00 pm at Bradbury Civic Center with Mayor Pro Tem Hale and Councilmember Bruny in attendance.

3. APPROVAL OF PUBLIC WORKS SERVICES AGREEMENT BETWEEN THE CITY OF BRADBURY & THE BRADBURY ESTATES COMMUNITY SERVICES DISTRICT

At the request of Councilmember Lathrop, an agreement was proposed between the City of Bradbury and the CSD. The agreement did not receive a motion so the agreement was not approved.

4. MATTERS FROM THE CITY MANAGER Nothing to Report.

5. MATTERS FROM THE CITY ATTORNEY

Advised that a Notice of Community Discussion should be mailed 10 days prior to second community meeting which is on April 30th at 6:00 pm.

6. MATTERS FROM THE CITY COUNCIL

<i>Mayor Barakat</i>	<i>NONE</i>
<i>Mayor Pro Tem Hale</i>	<i>NONE</i>
<i>Councilmember Lathrop</i>	<i>Suggested C.S. Arts Academy Jazz Band perform at Bradbury Night Out with a \$500 donation.</i>
<i>Councilmember Bruny</i>	<i>NONE</i>
<i>Councilmember Lewis</i>	<i>NONE</i>

7. ITEMS FOR FUTURE AGENDAS - Street Signs

ADJOURNMENT: At 7:40 pm, the Regular Meeting was adjourned to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, May 21, 2024 at 7:00 pm.

SIGNED BY:

05.21.2024

RICHARD G. BARAKAT, MAYOR
City of Bradbury

DATE

ATTEST:

05.21.2024

DIANE JENSEN, CITY CLERK
City of Bradbury

DATE

Kevin Kearney

From: Jeannie Hogan <jeanahogan@gmail.com>
Sent: Monday, April 15, 2024 2:11 PM
To: Kevin Kearney
Cc: Jeannie Hogan
Subject: Bradbury Road Widening Project

"HOWDY, NEIGHBOR (S)!

Where can I view your "Bradbury Road Widening Project"?

Here are my issues and concerns:

I don't understand why Bradbury isn't just reopening the gate off of Lemon, just East of Bradbury Road. An upgrade and a rotating passcode there plus having LA County pave the "block" between Orange and Lemon would end a lot of the commercial traffic. Combining the residential and commercial traffic to the "South Wildrose Bend" hasn't worked out very well, has it? Doing this option would bring all commercial traffic straight up Buena Vista off the 210. Putting a camera with a constant changing keypad at truck level and perhaps a way for the drivers to scan in their bill of lading to your security guard system, would solve a lot of "check in" issues. You could even make it "one way" and direct outbound traffic back down Lemon to Bradbury Road. Here I will comment, since I've been "your neighbor" for about 40 years -
TANNER WAS AN INSIDE JOB!!

1. In that it is a Bradbury Project, do you have a place inside the parameter of Bradbury for all the construction equipment and staff, or is, yet again, my neighborhood going to become your construction "parking lot"? My suggestion here would be to park all the construction equipment and teams either inside the gate and/or along Bradbury Road proper.

2. I am on Oakleaf and frequently the double gravel trailer/trucks drop their trailer on our fair street and leave gravel and mess behind. One of the construction truck drivers informed me that Bradbury doesn't allow the gravel trucks with the trailers inside of Bradbury. Guess what, we don't like it either! For edification and education purposes - we have a municipal parking ordinance that prohibits the "dropping of trailers" in residential neighborhoods of Monrovia. Even my neighbor, who had a two bedroom camping unit is not allowed to unhook his unit from his pick-up truck on our street. Does Bradbury have any place to stage the construction truck inside Bradbury? Perhaps open the gate off of Lemon, for this purpose, and hire extra security.

2. There is a high pressure gas line running under the "Wildrose Bridge", which is only one of two ways into our neighborhood. It has a 3 ton limit, which means that larger construction truck and cement trucks should never come up Mountain and make a right turn, into my neighborhood, toward Bradbury for any reason whatsoever! (a second reason to stage all construction trucks on Bradbury Road only). Before any construction begins, can you extensively brief the construction crew not to come in over the "Wild rose Bridge", PLEASE!

3. My third concern is for my neighbors who, should this project go through, will be stuck looking at a retainer wall our their front window instead of a hill with mature oak trees. Is it possible to hire an artist to build an aesthetic mural depicting the beautiful oak trees and the history of Bradbury and Monrovia? My husband and I are in agreement that perhaps a retaining wall is well overdue, given the stability of the hill - just not an eye sore, boring one. Perhaps even a joint bicycle path, with Monrovia, to handle the 10 to 30 cyclists that frequent our shared neighborhood.

4. How about building in parking for your security detail who constantly take up parking in front of our properties and sometimes even take a nap in their car (I kid you not). Would a Bradbury resident be happy if someone was taking a nap, in their car, in front of their residence? Why have you not made a large enough break room and parking lot before?

Whatever you do, please do not use our fair neighborhood for your construction parking - we have enough vehicles without that mess!

Regards,

Jean Hogan
1020 Oakleaf Avenue
Monrovia
626 278-3855

AND YOUR NEIGHBOR FOR 40 YEARS!

City of Bradbury Monthly Investment Report Apr-24

CASH ON DEPOSIT BY ACCOUNT

CASH & INVESTMENTS ON DEPOSIT BY FUND

	Amount	Maturity	Interest Rate	Funds	Amount
Bank Accounts:					
Wells Fargo Bank - General Checking	\$ 257,260.76	n/a	0%	General Fund (101)	\$4,689,398.90
				Utility Users Tax Fund (102)	\$508,898.40
				Deposits Fund (103)	(\$2,850.31)
				Long Term Planning Fee Fund (112)	\$11,869.85
				Technology Fee Fund (113)	\$11,755.12
Investments:				Gas Tax Fund (200)	\$6,380.64
Local Agency Investment Fund (LAIF)	\$ 3,554,327.30	n/a	4.23%	SB 1 Gas Tax Fund (201)	\$4,200.42
				Prop A Fund (203)	\$77,996.63
Texas Exchange Bank Crowley CD	\$ 249,000.00	07.09.2024	0.50%	Prop C Fund (204)	\$44,271.26
Metro Credit Union	\$ 243,000.00	07.26.2024	5.55%	TDA Fund (205)	\$374.94
BMW Bank of NA	\$ 248,000.00	12.10.2024	0.90%	Sewer Fund (206)	\$0.00
BMO Bank of NA	\$ 240,000.00	10.14.2025	5.35%	STPL Fund (208)	\$1,085.98
Treasury Bills	\$ 999,870.90	10.03.2024	5.30%	Recycling Grant Fund (209)	\$9,851.37
Treasury Bills	\$ 400,079.50	01.23.2025	4.70%	SB 1383 Organic Waste Recycling (209)	\$20,103.00
				Measure R Fund (210)	\$71,140.69
				Measure M Fund (212)	\$95,142.51
				Measure W Fund (213)	\$17,802.98
				COPS Fund (215)	\$594,603.91
				County Park Grant Fund (217)	\$9,523.22
				CWPP Grant Fund (219)	\$19,988.95
				ARPA Fund (220)	\$0.00
Total	\$ 6,191,538.46			Total	\$ 6,191,538.46

I hereby certify that there are sufficient funds available to meet the City's obligations for the next three (3) months.

This report is prepared in accordance with the guidelines established in the Statement of Investment Policy adopted November 21, 2017

Submitted By: _____

Reviewed By: _____

City Manager Date

City Manager Date

Laurie Silver

City of Bradbury (BBY)

Detailed Balance Sheet

As of: 4/30/2024

5/9/2024 10:16:06 AM

All Funds

Page 1

Assets

101-00-1001	Cash in Bank	(1,246,946.71)
102-00-1001	Cash in Bank	508,898.40
103-00-1001	Cash in Bank	(2,850.31)
112-00-1001	Cash in Bank	11,869.85
113-00-1001	Cash in Bank	11,755.12
200-00-1001	Cash in Bank	6,380.64
201-00-1001	Cash in Bank	4,200.42
203-00-1001	Cash in Bank	77,996.63
204-00-1001	Cash in Bank	44,271.26
205-00-1001	Cash in Bank	374.94
206-00-1001	Cash in Bank	609.10
208-00-1001	Cash in Bank	1,085.98
209-00-1001	Cash in Bank	29,954.37
210-00-1001	Cash in Bank	71,140.69
212-00-1001	Cash in Bank	95,142.51
213-00-1001	Cash in Bank	17,802.98
215-00-1001	Cash in Bank	594,603.91
217-00-1001	Cash in Bank	9,523.22
219-00-1001	Fire Safe Grant	19,988.95
220-00-1001	Cash in Bank	1,458.81

Total Assets

\$257,260.76

Total Liabilities and Net Worth

\$0.00

Out of Balance

\$257,260.76

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 02, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF BRADBURY

CITY MANAGER
600 WINSTON AVENUE
BRADBURY, CA 91008

[Tran Type Definitions](#)



Account Number: 98-19-095

April 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2024	4/12/2024	QRD	1751787	N/A	SYSTEM	37,575.62

Account Summary

Total Deposit:	37,575.62	Beginning Balance:	3,516,751.68
Total Withdrawal:	0.00	Ending Balance:	3,554,327.30

City of Bradbury (BBY)

Detailed Balance Sheet

As of: 4/30/2024

5/9/2024 10:16:31 AM

All Funds

Page 1

Assets

101-00-1010 Investments

5,934,277.70

Total Assets

5,934,277.70

Total Liabilities and Net Worth

\$0.00

Out of Balance

\$5,934,277.70

RESOLUTION NO. 24-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVES THE DEMANDS & WARRANTS FOR CHECK #17921 through CHECK # 17941, PAYROLL, ACH, EFT AND & EMPLOYEE BENEFITS TOTALING \$ 118,507.81.

The City Council of the City of Bradbury does hereby resolve as follows:

Section 1. Checks

That the demands as set forth hereinafter are approved and warrants authorized to be drawn from the General Checking account for checks from said demands in the amount of **\$ 43,409.42** during the month of **May, 2024**.

CHECK #	VENDOR/INVOICE #	DESCRIPTION	SUBTOTAL	TOTAL PAID
17921	Kevin Kearney	Mileage Reimbursement Acct. 101.12.6050 11.2023 to 4.2024	154.2x.655=101.00 321.8x.67=215.61	\$316.61
17922	Kevin Kearney	Monthly Cell Phone May '24 Acct. 101.12.6440		\$75.00
17923	Kevin Kearney	Reimbursement League of CA Cities Registration ICMA Membership renew FY24-25 Acct.101.12.6020	\$75.00 \$960.00	\$1,035.00
17924	Mario Flores	Mileage Reimbursement Acct. 101.16.6050 04.01.24 to 05.08.24	20 miles @ .67 cents	\$13.40
17925	Priority Landscape Inv. #17113	Landscape Services May '24 City Hall: Acct. 101.21.7020 R.O. Dr. North Acct. 101.21.7015 Mt. Olive Dr. Acct. 101.21.7035 Lemon Trail: Acct. 101.21.7045 New Lemon Trail: Acct.101.21.7045	\$239.74 \$461.02 \$617.22 \$161.53 \$395.00	\$1,874.51
17926	Lira's Mechanical Inv.#321	Leak from roof in hallway Acct.220.00.6215		\$200.00
17927	RKA Inv. 34618 Inv. 34663 Inv. 34664	Engineering Services March '24 Bradbury/Wildrose Street Widening Acct. 210.48.7750 (SB1) City Engineering Services Acct. 101.19.7230 Development Projects Acct. 101.19.7230	\$4,355.00 \$1,396.50 \$4,105.50	\$9,857.00

17928	L.A. County Sheriff's Inv.# 242681EC	Temple Station Contract Mar. '24 Acct. 101-23-7410		\$11,650.23
17929	City of Monrovia Inv.# 2401607	City Transportation Mar. '24 Acct. 204.40.7325		\$704.07
17930	City of Monrovia Inv.# 2401610	City Transportation April '24 Acct. 204.40.7325		\$704.07
17931	US Bank	Custody Charges April '24 Acct. 101.14.7010		\$37.00
17932	DataTicket Inv. #162842	Daily Citation Processing Acct.101.23.6210		\$0.65
17933	Pasadena Humane Society Inv.#APRIL2024Bradbury	Animal Control Services Acct. 101.25.7000		\$1,012.28
17934	Burrtec Waste Services Inv. N011679389	Street Sweeping April '24 Acct. 213.42.7630		\$338.92
17935	Jones Mayer, Attorneys Inv. # 122293 Inv. # 122294 Inv. # 122295	Outside Counsel April '24 Fees Retainer Amount 101.15.7020 Code Enforcement 101.15.7450 Zoning/Gen. Plan 101.15.7075	\$3,000.00 \$370.50 \$57.00	\$3,427.50
17936	VCA Inv. # 84549	Plan Check Services - April '24 Acct. 101.20.7220		\$1,508.73
17937	VCA Inv.#84550	Professional Services J. Kasama Retainer - April '24 Acct.101.20.7210 J. Kasama Hourly-April '24 Acct. 101.20.7240	\$3,900.00 \$1,072.50	\$4,972.50
17938	VCA Inv. # 84453A	Professional Services J. Kasama Hourly- March '24 Acct. 101.20.7240		\$3,712.50
17939	Post Alarm Services Inv.#1692759	City Hall Alarm - May '24 Service and updating Acct.101.23.7420		\$183.22
17940	Post Alarm Services Inv.#1686047	City Hall Alarm May '24 Acct.101.23.7420		\$146.23
17941	TeamLogic IT of Pasadena Inv. # 8700 + 8846	IT Maintenance March '24 + May '24 Acct. 101.16.6230	\$820.00 \$820.00	\$1,640.00

Section 2. ACH and EFT payments

That the demands as set forth hereinafter are approved and warrants authorized to be drawn from the General Checking Account for payments from said demands in the amount of **\$46,269.84** during the month of **May 2024**.

ACH DATE PAID	VENDOR/INVOICE #	SUMMARY	SUBTOTAL	TOTAL PAID
ACH Pay 05.22.24	Willdan Financial Services Inv.#010-58257/58453	User Fee Study "Data Request & Study Kickoff" Acct.101.11.6100	\$1,177.00 \$4,674.00	\$5,851.00
ACH 05.18.24	T-Mobile Inv.#975204096-33	MobileInternet (Hot Spot) Acct.113.20.8120		\$9.00
ACH Pay 05.22.24	De Novo Planning Group Inv. #3926 & #4117	Bradbury Safety Element Update FY 2023-24 Acct. 01.20.7245	\$8,896.00 \$800.00	\$9,696.00
ACH Pay 05.22.24	Atlas Planning Solutions Inv.#1601 Inv.#1611	Hazard Mitigation Plan Acct.101.23.6210	\$8,177.00 \$8,752.00	\$16,929.00
ACH Pay 05.22.24	EDD – May '24	State Tax Withheld Acct.101.00.2011 SDI Withheld Acct.101.00.2011	\$1,231.00 \$291.00	\$1,522.00
ACH Pay 05.22.24	IRS- May'24	Federal W/H Acct.101.00.2011 SS (Employees) Acct.101.00.5100 SS (City) Acct.101.00.2011 Medicare (Employees) Acct.101.00.5100 Medicare (City) Acct.101.00.2011	\$2,583.00 \$1,532.00 \$1,532.00 \$384.00 \$384.00	\$6,415.00
ACH Pay 05.22.24	Coverall Inv. #1527154491	Office Cleaning –March '24 Acct. 101.16.6460		\$394.00
ACH Pay 05.22.24	Coverall Inv. #1527155736	Office Cleaning – May '24 Acct. 101.16.6460		\$394.00
EFT Pay 05.22.24	Kevin Kearney Visa Card	Been Verified Acct.101.23.7450		\$52.44
EFT Pay 05.22.24	Mario Flores's Visa Card	Dog Waste Complete System Acct.102.42.7630 Staples Recycled Copy Paper Acct.209.35.7320 U.S. Post Office Postage Acct.101.16.6120	\$472.98 \$339.41 \$136.00	\$948.39

EFT Pay 05.22.24	Diane Jensen's Visa Card	AZN: Recycled Copy Paper Acct.209.00.7320	\$63.83	\$847.23
		AZN: 2 Staplers Acct. 101.16.6200	\$24.78	
		AZN: Kitchen Trash Bags Acct.101.16.6200	\$16.69	
		AZN: 1 Gallon Storage Bags Acct.101.16.6200	\$14.49	
		AZN: DOGIPOT Litter bags Acct.102.42.7630	\$60.97	
		Shipping & Handling	\$14.71	
		Promotion applied	(\$16.74)	
		Tax Applied	\$10.92	
		AZN: Kitchen Scrubbers Acct.101.16.6200	\$3.99	
		AZN: 1 Gallon Dish Soap Acct.101.16.6200	\$35.62	
		AZN: Office Toilet Paper Acct.209.00.7320	\$54.31	
		AZN: Office Paper Towels Acct.209.00.7320	\$50.20	
		Shipping & Handling	\$27.91	
		Promotion applied	(\$27.91)	
		Tax Applied	\$13.69	
		Broadvoice Office Phones Acct.101.16.6400	\$212.64	
		AZN: Computer headset Acct.113.20.7040 Canceled order due to not being delivered on time	\$48.27 (\$48.27)	
AZN: Black Toner Acct.101.16.6200	\$222.89			
AZN: Self Seal Envelopes x2 Acct.209.00.7320	\$64.24			
ACH Paid 05.08.24	Frontier Communications Acct #626-358-3218-050769-5	City Hall Fire Alarm Service 04.22.24 thru 05.21.24 Acct. 101.23.7420		\$87.32
ACH Pay 05.22.24	BlueBeam, Inc. Inv.#1936214	City Permit Software Renewal Acct.113.20.4500		\$300.00
ACH Pay 05.22.24	Consensus Inv. #2998848	E-Fax May '24 Acct. 101.16.6230		\$10.00
EFT Pay 05.31.24	Cal American Water No. 210019919035	2256 Gardl Street Service 04.06.24 to 05.07.24 Acct. 200.48.6400		\$63.29
EFT Pay 05.31.24	Cal American Water No. 210020461222	2410 Mt. Olive Ln. IRRIG. Service 04.06.24 to 05.07.24 Acct. 200.48.6400		\$62.82
EFT Pay 05.31.24	Cal American Water No. 210021468844	301 Mt. Olive St. IRRIG Service 04.06.24 to 05.07.24 Acct. 200.48.6400		\$150.33

EFT Pay 05.08.24	Spectrum No. 0101050042324	Office Internet Service 04.23.24 - 05.22.24 101.16.6400		\$169.98
EFT Pay 05.14.24	Southern CA Edison No. 8001919708	600 Winston City Hall Service 03.22.24 - 04.21.24 Acct. 101.16.6400		\$200.64
EFT Pay 05.14.24	So. Calif. Gas No. 12971762005	600 Winston Ave. Service 03.21.24 - 04.18.24 Acct. 101.16.6400		\$34.66
EFT Pay 05.21.24	Southern CA Edison No. 700162442207	600 Winston LS-1-Allnite Service 04.01.24 - 04.30.24 Acct. 200.48.6410		\$1,115.11
EFT Pay 05.28.24	Cal American Water No. 210019988024	1775 Woodlyn Lane Service 04.02 to 05.02 Acct. 200.48.6400		\$633.11
EFT Pay 05.28.24	Cal American Water No. 210019989065	600 Winston Avenue Service 04.04.24 to 05.02.24 Acct. 101.16.6400		\$384.52

Section 3. - Employee Benefits

That the demands as set forth hereinafter are approved and warrants authorized to be drawn from the General Checking Account for payments from said demands in the amount of **\$8,350.98** during the month of **May 2024**.

ACH Paid 05.22.24	Vision Service VSP Statement #:820316063	<u>Vision Insurance April '24</u> CM – Kearney (family) Acct. 101.12.5100 CC – Jensen (single) Acct. 101.13.5100 MA – Flores (single) Acct. 101.16.5100	\$61.07 \$23.66 \$23.66	\$108.39
ACH Paid 05.22.24	The Standard Ins. #6430650001	<u>Life & ADD May '24</u> CM – Kearney Acct. 101.12.5100 CC – Jensen Acct. 101.13.5100 MA - Flores Acct. 101.16.5100	\$9.65 \$9.65 \$9.65	\$28.95
ACH Paid 05.02.24	Delta Dental Inv.# BE006048398	<u>Dental Insurance May '24</u> CM – Kearney Acct. 101.12.5100 CC – Jensen Acct. 101.13.5100 MA - Flores Acct. 101.16.5100	\$124.86 \$40.74 \$40.74	\$206.34

ACH Paid 05.02.24	AETNA Inv. #J1429941	Health Insurance May '24 CM - Kearney Acct. 101.12.5100 CC - Jensen Acct. 101.13.5100 MA - Flores Acct. 101.16.5100	\$1,976.45 \$1,076.52 \$462.78	\$3,515.75
ACH Pay 05.22.24	CAL PERS	Retirement May '24 CM - Kearney Acct. 101.12.5100 CC - Jensen Acct. 101.13.5100 MA - Flores Acct. 101.16.5100	\$2,707.50 \$948.30 \$835.75	\$4,491.55

Section 4 - Employee Salaries

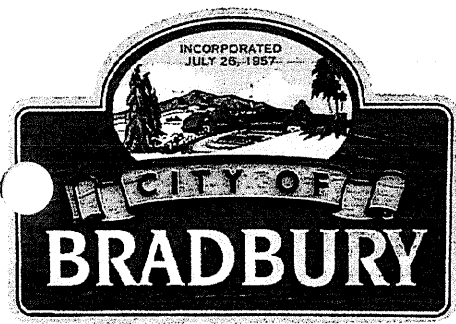
That the demands as set forth hereinafter are approved and warrants authorized to be drawn from the General Checking Account for from said demands in the amount of **\$20,477.57** during the month of **May, 2024**.

ACH	Kevin Kearney City Manager	Salary Acct. 101.12.5010 Withholdings Acct. 101.00.2011	\$15,833.33 \$3,705.35	\$12,127.98
ACH	Diane Jensen City Clerk	Salary Acct. 101.16.5010 Withholdings Acct. 101.00.2011 CalPERS Acct 101.16.5100	\$6,145.83 \$1,284.00 \$476.30	\$4,385.53
ACH	Mario Flores Management Analyst	Salary Acct. 101.16.5010 Withholdings Acct. 101.00.2011 CalPERS Acct 101.16.5100	\$5416.66 \$1,033.00 \$419.60	\$3,964.06

"I, Diane Jensen, City Clerk, hereby certify that Resolution No. 24-08, was duly adopted by the City Council of the City of Bradbury, CA at a regular meeting held on the 21st day of May, 2024 by the following roll call vote:"

	<u>AYE</u>	<u>NO</u>	<u>ABSENT</u>
<i>Mayor Barakat</i>	_____	_____	_____
<i>Mayor Pro Tem Hale</i>	_____	_____	_____
<i>Councilmember Lathrop</i>	_____	_____	_____
<i>Councilmember Bruny</i>	_____	_____	_____
<i>Councilmember Lewis</i>	_____	_____	_____

Diane Jensen, City Clerk
CITY OF BRADBURY



Richard Barakat, Mayor (District 3)
Richard Hale, Mayor Pro Tem (District 1)
Bruce Lathrop, Council Member (District 4)
D. Montgomery Lewis, Council Member (District 2)
Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

INITIATED BY: David Gilbertson, City Engineer

DATE: May 21, 2024

SUBJECT: Approval of Updated Costs, Plans, Contract Specifications and Addendum to Environmental Documents for the Bradbury Road Widening Project

ATTACHMENTS: 1) Street Improvement Plans
2) Contract Specifications
3) Addendum #1 to the Final Initial Study/Mitigated Negative Declaration (IS/MND)

SUMMARY

On March 18, 2024, the City entered into a Settlement Agreement with Grow Monrovia that resolved all claims regarding the Bradbury Road Widening Project Litigation. As required through the settlement, modifications were made to the proposed road widening project, resulting in the need for updated plans and contract specifications. Since there were modifications made to the project after the Final IS/MND was certified, an Addendum is required to review the changes proposed by the Modified Project.

A summary of the modifications to the Project are as follows:

- Reduction in road widening at Wild Rose Avenue
- Reduction in length and height of the proposed retaining wall
- Reduction in total number of Oak trees impacted
- Wall height around estates will be increased to match height of proposed wall
- Decrease in overall project cost

It is recommended that the City Council: 1) Approve the project's new total cost estimate of \$636,964; 2) Approve the new plans and specifics and authorize the City Engineer to advertise and receive formal bids; and 3) Approve the Addendum to the Final IS/MND Document and Mitigated Measures for the Bradbury Road Widening Project;

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

BACKGROUND/ANALYSIS

At the December 12, 2022 City Council meeting, Plans, Specifications and Environmental Documents were approved for the Bradbury Road Widening Project. Shortly thereafter, interested parties commenced litigation challenging the City of Bradbury's decision to approve the project. A Settlement Agreement was reached on March 18, 2024, allowing progress of the project documents to continue and incorporate modifications proposed in the Settlement Agreement.

As a result of the Settlement Agreement, modifications were made to the Bradbury Road Widening Project. Most notable of these changes were the reduction of the Wild Rose Avenue portion of the road widening, the decrease in height and length of the proposed retaining wall and the decrease in total number of Oak tree removals allowed. Plans and Specifications (Attachment #1 & #2) were updated to conform to these changes.

The only road widening proposed on Wild Rose Avenue will be at the northeast corner of the intersection of Wild Rose Avenue and Deodar Lane at the Estates entrance to help facilitate turning movements of large vehicles. This change resulted in the reduction of the proposed length and height of the retaining wall from 270 linear feet to approximately 80 feet, and from 13 feet in maximum height to approximately 5.5 feet in maximum height.

The road widening on Bradbury Road remains virtually the same (the existing 23 foot roadway width will be increased to a uniform curb-to-curb street width of 36 feet), with the exception of alterations to the knuckled curve at the Wild Rose Avenue intersection to facilitate large vehicle turning movements while still joining the existing roadway width of Wild Rose Ave to protect Oak trees.

Another requirement of the Settlement Agreement was the coordination with the Community to facilitate discussion on the aesthetics of the Retaining Wall. A total of two (2) meetings were held and it was determined that the proposed retaining wall was to be a decorative block wall (stucco, decorative cap) that matches the existing wall at the Bradbury Estates Entrance. To enhance uniformity of the entrance, the existing block wall on Deodar Lane will be increased in height to match the proposed height of the new retaining wall.

Per the request of the Community Services Department (CSD), a construction item was added to the plans and contract specifications that calls out the remodeling of the existing block wall at the north east corner of the Bradbury Estates entrance. This remodeling will consist of using the existing structure and building it up with CMU blocks and stucco finish to match the height and aesthetics of the proposed retaining wall for uniformity of the entrance. This item was also discussed with and agreed with Grow Monrovia.

The three properties along the roadway, **150 Deodar Lane**, **28 Dovetail Lane** and **302 Bradbury Road**, will still be impacted by the widening project.

150 Deodar Lane is located on the north side of Wild Rose Avenue on the northwestern portion of the project site. The total number of Oak trees initially proposed for removal has

been significantly reduced. The portion of chain link fence that was proposed to be removed and replaced will now be protected in place due to the reduced widening.

28 Dovetail Lane is located just east of Bradbury Road on the northeastern portion of the project site. The impacts to the property remain the same from the Original Project.

302 Bradbury Road is located just east of Bradbury Road on the southeastern portion of the project site. The impacts to the property remain the same from the Original Project.

Pursuant to Section 15164 the State California Environmental Quality Act (CEQA) Guidelines, an Addendum to the MND shall be prepared if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent Environmental Impact Report (EIR)/MND have occurred. After performing an additional CEQA analysis, it was found that the Modified Project would result in an overall reduction of impacts compared to the previously approved Project. A summary of the Project's impacts can be found in Table 2 of the Addendum to the Final IS/MND (Attachment #3).

The construction of the Project would still be subject to all the Mitigation Measures listed in the previously approved Final MND prepared for the original Approved Project.

The CEQA Addendum Memorandum requires a 30-day comment period (statute of limitations) and staff was planning on the review period to be concurrent with the bid advertisement phase of the schedule.

It is also important to note that per Mitigation Measure BIO-4, ground disturbing and clearing activities should occur outside of the bird nesting season of February 1 through September 15th. It is recommended to start construction after September 15th to avoid the need to perform an additional nesting bird survey prior to commencement of construction and eliminates the risk of disturbing nesting birds and subsequently halting construction and impacting construction scheduling.

FINANCIAL REVIEW

After development of the updated final plans and specifications and full analysis of the project impacts and costs, an updated estimate of the total project cost is broken down in the following table:

TABLE 1 - TOTAL UPDATED ESTIMATED PROJECT COSTS		
1.	CONSTRUCTION	\$333,690
2.	10% CONTINGENCY	\$33,369
3.	PLANS, SPECIFICIATIONS, AND COST ESTIMATE (PS&E) PREPARATION <i>(Spent up to date of CEQA challenge)</i>	\$48,764
4.	LAWSUIT SUPPORT AND REVISION TO PLANS, SPECIFICIATIONS, AND COST ESTIMATES (PS&E) UPDATE	\$42,332
5.	ENVIRONMENTAL DETERMINATION (CEQA), BIOLOGICAL ASSESSMENT AND MND FILING <i>(Previously Spent)</i>	\$91,925
6.	ADDENDUM TO CEQA DOCUMENTS	\$8,420
7.	ADDENDUM FILING FEE w/ STATE OF CALIFORNIA	\$75
8.	TREE PRESERVATION PLAN	\$10,000
9.	TRAQ ARBORIST & NATIVE AMERICAN MONITORING	\$19,645
10.	CM, INSPECTION, CONSTRUCTION STAKING AND MATERIALS TESTING	\$48,744
TOTAL		\$636,964

The total cost of the project is estimated at \$636,964. Of this total amount, \$165,037 has been spent in restricted funds to date. Costs for the preparation of construction documents increased as a result of the complexities imparted by the litigation, but due to the reduced construction scope, the overall project cost decreased \$99,534 from the previously approved project cost of \$736,498.

In moving forward with the project, it is expected the remaining cost will be \$471,927. The chart below identifies the available restricted funds that would be utilized:

Fund 200 – Gas Tax Fund	\$11,456
Fund 201 – SB1 Fund	\$23,250
Fund 204 – Prop C Fund	\$56,271
Fund 208 – STPL Fund	\$1,111
Fund 210 – Measure R Fund	\$85,641
Fund 212 – Measure M Fund	\$111,043
TOTAL	\$288,772

Appropriations totaling \$183,155 would be requested from the available General Fund to meet the total Project Requirements. Total overall costs to the General Fund are expected to eventually be reduced to \$173,155 since the CSD is slated to reimburse the City for the

estimated cost of the existing block wall build up (Bid Item #35) that is estimated to cost \$10,000.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall.

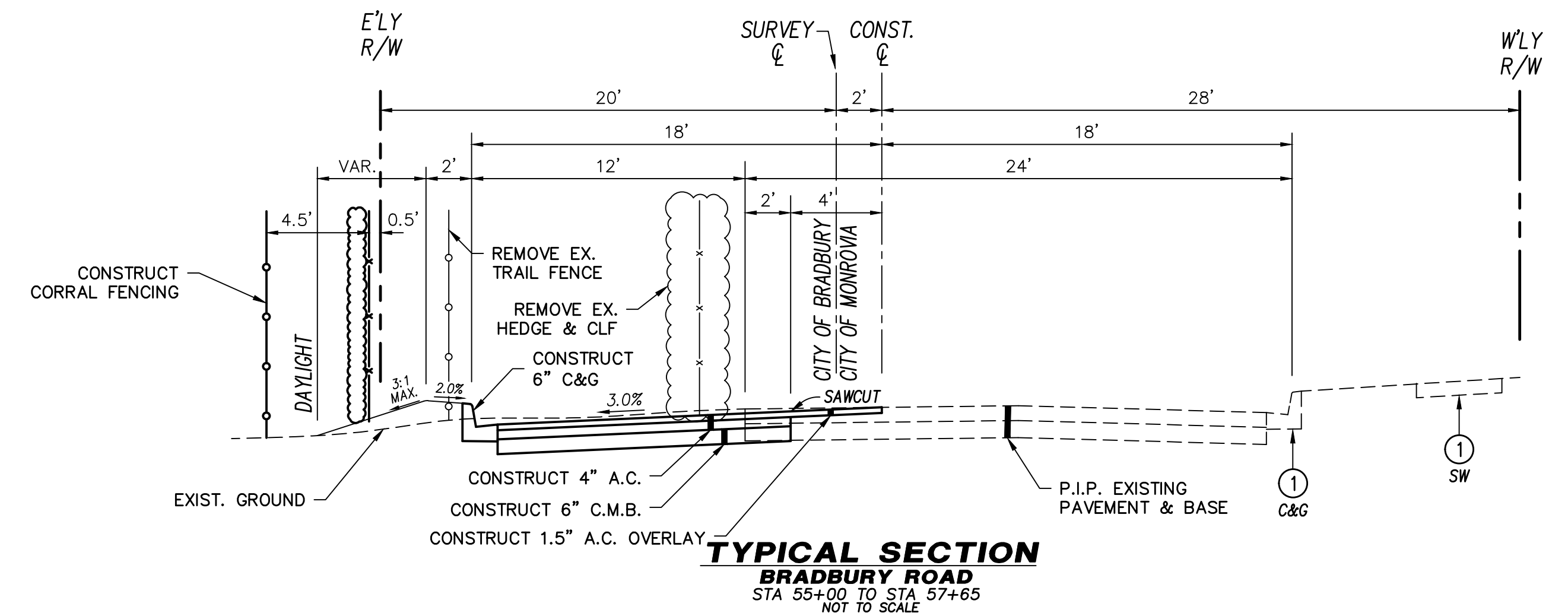
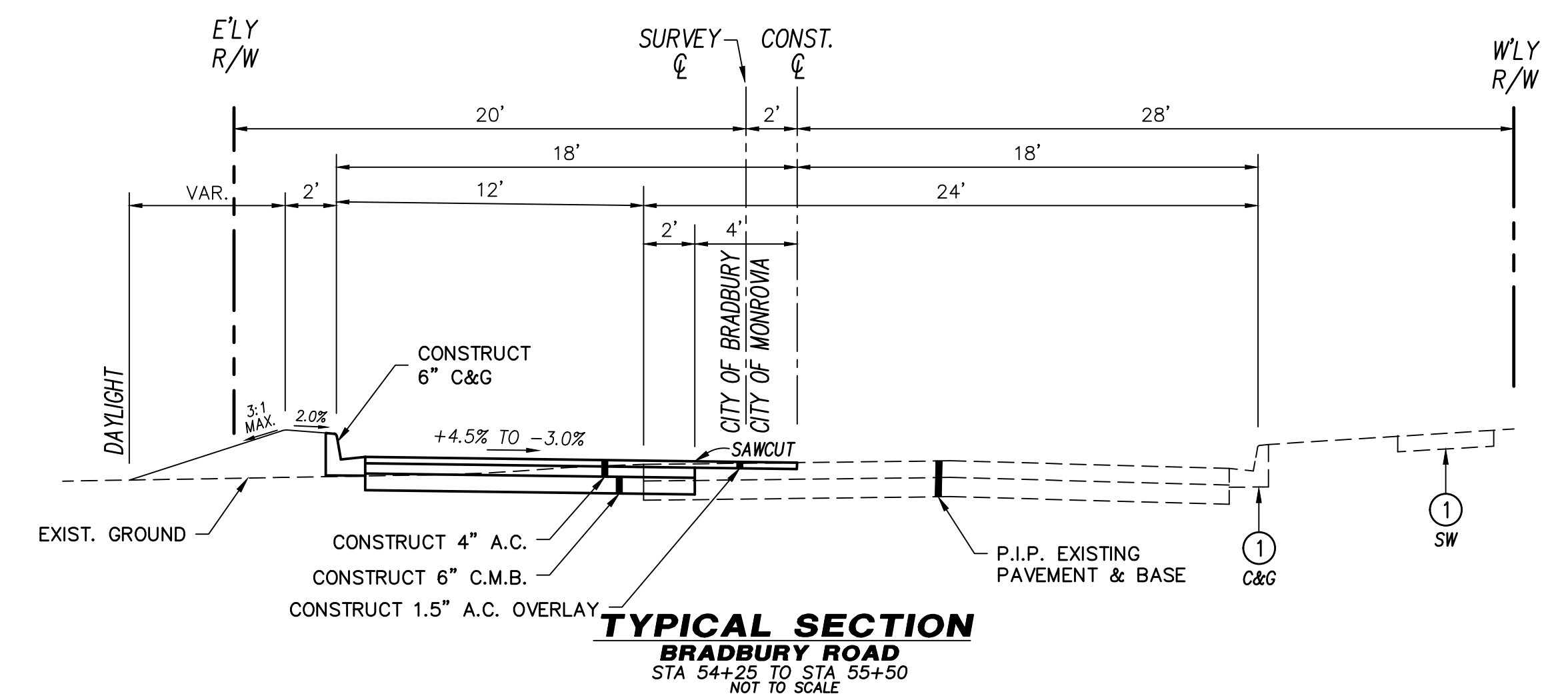
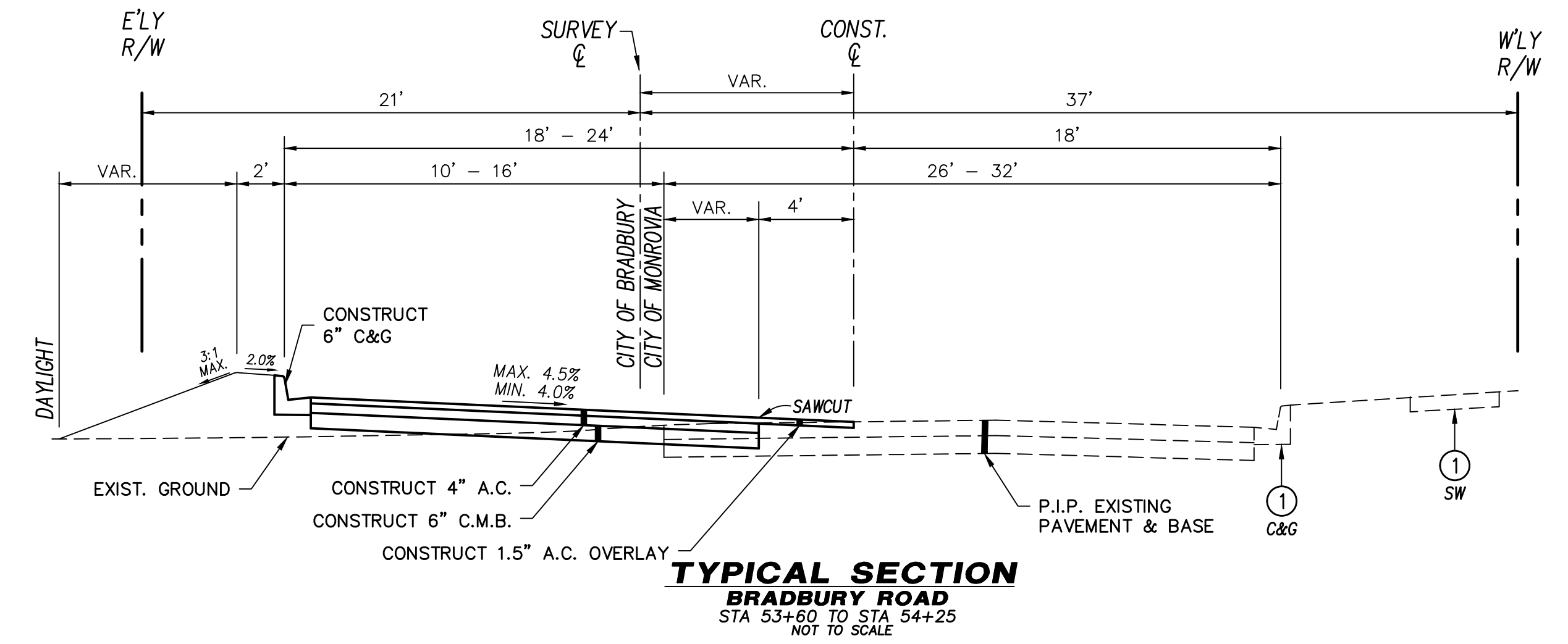
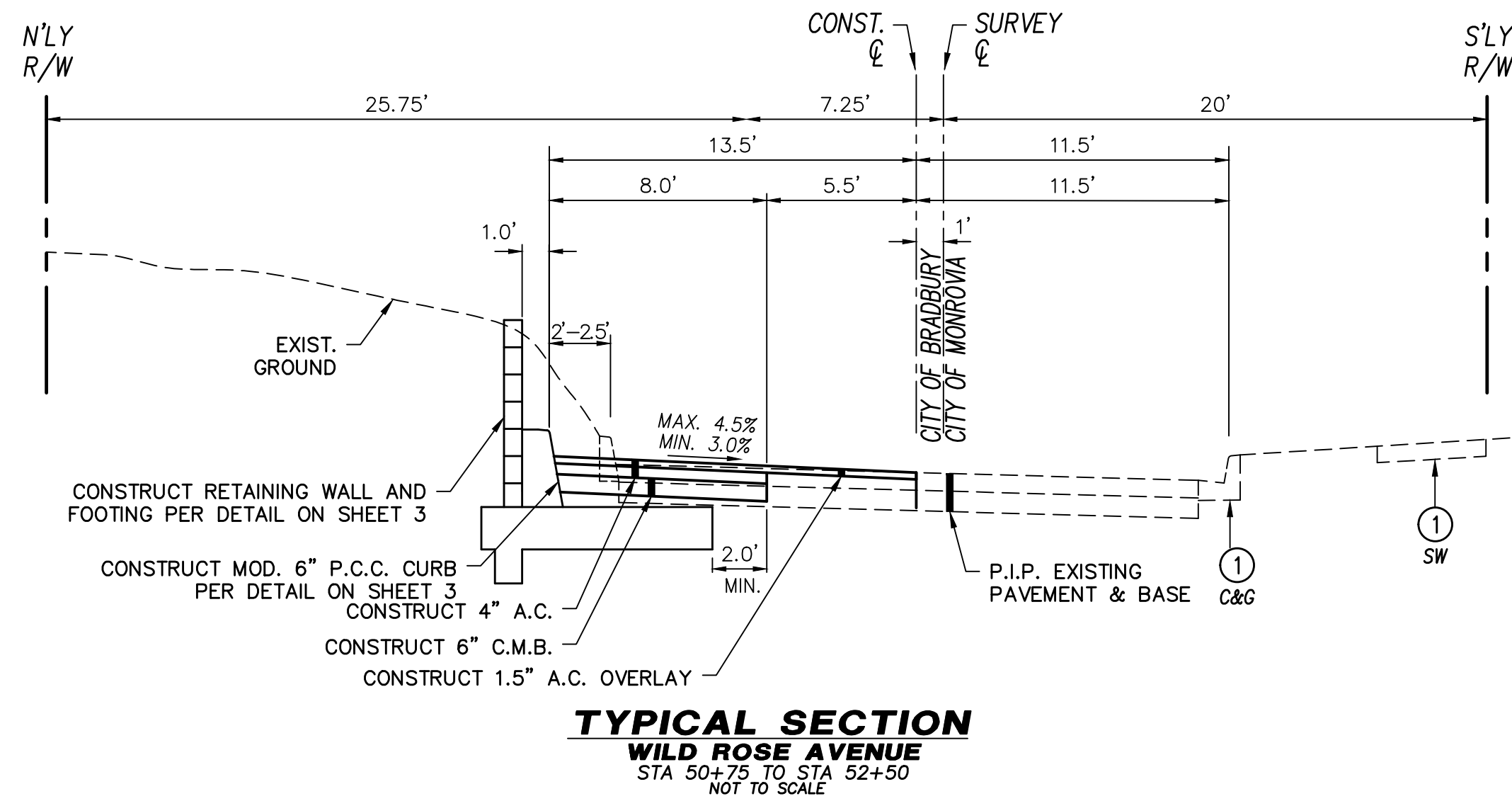
STAFF RECOMMENDATION

It is recommended that the City Council:

1. Approve the project's new total cost estimate of \$636,964.
2. Approve the new plans and specifications and authorize the City Engineer to advertise and receive formal bids.
3. Approve the Addendum to the Final IS/MND Document for the Bradbury Road Widening Project

CONSTRUCTION NOTES

- 1 PROTECT-IN-PLACE.
- 2 GENERAL GRADING.
- 3 ADJUST EXISTING MANHOLE TO FINISHED SURFACE.
- 4 ADJUST VALVE COVER TO FINISHED SURFACE.
- 5 REMOVE EXISTING AC PAVEMENT AND SUBGRADE.
- 6 REMOVE EXISTING AC BERM.
- 7 REMOVE EXISTING P.C.C. CURB AND GUTTER.
- 8 REMOVE EXISTING P.C.C. CROSS GUTTER.
- 9 REMOVE EXISTING BLOCK WALL.
- 10 REMOVE EXISTING CHAIN LINK FENCE.
- 11 REMOVE AND SALVAGE EXISTING CORRAL FENCING.
- 12 REMOVE EXISTING TREE.
- 13 REMOVE EXISTING TREE STUMP.
- 14 REMOVE EXISTING HEDGE.
- 15 RELOCATE FLOOD LIGHTS ONTO NEW FENCE.
- 16 RELOCATE MAILBOX.
- 17 RELOCATE UTILITY POLE (EDISON).
- 18 REMOVE AND SALVAGE EXISTING POWER OPERATED SWING GATE SYSTEM.
- 19 REMOVE AND RELOCATE EXISTING KEYPAD AND RECONNECT TO EXISTING GATE SYSTEM.
- 20 CONSTRUCT 6" P.C.C. CURB PER SPPWC STD. PLAN NO. 120-3, TYPE A1-6.
- 21 CONSTRUCT 6" P.C.C. CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-3, TYPE A2-6.
- 22 CONSTRUCT 6" MODIFIED P.C.C. CURB PER DETAIL ON SHEET 3.
- 23 CONSTRUCT P.C.C. CROSS GUTTER PER SPPWC STD. PLAN NO. 123-3 TO MATCH EXISTING.
- 24 CONSTRUCT P.C.C. DRIVEWAY APPROACH PER SPPWC STD. PLAN NO. 110-2, TYPE B.
- 25 VARIABLE GRIND AND CONSTRUCT 1.5" C2-PG 64-10 A.C. PAVEMENT OVERLAY.
- 26 CONSTRUCT 4" A.C. PAVEMENT (1.5" C2-PG 64-10, 2.5" B-PG 64-10) OVER 6" CRUSHED MISCELLANEOUS BASE.
- 27 CONSTRUCT 4" A.C. DRIVEWAY.
- 30 CONSTRUCT MASONRY RETAINING WALL PER DETAIL ON SHEET 3 AND PER SPPWC STD. NO. 617-3.
- 31 CONSTRUCT STONE COLUMN PILASTER PER DETAIL ON SHEET 3.
- 32 CONSTRUCT 8' HIGH CHAIN LINK FENCE.
- 34 PLANT 6'-9' HIGH HEDGES AT 3' INTERVAL O.C.
- 36 REMOVE EXISTING CONCRETE CAP, BUILD UP EXISTING WALL WITH ADDITIONAL BLOCKS TO MATCH PROPOSED TOP OF WALL PROFILE AS SHOWN ON SHEET 3. RECONSTRUCT RETAINING WALL PER DETAIL ON SHEET 3.
- 40 REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE POSTS AND FABRIC.
- 41 REINSTALL CHAIN LINK FENCE.
- 42 RE-INSTALL POWER OPERATED SWING GATE SYSTEM WITH POSTS AND BRACING TO MATCH EXISTING IN-KIND.



DIG ALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.

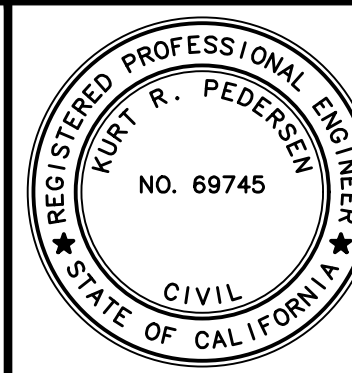
1-800-422-4133

CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Δ	DATE	DESCRIPTION	APP'D	DATE

CITY OF BRADBURY

APPROVED BY: *David Gilbertson* 9/29/2023
DAVID GILBERTSON
CITY ENGINEER



RKA CONSULTING GROUP

398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789
(909) 594-9702 • (626) 331-8323 • FAX (909) 594-2658
WWW.RKAGROUP.COM

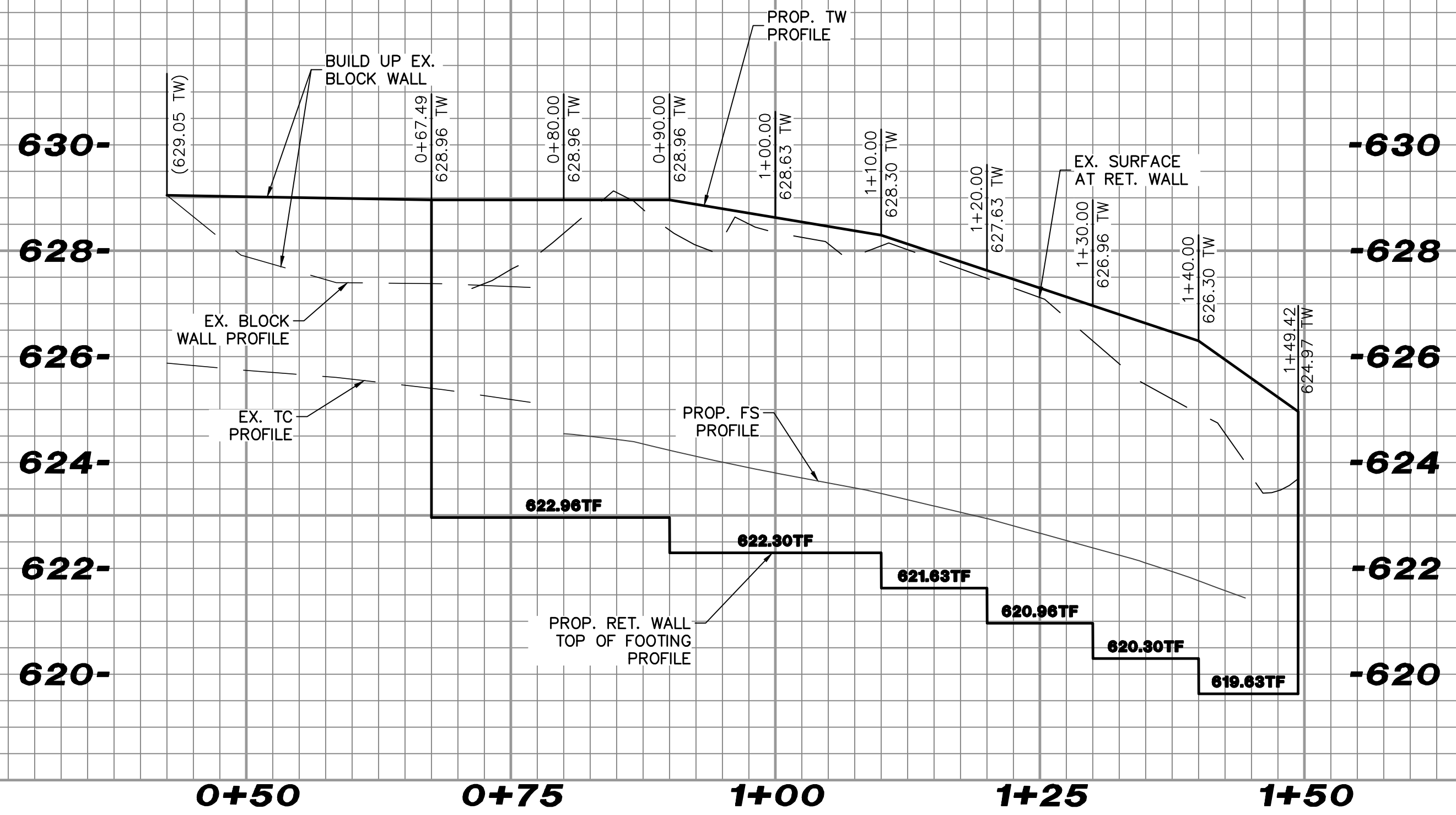
Kurt R. Pedersen 9/29/2023
KURT R. PEDERSEN RCE 69745 DATE

STREET IMPROVEMENT PLANS

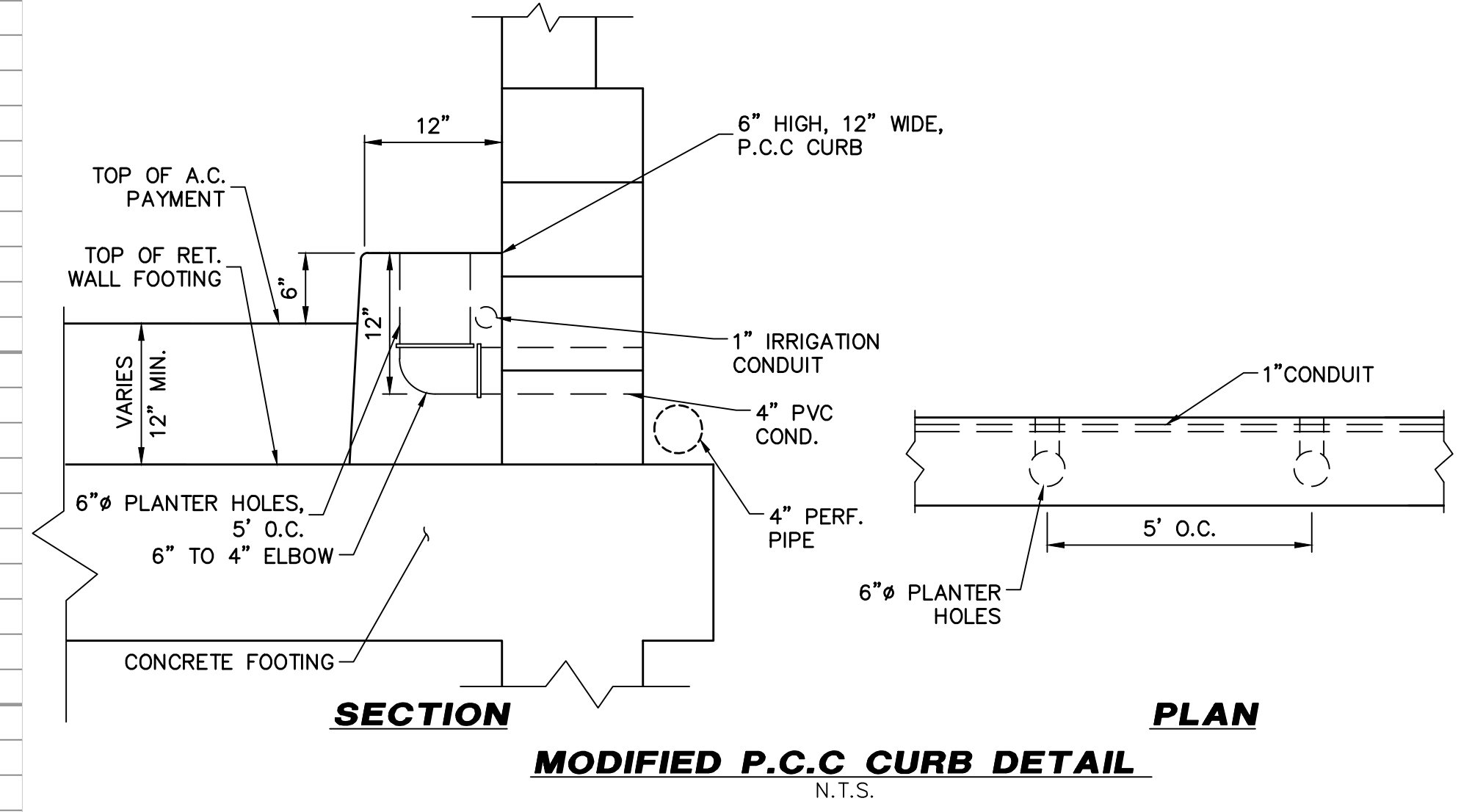
CITY OF BRADBURY
WILD ROSE AVENUE / BRADBURY ROAD WIDENING
TYPICAL SECTIONS

SHEET **2** OF **6** SHEETS

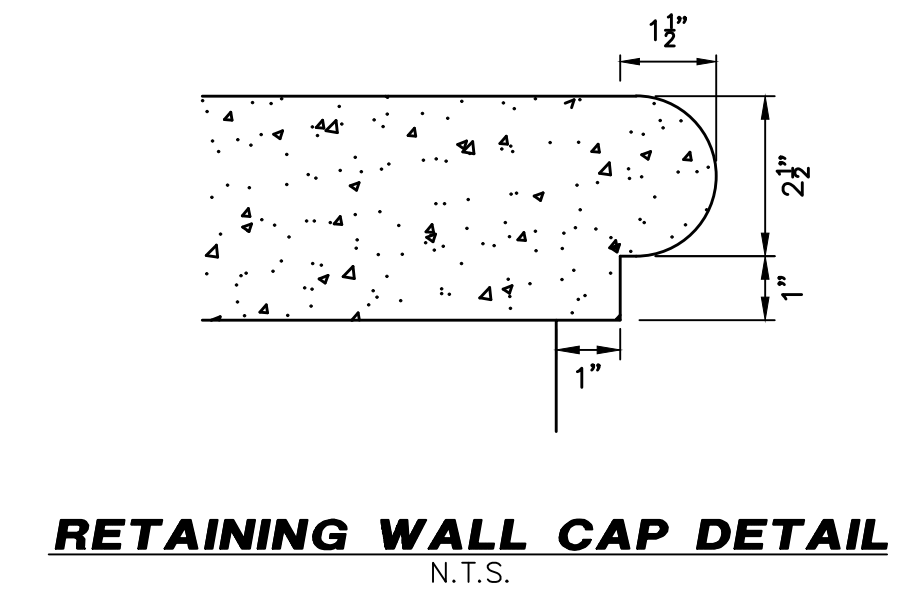
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JOB NO.: 393035
DESIGN BY: BS
REVIEWED BY: RP
PLAN SET: BRADBURY RD WIDENING PLANS
DRAWING DATE: 5/17/24



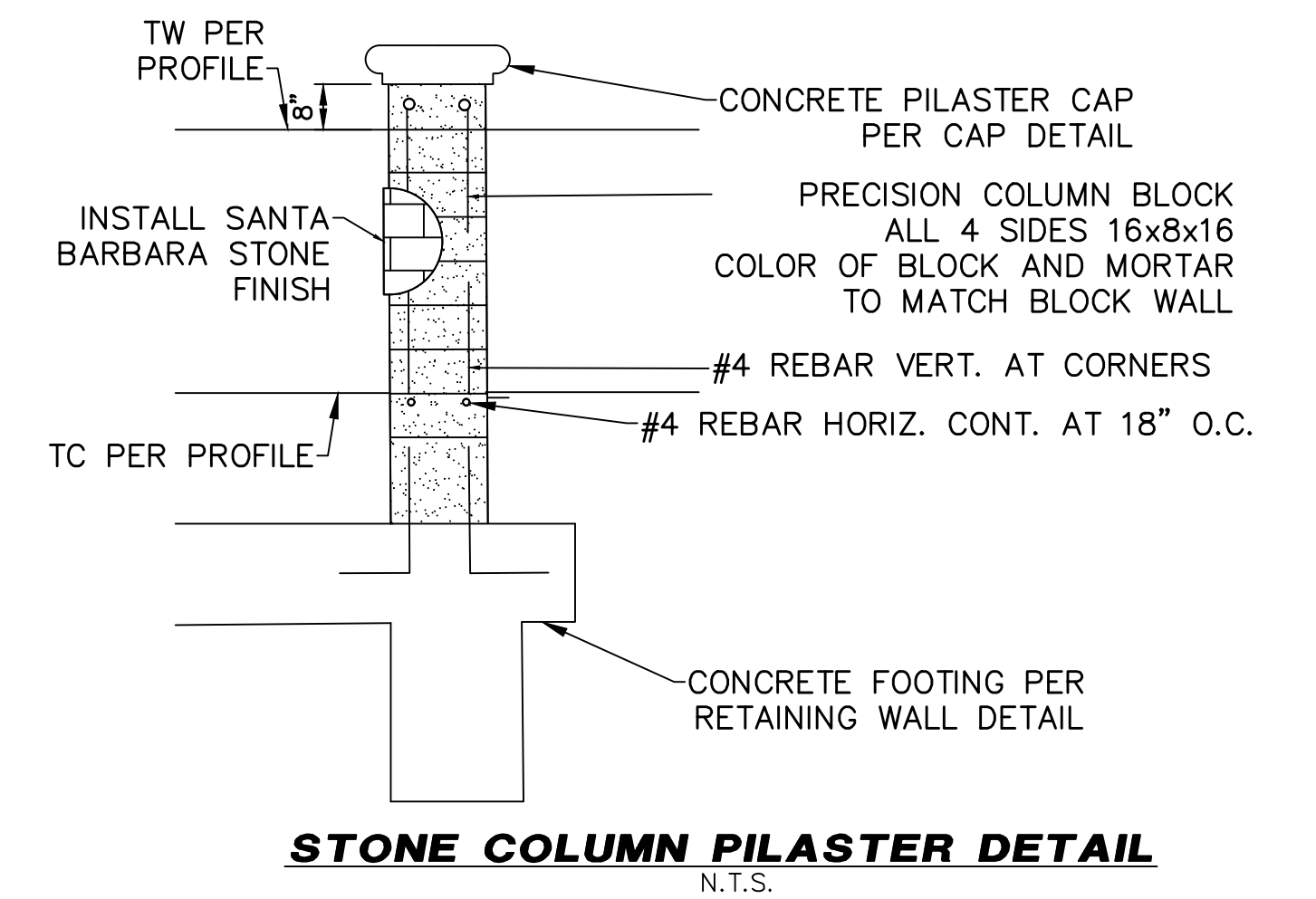
PROFILE SCALE
 HORIZ.: 1" = 10'
 VERT.: 1" = 2'



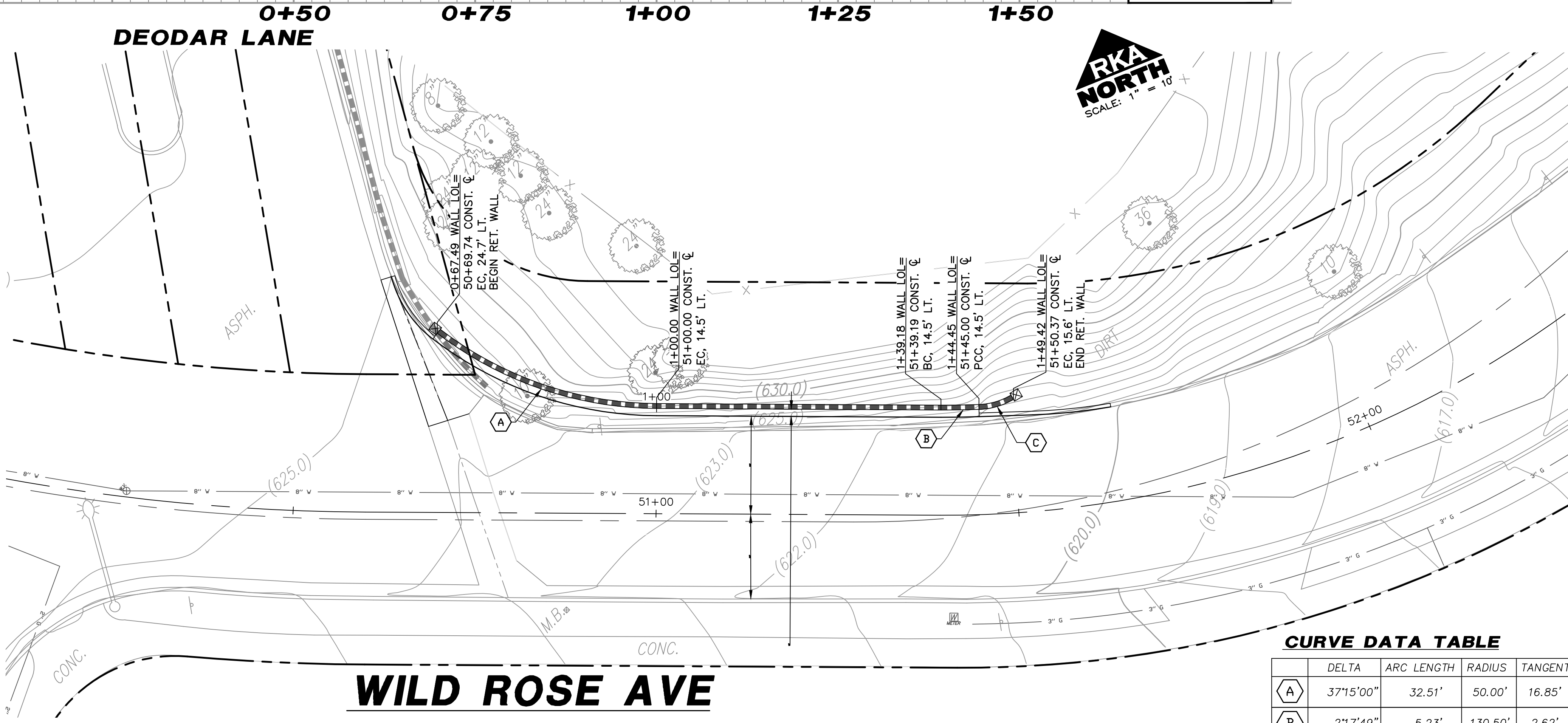
MODIFIED P.C.C. CURB DETAIL
N.T.S.



RETAINING WALL CAP DETAIL
N.T.S.

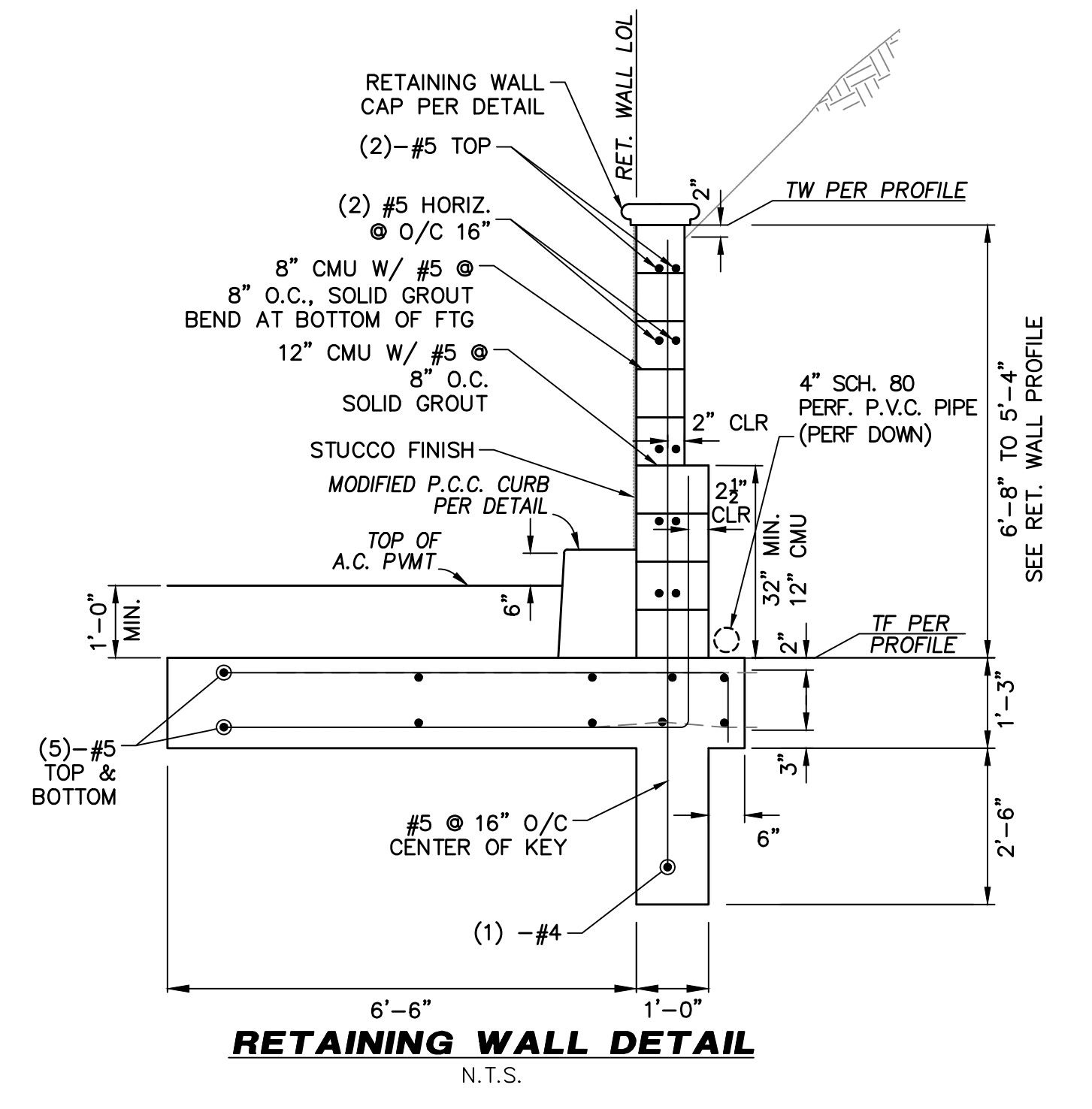


STONE COLUMN PILASTER DETAIL
N.T.S.



CURVE DATA TABLE

	DELTA	ARC LENGTH	RADIUS	TANGENT	NOTE
A	37°15'00"	32.51'	50.00'	16.85'	WALL CURVE
B	2°17'49"	5.23'	130.50'	2.62'	WALL CURVE
C	28°38'52"	5.00'	10.00'	2.55'	WALL CURVE



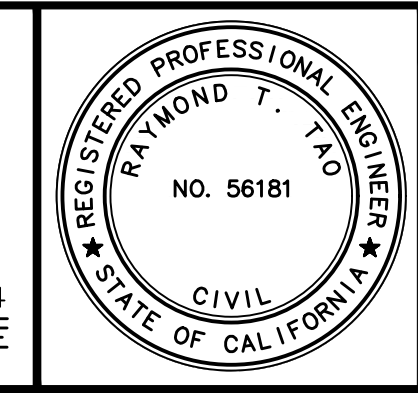
RETAINING WALL DETAIL
N.T.S.

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Δ	DATE	DESCRIPTION	APP'D	DATE

REVISIONS

CITY OF BRADBURY
 APPROVED BY: *David Gilbertson* 5/17/2024
 DAVID GILBERTSON
 CITY ENGINEER

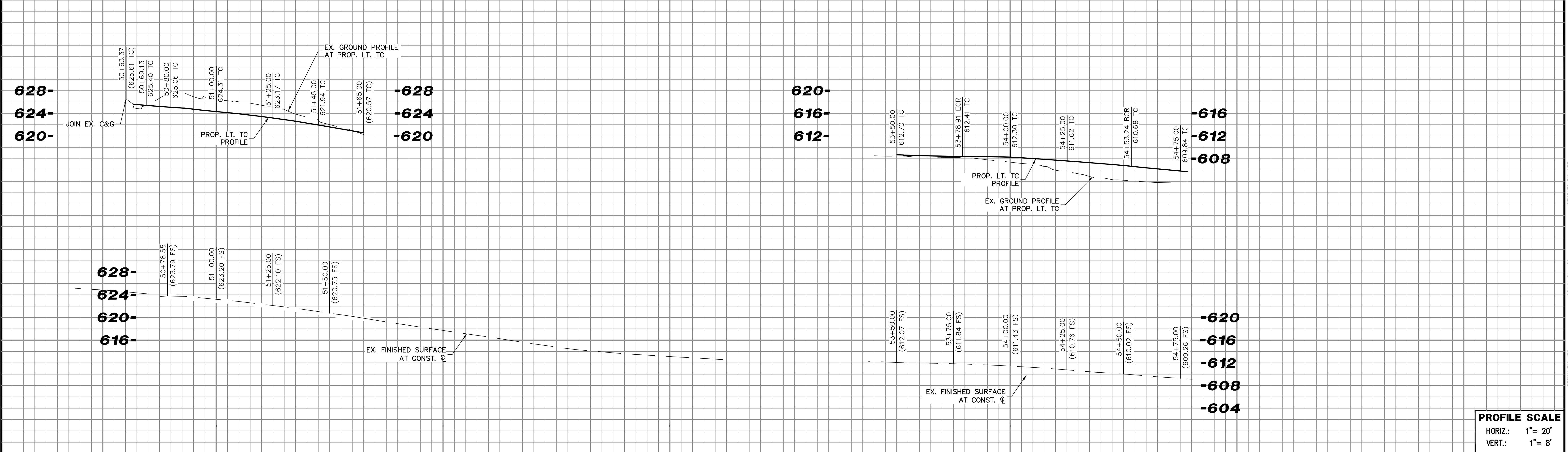


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 RAYMOND T. TAO RCE 56181 5/17/2024 DATE

STREET IMPROVEMENT PLANS
CITY OF BRADBURY
WILD ROSE AVENUE / BRADBURY ROAD WIDENING ROADWAY PLANS
RETAINING WALL PLAN

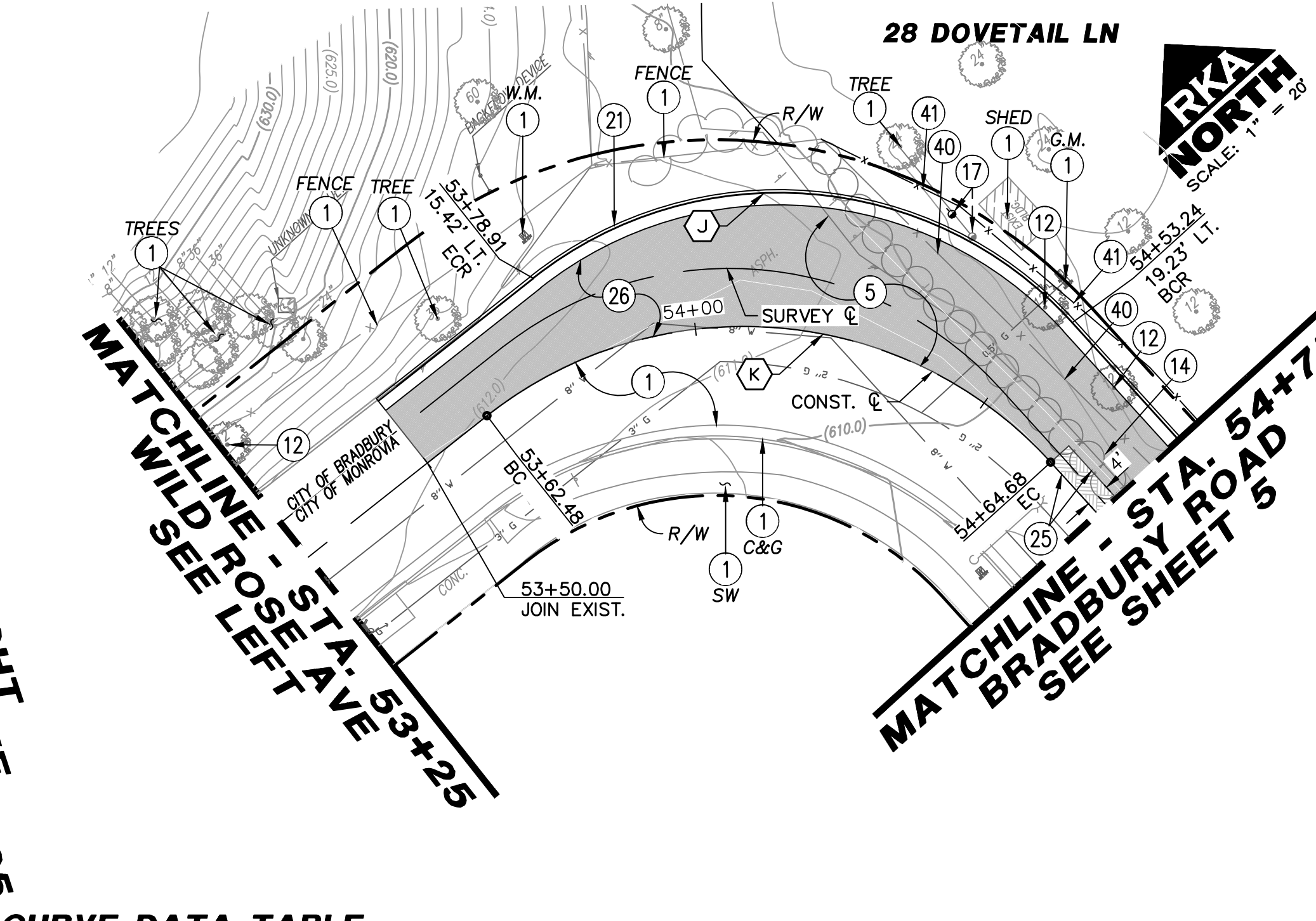
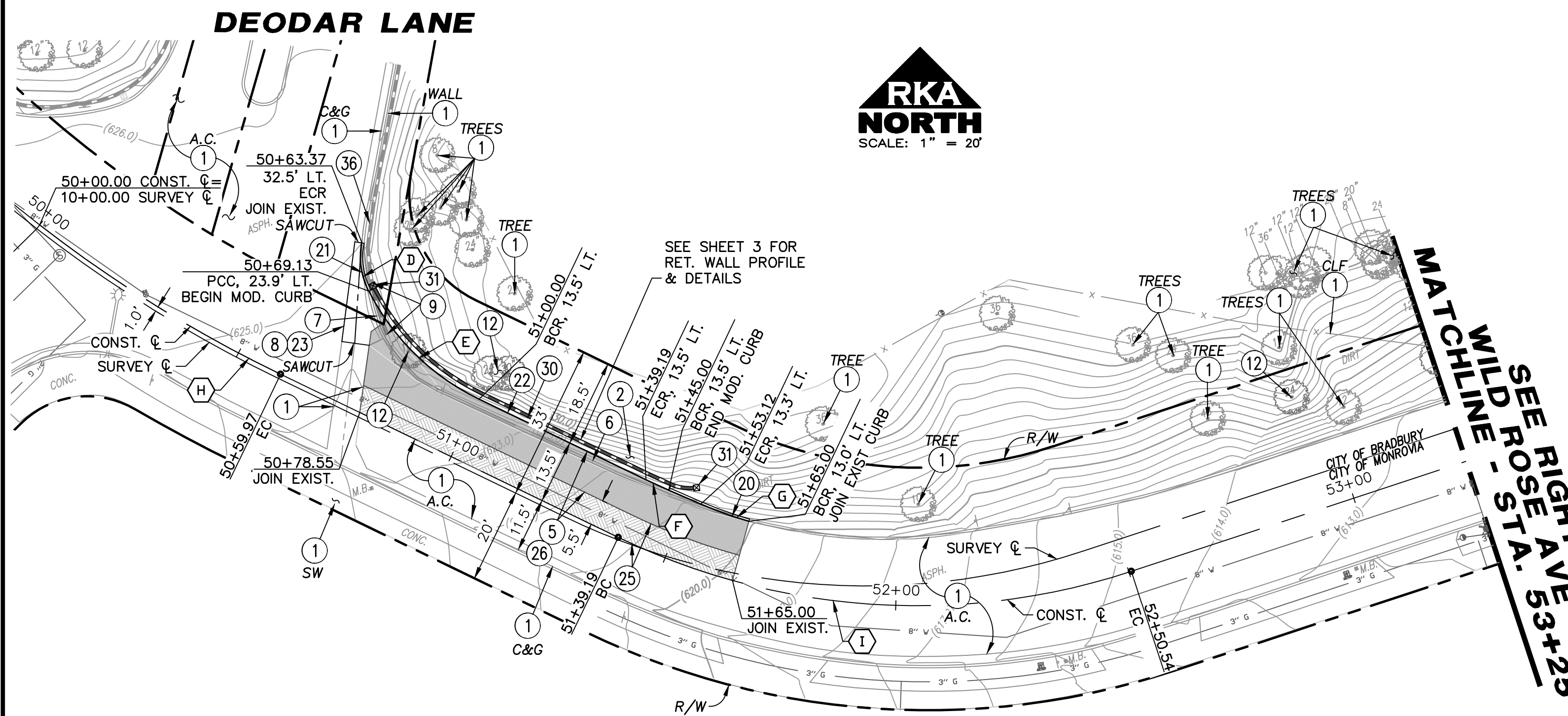
SHEET **3** OF **6** SHEETS
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 DRAWING DATE: 5/17/24

REVIEWED BY: RFP
 DESIGN BY: JES
 DRAWING NAME: X:\CAD\393035 - BRADBURY ROAD WIDENING\WMA\STRADLING
 JOB NO.: 393035
 PLAN SET: BRADBURY RD WIDENING PLANS



PROFILE SCALE
 HORIZ.: 1" = 20'
 VERT.: 1" = 8'

51+00 51+50 52+00 52+50 53+00 53+50 54+00 54+75



CONSTRUCTION NOTES

- 1 PROTECT-IN-PLACE.
- 2 GENERAL GRADING.
- 5 REMOVE EXISTING AC PAVEMENT AND SUBGRADE.
- 6 REMOVE EXISTING AC BERM.
- 7 REMOVE EXISTING P.C.C. CURB AND GUTTER.
- 8 REMOVE EXISTING P.C.C. CROSS GUTTER.
- 9 REMOVE EXISTING BLOCK WALL.
- 12 REMOVE EXISTING TREE.
- 14 REMOVE EXISTING HEDGE.
- 17 RELOCATE UTILITY POLE (EDISON).
- 20 CONSTRUCT 6" P.C.C. CURB PER SPPWC STD. PLAN NO. 120-3, TYPE A1-6.
- 21 CONSTRUCT 6" P.C.C. CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-3, TYPE A2-6.
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- 23 CONSTRUCT P.C.C. CROSS GUTTER PER SPPWC STD. PLAN NO. 123-3 TO MATCH EXISTING.
- 25 VARIABLE GRIND AND CONSTRUCT 1.5" C2-PG 64-10 A.C. PAVEMENT OVERLAY.
- 26 CONSTRUCT 4" A.C. PAVEMENT (1.5" C2-PG 64-10, 2.5" B-PG 64-10) OVER 6" CRUSHED MISCELLANEOUS BASE.
- 30 CONSTRUCT MASONRY RETAINING WALL PER DETAIL ON SHEET 3 AND PER SPPWC STD. NO. 617-3.
- 31 CONSTRUCT STONE COLUMN PILASTER PER DETAIL ON SHEET 3.
- 36 REMOVE EXISTING CONCRETE CAP, BUILD UP EXISTING WALL WITH ADDITIONAL BLOCKS TO MATCH PROPOSED TOP OF WALL PROFILE AS SHOWN ON SHEET 3. RECONSTRUCT RETAINING WALL PER DETAIL ON SHEET 3.
- 40 REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE POSTS AND FABRIC.
- 41 REINSTALL CHAIN LINK FENCE.

CURVE DATA TABLE

	DELTA	ARC LENGTH	RADIUS	TANGENT	NOTE		DELTA	ARC LENGTH	RADIUS	TANGENT	NOTE
D	37°36'00"	10.50'	16.00'	5.45'	CURB RETURN	H	11°58'35"	59.97'	286.90'	30.10'	☉ CURVE
E	37°15'00"	33.16'	51.00'	17.19'	TC CURVE	I	44°00'00"	111.65'	145.00'	58.58'	☉ CURVE
F	2°17'49"	5.27'	131.50'	2.64'	TC CURVE	J	88°06'27"	97.69'	65.00'	60.73'	TC CURVE
G	7°44'29"	10.81'	80.00'	5.41'	TC CURVE	K	86°06'27"	102.19'	68.00'	63.53'	☉ CURVE

LEGEND

- CONSTRUCT 4" AC (1.5" C2-PG 64-10, 2.5" B-PG 64-10) OVER 6" CRUSHED MISCELLANEOUS BASE.
- VARIABLE GRIND AND CONSTRUCT 1.5" C2-PG 64-10 A.C. PAVEMENT OVERLAY

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 CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Δ	DATE	DESCRIPTION	APP'D	DATE

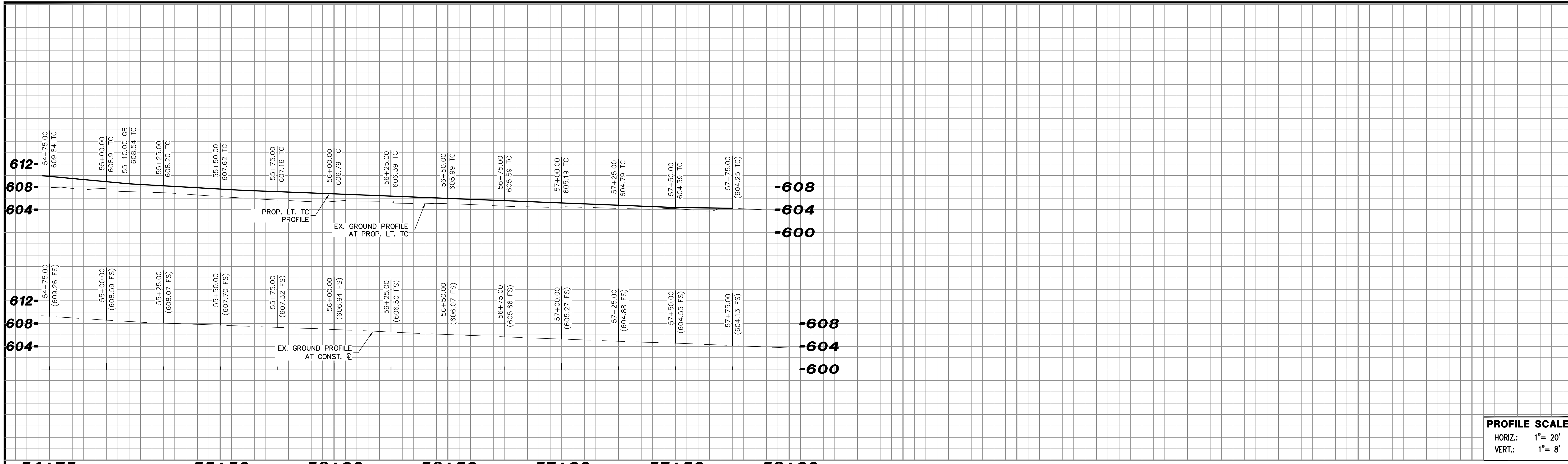
CITY OF BRADBURY
 APPROVED BY: *David Gilbertson* 5/17/2024
 DAVID GILBERTSON
 CITY ENGINEER



RKA CONSULTING GROUP
 398 S. LEMON CREEK DRIVE - SUITE E - WALNUT, CA - 91789
 (909) 594-9702 • (626) 331-8323 • FAX (909) 594-2658
 WWW.RKAGROUP.COM
 KURT R. PEDERSEN RCE 69745 5/17/2024 DATE

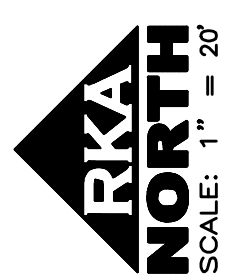
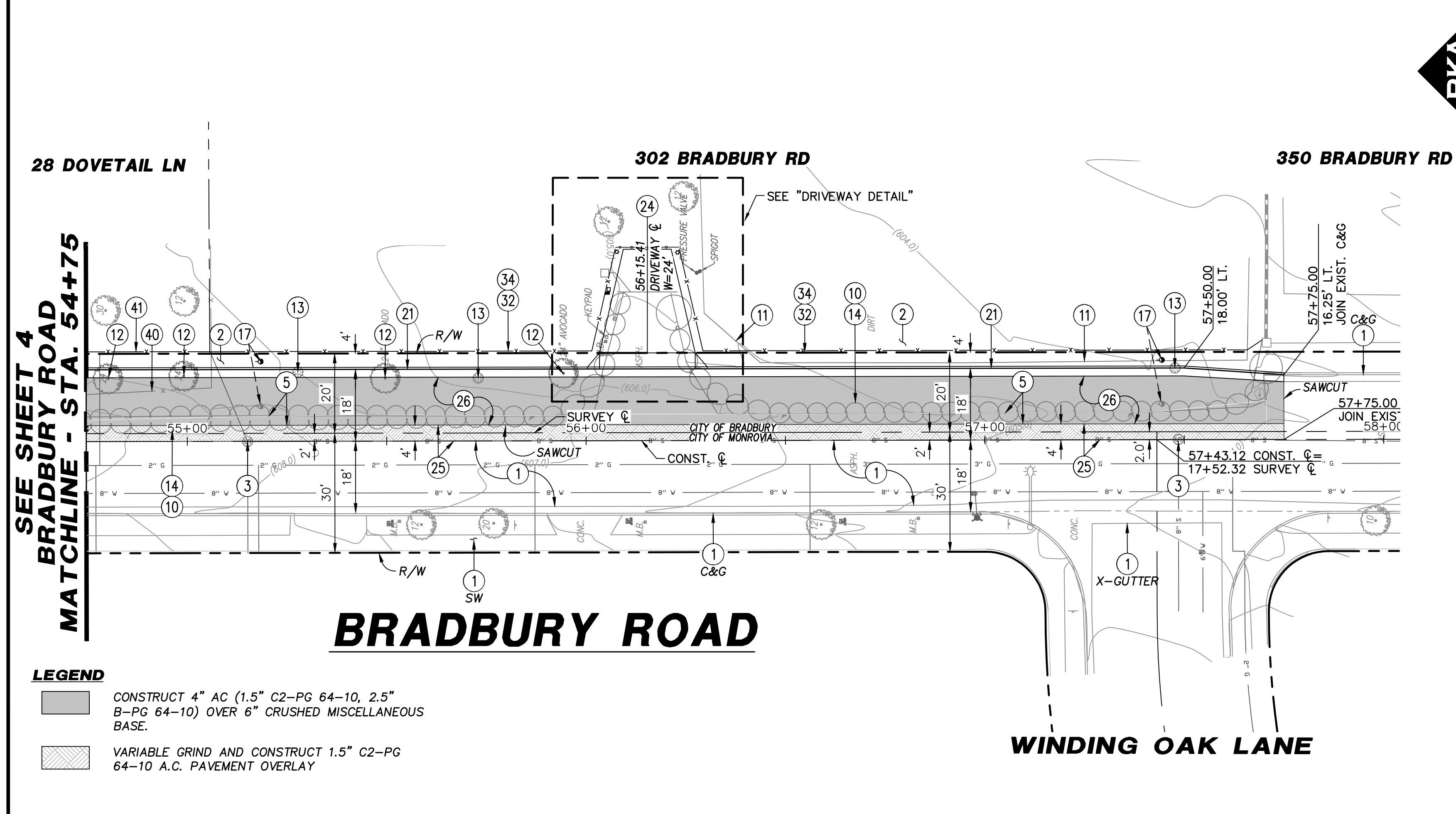
STREET IMPROVEMENT PLANS
CITY OF BRADBURY
WILD ROSE AVENUE / BRADBURY ROAD WIDENING ROADWAY PLANS
 STA 50+00 TO STA 54+75
 SHEET 4 OF 6 SHEETS

REVIEWED BY: RFP
 DESIGN BY: JES
 DRAWN BY: JES
 DRAWING NAME: X:\CAD\393035 - BRADBURY ROAD WIDENING\WMS\STRADLING
 JOB NO.: 393035
 PLAN SET: BRADBURY RD WIDENING PLANS
 DRAWING DATE: 5/17/24



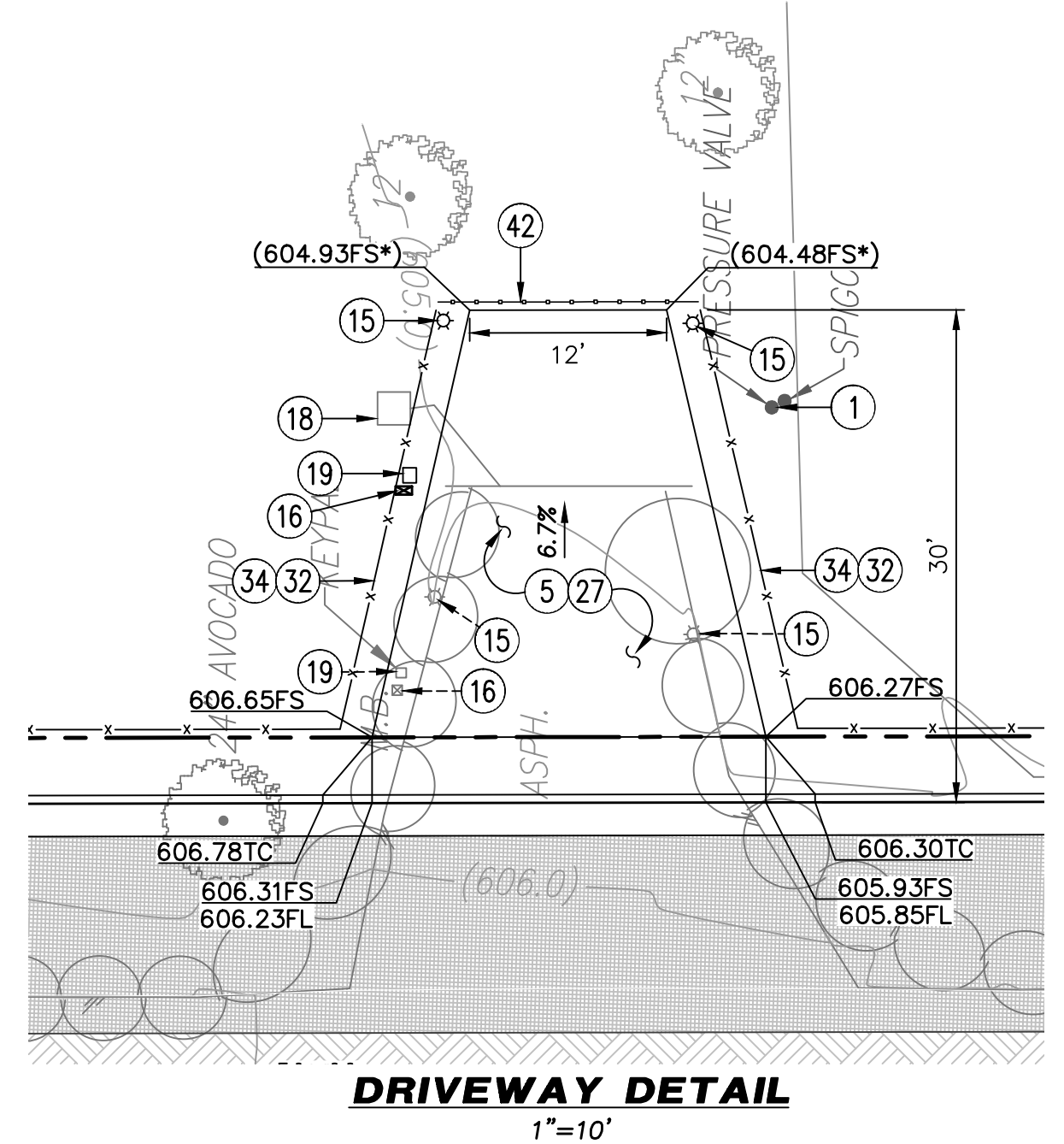
PROFILE SCALE
 HORIZ.: 1" = 20'
 VERT.: 1" = 8'

54+75 55+50 56+00 56+50 57+00 57+50 58+00



CONSTRUCTION NOTES

- 1 PROTECT-IN-PLACE.
- 2 GENERAL GRADING.
- 3 ADJUST EXISTING MANHOLE TO FINISHED SURFACE.
- 5 REMOVE EXISTING AC PAVEMENT AND SUBGRADE.
- 10 REMOVE EXISTING CHAIN LINK FENCE.
- 11 REMOVE AND SALVAGE EXISTING CORRAL FENCING.
- 12 REMOVE EXISTING TREE.
- 13 REMOVE EXISTING TREE STUMP.
- 14 REMOVE EXISTING HEDGE.
- 15 RELOCATE FLOOD LIGHTS ONTO NEW FENCE.
- 16 RELOCATE MAILBOX.
- 17 RELOCATE UTILITY POLE (EDISON).
- 18 REMOVE AND SALVAGE EXISTING POWER OPERATED SWING GATE SYSTEM.
- 19 REMOVE AND RELOCATE EXISTING KEYPAD AND RECONNECT TO EXISTING GATE SYSTEM.
- 21 CONSTRUCT 6" P.C.C CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-3, TYPE A2-6.
- 24 CONSTRUCT P.C.C. DRIVEWAY APPROACH PER SPPWC STD. PLAN NO. 110-2, TYPE B.
- 25 VARIABLE GRIND AND CONSTRUCT 1.5" C2-PG 64-10 A.C. PAVEMENT OVERLAY.
- 26 CONSTRUCT 4" A.C. PAVEMENT (1.5" C2-PG 64-10, 2.5" B-PG 64-10) OVER 6" CRUSHED MISCELLANEOUS BASE.
- 27 CONSTRUCT 4" A.C. DRIVEWAY.
- 32 CONSTRUCT 8' HIGH CHAIN LINK FENCE.
- 34 PLANT 6'-9' HIGH HEDGES AT 3' INTERVAL O.C.
- 40 REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE POSTS AND FABRIC.
- 41 REINSTALL CHAIN LINK FENCE.
- 42 RE-INSTALL POWER OPERATED SWING GATE SYSTEM WITH POSTS AND BRACING TO MATCH EXISTING IN-KIND.



DIG ALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT ID. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG.

1-800-422-4133

CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Δ	DATE	DESCRIPTION	APP'D	DATE

CITY OF BRADBURY

APPROVED BY: *David Gilbertson* 5/17/2024
 DAVID GILBERTSON
 CITY ENGINEER



RKA CONSULTING GROUP

398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789
 (909) 594-9702 • (626) 331-8323 • FAX (909) 594-2658
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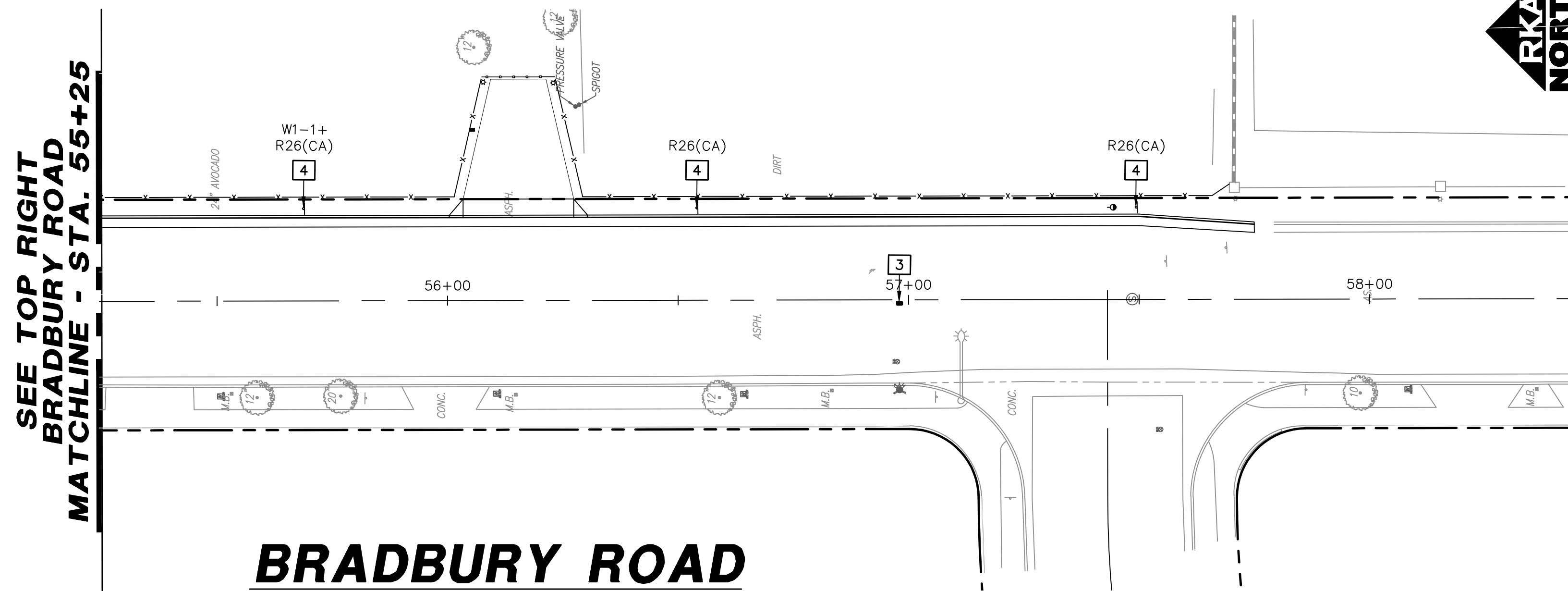
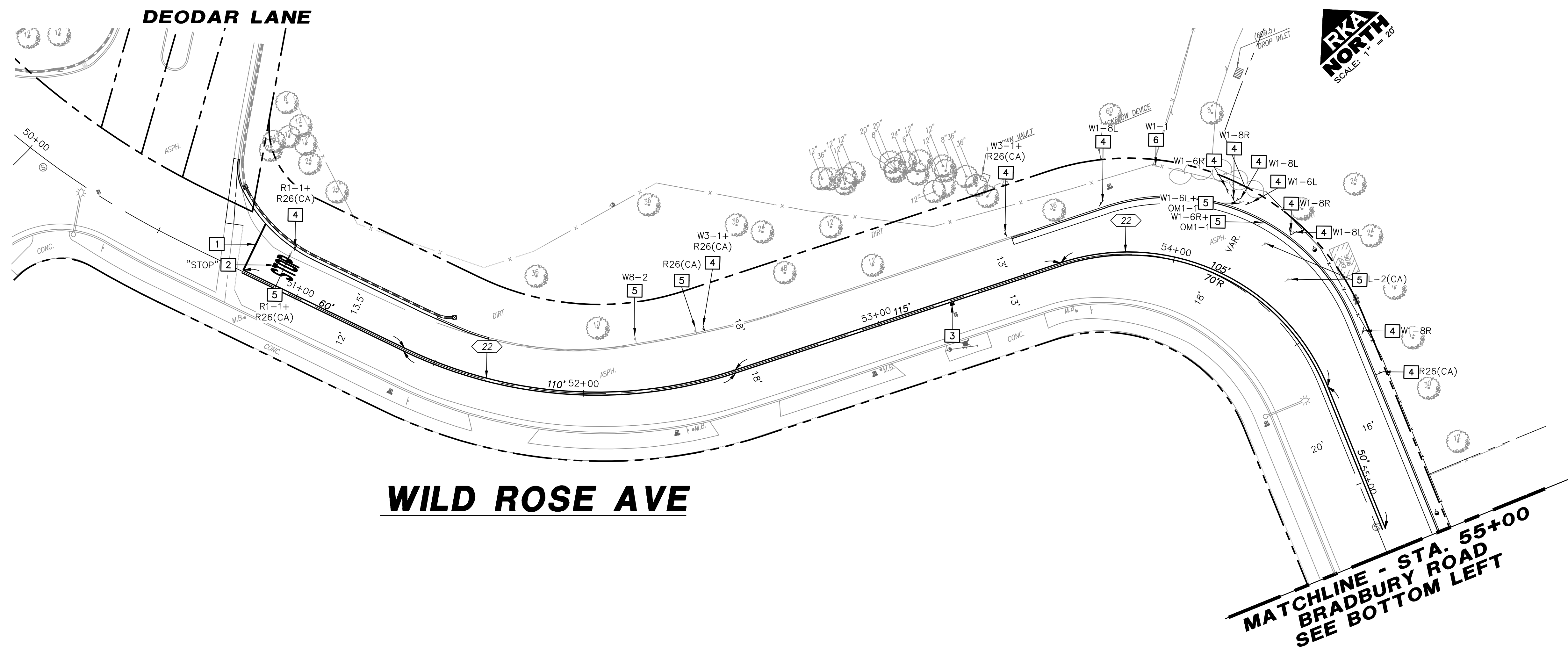
KURT R. PEDERSEN RCE 69745 DATE 5/17/2024

STREET IMPROVEMENT PLANS

CITY OF BRADBURY
 WILD ROSE AVENUE / BRADBURY ROAD WIDENING
 ROADWAY PLANS
 STA 54+75 TO STA 57+65

SHEET
 5
 OF
 6
 SHEETS

REVIEWED BY: RRP
 DESIGN BY: JES
 DRAWING NAME: X:\CAD\303035 - BRADBURY ROAD WIDENING\MO\STRADDLING
 JOB NO.: 303035
 PLAN SET: BRADBURY RD WIDENING PLANS
 DRAWING DATE: 5/16/24



STRIPING NOTES

- 1 INSTALL 12" WIDE WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS RSP NO. A24E.
- 2 INSTALL WHITE THERMOPLASTIC PAVEMENT MARKINGS (WORDS) PER CALTRANS STD PLAN NO. A24D.
- 3 INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKER PER CAMUTCD, FIGURE 3B-102(CA).
- 4 INSTALL NEW SIGN ON NEW POST.
- 5 REMOVE EXISTING SIGN AND POST.
- 6 REMOVE EXISTING SIGN.

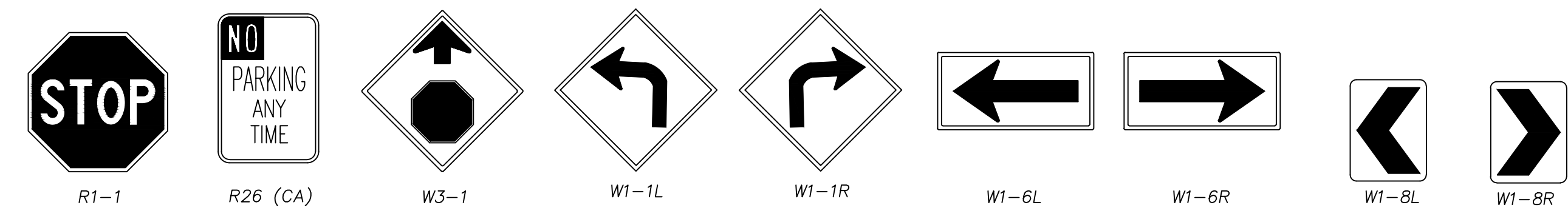
LEGEND

XX > DETAIL NUMBER PER CALTRANS STANDARD PLANS A20A THROUGH A24E.

GENERAL STRIPING NOTES

1. SIGNING AND STRIPING SHALL BE ACCORDING TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD), LATEST EDITION.
2. ALL CONFLICTING SIGNING AND STRIPING SHALL BE REMOVED. LINES AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SANDBLASTING. PAVEMENT DAMAGED DUE TO REMOVING RAISED PAVEMENT MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. ALL RAISED PAVEMENT MARKERS SHALL BE CERAMIC TYPE.
3. ALL ARROWS, PAVEMENT MARKINGS, LIMIT LINES, AND CROSS-WALKS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTER LINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR FACE OF CURB AS APPROPRIATE.
5. PROPOSED LANE LINES SHALL MATCH EXISTING LANE LINES UNLESS OTHERWISE INDICATED.
6. ALL CAT-TRACK LAYOUTS MUST BE INSPECTED BY THE ENGINEER IN THE FIELD BEFORE STRIPING BEGINS. CONTACT PUBLIC WORKS INSPECTOR 24 HOURS BEFORE CAT-TRACKING TO SCHEDULE INSPECTION.
7. REFLECTIVE BLUE PAVEMENT MARKERS SHALL BE INSTALLED AT EACH FIRE HYDRANT.
8. ALL NECESSARY STRIPING SHALL BE LOCATED PRIOR TO POSITIONING NEW DETECTOR LOOPS. LOOP LAYOUTS SHALL BE INSPECTED AND APPROVED PRIOR TO INSTALLATION.
9. CONTRACTOR SHALL REPAINT ALL EXISTING RED CURB LOCATIONS WITHIN THE PROJECT LIMITS.
10. ALL LANE LINE STRIPING SHALL BE 6" WIDE UNLESS OTHERWISE NOTED.

SIGN LEGEND



DIG ALERT
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Δ	DATE	DESCRIPTION	APP'D	DATE

REVISIONS

CITY OF BRADBURY
 APPROVED BY: *David Gilbertson* 5/17/2024
 DAVID GILBERTSON
 CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
 KURT R. PEDERSEN
 NO. 69745
 CIVIL
 STATE OF CALIFORNIA

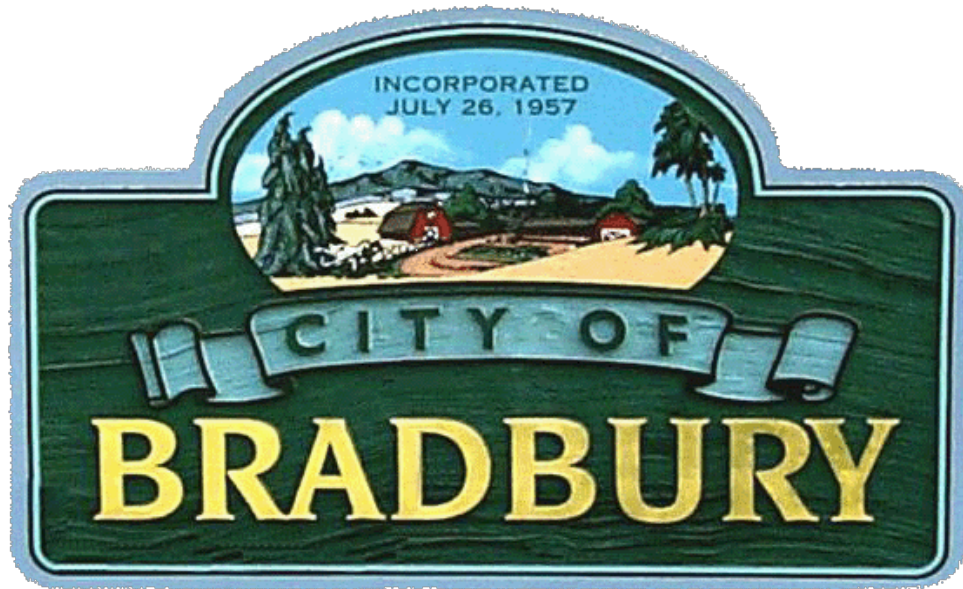
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 (909) 594-9702 • (626) 331-8323 • FAX (909) 594-2658
 WWW.RKAGROUP.COM
 KURT R. PEDERSEN RCE 69745 5/17/2024 DATE

STREET IMPROVEMENT PLANS
 CITY OF BRADBURY
 WILD ROSE AVENUE / BRADBURY ROAD WIDENING
 SIGNING & STRIPING PLANS
 WILD ROSE AVENUE & BRADBURY ROAD

SHEET
 6
 OF
 6
 SHEETS

JOB NO.: 393035
 PLAN SET: BRADBURY RD WIDENING PLANS
 DRAWING DATE: 5/16/24
 DESIGN BY: JBS
 DRAWN BY: JBS
 REVIEWED BY: JRP
 DRAWING NAME: X:\CAD\393035 - BRADBURY ROAD WIDENING\WIDENING.DWG

CITY OF BRADBURY



BRADBURY ROAD WIDENING

CONTRACT DOCUMENTS

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CITY OF BRADBURY

NOTICE INVITING BIDS

The City of Bradbury (“City”) will receive sealed bids for the **BRADBURY ROAD WIDENING** Project at the office of the City Clerk, City of Bradbury City Hall, 600 Winston Avenue, Bradbury, California until no later than **June 27, 2024 at 11:00 A.M.** at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City’s Bid Forms. Contractors shall submit their bid in a sealed envelope marked with the job name and number.

Bidders may obtain a copy of the Contract Documents from the office of the City Clerk, City of Bradbury City Hall at: 600 Winston Avenue, Bradbury, California, (626) 358-3218 for Twenty-five dollars (\$25). A non-refundable charge of Thirty-five dollars (\$35) will be required of any bidder who requests that the Contract Documents be mailed within California (costs for out-of-state mailings will be higher). The City will also make the Contract Documents available for review at one or more plan rooms.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and

NOTICE INVITING BIDS

shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: A, or C12.

A pre-bid walk/site-visit has not been scheduled for this bid. The bidder is required to visit the project site and make himself fully aware of the requirements of the project.

Award of Contract: The City shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

COMPLIANCE MONITORING AND ENFORCEMENT

In accordance with Section 1771 of the State Labor Code all Contractor and Sub-Contractors will be subjected to the Public Works Contractor Registration Program with the Department of Industrial Relations. No Bidder will be allowed to submit a proposal on this project unless they are registered with the DIR. Registration can be completed by visiting: <https://efiling.dir.ca.gov/PWCR>.

Contractors and Sub-Contractors will also need to submit Certified Payroll Reports through the DIR Monitoring system. Prime Contractors will need to register at: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.

For further information, contact Kurt Pedersen at (909) 594-9702.

ENGINEER'S ESTIMATE: \$335,000.00

NOTICE INVITING BIDS

CITY OF BRADBURY

INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

EXAMINATION OF CONTRACT DOCUMENTS

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Office of the City Engineer by faxing (909) 594-2658 or emailing to kpedersen@rkagroup.com

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSTRUCTIONS TO BIDDERS

INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact Office of the City Engineer to verify that he has received all Addenda issued, if any, prior to the bid opening.

ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

INSTRUCTIONS TO BIDDERS

MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name, location, and license number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under

INSTRUCTIONS TO BIDDERS

any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsible bidder, or may call for new bids.

SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____
for the **BRADBURY ROAD WIDENING PROJECT**

DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

INSTRUCTIONS TO BIDDERS

WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

BASIS OF AWARD; BALANCED BIDS

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items. The City shall be, and is hereby constituted, the exclusive judge as to the responsiveness of a bidder, and in ascertaining the fact that the City will take into consideration the business integrity, financial resources, facilities for performing the work, experience in public works generally, and experience in similar public works operations, of the various bidders.

DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. 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 prime contractor. No Contract will be executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

INSTRUCTIONS TO BIDDERS

FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City Engineer. In order for a Bidder’s protest to be considered valid, the protest must:

Be filed in writing within five (5) calendar days after the bid opening date;

Clearly identify the specific irregularity or accusation;

Clearly identify the specific City staff determination or recommendation being protested;

Specify, in detail, the grounds of the protest and the facts supporting the protest; and

Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City Engineer or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

WORKERS COMPENSATION

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public

INSTRUCTIONS TO BIDDERS

money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

BRADBURY ROAD WIDENING

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Clearing, Grubbing, NPDES, and Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Unclassified Excavation	CY	75		
4	Variable Grind Existing A.C. Pavement	SF	1,800		
5	Adjust Existing Manhole to Finished Surface	EA	2		
6	Remove Existing Pavement and Subgrade	SF	4,700		
7	Remove Existing A.C. Berm	LF	80		
8	Remove Existing P.C.C. Curb and Gutter	LF	40		
9	Remove Existing P.C.C. Cross Gutter	SF	100		

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
10	Remove Existing Block Wall	LF	12		
11	Remove Existing Chain Link Fence	LF	340		
12	Remove and Salvage Existing Chain Link Fence Posts and Fabric	LF	115		
13	Remove and Salvage Existing Corral Fence	LF	155		
14	Remove Existing Tree	EA	10		
15	Remove Existing Tree Stump	EA	3		
16	Remove Existing Hedge	LF	410		
17	Remove and Salvage Existing Power Operated Swing Gate System	LS	1		
18	Remove and Salvage Existing Keypad	LS	1		
19	Relocate Flood Lights onto New Fence	EA	2		
20	Relocate Mailbox	EA	1		
21	Re-Install Chain Link Fence	LF	115		
22	Re-Install Swing Gate System with Post and Braces, Includes Extension of Underground Conduit and Wiring	LS	1		

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
23	Construct 6" P.C.C. Curb per SPPWC Std. Plan No. 120-3, Type A1-6	LF	15		
24	Construct 6" P.C.C. Curb and Gutter per SPPWC Std. Plan No. 120-3, Type A2-6	LF	475		
25	Construct Modified 6" P.C.C. Curb and Gutter per Detail on Sheet 3 of Plans	LF	80		
26	Construct P.C.C. Cross Gutter per SPPWC Std. Plan No. 123-3 to Match Existing	SF	100		
27	Construct P.C.C. Driveway Approach per SPPWC Std. Plan 120-2, Type B	SF	115		
28	Construct 6" Crushed Miscellaneous Base	TON	230		
29	Construct 2.5" B-PG 64-10 A.C. Pavement	TON	110		
30	Construct 1.5" C2-PG 64-10 A.C. Pavement	TON	80		
31	Construct 4" A.C. Driveway	SF	475		
32	Construct Masonry Retaining Wall per Detail on Sheet 3 of the Plans and per SPPWC Std. Plan 617-3	SF	550		
33	Construct Retaining Wall Footing per Detail on Sheet 3	CY	40		
34	Construct Stone Pilaster per Detail on Sheet 3 of Plans	2	EA		

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
35	Remove Concrete Cap and Build Up Existing Block Wall with Additional Blocks, Reconstruct Concrete Cap and Add Stucco Finish to Match New Wall	LS	1		
36	Construct 8' High Chain Link Fence	LF	300		
37	Install Green Fence Privacy Mesh Screen Net on Chain Link Fence	LF	290		
38	Furnish and Plant 6'-9' Tall Ficus Nitida Tree Hedge	EA	97		
39	Furnish and Plant 24" Box Avocado Tree	EA	6		
40	Furnish 24" Box Oak Trees	EA	8		
41	Plant Oak Trees	EA	8		
42	Irrigation and Landscaping Improvements at the Retaining Wall on Wild Rose Avenue	LS	1		
43	Signing & Striping	LS	1		

BID SCHEDULE

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ _____
Total Base Bid Price in Numbers

Total Base Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

Award of contract will be based on the **LOWEST TOTAL BASE BID PRICE.**

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

Attached is the fully executed Non-Collusion Affidavit form.

Attached is the completed Designation of Subcontractors form.

Attached is the completed Bidder Information Form.

Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BID SCHEDULE

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Bradbury, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for Bradbury Road Widening Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporation.

(Corporate Seal) _____
Principal

By _____
Title _____

(Corporate Seal) _____ Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

BID BOND

- 16 -

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	License Number	Subcontractor	Location of Business	DIR Number

Portion of Work	License Number	Subcontractor	Location of Business	DIR Number

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

INFORMATION REQUIRED OF BIDDERS

INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

4.0 How many years has Bidder’s organization been in business as a Contractor? ____

5.0 How many years has Bidder’s organization been in business under its present name? ____

5.1 Under what other or former names has Bidder’s organization operated?: _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

INFORMATION REQUIRED OF BIDDERS

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

INFORMATION REQUIRED OF BIDDERS

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

15.0 Within the last five years, has Bidder's organization had any judgments against them? If so, attach a separate sheet of explanation:

16.0 Has Bidder's organization defaulted on their insurance premiums? If so, attach a separate sheet of explanation:

17.0 Has Bidder's organization received any OSHA citations? State the result of those citations, if any. If so, attach a separate sheet of explanation:

18.0 Does Bidder's organization have any pending lawsuits? If so, attach a separate sheet of explanation:

INFORMATION REQUIRED OF BIDDERS

19.0 Does Bidder's organization have any pending claims against them? If so, attach a separate sheet of explanation:

20.0 Name of Bonding Company and Name and Address of Agent:

INFORMATION REQUIRED OF BIDDERS

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

List each person's job title, name and percent of time to be allocated to this project:

Summarize each person's specialized education:

List each person's years of construction experience relevant to the project:

Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

INFORMATION REQUIRED OF BIDDERS

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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. 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. All statements contained in the bid are true. 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 _____ [date], at _____ [city], _____ [state].

NON-COLLUSION DECLARATION

CONTRACT

THIS CONTRACT is made this _____ day of _____, 2022, in the County of Los Angeles, State of California, by and between the City of Bradbury, hereinafter called City, and _____, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1.SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

BRADBURY ROAD WIDENING

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2.TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within forty-five (45) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3.CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

ARTICLE 4.LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5.COMPONENT PARTS OF THE CONTRACT. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders

CONTRACT

- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p>Dated:</p> <p><u>[NAME OF CONTRACTOR]</u></p> <p>By _____</p> <p>Name and Title: _____</p> <p>License No. _____</p>	<p>Dated:</p> <p>CITY OF BRADBURY</p> <p>By _____</p> <p><i>Approved as to Form:</i></p> <p><u>***Approved Form – Signature on File***</u></p> <p>Wallin, Kress, Reisman, Kranitz City Attorney</p>
---	---

CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as “City”) has awarded to _____, (hereinafter referred to as the “Contractor”) _____ an agreement for _____ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, 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 therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s

PERFORMANCE BOND

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2022.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

PERFORMANCE BOND

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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Bradbury (hereinafter designated as the “City”), by action taken or a resolution passed on _____, 2024__ has awarded to _____ hereinafter designated as the “Principal,” a contract for the work described as follows:

(the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or

PAYMENT BOND

under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 2022 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, _____
if corporation) Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety) _____
Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED

PAYMENT BOND

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ARTICLE 1. DEFINITIONS

Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the City .

Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.

Approval means written authorization by Engineer and/or City .

Contract Documents includes all documents as stated in the Contract.

City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.

Day shall mean calendar day unless otherwise specifically designated.

Engineer shall mean the City Manager, or his or her designee, for the City of Bradbury, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “City’s Representative” or “Representative” in the Contract Documents.

Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.

Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.

Install means the complete installation of any item, equipment or material.

Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

Project is The Work planned by City as provided in the Contract Documents.

GENERAL CONDITIONS

Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

Recyclable Waste shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction (“Greenbook”), latest Edition, which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.

The Work means the entire improvement planned by the City pursuant to the Contract Documents.

Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

- Change Orders or Work Change Directives
- Addenda
- Special Provisions (or Special Conditions)
- Technical Specifications
- Plans (Contract Drawings)
- Contract
- General Conditions
- Instructions to Bidders
- Notice Inviting Bids
- Contractor’s Bid Forms
- Greenbook
- Standard Plans
- Reference Documents

GENERAL CONDITIONS

With reference to the Drawings, the order of precedence shall be as follows:

- Figures govern over scaled dimensions
- Detail drawings govern over general drawings
- Addenda or Change Order drawings govern over Contract Drawings
- Contract Drawings govern over Standard Drawings
- Contract Drawings govern over Shop Drawings

Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **3 (three)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

Examination of Contract Documents. Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

Quality of Parts, Construction and Finish. All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer

GENERAL CONDITIONS

may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.

Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 811 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

Estimated Schedule. Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the

GENERAL CONDITIONS

schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and “float time” for all “slack” or “gaps” in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor’s judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.

Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how,

GENERAL CONDITIONS

the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

The Contractor shall bear all of the City’s costs associated with the review of substitution requests.

The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.

Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer’s attention to such deviations at time of submission and has secured the Engineer’s written Approval. Engineer’s Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

GENERAL CONDITIONS

These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

GENERAL CONDITIONS

ARTICLE 13. SUBCONTRACTORS

Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

The City reserves the right to Approve all subcontractors. The City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.

The Contractor shall arrange and pay for all non-city inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such non-city inspections delineated as the City's responsibility pursuant to the Contract Documents. Prior to the start of any work, the Contractor shall take out the applicable City and non-City permits and make arrangements for City and non-City inspections. Payment for this work shall be included in the bid items of work, and no additional compensation will be allowed. **The City of Bradbury will waive the usual encroachment permit fees.**

The Contractor shall obtain an Encroachment Permit from the City of Monrovia prior to the commencement of construction. Payment for this permit and all licenses shall be included in the bid items of work, and no additional compensation will be allowed.

Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

ARTICLE 15. PROJECT SITE MAINTENANCE

Full compensation for developing a water supply including all labor, materials, tools, and equipment for developing water supply **including meter deposit** and/or rental, piping, storage,

GENERAL CONDITIONS

and all other operations involved in developing water supply shall be considered as included in the various items using water and no separate compensation will be allowed.

ARTICLE 16. UTILITY USAGE

All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the City. Contractor may either request reimbursement from the City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

ARTICLE 18. TRENCHES

Trenches Five Feet or More in Depth. The Contractor shall submit to the City, 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 any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

GENERAL CONDITIONS

Subsurface or latent physical conditions at the site differing from those indicated.

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 the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so 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, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 19. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 20. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 21. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of

GENERAL CONDITIONS

toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 22. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 23. COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.

Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 24. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

The Contractor shall be responsible for providing surveying and construction staking required for the construction of this project.

ARTICLE 26. EXCESSIVE NOISE

The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

The Contractor shall comply with the City of Bradbury Ordinance Title 9.06-Site Planning and General Development Standards Chapter 9.06.110.

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ARTICLE 27. TESTS AND INSPECTIONS

If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 28. PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

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In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

Provide substantial barricades around any shrubs or trees indicated to be preserved.

Deliver materials to the Project site over a route designated by the Engineer.

Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.

Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

At the completion of work each day, leave the Project site in a clean, safe condition.

Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property

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as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 29. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

~~ARTICLE 30. INSPECTOR'S FIELD OFFICE~~

~~The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.~~

~~A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.~~

ARTICLE 31. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 32. HOURS OF WORK

Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

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It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:

Powered Vehicles

Construction Equipment

Loading and Unloading Vehicles

Domestic Power Tool.

ARTICLE 33. PAYROLL RECORDS

Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

Contractors and Sub-Contractors will also need to submit Certified Payroll Reports through the DIR Monitoring system. Prime Contractors will need to register at: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is

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effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 34. PREVAILING RATES OF WAGES

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 35. EMPLOYMENT OF APPRENTICES

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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ARTICLE 36. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

ARTICLE 37. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 38. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 39. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, contain a Waiver of Subrogation in favor of the City and shall comply with the provisions of Article 42. .

ARTICLE 40. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability,

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products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor’s operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Such policy shall comply with all the requirements of this Article and Article 42. . The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor’s indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the City as a result thereof.

All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

ARTICLE 41. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 42 below.

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ARTICLE 42. BUILDER’S RISK [“ALL RISK”]

It is the Contractor’s responsibility to maintain or cause to be maintained Builder’s Risk [“All Risk”] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.

Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

Coverage shall include all materials stored on site and in transit.

Coverage shall include Contractor’s tools and equipment.

Insurance shall include boiler, machinery and material hoist coverage.

Such insurance shall comply with the provisions of the Contract Documents.

ARTICLE 43. FORM AND PROOF OF CARRIAGE OF INSURANCE

Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director’s and officers, employees, agents and representatives are to be named as Additional Insureds and a Waiver of Subrogation in favor of those parties shall be provided. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth

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herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 44. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) calendar days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

Inclement Weather. Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The

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Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 45. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.

The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 46. MOBILIZATION

When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

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Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

Obtaining and paying for all bonds, insurance, and permits.

Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

Installing temporary construction power, wiring, and lighting facilities.

Establishing fire protection system.

Developing and installing a construction water supply.

Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

Arranging for and erection of Contractor's work and storage yard.

Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

Full-time presence of Contractor's superintendent at the job site as required herein.

Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 47. PAYMENTS

The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

GENERAL CONDITIONS

Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.

Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 48. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

Stop Notice Claims.

Defective work not remedied.

Failure of Contractor to make proper payments to its subcontractors or suppliers.

Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

Damage to another contractor or third party.

Amounts which may be due the City for claims against Contractor.

Failure of Contractor to keep the record ("as-built") drawings up to date.

Failure to provide updates on the construction schedule.

Site clean up.

Failure of the Contractor to comply with requirements of the Contract Documents.

Liquated damages.

Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

GENERAL CONDITIONS

ARTICLE 49. CHANGES AND EXTRA WORK

Change Order Work.

The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.

Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.

Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.

If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

GENERAL CONDITIONS

Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

“Net Cost” is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.

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For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 50. OCCUPANCY

The City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

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ARTICLE 51. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 52. RECORD ("AS BUILT") DRAWINGS

Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 53. RESOLUTION OF CONSTRUCTION CLAIMS

In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall

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be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*

All Claims: All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

Claims Under \$50,000. The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

Claims over \$50,000 but less than or equal to \$375,000. The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

The Contractor will submit the claim justification in the following format:

Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

List of documents relating to claim

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

GENERAL CONDITIONS

Analysis of claim merit

Analysis of claim cost

Analysis of time impact analysis in CPM format

Cover letter and certification of validity of the claim

If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.

If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

ARTICLE 54. CITY'S RIGHT TO TERMINATE CONTRACT

Termination for Cause: The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

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Termination For Convenience: The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

Stop Work as specified in the Notice.

Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.

Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.

Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."

These provisions are in addition to and not in limitation of any other rights or remedies available to the City.

Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 55. WARRANTY AND GUARANTEE

Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the

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Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.

The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

Obtain for City all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the City; and

Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 56. DOCUMENT RETENTION & EXAMINATION

In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

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In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 57. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 58. SEPARATE CONTRACTS

The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 59. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is

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earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 60. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 61. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 62. INTEGRATION

Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 63. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the City. Any assignment without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 64. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

GENERAL CONDITIONS

ARTICLE 65. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the 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. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 66. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 67. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 68. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

GENERAL CONDITIONS

ARTICLE 69. OWNERSHIP OF DRAWING

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of The Work.

ARTICLE 70. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 71 . PRESERVATION OF PROPERTY

Existing improvements or facilities and trees and shrubs that are not to be removed, shall be protected from injury or damage resulting from operations of the Contractor, and the Contractor shall be responsible for such damage. Only trees and shrubs specifically designated or marked for removal by the Engineer shall be removed.

The Contractor shall provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations. Failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

ARTICLE 72. REMOVAL AND DISPOSAL OF MATERIAL

Material removed during clearing and grubbing, including any excess excavation, shall be removed from the site of the work and disposed of at a location acceptable to the Engineer. Burning of materials on the site will not be permitted.

ARTICLE 73 . WATERING

All water used for compacting original ground, embankments, structure and trench backfill, subgrade, base and for laying dust caused by grading or traffic shall be included in the price bid for such items and separate payment will not be allowed for watering.

The contractor shall ensure that all disturbed areas and roads within the project are watered, with complete coverage of disturbed areas, at least 3 times daily during dry weather.

Earthwork and grading will be paid for at the unit or lump sum price listed in the Proposal, or, if no separate item is included, in the other items of work to which it relates.

GENERAL CONDITIONS

**TECHNICAL SPECIFICATIONS
DESCRIPTION OF BID ITEMS**

TECHNICAL SPECIFICATIONS

-i-

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction, Latest Edition including supplements, the City of Bradbury Technical Specifications, and the Special Provisions and General Conditions of these specifications.

Bid Item No. 1 – Clearing & Grubbing, Mobilization and NPDES Requirements

The work included in this item shall consist of all the work described in Subsection 300-1, “Clearing and Grubbing,” of the Standard Specifications for Public Works Construction, hereafter referred to as Standard Specifications. Mobilization shall comply with Section 7-3.4, “Mobilization” of the Standard Specifications and these Special Provisions.

This Bid Item shall include, but not be limited to securing of all bonds, permits and licenses, procurement and mobilization of all construction equipment, personnel, construction office, approved construction staging area, and preparation of existing ground within the project area. Brush and other organic matter shall be removed from the area of the proposed improvements and from anywhere soils or construction materials will be stockpiled. This Bid Item is to include any and all work required to keep the public right-of-way, adjoining properties and downstream drainage improvements free of construction debris and silt.

This bid item shall also include the clearing of the brush on the existing hillside above the existing and proposed retaining wall near the northeast corner of the intersection of Wild Rose Avenue and Deodar Lane in preparation for planting.

This Bid Item shall include, but not be limited to the protection of Oak Trees during construction.

Prior to commencement of any demolition and construction, all existing Oak Trees shall be protected by the placement of a continuous orange 4’ high safety fence placed at the limits of construction as well as around the drip line of the canopy for any existing Oak Tree within the limits of construction that are identified to be protected. The exact location for the placement of the protective safety fencing shall be per the direction of the City Engineer and Project Arborist. Any deviation regarding the placement, type, or height of the fencing shall be specifically approved by the Project Arborist and the City of Bradbury. The fencing must be visible and structurally sound enough to deter construction equipment, foot traffic, and the storing of equipment under tree canopies. Hardscape construction, grading, compaction, trenching, storage of materials, vehicles, or debris, or washing of chemicals or equipment is not allowed within the fenced area (tree protection zone), unless specifically allowed by the project arborist. All demolition and grading within the tree protection zone shall be done with hand tools under the project arborist’s supervision. All necessary trenching shall be done by hand with pneumatic or hydraulic soil excavation tools. Tree roots and branches larger than 1-1/2” diameter shall not be cut without the project arborist’s prior approval. Dust control measures must be implemented during construction. These measures, including fencing, must be continuously maintained throughout construction.

All clearing & grubbing, earth-moving activities, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit dust emissions.

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No additional amounts shall be paid for erosion control, erosion damage cleanup, removal of debris from the project site, NPDES requirements (including the plan), or removal of soil deposited on public streets by construction traffic. The Contractor shall have a Stormwater Pollution Prevention Plan (SWPPP) prepared by a QSD (Qualified SWPPP Developer) in accordance with the City of Bradbury Municipal Code Section 9.109.050. The SWPPP shall incorporate all necessary Best Management Practices (BMP's) and other NPDES regulations to limit the potential of erosion and polluted runoff during construction activities.

Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

Payment for this item shall be on a lump sum basis and no additional compensation will be made.

Bid Item No. 2 – Traffic Control

The Contractor shall be required to initiate and maintain project coordination with affected stakeholders, other contractors, residents, schools, police & fire departments, solid waste collection department, utility agencies, transportation agencies and businesses throughout the course of this project.

At least ten (10) working days prior to commencing work for each street segment, the Contractor shall submit to the Engineer his proposed schedule for his methods of traffic control. This submittal shall be made sufficiently in advance of any rerouting or diversion of traffic by the Contractor to allow for a review and approval of the Contractor's proposed traffic control.

The Contractor shall provide notice to residents and businesses on affected streets. The notice shall be in the form of a letter prepared by the Contractor and approved by the City and distributed by the Contractor no later than seven (7) calendar days before the start of construction.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. All signs to be used on the job during hours of darkness shall be reflectorized. All traffic control signs, barricades and delineators used on the project shall be in good condition and uniform throughout the project. Faded and damaged traffic control devices will not be acceptable. All signs, barricades and methods shall conform to the requirements of the current "California Manual on Uniform Traffic Control Devices" (CAMUTCD).

The Contractor shall provide a phased traffic control plan for the project. The traffic control plan shall be a scaled drawing showing existing topographic features and existing traffic control devices as well as proposed temporary traffic control. The traffic control plan shall be prepared by an engineer registered as a Civil or Traffic Engineer in the State of California. Said engineer shall sign and stamp the plan.

The Contractor shall supply and post signs at each entrance to the construction work locations to warn motorists of possible safety hazards. The signs shall be of sufficient size and shall be mounted in such a way to be readable by the motorists.

Traffic control plan shall include the location of the static project signs and shall also include the locations of the Changeable Message Sign (CMS) Boards, which shall be trailer mounted and conform to the latest requirements of the CA MUTCD. One (1) CMS Board will be required for each direction of traffic, for a total of two (2) CMS Boards being required for the project. The message displayed on the Board shall be consistent with the current construction activity taking place and shall be approved by the City Engineer or representative.

No material or equipment shall be stored where it will interfere with the safe passage of public traffic and at the end of each day's work, the Contractor shall remove all equipment and other obstructions from that portion of the roadway used by public traffic.

Whenever the Contractor's operations require one-way traffic or create a condition hazardous to the public traffic, he shall provide and station certified flagmen whose sole duties shall consist of directing the movement of traffic through and around the work site.

Contractor shall maintain two-way traffic at the end of each working day. All temporary traffic control signage (Lane Closed, Flagger Symbol, etc.) that pertains to one-way traffic shall be stored at the end of the working day.

It is anticipated that excavation of the existing hillside and construction of the retaining wall on Wild Rose Avenue may warrant a full closure of Wild Rose Avenue and/or Bradbury Road. The Contractor shall make every effort to reduce the number and duration of road closures. The Contractor is to identify, as part of their construction schedule, the anticipated dates of road closures as well as their duration, providing a start and end time and are subject to the discretionary approval by the Engineer. The Contractor is to also provide a detour plan as a part of their stamped Traffic Control Plan.

Should the Contractor fail to provide and maintain these devices and services and the City is required to alleviate said conditions, the total charges for labor, equipment and materials, including overhead and transportation, accrued by the City for such work will be deducted from the contract payments to the Contractor.

Action on the part of the Engineer in directing the Contractor's attention to inadequacy of the required devices and services or any action of the City to alleviate the Contractor's inadequacies shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to provide and maintain these devices and services.

Payment for this item shall be on a lump sum basis and no additional compensation will be made.

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Bid Item No. 3 – Unclassified Excavation

The work included in this item shall consist of all the work described in Subsection 300-2, “Unclassified Excavation,” of the Standard Specifications for Public Works Construction, hereafter referred to as Standard Specifications.

Unclassified Excavation shall consist of all excavation, including roadways and shoulders, unless separately designated. Any unclassified needed for grading of this project shall be by Subsection 300-4 “Unclassified Fill” of the Standard Specifications using the material generated from the unclassified excavation. All surplus excavated material must be properly disposed of at an offsite location by the Contractor.

In the event that potential archeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archeologist from the City has evaluated the find to determine whether the find constitutes a “unique archeological resource,” as defined in Section 21083.2(g) of the California Public Resource Code. Any resources identified shall be treated in accordance with Section 21083.2(g) of the California Public Resource Code. If the discovered resource(s) appears Native American in origin, the Native American Monitor shall evaluate any potential tribal cultural resource(s) and shall have the opportunity to consult on appropriate treatment and curation of these resources.

In the event that potential paleontological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified paleontologist from the City has evaluated the find in accordance with federal and state regulations. Construction personnel shall not collect or move any paleontological materials and associated materials. If any fossil remains discovered, the paleontologist shall make a recommendation if monitoring shall be required for the continuance of earth moving activities.

In the event that tribal cultural resources (TCR’s) are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find and shall not resume until the discovered TCR has been fully assessed by the Tribal Consultant. The Tribal Consultant will recover and retain all discovered TCR’s in the form and/or manner the Tribe deems appropriate, in the Tribe’s sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural, and/or historical purposes.

Native American human remains are defined in Public Resources Code Section 5097.98(d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC Section 5097.98, are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the Coroner has determined the nature of the remains. If the Coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact the Native American Heritage Commission, and PRC Section 5097.98 shall be followed.

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The measurement and payment for unclassified excavation and export shall be made at the contract unit price per cubic yard and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required for unclassified excavation and export in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 4 – Variable Grind Existing A.C. Pavement

This Bid Item shall include any and all material and work involved for cold milling existing asphalt pavement in accordance with Section 404, “Cold Milling” of the Standard Specifications. The locations of the cold mill of asphalt concrete are noted on the Plans.

Cold milling machine shall be self-propelled and be specially designed and built for grinding flexible pavements. It shall plane without tearing or gouging the underlying surface and blade removals into windrows. Drum lacing patterns shall permit 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 adjustable as to crown and depth by tilting the drum axis. A dust suppression system with 700-gallon minimum water storage tanks and two high-pressure spray bars with spiral nozzles shall be standard equipment. The equipment shall be demonstrated to have been operating successfully on similar work completed prior to the award of this contract. The equipment shall meet or exceed all other applicable requirements for noise and air pollution.

Loosened material shall be removed so that no aggregate remains on the project, and on parkway and side streets, at the end of each workday.

In the event of inclement weather where rain has been forecasted within 24 hours, the Contractor will ensure that all loosened material has been removed from the street surface, parkway, and side streets and that no debris will be discharged with storm run-off into the storm drain system.

Loaders and trucks of approved sized, type and number suitable for hauling materials shall be provided.

The Contractor shall provide adequate protection to trees, curbs, gutters, and other adjoining structures to ensure against damage from milling operations.

The measurement and payment for variable grind existing A.C. Pavement shall be made at the contract unit price per square foot and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to grind the pavement in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 5 – Adjust Existing Manhole to Finished Surface

Bid Items shall include the adjustment of the existing manhole covers, valves, and monitoring wells to grade by the Contractor in accordance with Section 403, “Manhole Adjustment and Reconstruction” of the Standard Specifications for Public Works Construction.

Prior to the start of work, the Contractor shall locate and mark all utility manholes, valves, and monitoring wells.

The Contractor shall be responsible for or work in conjunction with the utility companies to lower/raise and/or readjust all other existing manholes and valves during paving operations to finished grade as shown on the plans and as directed by the Engineer. The finished grade of the manholes and valves and all associated paving around the manholes and valves shall be flush with the finished surface within a 3/8” tolerance. The contractor shall be required to adjust any manhole and valve found not in conformance with these requirements, as determined by the Engineer, at their sole expense.

The measurement and payment for adjusting manholes shall be made at the contract unit price per each and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to adjust manholes in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 6 – Remove Existing A.C. Pavement and Subgrade

Bid Item No. 7 – Remove Existing A.C. Berm

This Bid Item shall include all labor and materials required to remove and dispose of existing A.C. pavement, A.C. berm, aggregate base, native material, and tree roots to the required depth as shown on the plans.

AC pavement shall be sawcut full depth around the entire joint perimeter. Removal of existing pavement sections shall be to the depth required for construction of the replacement roadway sections as shown on the plans and these specifications. All removed material becomes the property of the Contractor and shall be hauled and disposed of properly at a licensed disposal facility outside of the public right-of-way.

The Contractor shall scarify the exposed surface of the subgrade, remove or grind roots, grade and compact to 95% relative compaction.

The measurement and payment for A.C. removals shall be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to remove A.C. materials in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 8 – Remove Existing P.C.C. Curb and Gutter

Bid Item No. 9 – Remove Existing P.C.C. Cross Gutter

Bid Item No. 10 – Remove Existing Block Wall

The work included in these bid items shall consist of any and all work necessary to remove and dispose existing concrete and masonry improvements and restore work area in accordance with Subsection 401-3 “Concrete and Masonry Improvements” of the Standard Specifications for Public Works Construction

Removal of the existing block wall also includes the removal of the stone pilaster. Care should be taking by the contractor to salvage the decorative lamp and any electrical connections/components on the existing wall for extension on the new wall.

All removed material becomes the property of the Contractor and shall be hauled and disposed of properly at a licensed disposal facility outside the public right-of-way.

The measurement and payment for P.C.C. and/or masonry removals shall be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to remove P.C.C. and/or masonry materials in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 11 – Remove Existing Chain Link Fence

Bid Item No. 12 – Remove and Salvage Existing Chain Link Fence

Bid Item No. 13 – Remove and Salvage Existing Corral Fence

Bid Item No. 17 – Remove and Salvage Existing Power Operated Swing Gate System

Bid Item No. 18 – Remove and Relocate Existing Keypad

These Bid Items shall include all labor and materials required for the removal/salvage, hauling off and disposal of existing fences, gates, and other miscellaneous items at selected locations as shown on plans.

All removed material, **with the exception of those bid items which specify salvaging**, becomes the property of the Contractor and shall be hauled and disposed of properly at a licensed disposal facility outside of the roadside right of way.

All of the chain link fence fronting **28 Dovetail Lane** shall be carefully removed and all posts and fence fabric shall be preserved. Any material removed that is unsuitable for reinstalment shall be disposed of and replaced at the expense of the Contractor.

The existing gate system that serves **302 Bradbury Road** shall be removed and salvaged. Any items that cannot be salvaged, shall be disposed of at the responsibility of the Contractor. The existing corral fencing at said property shall be removed and salvaged up to only the extents required for construction and shall be stored on the property at the direction of City staff.

The Contractor shall be responsible for maintaining a secure perimeter at the affected properties whose fencing will be removed. In no circumstances shall the adjacent properties have exposure to their properties left overnight. Removal and installation of fencing shall be scheduled in a manner that they occur during the same working day. Should the Contractor anticipate the two activities occurring over the course of multiple days, the Contractor is responsible for supplying and installing temporary fencing at no expense to the residents or the City.

The measurement and payment for fences, gates and other miscellaneous removals shall be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to remove fences, gates and other miscellaneous items in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 14 – Remove Existing Tree

Bid Item No. 15 – Remove Existing Tree Stump

Bid Item No. 16 – Remove Existing Hedge

The work included in these items shall consist of removing trees as described in Subsection 300-1, “Clearing and Grubbing,” of the Standard Specifications for Public Works Construction, hereafter referred to as Standard Specifications.

This Bid Item shall include, but not be limited to, tree and root removals, stump grinding, hedge removals, grading, hauling, disposal and any other similar incidental or appurtenant operations that may be required and not otherwise identified in other bid items.

The diameter of the tree shall be measured at chest height. Removal of trees less than 6” in diameter is included in other bid items. Trees, roots, brush and any other organic matter shall be removed from the immediate area and shall become the property of the Contractor.

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The Contractor shall coordinate with City staff to meet and mark trees to be removed prior to clearing and grubbing. This Bid Item includes any and all work required to keep the public right-of-way and adjoining properties free of tree related debris.

The Contractor shall coordinate with the retained TRAQ certified Arborist when dealing with any Native Oak Trees. The Contractor shall supply the Engineer and Arborist with a list of proposed oak trees to be impacted by construction activities. The Contractor shall work with the Arborist to minimize the impact to the existing Oak trees and provide strengthening of the structural system of potentially impacted trees when instructed.

Contractor shall also be responsible for protection of private property, utilities and improvements while removing trees in the public right-of-way.

The measurement and payment for tree, tree stump and hedge removals shall be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to remove tree, tree stumps and hedges in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 19 – Relocate Flood Lights onto New Fence

Bid Item No. 20 – Relocate Mailbox

Work shall consist of relocating mailboxes and other miscellaneous items in accordance with the requirements of section 78-21 “Resetting and Relocating Mailboxes” of the Caltrans Standard Specifications and the special provisions.

Unless agreed to by the property owner, delivery by the USPS shall not be interrupted.

Relocation of Flood lights shall also include the reroute of any existing underground conduits and wires to the new location.

The measurement and payment for mailbox and other miscellaneous item relocations shall be made at the contract unit price per each and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to relocate mailboxes and other miscellaneous items in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 21 – Re-Install Chain Link Fence

Bid Item No. 22 – Re-Install Swing Gate System with Posts and Bracing, Includes Extension of Underground Conduit and Wiring

These Bid Items shall include all labor and materials required for the re-installing of chain link fences and power operated swing gate system.

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Any components that were not salvageable at time of the initial removal (i.e. footings, damaged materials, etc.) shall be supplied by the Contractor to return any re-installed items to their original functionality. All post and braces of that support the swing gate shall be removed and re-installed in the same configuration to allow for the normal function of the swing gate.

Any coordination needed to be done with the power operated gate system manufacturer for the reinstallation of the system shall be the responsibility of the Contractor. For reference and coordination purposes only, the existing gate operator is LiftMaster, Model CSW200UL. All existing underground conduit and wiring necessary for the operation of the swing gate system shall be extended to the new location of the gate operator and reconnected.

The measurement and payment for chain link fence and swing gate system re-installation shall be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to reinstall fencing and gate systems in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 23 – Construct 6” P.C.C. Curb per SPPWC Std. Plan No. 120-3, Type A1-6

Bid Item No. 24 – Construct 6” P.C.C. Curb and Gutter per SPPWC Std. Plan No. 120-3, Type A1-6

Bid Item No. 25 – Construct Modified 6” P.C.C. Curb per Detail on Sheet 3 of Plans

Bid Item No. 26 – Construct P.C.C. Cross Gutter per SPPWC Std. Plan No. 123-3 to Match Existing

Bid Item No. 27 – Construct P.C.C. Driveway Approach per SPPWC Std. Plan No. 110-2, Type B

The work included in these Bid Item shall consist of any and all work necessary to construct curb, gutter, sidewalk and driveway in accordance with Section 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, Driveways, and Local Depression” of the Standard Specifications, and Section 201-4, “Concrete Curing Materials” of the Standard Specifications. Standard Plans for Public Works Construction No. 110-2, 112-2, 113-2, 120-3 & 123-3.

Subgrade shall be prepared in accordance with Section 301-1, “Subgrade Preparation, Treated Materials, and Placement of Base Materials”, of the Standard Specifications. The completed subgrade shall be inspected for grade and cross-section by means of a template extending the full depth of the section and supported between the side forms. Remove soft or spongy subgrade material to a depth of 6 inches below the subgrade elevation for curbs, gutter depressions, driveways and pavement. The subgrade and forms shall be thoroughly watered in advance of placing concrete.

Excavation necessary for this construction shall be included in this bid item and no additional compensation will be made therefore. Concrete for the construction shall be Portland Cement Concrete Class 520-C-2500 unless otherwise noted on the Standard Plan.

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Curing Compound shall be Type 1 conforming to the provisions in Subsections 201-4, “Concrete Curing Materials” of the Standard Specifications.

The locations and areas of the P.C.C. improvements are shown on the plans. Outside the traveled way, areas to receive concrete shall be compacted to a relative density of not less than 90 percent.

Construction of all work in conjunction with these specifications shall conform to the Standard Specifications. Brush and other organic matter shall be removed from the area of the proposed improvements and from any area where soils or construction materials will be stockpiled shall also be included.

All existing bituminous pavement and existing concrete being joined shall be cut in a clean straight line along the join line by use of concrete cutting saws. Compensation for this requirement shall be considered as included in this bid item, and no additional compensation will be made therefore.

If the edge of any existing concrete to be joined with new work is damaged by the Contractor’s operations, the existing concrete shall be again sawcut parallel to the original cut and such additional portion replaced at the Contractor’s expense.

If the existing P.C.C. improvements have built up A.C. pavement, the contractor shall remove said A.C. pavement so as to eliminate any elevation differential between surfaces.

The measurement and payment for construction of P.C.C. improvements shall be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to construct the P.C.C. improvements in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 28 – Construct 6” Crushed Miscellaneous Base

Bid Item No. 29 – Construct 2.5” B-PG 64-10 A.C. Pavement

Bid Item No. 30 – Construct 1.5” C2-PG 64-10 A.C. Pavement

Bid Item No. 31 – Construct 4” A.C. Driveway

This bid item shall include all labor and materials required to construct 4” A.C. pavement over 6” crushed miscellaneous base roadway and 4” A.C. driveway and no additional compensation will be allowed thereof..

Removals and disposal of materials shall conform to Section 300-2, “Unclassified Excavation”, and with Section 401, “Removal” of the Standard Specifications and these Special Provisions.

Subsection 301-1.3, “Relative Compaction” of the Standard Specifications is amended by the following: Prior to constructing the A.C. Pavement Section, the contractor shall compact the top 6” of existing subgrade to a relative compaction of 95%.

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Compacted soil backfill shall be completed in one lift and shall be mechanically compacted by means of tamping, sheepfoot, pneumatic tire, vibrating rollers, or other mechanical tampers as approved by the Engineer.

All asphalt concrete pavement shall conform to Subsection 203-6, "Asphalt Concrete" of the Standard Specifications and all asphalt concrete pavement shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement" of the Standard Specifications as modified herein.

The Contractor shall furnish to the City reports from the supplier certifying that the asphalt pavement materials and proportions comply with the designated classifications for asphalt concrete pavement as required herein, or as directed by the Engineer.

The Contractor shall compact each lift by steel wheel, rollers, vibratory plates, or rammers. The minimum final compaction shall be 95 percent of the density obtained in accordance with the methods specified in Section 302-5.6.2, "Density and Smoothness" of the Standard Specifications.

Three-inch and greater thickness pavement shall be laid in two courses. The asphalt concrete pavement shall conform to the following specifications:

2.5" A.C. Base Course	B-PG 64-10
1.5" A.C. Overlay	C2-PG 64-10
4" A.C. Driveway	C2-PG 64-10

Prime Coat will not be required on this project. Tack Coat shall be required and uniformly applied to existing hard-surfaced pavement including the vertical portions of all A.C. and P.C.C. surfaces to be joined.

Subsection 302-5.4, "Tack Coat":

Tack coat material shall be Grade SS-1h emulsified asphalt. Tack coat shall be applied at a rate of 0.05 gallons per square yard.

Subsection 302-5.6, "Rolling": The following is hereby added to the first paragraph:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Subsection 302-5.7, "Joints": The following is hereby added to the first paragraph:

Joint lines between successive runs shall be on lane lines.

Subsection 302-5.5, "Distribution and Spreading" of the Standard Specifications is supplemented and amended by the following:

Unless approved by the City Engineer, the Contractor will not be allowed to deposit the A.C. material from bottom dump trucks into a windrow then pick up said material and convey it into

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the paving machine by an elevating device. All areas shall be paved by depositing the A.C. material from delivery trucks directly into the paving machine hopper.

In addition to the requirements in Subsection 302-5.5, "Distribution and Spreading" of the Standard Specifications, asphalt concrete shall be placed with spreading equipment equipped with fully automated screed and grade sensing controls, which shall control the longitudinal grade of the screed.

All crushed aggregate base shall conform to Subsection 200-2.4, "Crushed Miscellaneous Base" of the Standard Specifications and Section 301-2, "Untreated Base" of the Standard Specifications.

The Contractor shall furnish to the City reports from the supplier certifying that the crushed aggregate materials and proportions conform to the designated classifications for asphalt concrete pavement as required herein, or as directed by the Engineer.

The measurement and payment for crushed miscellaneous construction, complete in place, will be made at the contract unit price per cubic yard.

The measurement and payment to construct A.C. Pavement Improvements will be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to construct the pavement in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 32 – Construct Masonry Retaining Wall per Detail on Sheet 3 of Plans and per SPPWC Std. Plan No. 617-3

Bid Item No. 33 – Construct Retaining Wall Footing per Datil on Sheet 3 of Plans

Bid Item No. 34 – Construct Stone Pilaster per Detail on Sheet 3 of Plans

Bid Item No. 35 – Remove Concrete Cap and Build Up Existing Block Wall with Additional Blocks, Reconstruct Concrete Cap and Add Stucco Finish to Match New Wall

Construction of Masonry Retaining Wall shall include furnishing all labor, material, reinforcing bar, equipment, and all required steps necessary for the completion of the planned base, footings, walls, pilasters and decorative elements.

The wall and footings shall be constructed to the line, grade, thickness and shape as per the details provided. The work shall be performed in accordance with Sections 201, 301, and 303, "Concrete Masonry Construction" of the Standard Specifications.

The earthwork required in the wall construction shall consist of all the work described in Subsection 300-2, "Unclassified Excavation", Subsection 300-1, "Clearing and Grubbing", and Subsection 300-4, "Unclassified Fill" of the Standard Specifications. This Bid Item shall also include, but not be limited to the preparation of existing ground within the project area. Brush and other organic matter shall be removed from the area of the proposed improvements and from

any area where soils or construction materials will be stockpiled. All work shall be performed in accordance with the provisions in said Subsection 300-1.

Miscellaneous metal used in the walls and footings shall conform to the provisions in Subsection 206, “Miscellaneous Metal Items” of the Standard Specifications. Rail fence to be installed on top of walls shall be 1” x 1” @ 4” O.C. with 2” x 2” rail mid posts spaced equally between pilasters and ½” top, bottom and end rails.

Masonry Materials

Concrete Block: Masonry units shall be 8x8x16, 8x12x16 or 16x8x16 Grade A units conforming to ASTM Specifications C-90-70, Type II and manufactured in accordance with requirements of the concrete Masonry Association Specification. The masonry material shall be smooth face to allow for the application of stucco to match the existing retaining wall and shall have concrete caps. The Contractor is required to obtain the City Engineer’s approval for color and type of block. Samples shall be submitted to the City Engineer for review and approval prior to ordering material.

Cleaning: Clean all exposed surfaces, scrubbing with clean water and a stiff brush and wash all block thoroughly with clear water to present a neat and workmanlike appearance.

Construction of the new stone pilasters include extension of the existing electrical conduits salvaged from the old pilaster demo. The decorative lamp shall be reinstalled on the new pilaster closest to the original pilaster and all connections made to restore its original function. Electrical conduit shall also be extended to the easterly end of the proposed retaining wall stone pilaster, to allow for the connection of a future fixture. Second fixture to be supplied by others.

Payment for this item shall be per unit price in the bid schedule and shall conform to section 7 “Measurement and Payment” of the Standard Specifications. Cost shall include block wall material, base, foundation, grout, block cap; rail fence and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed therefore.

Bid Item No. 36 – Construct 8’ High Chain Link Fence

Bid Item No. 37 – Install Privacy Mesh Wind Screen Net on Chain Link Fence

These bid items shall include all labor and materials needed to furnish and construct 8’ High Chain Link Fence and Privacy Mesh Wind Screen Net and no additional compensation will be allowed thereof.

The Chain Link Fencing fronting **302 Bradbury Road** will also require the installation of a green privacy mesh wind screen as a part of it’s installation. Color and type of screen net shall be approved by the City prior to procurement of the materials.

The measurement and payment to construct fencing and screen nets will be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to construct fencing in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 38 – Furnish and Plant 6'-9' Tall Ficus Nitida Tree Hedge

Bid Item No. 39 - Furnish and Plant 24” Box Avocado Tree

Bid Item No. 40 – Furnish 24” Box Oak Trees

Bid Item No. 41 - Plant Oak Trees

These bid items shall include all labor and materials needed to furnish and install hedges and various type of trees and no additional compensation will be allowed thereof.

The species of hedge to be planted is Ficus Nitida. They are to be spaced at 3’ intervals from their base along the private side of the proposed chain link fence of **302 Bradbury Road**.

The Avocado Trees shall match the existing species that are being removed on the property of **302 Bradbury Road**. The location of the new trees will be at the discretion of the property owner.

The final number of Coast Live Oak trees to be furnished will be determined by the number of Oak trees that were impacted and removed as a part of this project. Final location of the furnished Oak trees to be determined by City Staff.

The measurement and payment to furnish and install trees and landscaping will be made at the contract unit price per each item as listed in the bid schedule and shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to plant all trees and hedges in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

Bid Item No. 42 – Irrigation and Landscaping Improvements

This bid item includes all labor, materials and equipment required for the restoration of landscape and irrigation restoration not otherwise covered in the other bid items. Landscape and irrigation restoration shall conform to the provisions in Section 800 “Materials” and Section 801 “Installation” of the Standard Specifications.

Retaining Wall Slope Landscaping

This bid item includes restoration and installation of the landscaping above the proposed and existing retaining wall on the northeast corner of the intersection of Wild Rose Avenue and Deodar Lane. The plant to be used shall be Carissa Macrocarpa and it is to be installed from the retaining wall to the top of the slope.

Creeping Fig along with soil planting mix to be installed in the 8” diameter planter holes at the base of the retaining wall, as shown in the Modified P.C.C. Curb Detail on Sheet 3 of the plans.

TECHNICAL SPECIFICATIONS

A 1" irrigation conduit is to be installed in the same modified P.C.C. Curb along the entire length of the retaining wall, connecting to each planter hole and connecting to the existing irrigation system on the hillside.

All existing irrigation systems impacted by the contractor's work shall be modified and restored to function properly with the new roadway alignment. Any areas not being watered due to an impacted irrigation system due to construction shall be the responsibility of the Contractor to water per the guidelines found in Article 73 "Watering" of the General Conditions".

Payment for this item shall be on a lump sum basis unless identified by another bid item within these specifications and no additional compensation will be allowed. Progress payments shall be made upon the judgment of the Engineer as a percent complete.

Bid Item No. 43 – Signing & Striping

Striping shall include all work required to reinstall thermoplastic pavement striping, markings, legends and curb paint to their original location and type, including raised and reflective pavement markers. Thermoplastic pavement markings and traffic striping shall conform to the provisions of Section 214-5, "Thermoplastic Material For Traffic Striping and Markings" and be placed in accordance with Section 310-5.6, "Painting Traffic Striping, Pavement Markings, and Curb Markings" Section 314-4.4, "Traffic Striping, Curb and Pavement Markings, and Pavement Markers" of the Standard Specifications, latest edition.

The bidder shall perform a site review prior to submitting a bid.

The contractor is required to identify the type, length and location of all striping, markings, legends and curb paint prior to removal.

All striping and pavement markings work shall be in accordance with the latest edition of the State of California Department of Transportation Standard Plans and the CAMUTCD unless noted otherwise on the plans or contained in these specifications.

All striping shall be "cat-tracked" by the CONTRACTOR and approved by the Engineer prior to placement of permanent striping.

All existing fire hydrants including "pop-off" and recycled-water hydrants are considered to have an identifying blue reflectorized marker in the proper location in the street, and said marker will be replaced by the CONTRACTOR as required by the City or by the Fire Department. There shall be no separate payment for this work. Blue markers should be model KT-201-2 B/B/B ABS pavement marker or similar.

All reflective and non-reflective pavement markers shall conform to the provisions of Section 214-6, "Pavement Markers" and be removed and placed in accordance with Section 314-3, "Removal of Pavement Markers" and Section 314-4, "Application of Traffic Striping and Curb and Pavement Markings" of the Standard Specifications.

Payment for pavement striping and markers shall conform to the provisions of Section 314-4.4.5 “Measurement” and Section 314-4.4.6 “Payment” of the Standard Specifications. All the requirements stated above shall be included in the unit price bids and no additional compensation shall be made thereof.

PLANS AND DRAWINGS



ADDENDUM #1 TO THE FINAL INITIAL
STUDY/MITIGATED NEGATIVE DECLARATION
FOR THE BRADBURY ROAD WIDENING PROJECT

SCH#2022090411

Lead Agency:

City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

Project Applicant:

City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

E | P | D SOLUTIONS, INC

3333 Michelson Drive, Suite 500
Irvine, CA 92612

May 2024

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1. REGULATORY SETTING

Pursuant to Section 21166 of the California Environmental Quality Act (CEQA) and Section 15162 of the State CEQA Guidelines, when an Environmental Impact Report (EIR) has been certified or a Mitigated Negative Declaration (MND) adopted for a project, no subsequent EIR or MND shall be prepared for the Modified Project unless the lead agency determines, on the basis of substantial evidence, that one or more of the following conditions are met:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was adopted shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or MND.
 - b. Significant effects previously examined will be substantially more severe than identified in the previous EIR or MND.
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives.
 - d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR or MND would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR or MND shall be prepared if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR/MND have occurred.

On December 13, 2022, an MND was approved for the Bradbury Road Widening Project, (State Clearinghouse [SCH] #2022090411). On January 17, 2023, an interested party commenced litigation challenging the City of Bradbury's decision to approve the Project. Subsequently, several changes were made to the Project through the settlement process (Modified Project). The Modified Project proposes to reduce the width of Wildrose Avenue from the originally approved 36 feet to 26 feet, which would require an expansion of 2 feet north, as opposed to the original proposed expansion of 10 feet to the north. Additionally, the Modified Project proposes to maintain the expansion width of Bradbury Road, from the existing 24 feet to 36 feet; however, the center line would be slightly shifted to allow for safer turning radii of northbound and southbound traffic. Lastly, the Modified Project would decrease the proposed length and height of the retaining wall from 270 linear feet to approximately 80 feet, and from 5 to 13 feet in height to 4.5 to 5.5 feet in height from the roadway.

This Addendum reviews the changes proposed by the Modified Project and any changes to the existing conditions that have occurred since the Final MND was certified. It also reviews any new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time that the Project was approved. It further examines whether, as a result of any changes or any new information, a subsequent MND or EIR may be required. This examination includes an analysis

pursuant to the provisions of Section 21166 and Section 15162 of the State CEQA Guidelines, which includes an analysis of potential environmental impacts on a topic-by-topic basis.

On the basis of the findings of the Modified Project and the provisions of the State CEQA Guidelines, the City of Bradbury, as the Lead Agency, determined that, as documented in this Addendum to the previously Certified Final MND, no subsequent MND or EIR is required to review the Modified Project application.

2. BACKGROUND

On December 13, 2022, the City of Bradbury City Council approved the Bradbury Road Widening Project (Approved Project) and IS/MND (Approved IS/MND). The Approved Project included widening the existing Bradbury Road from 24 feet to 36 feet, providing one 18-foot lane in each direction, from Winding Oak Lane to Deodar Lane. The road widening would extend north of Wildrose Avenue beyond the existing roadway limits. Several oak trees would be removed as a result of proposed widening. Existing slopes adjacent to the roadway would be regraded and a new retaining wall would be installed north of Wildrose Avenue. The Project would include associated hardscape and landscaping improvements along the roadway (see Figure 1, *Previously Approved Site Plan*). The Approved Project has not been constructed.

The Approved IS/MND identified biological resources, cultural resources, geology/soils/paleontological resources, tribal cultural resources, and Mandatory Findings of Significance as environmental topics that could potentially result in significant impacts and included mitigation measures. All potential significant impacts were determined to be less than significant with the incorporation of the mitigation measures identified in the Approved IS/MND. Environmental impacts related to aesthetics, agriculture and forestry resources, air quality, energy, greenhouse gas emissions, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation, utilities/service systems, and wildfire were determined to result in less-than-significant impacts or no impacts.

3. EXISTING SETTING

3.1. PROJECT LOCATION

The modified Project site is located in the San Gabriel Valley region of Los Angeles County, California, on the boundary of and within both the City of Bradbury and the City of Monrovia. The site is within the United States Geological Survey (USGS) Azusa 7.5-Minute Series Quadrangle and is within Section 25, Township 1 North, Range 11 West. The City of Bradbury is approximately 16 miles northeast of downtown Los Angeles and 26 miles north of downtown Santa Ana. The regional location of the Project site is shown in Figure 2, *Regional Location*.

The Project site is located on Bradbury Road and Wildrose Avenue on the western border of the City of Bradbury and eastern border of the City of Monrovia. The Project site is bounded by Deodar Lane to the north, Winding Oak Lane to the south, single family residential properties to the west, and the Bradbury Estates community to the east. Regional access to the Project site is available by Interstate 210 (I-210) and I-605 via Mount Olive Drive and Royal Oaks Drive. The Project site and the surrounding area are shown in Figure 3, *Local Vicinity*.

3.2. EXISTING PROJECT SITE

The Modified Project site consists of approximately 1.38 acres and is currently developed with a local roadway (Wildrose Avenue/Bradbury Road). The Modified Project site generally follows Bradbury Road (north-south), which becomes Wildrose Avenue (west-east), from Winding Oak Lane to the south to Deodar Lane approximately 650 roadway feet to the north.

The existing roadway is 24 feet in width and is flat with trees and shrubs directly abutting the east side of Bradbury Road and steep slopes extending north of Wildrose Avenue. Slopes north of Wildrose Avenue support dense tree coverage and are bordered by a chain-link fence near the roadway. The roadway right-of-way includes curbs and gutters, sidewalks, and ornamental landscaping. Additional features include overhead utility lines, streetlights, and roadway signage. A single-family residential neighborhood is directly west of Bradbury Road. The Project site’s existing conditions are shown in Figure 4, *Aerial View*, and Figure 5, *Existing Site Photos*.

3.3. EXISTING GENERAL PLAN AND ZONING DESIGNATION

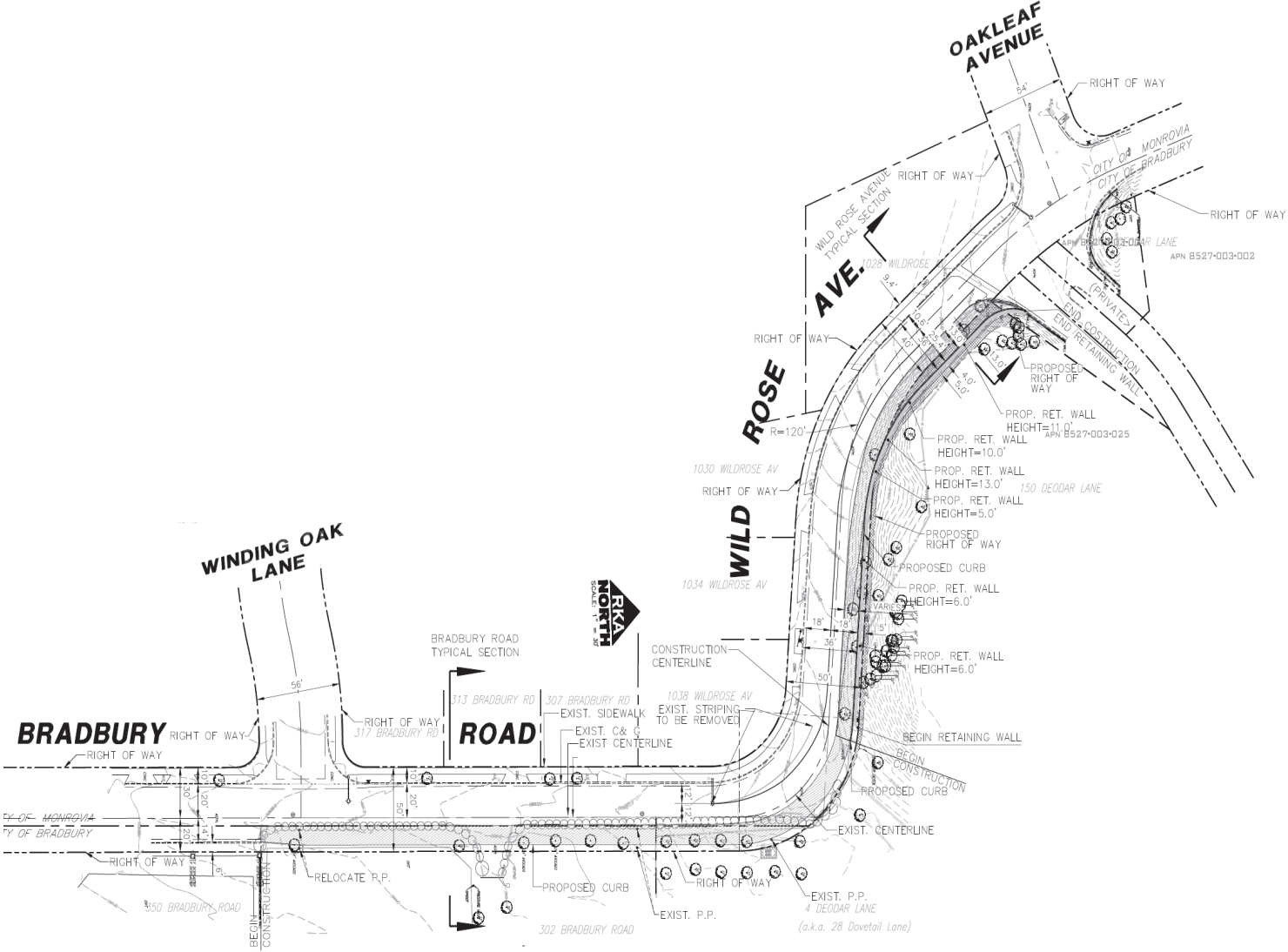
The existing underlying land use and zoning designations of the site are as follows:

Table 1: Existing General Plan and Zoning

City	General Plan	Zoning
City of Bradbury	A-5 (Agriculture Residential Estate)	A-5 (Agriculture Residential Estate Zoning District)
City of Monrovia	Residential Low (5.8 dwelling units [du] per acre)	Residential Low

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Previously Approved Site Plan

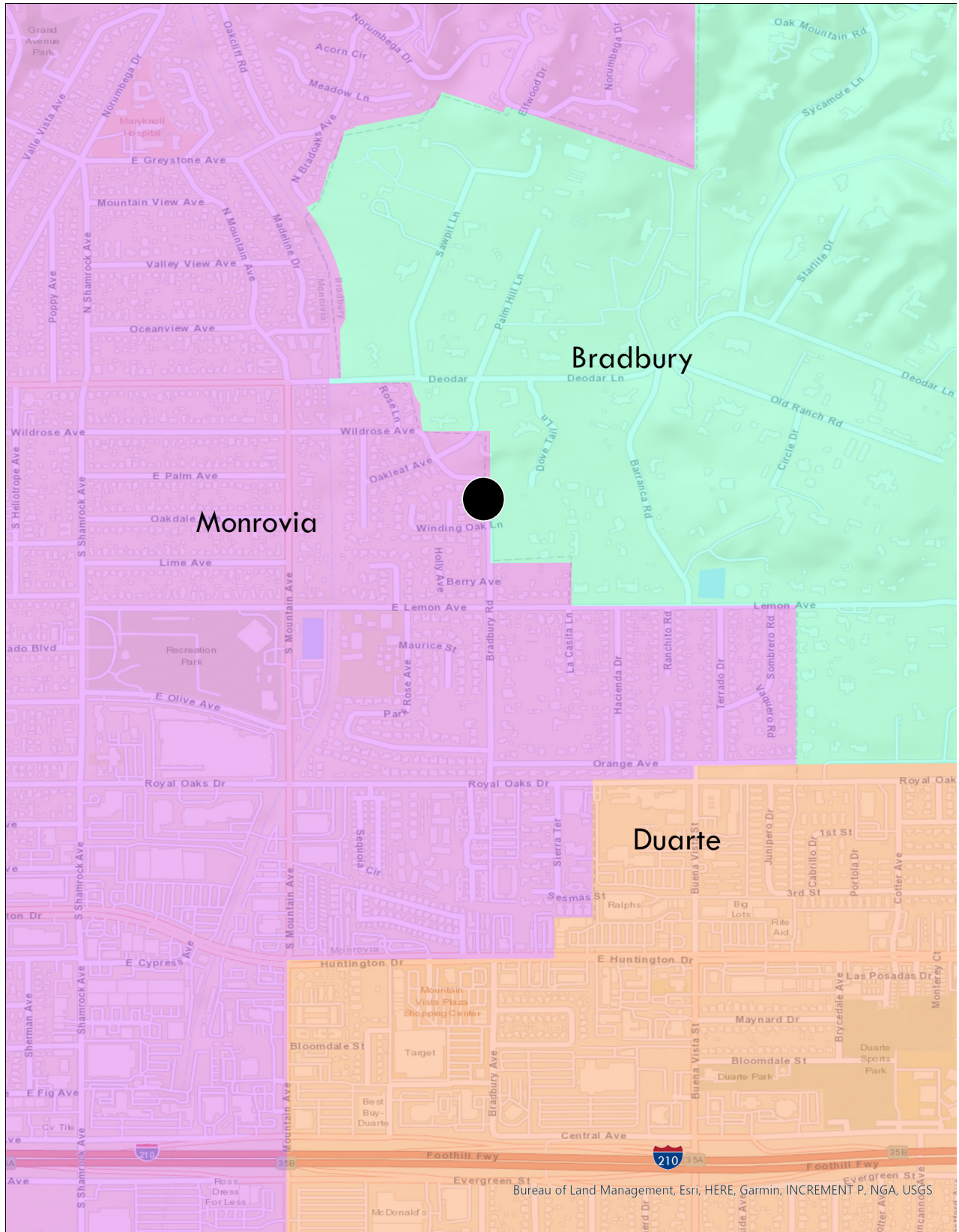


Bradbury Road Widening Project

Figure 1

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Regional Location



● Project Site

0 0.13 0.25 0.5 Miles



Bradbury Road Widening Project

Figure 2

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Local Vicinity



Bradbury Road Widening Project

Figure 3

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Aerial View of Site and Vicinity



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Existing Views



Northbound views of the northeastern boundary of the Project Site from Bradbury Road.



Southbound views of the southeastern boundary of the Project Site from Bradbury Road.



Westbound views of the northern boundary of the Project Site from Wildrose Avenue.

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4. PROJECT DESCRIPTION

The Approved IS/MND analyzed the 1.38-acre Project site which included widening the existing Bradbury Road from 24 feet to 36 feet and providing one 18-foot lane in each direction from Winding Oak Lane to Deodar Lane. The road widening would extend north of Wildrose Avenue and east of Bradbury Road beyond the existing roadway limits. Several oak trees would be removed as a result of the proposed widening. Existing slopes adjacent to the roadway would be regraded to match the new roadway alignment and a new retaining wall would be installed north of Wildrose Avenue to secure the vegetated slopes.

The City of Bradbury has since modified the Approved Project plans. The Modified Project proposes a reduced roadway width, reduced grading, and a reduced retaining wall, described below.

4.1. PROJECT OVERVIEW

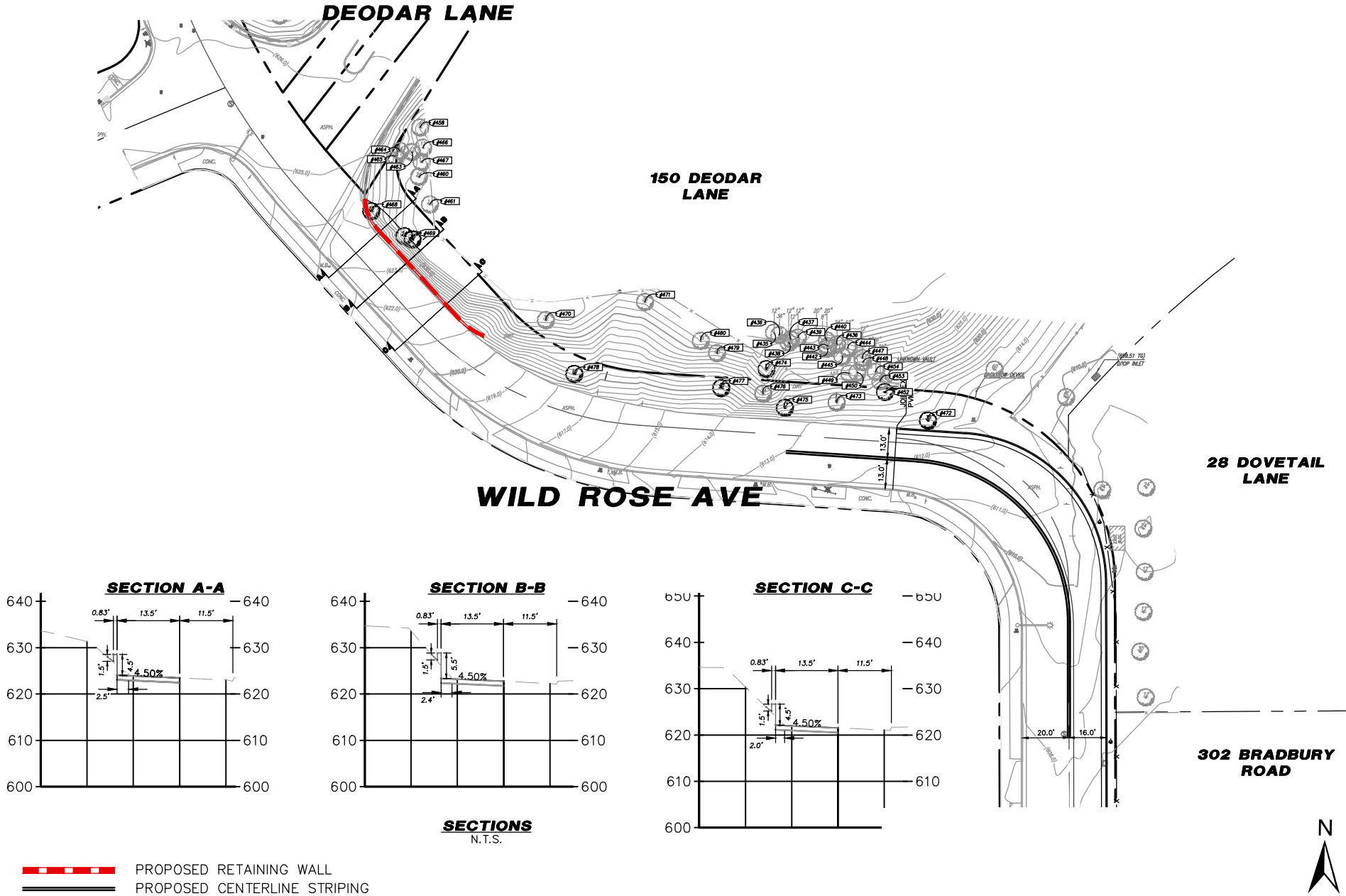
The Modified Project includes minor revisions to the approved site plan; however, it would maintain the overall area of impact of 1.38 acres from the originally Approved Project. The Modified Project proposes to reduce the width of Wildrose Avenue from the originally approved 36 feet to 26 feet, which would require an expansion of the existing roadway 2 feet to the north, as opposed to the original proposed expansion of 10 feet to the north. Wildrose Avenue would include a 13-foot-wide lane in both the westbound and eastbound directions. Similar to the Approved Project, the Modified Project would rely on additional right-of-way acquired for the Project from private property to the north (accessor's parcel number [APN] 8527-026-025) to accommodate proposed widening and recorded with the County of Los Angeles.

The Modified Project proposes to maintain the expansion width of Bradbury Road, from the existing 24 feet to 36 feet; however, the center line would be slightly shifted to allow for safe turning radii of northbound and southbound traffic. Bradbury Road would include a 20-foot-wide lane in the southbound direction and a 16-foot-wide lane in the northbound direction. Like the Approved Project, the proposed widening of Bradbury Road under the Modified Project would be accommodated by existing City right-of-way.

Lastly, the Modified Project would decrease the proposed length and height of the retaining wall. The proposed length would decrease from 270 linear feet to approximately 80 linear feet. The proposed height would decrease from a range of 5 to 13 feet in height to a range of 4.5 to 5.5 feet in height (from the roadway). Figure 6, *Modified Project Components*, illustrates conceptual modifications to the Approved Project. Proposed roadway widening and retaining wall improvements would be constructed in a manner similar to that depicted in Figure 6.

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Modified Project Components



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4.2. CONSTRUCTION

The Modified Project would be constructed in one phase for a duration of approximately 2 months. Approximately 6,640 square feet (SF) would be graded as part of the Project and would require roughly 25 cubic yards of soil export. Construction is expected to result in the removal of 145 tons of debris.

5. DISCRETIONARY APPROVALS AND PERMITS

The following discretionary approvals, permits, and studies are anticipated to be necessary for implementation of the Modified Project:

- Approval of IS/MND Addendum for the Modified Project
- Tree Permit

Additionally, the following discretionary approval and permit is anticipated from the City of Monrovia to be necessary for implementation of the proposed Project:

- Encroachment permit

6. CEQA ANALYSIS

The Modified Project proposes the widening of Bradbury Road/Wildrose Avenue. The Modified Project would result in an overall reduction of impacts compared to the previously Approved Project. A summary of the Project's impacts is provided in Table 2 below.

Table 2. Project Impacts

Environmental Topic	Impacts
<p>Aesthetics</p>	<p>Less Than Significant Impacts. The Project is within a small urbanized and developed residential area on the border of the City of Bradbury and City of Monrovia. The Project site is not within or adjacent to a scenic vista. However, existing public viewpoints exist along Bradbury Road, where views of the San Gabriel Mountains can be seen to the north by pedestrians and motorists. The Approved IS/MND determined the Project would result in less-than-significant impacts on a scenic vista.</p> <p>The Project site is not within a scenic highway and no impacts were determined to occur.</p> <p>The Project site is currently developed with Bradbury Road, residential driveways and lawn to the west, and lush natural vegetation consisting of trees and shrubs to the east. The visual quality of the Project site would be considered moderate to high and visual character is consistent with aesthetics of a typical suburban residential neighborhood. Visual changes that would result from the Approved Project were determined to be minor since improvements would be required to be consistent with the City's Design Guidelines (1995), Chapter 118 of the City's Municipal Code, and the City's tree ordinance. The Approved Project was determined to not degrade the existing visual character, and impacts would be less than significant.</p> <p>Lastly, existing sources of light in the vicinity of the Project site include streetlights and internal and external residential lighting along Bradbury Road, as well from vehicles driving along Bradbury Road. The Approved Project construction would occur during permitted hours (permitted construction activities from 7:00 a.m. and 7:00 p.m. on weekdays and the hours of 9:00 a.m. and 7:00 p.m. on weekends). Approved Project operation would not result in any new lighting or glare sources.</p>

	<p>The Modified Project would include a smaller Project footprint and would result in fewer trees required to be removed. Additionally, the Modified Project proposes a smaller retaining wall than the Approved Project. No new visual obstructions to views from the roadway to the mountains would be introduced under the Modified Project. Reduced changes to the existing Project site would result in fewer impacts to visual character and quality. Modified Project construction would remain consistent with what was analyzed under the Approved Project. Therefore, the Modified Project would result in less-than-significant impacts and would be consistent with findings from the Approved IS/MND.</p>
<p>Agriculture and Forest Resources</p>	<p>No Impacts. The Approved IS/MND determined that the Approved Project would result in no impacts to agriculture and forestry resources. According to the California Department of Conservation’s Important Farmland Finder, the site is classified as Nonagricultural or Natural Vegetation. Additionally, the site is zoned Agricultural Residential Estate Zoning District (A-5) by the City and is not designated as agricultural or forest land. The Modified Project would result in similar changes as the Approved Project. The site does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, the Modified Project would result in no impacts and would be consistent with findings from the Approved IS/MND.</p>
<p>Air Quality</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less than significant construction air quality impacts. The Approved Project would result in negligible operational emissions related to periodic debris clearing and maintenance activities. The Approved Project construction would not exceed any of the criteria pollutant thresholds applicable to the Project site.</p> <p>The Modified Project would result in a smaller impact area compared to the Approved Project. Less grading would be required under the Modified Project than what was previously analyzed under the Approved Project (25 cubic yards [CY] of export compared to 322 CY of export previously required). As a result, overall construction impacts on air quality would be less than that of the Approved Project. Modified Project operation would be the same as the Approved Project operation and would not result in increased capacity. The Modified Project would result in less-than-significant impacts and would be consistent with the findings in the Approved IS/MND.</p>
<p>Biological Resources</p>	<p>Less Than Significant Impacts With Mitigation. A General Biological Assessment was prepared for the Project by Hernandez Environmental Services in 2021. The Project site is surrounded by residential development and woodlands. No endangered, rare, threatened, or special status plant species (or associated habitats) or wildlife species designated by the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), or California Native Plant Society (CNPS) were found to occur on the site during the site survey.</p> <p>The Project site contains two habitat types, including 1.09 acres of developed areas and 0.29-acre of coast live oak woodland habitat. The City’s General Plan includes Open-Space Policy No. 1: Protect and preserve oak woodlands and mandate replacement planting of native oaks where oak woodlands are proposed for alteration. In addition, Chapter 118 of the City’s Municipal Code includes the City’s tree ordinance, which specifies the requirements for removal, preservation, and replacement of native, prominent, and/or significant trees.</p> <p>A Native Tree Survey and Arborist Report was prepared for the Project by Golden State Land & Tree Assessment in 2021 to classify the status of trees within and directly northeast of the Project site. In total, up to 46 trees were determined to potentially be removed as part of the Approved Project. Mitigation was included to require preparation of a tree preservation and replanting plan and monitoring plan. The plan will detail how the City will replace native and prominent trees at a 1:1 ratio with 15-gallon trees of the same species and how to monitor for long term health of the trees. Additionally, mitigation included requirement for an arborist to be present during Project construction to</p>

	<p>determine whether trees would need to be removed or not based on health. Tree removal would be avoided unless necessary. Mitigation measures (MM) BIO 1, MM BIO-2, MM BIO-3, and MM BIO-5 were determined to reduce impacts of the Approved Project to less than significant.</p> <p>The Project site and adjacent areas are located within a developed urban area and do not contain natural wetlands. Therefore, the Approved Project did not result in impacts to wetlands.</p> <p>Migratory non-game native bird species are protected under the federal Migratory Bird Treaty Act. Additionally, Sections 3503, 3503.5, and 3513 of the California Fish and Game Code prohibit take of all birds and their active nests. Trees and shrubs located on the Project site can be used by nesting songbirds or raptors during the nesting bird season of February 1 to September 15. Therefore, Mitigation Measure BIO-4 was included to require that if vegetation clearing for the Approved Project occurs between February 1 and September 15, a qualified biologist shall conduct a nesting bird survey no more than 3 days prior to commencement of vegetation clearing activities to confirm the absence of nesting birds. With implementation of Mitigation Measure BIO-4, potential impacts of the Approved Project to nesting birds would be less than significant.</p> <p>The Modified Project would maintain the 1.38-acre Project footprint from the originally Approved Project. Based on the latest site plans of the Modified Project, two trees would be directly impacted by the proposed roadway widening, and two additional trees are diseased and/or dying and would likely require removal as part of the Modified Project. Therefore, the Modified Project impact on trees would be greatly reduced. An arborist would monitor construction and make determinations regarding additional trees that may need to be removed due to risk of tree failure and the public safety of drivers and nearby residents. The Modified Project would require preconstruction bird surveys, similar to the Approved Project. Therefore, the Modified Project would require implementation of MMs BIO-1 through BIO-5 included in the Approved IS/MND, but would result in reduced impacts compared to the Approved Project. The Modified Project would result in less-than-significant impacts with mitigation and would be consistent with findings from the Approved IS/MND.</p>
<p>Cultural Resources</p>	<p>Less Than Significant Impacts With Mitigation. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts to cultural resources with mitigation incorporated. Project grading is anticipated to remain within the artificial fill material but has the potential to encroach into native soils that have not been previously disturbed and could contain archeological resources. As a result, Mitigation Measure CUL-1 has been included to provide procedures to be followed in the event that potential archaeological resources are discovered during grading, excavation, or construction activities. Mitigation Measure CUL-1 requires that work in the vicinity of a find be halted until the find can be assessed for significance by a qualified archaeologist to determine the appropriate treatment and documentation of the discovery.</p> <p>The Modified Project would have a smaller impact footprint than the Approved Project and would overall result in less impacts than the Approved Project. Like the Approved Project, the Modified Project would require implementation of Mitigation Measure CUL-1 in the case of an inadvertent discovery. The Modified Project would result in less-than-significant impacts with mitigation and would be consistent with findings from the Approved IS/MND.</p>
<p>Energy</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts to energy resources. construction of the Approved Project would require energy from petroleum-based fuels to power construction vehicles and equipment, electricity to provide temporary power, and energy to produce construction materials such as asphalt. Project operation would not require consumption of energy. Through compliance with the CALGreen Building Code as included</p>

	<p>in the City’s Municipal Code (Chapter 150.001) to ensure efficient use of energy (included as PPP ENG-1), the Approved Project would not result in wasteful, inefficient, or unnecessary consumption of energy.</p> <p>Construction of the Modified Project widening would require less grading and a decrease in energy consumption during construction as compared to the previously Approved Project. Similar to the Approved Project, the Modified Project would not require the consumption of energy. Additionally, the Modified Project would also be required to comply with PPP ENG-1, and would therefore not result in wasteful, inefficient, or unnecessary consumption of energy to complete construction. Therefore, impacts would be less than significant, consistent with the Approved Project.</p>
<p>Geology and Soils</p>	<p>Less Than Significant Impacts With Mitigation. The Approved IS/MND determined that the with implementation of mitigation, the Approved Project would have less-than-significant impacts to cultural resources. The Project site is located in an Alquist-Priolo Fault Zone as shown in the California Department of Conservation’s <i>California Earthquake Hazards Zone Application</i>, and like most of California, is subject to ground-shaking hazards from earthquakes on regional fault systems capable of producing moderate to severe ground shaking. However, the Approved Project does not include the development of any land uses that would subject additional persons to risks associated with rupture of a known earthquake fault.</p> <p>Construction of the Approved Project has the potential to contribute to soil erosion and the loss of topsoil. Excavations and grading activities that would be required for the Project would expose and loosen topsoil, which could be eroded by wind or water. To reduce the potential for soil erosion and the loss of topsoil, a Stormwater Pollution Prevention Plan (SWPPP) is required by the City and the Regional Water Quality Control Board (RWQCB) regulations developed by a Qualified SWPPP Developer (QSD), which would be implemented by PPP WQ-1.</p> <p>The Project site is outside of areas determined to be susceptible to landslide or liquefaction; however, the Project site is subject to risk of seismic-related strong ground shaking. Steep slopes to the north of Bradbury Road would be graded as part of the Approved Project to accommodate proposed roadway widening. Under the Approved Project, a retaining wall would be implemented to support the proposed grade of the modified slope to minimize slope failure risk due to inundation, erosion, or other disruptive events.</p> <p>The Approved Project included demolition of existing asphalt, grading of the Project site, and roadway pavement and roadway restriping in order to widen the exiting Bradbury Road from 24 feet to 36 feet. Grading under the Approved Project was determined to have the potential to encroach into native soil that has not been previously disturbed and could contain paleontological resources. Therefore, Mitigation Measure PAL-1 was included to provide procedures during grading or excavation activities. Mitigation Measure PAL-1 requires that work cease within 50 feet of a find until a qualified paleontologist has evaluated the find in accordance with federal and State regulations. Mitigation Measure PAL-1 reduced potential impacts to undiscovered paleontological resources to a less than significant level.</p> <p>The Modified Project would reduce proposed roadway expansion, which would reduce required grading and size of the proposed retaining wall. Overall, the Modified Project would result in less impacts on soil erosion due to reduced grading; however, PPP WQ-1 would still be required and implemented. Potential impacts due to seismic ground shaking would be similar to the Approved Project, since the site conditions are the same and the proposed retaining wall would protect the roadway and adjacent residences from potential geological hazards. Additionally, the Modified Project would have a smaller impact footprint than the Approved Project and would overall result in less impacts to paleontological resources than the Approved Project. However, the Modified Project would require implementation of Mitigation Measure PAL-1 in the case of an</p>

	<p>inadvertent discovery. The Modified Project would result in less-than-significant impacts with mitigation and would be consistent with findings from the Approved IS/MND.</p>
<p>Greenhouse Gas Emissions</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less-than-significant greenhouse gas (GHG) emissions impacts. The Approved Project was found to result in a total of approximately 1.0 MTCO₂E amortized over 30 years. The Approved Project would result in negligible operational emissions related to periodic debris clearing and maintenance activities.</p> <p>The Modified Project would result in a smaller impact area compared to the Approved Project. Less grading would be required under the Modified Project compared to what was previously analyzed under the Approved Project (25 CY of export compared to 322 CY of export previously required) and overall construction impacts on GHG would be less. Modified Project operation would be the same as the Approved Project operation. The Modified Project would result in less-than-significant impacts and would be consistent with findings from the Approved IS/MND.</p>
<p>Hazards and Hazardous Materials</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts related to hazards and hazardous materials. The Approved Project found that construction activities including routine transport and use of hazardous materials during construction would be less than significant. The Approved Project found that operation would not include land uses or activities that require routine transport, use, or disposal of hazardous materials. Therefore, operation of the Project would not result in a significant hazard to the public or to the environment through the routine transport, use, or disposal of hazardous waste, and impacts would be less than significant.</p> <p>The Approved Project found that through implementation of the City’s Municipal Code Section 9.109.050 (included as PPP WQ-1), risk of significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment during Project construction would result in a less-than-significant impact.</p> <p>The Approved Project found that the emissions generated from construction and operation of the Project, evaluated in the air quality analysis discussed above, would not cause or contribute to an exceedance of the federal or State air quality standards. Project operation would not include the generation or transport of hazardous materials. Therefore, the Project would not emit hazardous or handle acutely hazardous materials, substances, or waste near a school, and impacts would be less than significant.</p> <p>The Approved Project site is not located on the Department of Toxic Substances Control’s date management system, EnviroStor, as a contamination site. Additionally, Bradbury Road is identified as a primary evacuation route within the City General Plan and provides access to East Lemon Avenue in the event of an evacuation. Temporary roadway closure would be coordinated by the City with emergency service providers in both the Cities of Bradbury and Monrovia (included as PPP HAZ-1). Therefore, impacts related to interference with an adopted emergency response or evacuation plan during construction activities would be less than significant.</p> <p>The Modified Project would implement PPP WQ-1 and PPP HAZ-2, consistent with the Approved Project. The Modified Project would result in less than significant impacts and would be consistent with findings from the Approved IS/MND.</p>
<p>Hydrology and Water Quality</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts to hydrology and water quality. The Proposed Project found that construction and use of equipment had the potential to degrade the quality of water. However, the Approved Project would implement a stormwater pollution prevention plan (SWPPP) (Included as PPP WQ-1) and adhere to</p>

	<p>City’s plan check and permitting process, thus impacts would be less than significant. The Approved Project would include construction of a retaining wall to support slopes and stabilize soils from potential erosion, minimizing the discharge of sediment into receiving waterbodies. Therefore, the Project would result in a less-than-significant impact.</p> <p>Operation of the Approved Project would not require pumping or construction of groundwater. Therefore, the Project would result in a less-than-significant impact on groundwater recharge. The Approved Project site does not contain, nor is adjacent to, a stream, river, creek, or other flowing water body. Thus, impacts related to alteration of the course of a seam or river would not occur.</p> <p>The Approved Project is not located near a large body of surface water and the proposed retaining and revegetation would reduce the risk of mudflow on the Project site. Thus, implementation of the Approved Project would not expose people or structures to a significant risk of loss, injury, or death, involving inundation by seiche, tsunami, or mudflow that could release pollutant due to inundation for the Project site. As shown in Appendix A, the Project would result in a negligible increase in impervious surface area, and existing drainage would accommodate the Project’s stormwater runoff. Therefore, the Approved Project was determined to result in less-than-significant impact.</p> <p>The Modified Project would decrease grading, slightly decreasing impervious surface area and thus reducing the amount of surface runoff. The Modified Project would require a SWPPP like the Approved Project. Therefore, the Modified Project would result in less-than-significant impacts related to hydrology and water quality consistent with the Approved Project.</p>
<p>Land Use and Planning</p>	<p>No Impacts. The Approved IS/MND determined the Approved Project would result in no impact to land use and planning. The Project intends to widen an existing roadway that serves the communities of Bradbury and Monrovia and does not divide either community. Additionally, the Project would not change the nature of the current land use, nor does it propose any changes to the current land use and zoning designation. The Project would not conflict with any applicable zoning regulations adopted for the purpose of avoiding or mitigating an environmental effect, and the Project would result in no impact.</p> <p>The Modified Project is similar to the Approved Project, but with a reduction in the width of Wildrose Avenue and a decrease in the length and height of the retaining wall. As such, the Modified Project would result in the same impacts to land use and planning. Therefore, the Modified Project would result in no impact, consistent with the Approved IS/MND and no new impacts would occur.</p>
<p>Mineral Resources</p>	<p>No Impacts. The Approved IS/MND determined the Approved Project would result in no impact to mineral resources because there are no Mineral Resource Zones (MRZ) in the City of Bradbury. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents, and no impacts would occur.</p> <p>Construction under the Modified Project site would occur within the same site analyzed for the Approved Project. Therefore, the Modified Project would result in no impact to mineral resources, consistent with the Approved IS/MND and no new impacts would occur.</p>
<p>Noise</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts. Project construction would be done during the allowable construction hours as provided by the City of Bradbury and City of Monrovia Municipal Codes. In general, both cities allow for construction from 7:00 a.m. to 7:00 p.m. on weekdays, the City of Monrovia Municipal Code Section 9.44.040 allows construction-generated noise level increases from the hours 9:00 a.m. to 6:00 p.m. on</p>

	<p>weekends, and the City of Bradbury Municipal Code Sec. 9.127.040 prohibits construction noise on holidays.</p> <p>In addition, the Approved Project was determined to result in the addition of traffic-related noise because it is not capacity-increasing. The Approved Project was determined to not result in increased ambient noise levels because the Project would not alter the nature and use of the existing site. Therefore, the Project would result in a less-than-significant impact on noise.</p> <p>Like the Approved Project, the Modified Project would limit construction to the allowable hours as provided by the City of Bradbury and City of Monrovia Municipal Codes. Therefore, the Modified Project would result in less-than-significant impacts, consistent with Approved IS/MND and no new impacts would occur.</p>
<p>Population and Housing</p>	<p>No Impacts. The Approved IS/MND determined the Approved Project would result in no impact to population and housing. The Modified Project would not include the removal or construction of housing on the site.</p> <p>Like the Approved Project, the Modified Project would widen the existing Bradbury Road. The Modified Project would result in no impact to population and housing, consistent with the Approved IS/MND.</p>
<p>Public Services</p>	<p>No Impacts. The Approved IS/MND determined the Approved Project would result in no impacts to public services. The Proposed Project would not require employees or implement residential uses on the site that would result in increased demand for public services, and therefore would not result in any impacts related to public services.</p> <p>Like the Approved Project, the Modified Project would widen the existing Bradbury Road and would not result in increased demand for public services. Therefore, the Modified Project would result in no impact, consistent with the Approved IS/MND.</p>
<p>Recreation</p>	<p>No Impacts. The Approved IS/MND determined the Approved Project would result in no impact to recreation because the Project would not consist of the development of any buildings that would increase the demand for parks.</p> <p>Like the Approved Project, the Modified Project would widen the existing Bradbury Road and would not result in increased demand for parks. Therefore, the Modified Project would result in no impact, consistent with the Approved IS/MND.</p>
<p>Transportation</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined that the Approved Project would result in less-than-significant impacts to transportation. The Modified Project would generate vehicular trips from construction workers traveling to and from the Project site, delivery of construction supplies and import material to, and export of debris from the Project site. However, these activities would only occur for approximately two months. Construction-related trips would be temporary and nominal due to the scope of the Modified Project. Temporary roadway closure of Bradbury Road may be required during some construction activities, including asphalt removal and replacement. Full roadway closure would be minimized to the least amount of time feasible. The City would coordinate any required roadway closures with emergency service providers in both the City of Bradbury and Monrovia (PPP HAZ-1). Therefore, impacts related to inadequate emergency access would be less than significant.</p> <p>Like the Approved Project, the Modified Project would widen the existing Bradbury Road. Transportation-related impacts during construction would be the same for the Modified Project. The Modified Project would result in less-than-significant impacts, consistent with the Approved IS/MND and no new impacts would occur.</p>

<p>Tribal Cultural Resources</p>	<p>Less Than Significant Impacts with Mitigation. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts to tribal cultural resources with implementation of mitigation. Tribal cultural resources were not identified within the Project site. However, the Project site is considered sensitive to tribal cultural resources due to historic occupation as ancestral tribal territory and could yield tribal cultural resources during Project construction. Mitigation Measures TCR-1 through TCR-3 were included in consultation with Gabrieleño Band of Mission Indians – Kizh Nation, during AB-52 consultation. With implementation of Mitigation Measures TCR-1 through TCR-3, a tribal monitor would be present during Project construction and specific processes would be followed in the event of an unanticipated discovery. Therefore, the Approved Project was determined to result in less-than-significant impacts with implementation of mitigation.</p> <p>Like the Approved Project, the Modified Project would require implementation of Mitigation Measures TCR-1 through TCR-3. No further AB 52 consultation is warranted as the Modified Project is on the same site and of similar scope as the Approved Project. Therefore, the Modified Project would result in less-than-significant impact with mitigation incorporated, consistent with the Approved IS/MND and no new impacts would occur.</p>
<p>Utilities/Service Systems</p>	<p>Less Than Significant Impacts. The Approved IS/MND determined the Approved Project would result in less-than-significant impacts to utilities and service systems. The Approved Project would not include the development of any buildings that would require water or wastewater infrastructure nor relocate any existing lines. The Approved Project would not include demolition of any existing buildings or produce waste from packaging of construction materials. Although the Project would not include the development of any buildings, there would be a minimal amount of water used during grading for soil compaction and dust control. Water usage would be temporary in nature and not have a significant impact on water supplies. Thus, impacts would be less than significant.</p> <p>Like the Approved Project, the Modified Project would widen the existing Bradbury Road. Impacts to utilities and service systems would be similar to the Approved Project. The Modified Project would result in less-than-significant impacts, consistent the Approved IS/MND and no new impacts would occur.</p>
<p>Wildfire</p>	<p>No Impacts. The Approved IS/MND determined the Approved Project would result in no impacts related to wildfire. According to the CAL FIRE Fire Hazard Severity Zones map, the Project site is not within a Very High Fire Hazard Zone. The Project does not include construction of housing, buildings, and infrastructure that would exacerbate fire risk. The Project would not generate slopes and would connect to existing drainage facilities. Thus, the Project would not result in risks related to wildfires or risks related to downslope or downstream flooding or landslides after wildfires.</p> <p>Like the Approved Project, the Modified Project would widen the existing Bradbury Road. The Modified Project would be in the same site and therefore, would have the same level of impact to wildfire as the Approved Project. Therefore, the Modified Project would result in no impact, consistent with the Approved IS/MND.</p>

The Modified Project would not result in further major modifications to the previously Approved Project. Therefore, Modified Project changes would not be anticipated to result in new or greater significant impacts beyond those identified in the previously adopted Approved IS/MND and overall Modified Project impacts would be less than significant after mitigation. The Modified Project would be required to comply with all applicable mitigation, local, State, and federal regulations and policies included in the approved environmental documentation.

7. APPLICABLE APPROVED IS/MND MITIGATION MEASURES

The Modified Project would implement the following mitigation measures from the Approved IS/MND. With implementation, all impacts would be less than significant. Therefore, the Modified Project would not introduce any new Project-specific mitigation measures.

Mitigation Measure BIO-1: Tree preservation and planting plan. City Planning Department and shall review, and the Planning Commission shall approve a tree preservation and planting plan which replaces native oak trees and prominent trees in accordance with Municipal Code Section 9.118.040, as follows:

- The City of Bradbury will replace all removed trees, final number to be determined (see Mitigation Measure BIO-5), at a 1:1 ratio with 15-gallon trees of the same species prior to project closeout;
- The Bradbury Estates will accommodate up to 16 replacement trees;
- The City of Bradbury and Bradbury Estates Homeowner's Association will be responsible, in partnership, for the maintenance of the trees in perpetuity once planted;
- The remaining replacement trees will be planted in the City of Duarte, at the Donald and Bernice Watson Recreation Trail, then to parks and medians, in that order of priority;
- The City of Bradbury will purchase and deliver trees to the City of Duarte, in which the City of Duarte will plant within (4) weeks of receipt;
- The City of Duarte will be responsible for the maintenance of the trees in perpetuity once planted.

Mitigation Measure BIO-2: Monitoring Plan. An ongoing maintenance and monitoring plan shall be approved and implemented by the City of Bradbury Planning Department for trees preserved onsite and for replacement trees, to ensure long-long term tree health, and to minimize tree failure.

- An International Society of Arboriculture (ISA) certified arborist shall monitor the replacement trees for a minimum of three years, to evaluate the growth, health, and condition of the replacement trees. Strategic pruning compliant with ISA standards must be performed to subordinate non-primary, codominant stems and canopy deadwood should be removed. Regular maintenance is recommended according to ISA standards.
- Perform inspection after road improvement are completed to determine if preserved oaks have crowns impacted by changed grade or hydrology onsite. Given the degree of the resident trees' inherent lean to the south and their potential to fall towards the roadway, the post-installation inspection must be performed and shall include a workplan for bracing (as needed) to mitigate potential tree failure.
- The arborist shall also monitor preserved trees for a period of three years after construction to assure survival of remaining trees.

Mitigation Measure BIO-3: Tree Protection during Construction. Construction plans shall include a note to require tree protection measures during construction, as follows:

1. Dripline fencing must be placed a minimum of 1 foot in radius from the tree per 1 inch of diameter at breast height (for example, 6-inch trunk = 6 feet protection radius/12 feet diameter).
2. Dripline fencing must be erected so that it is visible and structurally sound enough to deter construction equipment, foot traffic, and the storing of equipment under tree canopies.
3. Raising or lowering the grade in the root zone of trees can be fatal or ruin the health of trees for years to come. Grade change and soil compaction force out the oxygen and literally press the life out of the soil. A retaining wall can be used to minimize the amount of the root zone that is affected, but it is essential that the footing is not continuous. Gravel and aeration pipes should be placed inside the retaining wall before the fill is placed. Consult with a qualified civil engineer for proper design calculations.

4. Trenching within the protection zone must be avoided wherever possible. Most of the roots are in the top 1 to 2 feet of soil, and trenching can sever a large percentage of roots.
5. Oil from construction equipment, cement, concrete washout, acid washes, paint, and solvents are toxic to tree roots. Signs should be posted on the fencing around trees notifying contractors of the fines for dumping. Portable latrines that are washed out with strong detergents can damage the fine roots of the trees. Portable latrines should not be placed near trees, nor where frequent and regular foot traffic to them will compact the soil below the trees.
6. Construction creates large amounts of dust, and the oaks and any other trees to be preserved will need to be kept clean. Dust reduces photosynthesis on all trees. Strict dust control measures must be implemented during construction to minimize this impact, and an occasional rinsing with a solution of water and insecticidal soap will help control pests.

Mitigation Measures BIO-4: Nesting Birds. The following measures shall be implemented to mitigate potential impacts on nesting birds:

- Project ground disturbing and vegetation clearing activities should occur outside of the bird nesting season of February 1 through September 15;
- If avoidance of ground disturbing and vegetation clearing activities cannot be implemented and these activities will occur during the bird nesting season, a qualified biologist shall conduct pre-construction nesting bird survey during the nesting bird season within 3 days prior to vegetation removal and/or construction activities; and,
- If active nests are found during nesting bird surveys, they will be flagged and a 500-foot buffer for raptors and a 250-foot buffer for migratory song birds, shall be installed around the nests. The buffers must remain in place until the young have fledged and the nest becomes unoccupied.

Mitigation Measure BIO-5: Tree monitoring during construction. A qualified arborist with Tree Risk Assessment Qualification (TRAQ) and field experience with evaluation, maintenance, and care of Coast Live Oak (*Quercus agrifolia*) trees, will be retained by the City and present during initial ground distributing activities and site preparation activities. The arborist will determine whether individual trees, or root systems, impacted during construction would necessitate removal of the tree based on the health, risk of failure, and other potential issues that could occur as a result of the project. The arborist may direct the installation of bracing and/or guying measures, corrective pruning, or other treatment for the protection in-place of trees (including root systems impacted by the project. Trees originally considered for removal may be preserved with corrective measures if determined that preservation would not result in risk to public safety. Trees identified as potentially impacted during preliminary tree surveys will be subject to removal or preservation at the discretion of the arborist monitor during construction. Trees identified for removal would be subject to mitigation under Mitigation Measure BIO-1.

Mitigation Measure CUL-1: Inadvertent Discoveries. Prior to the issuance of any permitted ground disturbing activities that cause excavation of soils (including as grading, excavation, and trenching), the City of Bradbury shall ensure that all Project grading and construction plans and specifications shall state that in the event that potential archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the City or County List of Qualified Archaeologists has evaluated the find to determine whether the find constitutes a “unique archaeological resource,” as defined in Section 21083.2(g) of the California Public Resources Code. Any resources identified shall be treated in accordance with California Public Resources Code Section 21083.2(g). If the discovered resource(s) appears Native American in origin, the Native American Monitor shall evaluate any potential tribal cultural resource(s) and shall have the opportunity to consult on appropriate treatment and curation of these resources.

Mitigation Measure PAL-1: Paleontological Resources. Prior to issuance of a grading permit, the City of Bradbury shall verify that all Project grading and construction plans and specifications state that in the event that potential paleontological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified paleontologist (i.e., a practicing paleontologist that is recognized in the paleontological community and is proficient in vertebrate paleontology) from the City or County List of Qualified Paleontologists has evaluated the find in accordance with federal and state regulations. Construction personnel shall not collect or move any paleontological materials and associated materials. If any fossil remains are discovered, the paleontologist shall make a recommendation if monitoring shall be required for the continuance of earth moving activities.

Mitigation Measure TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities:

- A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any “ground-disturbing activity” for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). “Ground disturbing activity” shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
- B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.
- C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or “TCR”), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.
- D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.
- E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe’s sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

Mitigation Measure TCR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects:

- A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

- B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.
- C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)
- E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
- F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Mitigation Measure TCR-3: Procedures for Burials and Funerary Remains:

- A. As the Most Likely Descendant (“MLD”), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term “human remains” encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.
- B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
- C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.
- D. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.
- E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.
- F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six

months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

- G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery and data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

8. DETERMINATION

As set forth in State CEQA Guidelines Section 15164(b), an agency may prepare an addendum to a prior CEQA document: "An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred."

This Addendum is the appropriate CEQA documentation for the Project because:

- The Project does not change the land use that was previously approved, the impacts of which were previously analyzed in the Final IS/MND for the project approved on December 13, 2022, by the City of Bradbury;
- The Project would not permit an intensification of uses that would lead to increased environmental impacts beyond those that are already analyzed in the Final IS/MND;
- The Project does not modify previously analyzed project in a substantive way;
- No new Project-specific mitigation measures are required;
- None of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines apply; and,
- No new significant adverse Project-specific or cumulative impacts in any environmental areas were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project.

Therefore, pursuant to State CEQA Guidelines Section 15164, this document serves as an Addendum to the Certified Final IS/MND prepared for the original Approved Project. It is the independent judgment of City of Bradbury that the proposed changes to the Modified Project do not require the preparation of a subsequent MND or EIR as described in State CEQA Guidelines Section 15162.

9. REFERENCES

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APPENDIX A: Stormwater Technical Memorandum

Memorandum

CITY OF BRADBURY

City Engineer's Office

DATE: April 16, 2024

TO: Kevin Kearney, City Manager

FROM: David Gilbertson, City Engineer

SUBJECT: Bradbury Road Widening Project Storm Water Runoff Impacts

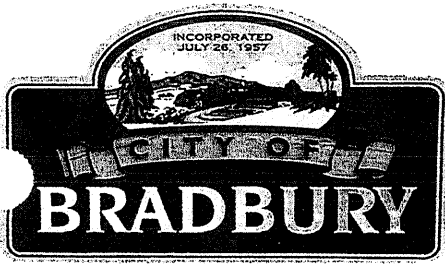
Environmental

During the public comment period for the of Bradbury Road Widening Project's Initial Study and Mitigated Negative Declaration (IS/MND), a comment was brought forth from a Monrovia resident expressing concern of stormwater runoff in the proposed project area. The comment states that the stormwater runoff from the Estates, north of the intersection of Deodar Lane and Wild Rose Ave located on the northwesterly end of the project, floods onto the front yards of the properties on the south side of Wild Rose Ave during heavy rain.

The Final Mitigated Negative Declaration (MND) included Section 5 which provide a response to comments that were received during the public comment period. Response to Comment 4.1.6 specifically pertains to the stormwater comment, see below:

Section 10, Hydrology and Water Quality, threshold c) ii) of the IS/MND analyzes the Project's potential to increase the rate or amount of surface runoff that could result in flooding on- or off-site. As described in the IS/MND, the Project would result in a negligible increase in impervious surface area, and existing drainage would accommodate the Project's stormwater runoff. Therefore, the Project would result in a less than significant impact.

This memo is to maintain that the initial response to comment remains true with the proposed modifications to the plans initiated by the Settlement Agreement with Grow Monrovia. The proposed modifications to the plans include limiting widening of the pavement sections to only Bradbury Road and excluding it on Wild Rose Ave, which further minimizes the impervious areas.



Richard Barakat, Mayor (District 3)
Richard T. Hale, Jr., Mayor Pro Tem (District 1)
Monte Lewis, Council Member (District 2)
Bruce Lathrop, Council Member (District 4)
Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager
Suresh Malkani, Finance Director

DATE: May 21, 2024

SUBJECT: **PROPOSED FORECAST OF FISCAL YEAR 2024 – 2025**

ATTACHMENTS: 1. FY 2024 – 2025 Work Plan
2. FY 2024 – 2025 Projected Fund Activity by Fund
3. FY 2024 – 2025 Revenue Projections
4. FY 2024 – 2025 Expenditure Projections
5. General Fund History

SUMMARY

The proposed Fiscal Year 2024 – 2025 draft budget is a snap-shot of next year's budget forecast, and it allows the City Council to discuss any priorities in the coming year.

The budget determines the City's resource priorities and sets the course for years to come. The City Council does that by linking the most important, highest priority items for the City to accomplish over the next year with the necessary resources.

This forecast represents the opportunity for City Council to review the financial picture before final adoption in June. Following this meeting, Staff will complete any necessary changes and bring the budget back before the City Council for approval in June. With this report, Staff is seeking direction from the City Council on what measures to take in the Fiscal Year 2024 – 2025 budget.

ANALYSIS

Linking objectives with necessary resources involves a process that identifies key goals prior to budget preparation, and these goals become priorities for the budget process. The following five key goals (in no particular order of importance) have been developed by the City Council:

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

- **Disaster Preparedness**
- **Fiscal Responsibility**
- **Capital Improvements**
- **Infrastructure Improvements**
- **City Beautification**

DISCUSSION

A Snapshot of the Budget FY 2024 - 2025

Revenue projects are based on the trends and forecast reports from the County and State. These estimates are conservative and reflect the expectation of the City's revenues from the previous year.

Revenue to the General Fund projected at \$1,362,748 and expenditures total is \$1,271,146. The City's major General Fund revenue sources are Property Tax, Transfer Tax, Franchise Fees and Fees for Service. It should be noted that the General Fund revenues are subject to changes in economic conditions and can fluctuate significantly. The city expects revenues from licenses and permits to remain relatively stable into the upcoming year. There is not an expectation that construction activity revenue streams will significantly increase into the new fiscal year.

Below is a summary for the upcoming Fiscal Year:

Projected General Fund Revenue =	\$1,362,748
Projected General Fund Expenditures =	\$1,271,146
Projected Difference	\$ 91,603
<hr/>	
Projected Fund Balance =	\$3,351,001
Projected General Fund Reserves =	\$1,200,000
Projected Infrastructure Reserves =	\$ 200,000
Projected Contingency =	\$ 5,000
Projected General Fund Liability =	\$ 25,000
Unreserved General Fund Balance =	\$4,781,000

Significant Projects Completed in FY 2023-24

- ***Policies, Ordinances, Projects, and Accomplishments***
 - A wide variety of policies, ordinances, and projects were completed throughout the year. These include:
 - ✓ Facilitated City Council Retreat
 - ✓ Updated City's Investment Policy
 - ✓ Planned 2 Separate Bradbury Night Outs

- ✓ Completed Lemon Avenue Trail Project
 - ✓ Adopted Update to the Land Use Element
 - ✓ Renewed and Managed the CSO Program
 - ✓ Continuance of Routine Performance Evaluations
 - ✓ Resolved Litigation re: the City's Housing Element
 - ✓ Adopted Update to the Health and Safety Element
 - ✓ Shifted to the November General Municipal Elections Cycle
 - ✓ Resolved Litigation on the Bradbury Road Widening Project
 - ✓ Adopted City's 2021-2029 (6th Cycle) Housing Element and accompanying Environmental Mitigation
 - ✓ Facilitated Conversation on Royal Oaks Community Annexation and Worked with LAFCO on Annexation Efforts
- *Municipal Code Amendments*
Over the past year, the City has amended its municipal codes related to Secondary Living Quarters, allowance of 8ft walls in selected areas, Density Bonus laws, policies and procedures related to reasonable accommodations, secondary living quarters and SB 9 units, and code amendments for Housing Element programs, an overlay zone, specific plans, clarified open space as a permitted use and an amendment to the zoning map.
- *Public Safety Committee*
The Public Safety Committee serves as an advisory body for matters concerning law enforcement priorities, crime prevention, animal control, and emergency preparedness. This year, the Committee played a crucial role in updating the City's Local Hazard Mitigation Plan. Throughout the year, the Committee welcomed various guests to its monthly meetings, including representatives from the Area D Office of Disaster Management and professional planning consultants from Atlas Planning Solutions. Additionally, the Committee has been and continues to discuss the potential acquisition of emergency radios and infrastructure. This will be the first year Bradbury has had two (2) separate Bradbury Night Out events to plan in a singular Fiscal Year. The Committee has and continues to spearhead a Community Action Plan and has performed an inventory of emergency supplies.
- *Ongoing Projects*
The City has a number of projects that are currently pending that are expected to blend from this Fiscal Year and into the next. These include:
- ✓ A Comprehensive User Fee Study
 - ✓ Update of the Hazard Mitigation Plan
 - ✓ Evaluation of Police Services in the City
 - ✓ Planning of Street Signage Replacement
 - ✓ Development of a Public Safety Committee Manual
 - ✓ Purchasing of Radios for the Public Safety Committee
 - ✓ Development Discussion on an Emergency Operations Center
 - ✓ Continued Work Toward the Bradbury Road Street Widening Project

New Items for Consideration in FY 2024 – 2025

Recommended New Items Utilizing Restricted Funds: Currently in Budget

- *COPS/SLESF Funds - \$151,028 (Restricted Funds)*
The City receives \$102,200 in Citizens' Option for Public Safety (COPS) / Supplemental Law Enforcement Services Fund (SLESF) funding from the State for additional local law enforcement purposes each Fiscal Year. The City will have a \$471,710 at the end of this Fiscal year and will add another \$100,000 in FY 24/25. This past year, the City utilized funding for two (2) contracted Monrovia CSOs and administrative supplies (such as tickets and equipment). Extra Sheriff's Department spot-patrol in Bradbury has been utilized in the past but has been placed on hold.

In October 2022, the City Council approved a MOU with the City of Monrovia to have the CSO program include two (2) CSOs. The MOU has a 3-year lifetime from 2022 to 2025 at a set rate of \$299,056 which Bradbury and Monrovia split the cost at \$149,528 for each City. This covers two (2) CSO labor/wages, vehicle costs, standard equipment, uniforms, and training. As such, Staff is recommending the following for this upcoming fiscal year:

➤ \$149,528	Two Monrovia CSO
➤ \$ 1,500	Supplies
\$151,028	TOTAL

It should be noted that the current recommendation still places on hold the allocation of funds to LASD for additional spot-patrol. However, LASD is currently holding \$62,175 in City COPS funds from past years that can be utilized for future use.

Recommended New Items Utilizing General Funds: Currently in Budget

- *Los Angeles Sheriff's Department Contract Increase - \$4,458*
The Sheriff's Department has notified the City that their contracting cost model will overall increase by 3.44%. Negotiated employee salary increases have contributed to the rate increase. The liability surcharge on LASD services increased to 12.5% (from 12%). The liability surcharge increase occurred based on the review of the annual actuary study, the pro forma analysis, and the current financial condition of the liability trust fund. The current contract between Bradbury and LASD accounts for 730 annual scheduled hours within the City.
- *COLA Adjustments of 4% for Staff - \$13,150*
The following are COLA increases for Staff, which includes the City Manager, City Clerk, and Management Analyst positions.

- *RKA Engineering Increases – Various Changes*
RKA Consulting Group has adopted a fee schedule with the following changes effective July 1, 2024:

Hourly Rate Schedule	Current	Proposed
Project Principal/City Engineer	\$160	\$170
Engineering/CADD Technician	\$85	\$95
Public Works Inspector	\$90	\$95
Clerical/Administrative	\$65	\$70

Other Notable Items

- For the 12 City Hall closure days, Staff recommends the following days to be designated: Friday, July 5, 2024; Friday, August 2, 2024; Friday, September 6, 2024; Friday, October 4, 2024; Friday, November 1, 2024; Thursday, December 26, 2024; Friday, December 27, 2024; Monday, December 30, 2024; Friday, February 7, 2025; Friday, March 7, 2025; Friday, April 4, 2025; Friday, May 2, 2025.

STAFF RECOMMENDATION

Staff recommends that the City Council review the proposed draft budget forecast and provide Staff with input and direction to prepare the draft budget. Once direction is received, Staff will bring the finalized budget for adoption during the June City Council meeting.

ATTACHMENT #1

2024 – 2025 Work Plan

City Council Priorities
Disaster Preparedness
Fiscal Responsibility
Capital Improvements
Infrastructure Improvements
City Beautification

Blue = Staff Proposed
Red = Completed Last FY

Disaster Preparedness

1. Implement Community Wildfire Protection Plan (CWPP) Action Items
2. ~~Host One Community Preparedness Education Event~~
3. Obtain Status as a *Firewise Community, USA*
4. Continue Increasing Disaster Communications
5. Continue Evaluating & Increasing Disaster Supplies

Fiscal Responsibility

1. Continue to Work with the Community on Fiscal Stability
2. Update the City's Fee Schedule (FY24/25)

Capital & Infrastructure Improvements

1. Complete Bradbury Road Widening (FY24/25)
2. ~~Complete Lemon Avenue Trail Project~~
3. Replace Aging City Signage (FY24/25)
4. Explore Curb Improvements on Royal Oaks Drive North

City Beautification

1. Continue to Improve City Trails & Medians with Drought Tolerant Landscaping

Miscellaneous Community Improvement

1. Continue Work toward Updating the City's Development Code
2. Explore the Most Effective Policing Solution to Increase the Feeling of Safety within Bradbury
3. Work Regionally and with Neighboring Cities on the MS4 Permit
4. Improve Communications with the Community
5. ~~Complete the State Mandated Housing Element Update~~

ATTACHMENT #2

	7/1/2024		Proposed 6/30/2025		Proposed Increase/(Decrease) in Fund Balance	
	Estimated Fund Balance	Proposed Revenues	Proposed Expenditures	Fund Balance Reserved		Fund Balance Unreserved
Unrestricted Funds:						
Fund 101 - General Fund	4,689,398	1,362,748	1,271,146	1,430,000	3,351,001	91,603
Fund 102 - Utility Users Tax Fund	508,898	12,000	62,000	-	458,898	(50,000)
Fund 103 - Deposits Fund	-	-	-	-	-	-
Fund 112 - Long Term Planning Fee Fund	11,870	2,750	-	14,620	-	2,750
Fund 113 - Technology Fee Fund	11,755	8,250	18,808	1,197	-	(10,558)
	5,221,921	1,385,748	1,351,954	1,430,000	3,825,716	33,795
					5,255,716	
Restricted Funds:						
Fund 200 - Gas Tax Fund	6,381	30,175	36,556	-	-	(6,381)
Fund 201 - SB1 Fund	4,200	19,050	23,250	-	-	(4,200)
Fund 203 - Prop. A Fund	77,997	22,500	100,497	-	-	(77,997)
Fund 204 - Prop. C Fund	44,271	20,900	65,171	-	-	(44,271)
Fund 205 - TDA Fund	375	5,000	5,000	375	-	-
Fund 208 - STPL Fund	1,086	25	1,111	-	-	(1,086)
Fund 209 - Recycling Grant Fund	9,851	-	5,000	4,851	-	(5,000)
Fund 209 - SB 1383	20,103	-	6,000	14,103	-	(6,000)
Fund 210 - Measure R Fund	71,141	14,500	85,641	-	-	(71,141)
Fund 212 - Measure M Fund	95,143	15,900	111,043	-	-	(95,143)
Fund 213 - Measure W Fund	17,803	50,000	50,506	-	17,297	(506)
Fund 215 - COPs Fund	594,604	110,000	150,000	554,604	-	(40,000)
Fund 217 - County Park Grant Fund	9,523	200	1,000	8,723	-	(800)
Fund 219 - Fire Safe Grant	19,989	450	-	20,439	-	450
Fund 220 - Covid-19 Fund (ARPA)	-	-	-	-	-	-
	972,467	288,700	640,775	620,392	(352,075)	
	6,194,388	1,674,448	1,992,729	1,430,000	4,446,108	(318,280)

ATTACHMENT #3

Revenues

Acct. Number	Account Description	2021-22 Actual	2022-23 Actual	2023-24 Estimated	2024-25 Proposed
General Fund:					
101-00-4000	Operating Transfers In	667,520			
101-00-4010	Property Tax-Current Secured	460,505	502,215	490,000	475,000
101-00-4030	Property Tax-Current Unsecured	14,490	18,069	6,000	15,000
101-00-4050	Property Tax Prior Year		-	19,855	
101-00-4060	Public Safety Augmentation F	11,858	13,442	12,300	12,500
101-00-4070	Delinquent Taxes	9,451	10,043	6,310	9,000
101-00-4100	Sales & Use Tax	2,832	2,680	1,261	2,000
101-00-4110	Franchise Fee-Cable TV	18,229	18,640	18,500	18,500
101-00-4111	PEG Fees	3,653	3,737	7,073	3,600
101-00-4120	Franchise Fee-SC Edison	19,740	23,934	25,000	23,000
101-00-4130	Franchise Fee-SC Refuse	28,975	42,925	36,625	35,000
101-00-4140	Franchise Fee-SC Gas Co.	3,836	4,518	5,000	3,500
101-00-4150	Franchise Fee-Cal Am Water	46,363	45,469	43,401	40,000
101-00-4160	AB939 Refuse Admin. Fee	20,399	21,978	20,000	20,000
101-00-4190	Real Property Transfer Tax	31,832	40,184	6,000	31,000
101-00-4200	Motor Vehicle In-Lieu	146,411	152,883	145,000	145,000
101-00-4210	Dist & Bail Forfeiture	280	509	308	500
101-00-4215	Covid 19 Revenues	280	127,983	-	-
101-00-4220	Fines-City	1,595	18,343	1,000	1,000
101-00-4350	Business License	26,301	30,588	21,241	22,000
101-00-4360	Movie & TV Permits	65,870	32,960	13,390	15,000
101-00-4370	Bedroom License Fee	5,150	46,350	5,150	5,000
101-00-4410	Variances & CUPs	1,635	3,270	3,700	3,000
101-00-4420	Lot Line Adjustment/Zone Changes		-	31,057	1,500
101-00-4440	Subdivisions/Lot Splits		-	4,845	2,000
101-00-4460	Planning Dept. Review	32,305	28,864	12,465	13,000
101-00-4470	Building Construction Permit	76,437	143,770	122,066	115,000
101-00-4480	Building Plan Check Fees	122,931	37,569	99,975	100,000
101-00-4485	Landscape Plan Check Permit	11,942	4,168	4,768	7,000
101-00-4490	Green Code Compliance	15,472	16,142	7,094	8,000
101-00-4500	Civic Center Rental Fee	360	-	900	900
101-00-4530	Environmental & Other Fees	1,854	1,854	1,898	1,850
101-00-4540	City Engineering Plan Check	58,717	71,569	63,994	70,000
101-00-4600	Interest Income	6,545	111,836	77,941	100,000
101-00-4700	Sales of Maps & Publications	15	107	-	-
101-00-4750	Animal License Revenue		-	-	-
101-00-4800	Other Revenue	82	39,931	-	
101-00-4850	Cal-Am Loan Repayment	4,820		4,500	4,500
101-00-4900	Reimbursements	12,665	34	-	-
101-00-4920	Sale of Prop. A Funds			-	59,398
101-20-4260	Housing Element Grant Reimbursement			65,000	
101-23-4950	Vacant Property Registry Fee				
101-24-4610	Donations	500		1,000	
101-00-4951	Lemon Avenue Trail Project - Grant_FY 2023/24			177,500	
Total General Fund Revenues		1,931,850	1,616,564	1,562,117	1,362,748
Utility Users Tax Fund:					
102-00-4600	Interest	4,446	9,657	11,315	12,000
		4,446	9,659	11,315	12,000

Revenues

Acct. Number	Account Description	2021-22 Actual	2022-23 Actual	2023-24 Estimated	2024-25 Proposed
Deposits Fund:					
103-00-2039	Chadwick Ranch Development				-
103-00-2040	1901 Royal Oaks Dr. North		-	20,000	-
		-	-	20,000	-
Long Term Planning Fee Fund:					
112-00-4490	Long-Term Planning Fee	4,651	1,921	3,448	2,500
112-00-4600	LTP Fee Interest Income	28	130	235	250
		4,679	2,051	3,683	2,750
Technology Fee Fund:					
113-00-4520	Technology Fee	6,991	11,688	8,822	8,000
113-00-4600	Technology Fee Interest Income	195	238	231	250
		7,186	11,926	9,053	8,250
Gas Tax Fund:					
200-00-4600	Gas Tax Interest	80	51	160	175
200-48-4260	Gas Tax	27,833	29,638	34,165	30,000
		27,913	29,689	34,325	30,175
SB1 Gas Tax Fund:					
201-00-4260	Gas Tax	17,238	18,863	19,397	19,000
201-00-4600	Gas Tax Interest	340	151	30	50
		17,578	19,014	19,427	19,050
Prop. A Fund:					
203-40-4260	Prop. A Transit Funds	26,566	801	22,321	21,000
203-40-4600	Prop. A Transit Interest	62	27,468	1,479	1,500
		26,628	28,269	23,800	22,500
Prop. C Fund:					
204-48-4260	Prop. C Funds	22,036	474	20,201	20,000
204-48-4600	Prop. C Interest	140	22,784	827	900
		22,176	23,258	21,028	20,900
Transportation Development Act Fund:					
205-48-4260	TDA Funds	5,000	4,587	3,082	5,000
205-48-4600	TDA Interest	17	0	-	-
		5,017	4,587	3,082	5,000
STPL Fund:					
208-00-4600	STPL Interest	8	18	23	25
		8	18	23	25
Recycling Grant Fund:					
209-00-4260	Recycling Grant Funds	5,000	5,000	5,000	5,000
209-00-4600	Recycling Grant Interest	47	492	630	650
		5,047	5,492	5,630	5,650
Recycling Grant Fund:					
209-00-4700	SB 1383	20,103	-	-	-
		20,103	-	-	-

Revenues

Acct. Number	Account Description	2021-22 Actual	2022-23 Actual	2023-24 Estimated	2024-25 Proposed
Measure R Fund:					
210-48-4260	Measure R Funds	16,524	17,083	13,462	13,000
210-48-4600	Measure R Interest	546	1,207	1,437	1,500
		<u>17,070</u>	<u>18,290</u>	<u>14,899</u>	<u>14,500</u>
Measure M Fund					
212-48-4260	Measure M Funds	18,700	19,324	14,984	14,000
212-48-4600	Measure M Interest	370	1,245	1,877	1,900
		<u>19,070</u>	<u>20,569</u>	<u>16,861</u>	<u>15,900</u>
Measure W Fund					
13-48-4260	Measure W Funds	53,094	54,476	50,506	50,000
		<u>53,094</u>	<u>54,476</u>	<u>50,506</u>	<u>50,000</u>
Citizen's Option for Public Safety (COPS) Fund:					
215-00-4260	COPs Funds	161,285	224,440	186,159	100,000
215-00-4600	COPs Interest	2,742	7,806	11,654	10,000
		<u>164,027</u>	<u>232,246</u>	<u>197,813</u>	<u>110,000</u>
County Park Grant:					
217-00-4600	Grant Fund Interest Income	69	153	200	200
		<u>69</u>	<u>153</u>	<u>200</u>	<u>200</u>
Fire Safe Grant:					
219-00-4600	Fire Safe Grant Interest Income		290	416	450
		<u>16,033</u>	<u>9,109</u>	<u>416</u>	<u>450</u>
Total Revenues		<u>2,468,227</u>	<u>2,153,470</u>	<u>1,988,551</u>	<u>1,674,448</u>

ATTACHMENT #4

Expenditures

		2020-21	2021-22	2022-23	2023-24
Account Description		Actual	Actual	Actual	Estimated
General Fund:					
101-00-5000	Transfers Out	240,000	-	-	-
City Council Division:					
101-11-6100	Events and awards		922	11,285	20,733
101-11-6110	City Newsletter	245		265	
101-11-6500	Community Support (homelessness)	3,000	3,000	3,600	3,000
		3,245	3,922	15,150	23,733
City Manager Division:					
101-12-5010	Salaries	124,080	130,600	153,333	190,000
101-12-5100	Benefits	48,929	51,410	61,286	66,686
101-12-6020	Meetings & Conferences	295	3,076	5,025	3,693
101-12-6025	Expense Account	418	280	320	1,340
101-12-6050	Mileage	759	490	1,098	1,083
101-12-6210	Special Department Supplies				
101-12-6440	Cell Phone	825	900	975	900
		175,306	186,756	222,037	263,702
City Clerk Division:					
101-13-5010	Salaries	63,512	67,000	107,695	73,570
101-13-5100	Benefits	26,424	27,795	39,038	21,267
101-13-6020	Meetings & Conferences		-	987	1,816
101-13-6040	Transportation & Lodging		-	-	-
101-13-6050	Mileage	55	107	52	257
101-13-6210	Special Department Supplies		565		
101-13-6220	Election Supplies		-	-	314
101-13-6225	Codification	2,197	4,855	2,916	2,662
		92,188	100,322	150,688	99,886
Finance Division:					
101-14-5010	Salaries	14,895	18,113	22,016	28,295
101-14-6210	Special Department Supplies	794	400	420	15
101-14-6230	Contracted Computer Services	1,231	1,981	1,282	1,500
101-14-7010	Contracted Banking Services	5,734	4,540	3,598	4,000
101-14-7020	Contracted Audit Services	17,000	17,000	17,510	17,500
101-14-7040	GASB Reports	700	700	700	1,000
		41,658	43,246	45,526	52,310
City Attorney Division:					
101-15-6125	City Attorney-Planning		-	8,383	6,071
101-15-7020	City Attorney Retainer	31,800	31,812	34,800	34,800
101-15-7070	City Attorney Special Service	24,260	17,061	35,436	26,633
101-15-7075	Development Code Update	2,150	15,773	5,390	13,509
101-15-7080	Seminars & Training	750	-	385	
101-15-7450	City Attorney-Code Enforcement		-	1,238	3,322
		58,960	64,646	85,632	84,335
General Government Division:					
101-16-5010	Salaries	49,334	55,605	67,321	65,000
101-16-5100	Benefits	8,736	16,725	16,936	15,632
101-16-6010	Seminars & Training	225	496		247
101-16-6020	Meetings & Conferences	150	711	738	133
101-16-6040	Transportation & Lodging				815
101-16-6050	Mileage		372		459
101-16-6120	Postage	201	253	789	518

Expenditures

Account Description	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Estimated
101-16-6200 Office Supplies	3,329	990	5,225	3,811
101-16-6210 Special Departmental Supplies		997		934
101-16-6230 Computer & Website Services	4,475	2,396	12,136	6,888
101-16-6240 PERS UAL Payment	6,291	9,598	12,490	12,920
101-16-6241 PERS Replacement Benefit Contribution	2,566	2,822	2,858	3,000
101-16-6242 PERS SSA 218 Annual Fee	200	-	-	200
101-16-6250 Copier & Duplications			1,048	1,038
101-16-6300 Insurance	36,352	36,652	42,609	53,762
101-16-6400 Utilities	7,029	7,081	11,022	8,000
101-16-6440 Telephone	2,142	1,689	2,210	2,369
101-16-6450 Building Operations	1,153	504	683	3,561
101-16-6460 Building & Cleaning Service	4,840	5,175	5,836	5,150
101-16-6470 Maintenance & Supplies	4,387	21,468	2,536	4,500
101-16-7031 User Fee Study			-	15,000
101-16-6415 Street Signs			-	-
101-16-7435 Redistricting			743	100
	131,410	163,534	185,180	204,037
Engineering Division:				
101-19-7230 Contracted Engineering Services	74,148	54,950	65,265	75,126
101-19-7231 Lemon Ave Trail Proj - Grant Exp Acct_FY 2023/24			-	260,000
	74,148	54,950	65,265	335,126
Planning, Zoning & Development Division:				
101-20-6120 Postage	317	80		2,426
101-20-6210 Special Department Supplies				-
101-20-7210 City Planner Retainer	46,800	37,925	42,900	46,800
101-20-7220 Contracted Building & Safety	80,941	73,235	86,092	102,999
101-20-7240 City Planner Special Service	22,275	14,603	11,992	24,583
101-20-7245 General Plan update	14,966	33,436	82,903	19,196
	167,234	159,314	223,887	196,004
Parks & Landscape Maintenance Division:				
101-21-7015 Royal Oaks Trail Maintenance	7,040	8,946	14,232	12,630
101-21-7020 City Hall Grounds Maintenance	4,443	9,540	4,836	6,555
101-21-7021 Hillside Open Space Acquisition			-	1,096
101-21-7025 Trail Maintenance	12,124	2,758	3,651	5,797
101-21-7035 Mt.Olive Entrance & Trail	10,346	6,184	7,161	12,138
101-21-7045 Lemon/RO cut through Trail	3,430	1,685	1,651	5,516
101-21-7060 Lemon Ave Trail				
101-21-7060 Street Tree Trimming	560	16,956	8,245	2,750
	37,943	46,069	39,776	46,482
Public Safety Division:				
101-23-6210 Special Departmental Services (Hazard Mit.U)	11	42	53	31,500
101-23-7410 Contract Services Sheriff	125,121	105,783	128,755	139,803
101-23-7420 City Hall Security	3,537	4,770	2,976	2,359
101-23-7450 Code Enforcement	19,616	1,439	1,843	528
	148,285	112,034	133,627	174,190
Emergency Preparedness Division:				
101-24-6010 Seminars & Training	185	65	44	-
101-24-6020 Meetings & Conferences	495		28	-
101-24-6030 Memberships & Dues	360	360	900	900
101-24-6470 Maintenance & Supplies	4,532	261	1,803	-
101-24-6480 Civic Center Generator	944	291	1,752	1,555
	6,516	977	4,527	2,455

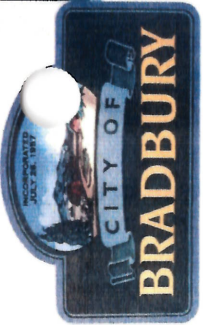
Expenditures

Account Description		2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Estimated
Animal & Pest Control Division:					
101-25-7000	Animal Control Services	5,817	11,450	11,794	10,500
101-25-7010	Pest Control Services				-
		5,817	11,450	11,794	10,500
Intergovernmental Relations Division:					
101-30-6030	Memberships & Dues	10,463	12,078	11,480	9,996
		10,463	12,078	11,480	9,996
General Fund Totals		1,193,173	959,298	1,194,569	1,502,756
Utility Users Tax Fund:					
102-42-7630	NPDES Stormwater Compliance		16,128	12,144	59,486
102-42-7631	RH/SGRWM Joint Powers Authority				28,559
		-	16,128	12,144	88,045
Deposits Fund:					
103-00-2039	Chadwick				
103-00-2040	1901 Royal Oaks Dr. North				20,000
				-	20,000
Long Term Planning Fee Fund:					
112-20-7245	General Plan Expense	19,270	-	-	-
Technology Fee Fund:					
113-20-4500	Permit Digitizing	865		300	300
113-20-7730	Website Development	10,200	1,800	1,800	4,206
113-20-6230	Contracted Computer Services/Software Expenses				-
113-20-8120	Capital Equipment-Server & Copier	10,222	19,648	10,819	9,522
		21,287	21,448	12,919	14,028
Gas Tax Fund:					
200-48-6400	Utilities-Select System	12,878	11,390	12,733	10,885
200-48-6410	Street Lights	10,506	10,468	12,229	10,940
200-48-6555	Street Tree Maintenance				-
200-48-7000	PW Contract Services		763	406	-
200-48-7290	Street Sweeping	3,131	4,697	3,990	4,000
200-48-7750	Bradbury Road Project	2,250	14,168	605	3,000
		28,765	41,486	29,963	28,825
SB1 Gas Tax Fund:					
201-48-7745	Royal Oaks North Curb Extension				-
201-48-7750	Bradbury Road Project		18,281	30,382	21,240
		-	18,281	30,382	21,240
Prop. A Fund:					
203-00-7600	Sale of Prop. A Funds	60,000			704
203-40-7625	Transit Services				-
		60,000	-	-	704
Prop. C Fund:					
204-20-6030	Memberships & Dues	378	353		-
204-40-7325	Transit Services	8,449	8,450	8,448	6,928
204-48-7750	Bradbury Road Project		15,348	604	2,000
		8,827	24,151	9,052	8,928

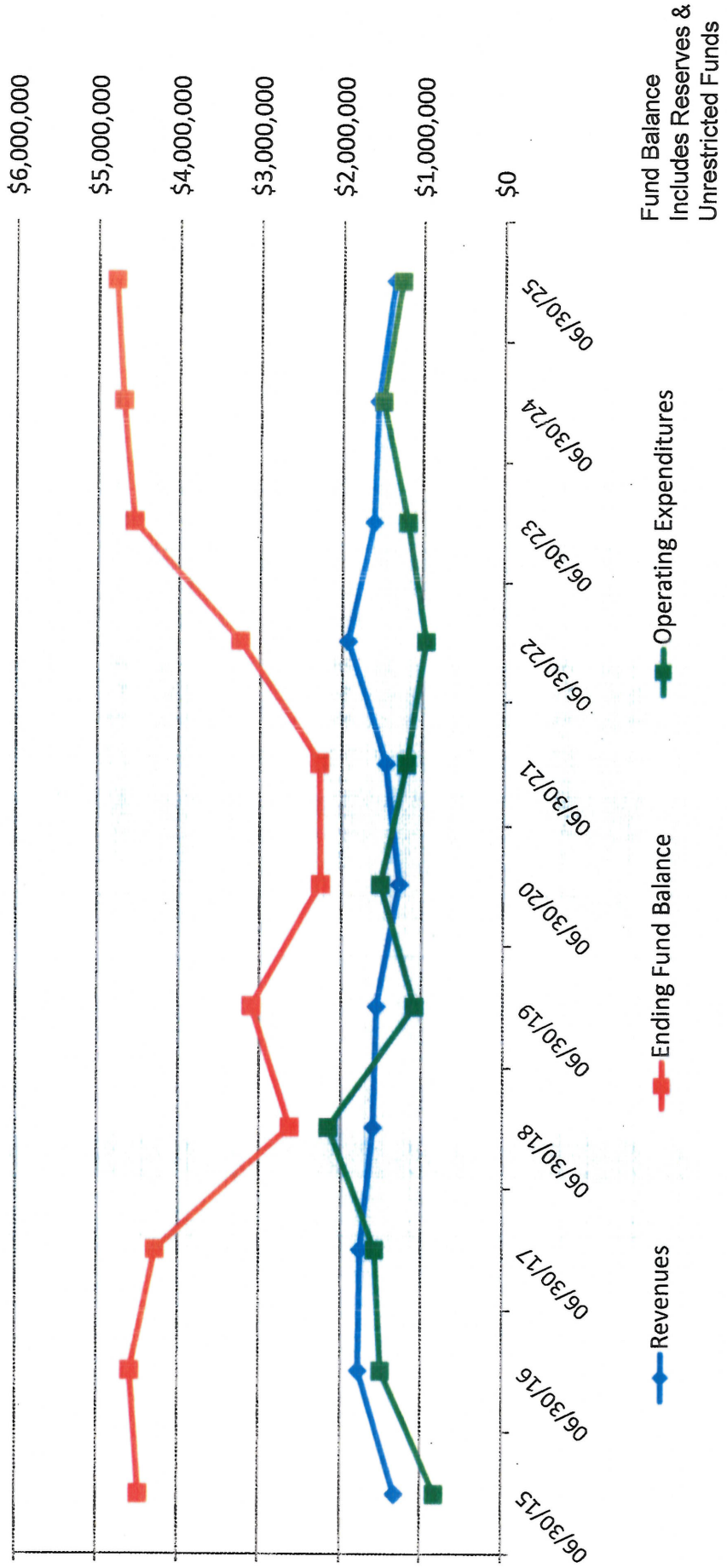
Expenditures

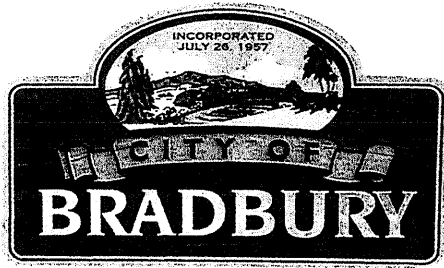
Account Description		2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Estimated
Transportation Development Act Fund:					
205-48-7045	RO Trail	4,014	2,600	6,183	4,550
205-48-7720	Lemon/RO Horse Trail Project				-
205-48-7735	Royal Oaks & Mt. Olive Trail Rehab.		2,920		-
		<u>4,014</u>	<u>5,520</u>	<u>6,183</u>	<u>4,550</u>
STPL Fund:					
208-48-7750	Bradbury Road Project				
		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Recycling Grant Fund:					
209-35-7300	Recycling Expenses	7,200		6,695	687
		<u>7,200</u>	<u>-</u>	<u>6,695</u>	<u>687</u>
Recycling Grant Fund:					
209-00-73220	SB 1383			-	-
		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Measure R Fund:					
210-48-7750	Bradbury Road Project			35,145	4,048
		<u>-</u>	<u>-</u>	<u>35,145</u>	<u>4,048</u>
Measure M Fund					
212-48-7750	Bradbury Road Project				-
		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Measure W Fund					
213-42-7630	NPDES Stormwater Compliance	50,506	42,230	47,537	50,000
		<u>50,506</u>	<u>42,230</u>	<u>47,537</u>	<u>50,000</u>
Citizen's Option for Public Safety (COPS) Fund:					
215-23-7411	Contract CSO Services & Supplies	70,053	52,116	124,885	100,000
		<u>70,053</u>	<u>102,116</u>	<u>124,885</u>	<u>100,000</u>
County Park Grant:					
217-21-7650	Civic Center Park				
		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Total Expenditures	<u>1,412,589</u>	<u>1,172,300</u>	<u>1,449,793</u>	<u>1,793,124</u>

ATTACHMENT #5



General Fund History





Richard Barakat, Mayor (District 3)
Richard T. Hale, Mayor Pro Tem (District 1)
Monte Lewis, Council Member (District 2)
Bruce Lathrop, Council Member (District 4)
Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Mario Flores, Management Analyst

DATE: May 21, 2024

SUBJECT: DISCUSSION ON CITYWIDE STREET SIGN REPLACEMENT

ATTACHMENTS: 1. Photos of Current Bradbury Street Signs
2. Photos of Other Street Signs
3. Current Street Sign Inventory

SUMMARY

It is recommended that the City Council provide direction to Staff regarding the desired approach for new street signage throughout the City.

BACKGROUND

The City currently has a variety of street signs erected; street name signs, regulatory signs, and warning signs. Some of the City's street signs in the public right-of-way have become faded and are in need of replacement. Others are somewhat legible but show signs of deterioration. It is unknown when the City's current street signs were erected.

Replacing the City's street signs align with the City Council's priority of City Beautification. Staff has created an inventory of all street signs currently erected in the City (Attachment 3) and is asking the City Council to provide direction on a desired approach for replacement.

DISCUSSION

The City currently erects 35 street name signs and 156 regulatory and warning signs all throughout the City's public streets. As some of these signs have become deteriorated throughout the years, Staff is prompting a discussion about the desired approach for

replacement. If the Council elects to replace all signs in the City, Staff will solicit quotes for the replacement for 191 signs. If the Council only wants to replace street name signs, Staff will solicit quotes for the replacement of 35 signs.

When it comes to street name signs, the Council can elect to replace the signs with the same design (Attachment 1), or the Council can work through a different design. If the Council elects to shop different designs, The Los Angeles County Department of Public Works (County) is also able to purchase and install powder coated sign posts to any desired color including the current white. The cost for each powdered coated and perforated Telespar post is \$86 plus tax. There is also a one-time \$75 total delivery fee associated with the order regardless of the amount of signs delivered. The County is unable to provide an estimate to install at this time because they would have to come out to inspect each current street sign in the City to determine what equipment is needed and how much labor is involved. Staff could receive a more accurate estimate of the install once the Council gives direction once there is a better understanding of the sign replacement program. Staff has collected images from other cities and the Bradbury Estates current street name signage (Attachment 2) for inspiration on a different design as well.

FISCAL IMPACT

The full cost of a signage replacement endeavor is currently unknown and is solely dependent on the direction of the City Council. The County can purchase powder coated signage on the City's behalf for \$86 each plus tax. There will be a one-time delivery fee of \$75 associated with this order regardless of the amount of signs delivered. The County is unable to provide an estimation for installation until the City Council gives direction. Staff will return with complete costs once further developed.

STAFF RECOMMENDATION

It is recommended that the City Council provide direction to Staff regarding the desired approach for new street signage throughout the City.

ATTACHMENT #1



BOSTON
Dr. LINDSEY
Boston Ave.

Royal Oaks Dr. North





ATTACHMENT #2





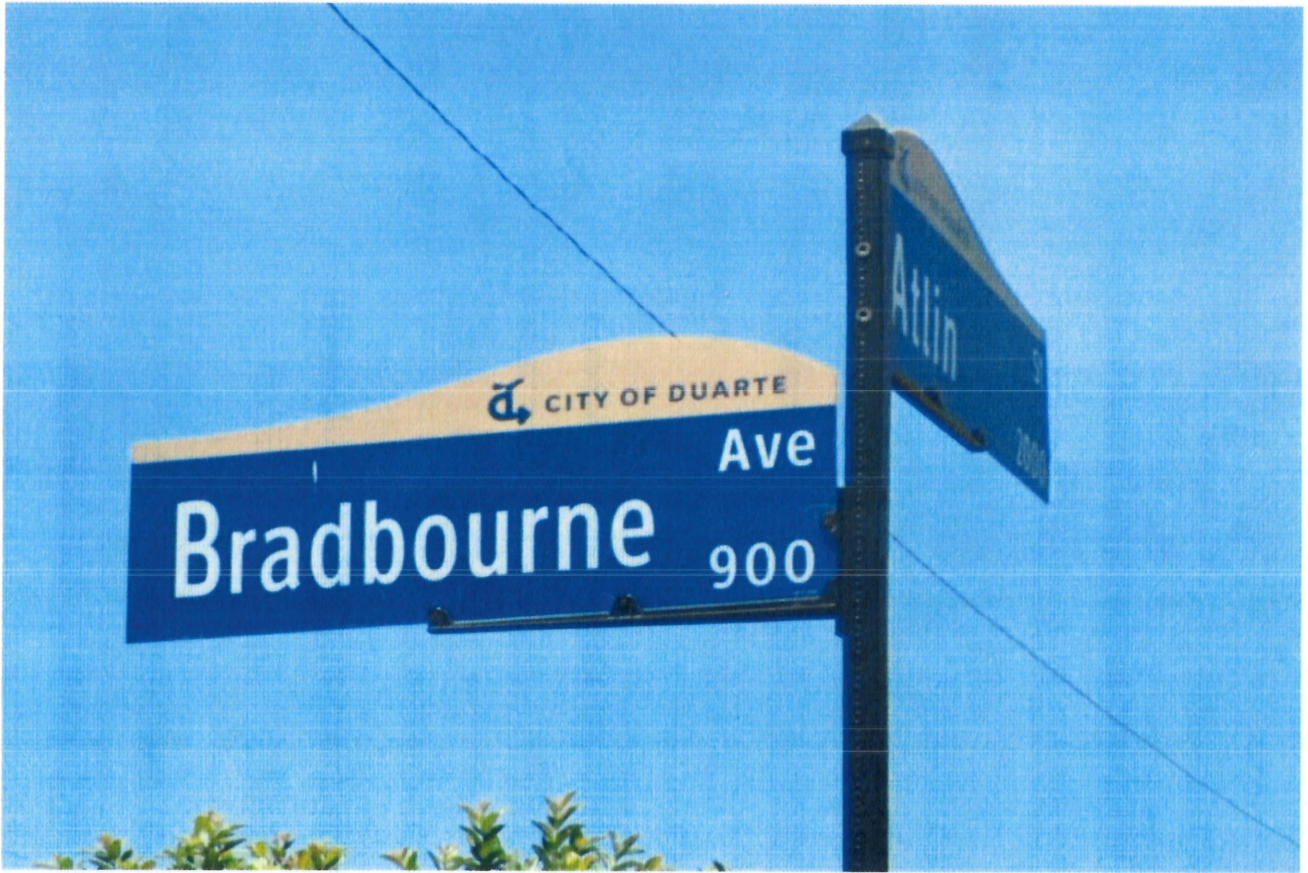


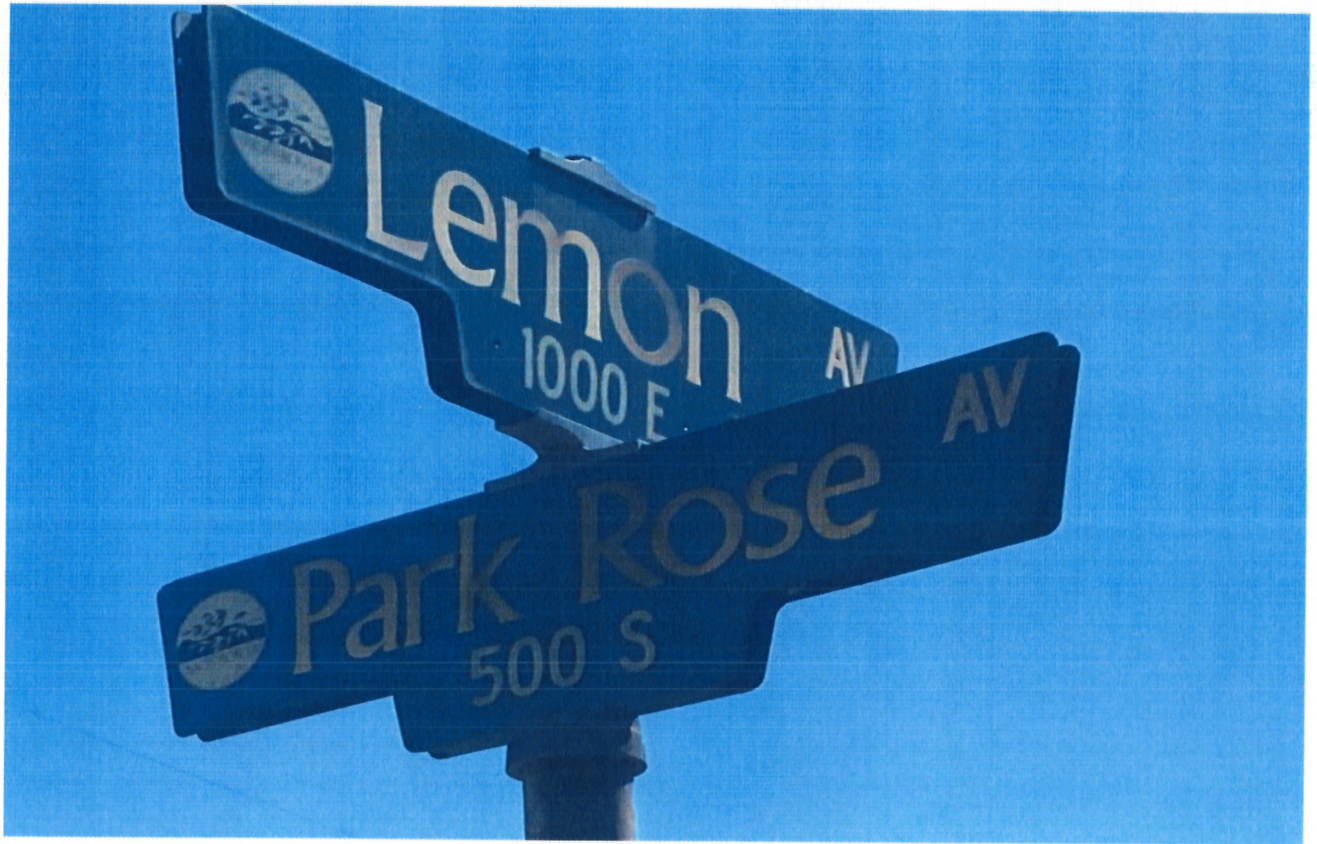




iStock
Credit: LPETTET

532445325



















Google

ATTACHMENT #3

Sign #	Sign Type	On Street	Facing	Configuration	Reference Address
1	Stop Ahead	Winston	South	2-in-1	528 Winston Ave.
2	Street (E. Lemon Ave.)	Winston/Lemon	South	Individual	500 Winston Ave.
3	Street (Winston Ave.)	Winston/Lemon	East/West	Individual	500 Winston Ave.
4	No Stopping Anytime	Winston	South	Individual	Winston
5	No Parking Anytime	Winston	South	Individual	Winston
6	No Parking Anytime	Winston	South	Individual	Winston
7	No Parking Anytime	Winston	South	Individual	Winston
8	No Parking Anytime	Winston	North	Individual	Winston
9	Stop Ahead	Winston	North	2-in-1	Winston
10	Bump 15 MPH	Lemon	East	2-in-1	Lemon
11	No Parking Anytime	Lemon	East	Individual	1524 Lemon Ave
12	Bump 15 MPH	Lemon	East	Individual	1524 Lemon Ave
13	No Parking Anytime	Lemon	East	Individual	Lemon
14	No Parking Anytime	Lemon	East	Individual	Lemon
15	Bump 15 MPH	Lemon	East	2-in-1	Lemon
16	Over 3 Tons Prohibited	Lemon	West	Individual	1404 Lemon Ave.
17	Traffic Calming Ahead	Lemon	West	4-in-1	1404 Lemon Ave.
18	Bump	Lemon	West	4-in-1	1404 Lemon Ave.
19	15 MPH	Lemon	West	4-in-1	1404 Lemon Ave.
20	Bradbury	Lemon	West	4-in-1	1404 Lemon Ave.
21	Street (Sharon Hill Ln.)	Sharon Hill Ln./Westvale	North/South	Individual	Sharon Hill Ln. Gate
22	Speed Limit 25	Mt. Olive Dr.	South	2-in-1	2302 Gardi
23	No Parking on Mt. Olive Dr.	Mt. Olive Dr.	South	2-in-1	2302 Gardi
24	Crosswalk	Mt. Olive Dr.	South	2-in-1	2302 Gardi
25	Directional Sign	Mt. Olive Dr.	South	2-in-1	2302 Gardi
26	Street (Gardi st.)	Mt. Olive Dr.	North/South	Individual	2307 Gardi
27	Street (Mt. Olive Dr.)	Mt. Olive Dr.	East/West	Individual	2307 Gardi
28	Not a Through Street	Mt. Olive Dr.	West	Individual	2302 Gardi
29	Stop Sign	Gardi	East	Individual	2307 Gardi
30	No Stopping Anytime	Mt. Olive Dr.	South	Individual	2307 Gardi
31	No Parking Anytime	Mt. Olive Dr.	South	Individual	2307 Gardi
32	No Parking Anytime	Mt. Olive Dr.	South	Individual	2307 Gardi
33	Street (Freeborn)	Mt. Olive Dr.	North/South	Individual	2304 Freeborn

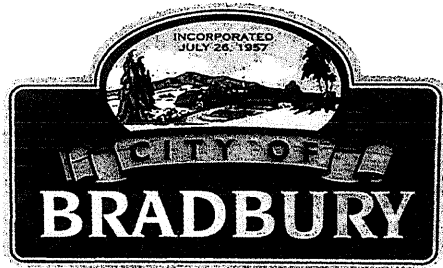
34	Street (Mt. Olive Dr.)	Mt. Olive Dr.	East/West	Individual	2304 Freeborn
35	Stop Sign	Freeborn	East	Individual	2301 Freeborn
36	Stop Ahead	Mt. Olive Dr.	South	Individual	2301 Freeborn
37	No Parking Anytime	Mt. Olive Dr.	South	Individual	2301 Freeborn
38	Stop Sign	Mt. Olive Dr.	South	Individual	2302 Elda
39	Not a Through Street	Mt. Olive Dr.	East	Individual	2302 Elda
40	Stop Sign	Elda	West	Individual	2305 Elda
41	Street (Elda)	Mt. Olive Dr.	North/South	Individual	2305 Elda
42	Street (Mt. Olive Dr.)	Mt. Olive Dr.	East/West	Individual	2305 Elda
43	No Parking Anytime	Mt. Olive Dr.	South	Individual	2305 Elda
44	No Stopping Anytime	Mt. Olive Dr.	South	Individual	554 Mt. Olive
45	Stop Ahead	Mt. Olive Dr.	South	Individual	554 Mt. Olive
46	Stop Sign	Mt. Olive Dr.	West	Individual	502 Mt. Olive
47	Not a Through Street	Mt. Olive Ln.	West	2-in-1	2402 Mt. Olive Ln
48	No Parking 4-5am	Mt. Olive Ln.	West	2-in-1	2402 Mt. Olive Ln.
49	Stop Sign	Mt. Olive Ln.	East	Individual	2401 Mt. Olive Ln.
50	Speed Limit 25	Mt. Olive Dr.	South	Individual	2401 Mt. Olive Ln.
51	Deer	Mt. Olive Dr.	South	Individual	2401 Mt. Olive Ln.
52	Curve Ahead	Mt. Olive Dr.	South	2-in-1	412 Mt. Olive Dr.
53	20 MPH	Mt. Olive Dr.	South	2-in-1	412 Mt. Olive Dr.
54	Traffic Calming Ahead	Mt. Olive Dr.	South	Individual	406 Mt. Olive Dr.
55	Median Sign	Mt. Olive Dr.	East	Individual	Mt. Olive Dr.
56	Median Sign	Mt. Olive Dr.	East	Individual	301 Mt. Olive Dr.
57	Stop Ahead	Mt. Olive Dr.	East	Individual	301 Mt. Olive Dr.
58	Stop Sign	Mt. Olive Dr.	East	Individual	Mt. Mt. Olive Dr.
59	No Parking Anytime	Mt. Olive Dr.	South	Individual	236 Mt. Olive Dr.
60	Speed Limit 25	Mt. Olive Dr.	South	Individual	200 Mt. Olive Dr.
61	Bradbury	Mt. Olive Dr.	North	2-in-1	135 Mt. Olive Dr.
62	Commercial Vehicles over 6,000 lbs. gross prohibited	Mt. Olive Dr.	North	2-in-1	135 Mt. Olive Dr.
63	Speed Limit 25	Mt. Olive Dr.	North	2-in-1	135 Mt. Olive Dr.
64	No Parking on Mt. Olive Dr. 4am-5am	Mt. Olive Dr.	North	2-in-1	135 Mt. Olive Dr.
65	Deer	Mt. Olive Dr.	North	Individual	135 Mt. Olive Dr.
66	No Parking Anytime	Mt. Olive Dr.	North	Individual	Across from 220 Mt. Olive Dr.

67	Stop Ahead	Mt. Olive Dr.	North	2-in-1	Mt. Olive Dr.
68	No Parking Anytime	Mt. Olive Dr.	North	Individual	Across from 236 Mt. Olive Dr.
69	Directional Sign (Left)	Mt. Olive Dr.	North	2-in-1	Across from 236 Mt. Olive Dr.
70	Directional Sign (Left)	Mt. Olive Dr.	North	2-in-1	Across from 236 Mt. Olive Dr.
71	Directional Sign (Left)	Mt. Olive Dr.	North	2-in-1	Across from 260 Mt. Olive dr.
72	Directional Sign (Left)	Mt. Olive Dr.	North	2-in-1	Across from 260 Mt. Olive Dr.
73	No Parking Anytime	Mt. Olive Dr.	North/West	Individual	Across from 260 Mt. Olive Dr.
74	Stop Sign	Mt. Olive Dr.	West	2-in-1	53 Woodlyn Ln.
75	No Parking Anytime	Mt. Olive Dr.	North	2-in-1	53 Woodlyn Ln.
76	Not a Through Street	Mt. Olive Dr.	North	Individual	53 Woodlyn Ln.
77	No Parking Anytime	Mt. Olive Dr.	North	Individual	54 Woodlyn Ln.
78	No Parking Anytime	Mt. Olive Dr.	North	Individual	90 Woodlyn In.
79	Stop Sign	Mt. Olive Dr.	South	Individual	91 Woodlyn In.
80	Street (Woodlyn Ln.)	Mt. Olive/Woodlyn	East/West	2-in-1	91 Woodlyn In.
81	Street (Mt. Olive Dr.)	Mt. Olive/Woodlyn	North/South	2-in-1	91 Woodlyn In.
82	Traffic Calming Ahead	Mt. Olive/Woodlyn	West	Individual	91 Woodlyn In.
83	Speed Limit 25	Mt. Olive Dr.	West	2-in-1	91 Woodlyn In.
84	Radar Enforced	Mt. Olive Dr.	West	3-in-1	91 Woodlyn In.
85	Median Sign	Mt. Olive Dr.	West	Individual	Mt. Olive west median
86	"Your Speed" Sign	Mt. Olive Dr.	West	Individual	Underneath Radar
87	Median Sign	Mt. Olive Dr.	West	Individual	Mt. Olive east median
88	Directional Sign (Right Curve)	Mt. Olive Dr.	West	2-in-1	Near Mt. Olive east median
89	20 MPH	Mt. Olive Dr.	West	2-in-1	Near Mt. Olive east median
90	Stop Ahead	Mt. Olive Dr.	North/West	Individual	425 Mt. Olive Dr.
91	Speed Limit 25	Mt. Olive Dr.	North	Individual	425 Mt. Olive Dr.
92	Stop Sign	Mt. Olive Dr.	North	Individual	511 Mt. Olive Dr.
93	Street (Mt. Olive Dr.)	Mt. Olive Dr./Mt. Olive Ln.	North/South	2-in-1	511 Mt. Olive Dr.
94	Street (Mt. Olive Ln.)	Mt. Olive Dr./Mt. Olive Ln.	North/South	2-in-1	511 Mt. Olive Dr.
95	Stop Ahead	Mt. Olive Dr.	North	2-in-1	555 Mt. Olive Dr.
96	Right Lane Ends	Mt. Olive Dr.	North	Individual	585 Mt. Olive Dr.
97	Stop Sign	Mt. Olive Dr.	North	Individual	619 Mt. Olive Dr.
98	Crosswalk Ahead	Mt. Olive Dr.	North	2-in-1	619 Mt. Olive Dr.
99	Horse Xing	Mt. Olive Dr.	North	2-in-1	645 Mt. Olive Dr.
100	Crosswalk	Mt. Olive Dr.	North	2-in-1	645 Mt. Olive Dr.

101	Street (Gardi St.)	Mt. Olive/Gardi	North/South	2-in-1	2254 Gardi St.
102	Street (Mt. Olive Dr.)	Mt. Olive/Gardi	East/West	2-in-1	2254 Gardi. St.
103	Not a Through Street	Mt. Olive/Gardi	East	2-in-1	645 Mt. Olive Dr.
104	Neighborhood Watch	Mt. Olive/Gardi	East	2-in-1	645 Mt. Olive Dr.
105	Neighborhood Watch	Spring Point Dr.	South	2-in-1	2239 Spring Point Dr.
106	Street (Oak Shade)	Oak Shade/Spring Point Dr.	North/South	2-in-1	2242 Oak Shade Rd.
107	Street (Spring Point Dr.)	Oak Shade/Spring Point Dr.	East/West	2-in-1	2242 Oak Shade Rd.
108	Stop Sign	Gardi/Spring Point	North	2-in-1	2239 Gardi St.
109	Street (Spring Point Dr.)	Gardi/Spring Point Dr.	East/West	2-in-1	2239 Gardi St.
110	Street (Gardi St.)	Gardi/Spring Point Dr.	North/South	2-in-1	2239 Gardi St.
111	Street (Fairlee Ave.)	Gardi/Fairlee Ave.	East/West	2-in-1	2147 Gardi St.
112	Street (Gardi St.)	Gardi/Fairlee Ave.	East/West	2-in-1	2147 Gardi St.
113	Neighborhood Watch	Fairlee	South	Individual	638 Fairlee Ave.
114	Stop Sign	Mt. Olive/Gardi	West	Individual	2254 Gardi St.
115	Bradbury Civic Center/Royal Oaks	Royal Oaks Dr.	East	Individual	Across from 1862 Royal Oaks dr.
116	Bradbury Civic Center/Royal Oaks	Royal Oaks Dr.	West	Individual	Across from 1862 Royal Oaks dr.
117	No Parking Anytime	Royal Oaks Dr. N.	South	Individual	By Royal Oaks Wash
118	Directional Sign (Right)/Yield	Royal Oaks Dr. N.	West	2-in-1	By Royal Oaks Wash
119	Street (Royal Oaks Dr. North)	Royal Oaks Dr. N.	South	Individual	By Royal Oaks Wash
120	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	By Irish Rose Frams
121	Speed Limit 25	Royal Oaks Dr. N.	East	2-in-1	1835 Royal Oaks Dr. N.
122	Radar Enforced	Royal Oaks Dr. N.	East	2-in-1	1835 Royal Oaks Dr. N.
123	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	1825 Royal Oaks Dr. N.
124	Horse Xing	Royal Oaks Dr. N.	East	2-in-1	1825 Royal Oaks Dr. N.
125	Speed Limit 25	Royal Oaks Dr. N.	East	3-in-1	1775 Royal Oaks Dr. N.
126	Senior Citizen Facility	Royal Oaks Dr. N.	East	3-in-1	1775 Royal Oaks Dr. N.
127	No Stopping Anytime	Royal Oaks Dr. N.	East	3-in-1	1775 Royal Oaks Dr. N.
128	Street (Woodlyn Ln.)	Royal Oaks/Woodlyn Ln.	East/West	2-in-1	Bradbury Oaks Estates
129	Street (Royal Oaks Dr. N.)	Royal Oaks/Woodlyn Ln.	North/South	2-in-1	Bradbury Oaks Estates
130	Stop Sign	Royal Oaks/Woodlyn Ln.	North	Individual	Bradbury Oaks Estates
131	Pedestrians Ahead	Royal Oaks Dr. N.	East	2-in-1	Bradbury Oaks Estates
132	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	1763 Royal Oaks Dr. N.
133	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	1763 Royal Oaks Dr. N.
134	Stop Ahead	Royal Oaks Dr. N.	East	Individual	1775 Royal Oaks Dr. N.

135	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	Side of 742 Braewood
136	Street (Braewood Dr.)	Royal Oaks/Braewood	East/West	2-in-1	743 Braewood Dr.
137	Street (Royal Oaks Dr.)	Royal Oaks/Braewood	North/South	2-in-1	743 Braewood Dr.
138	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	Side of 743 Braewood Dr.
139	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	Side of 728 Winston
140	Stop Sign	Royal Oaks Dr. N.	East	Individual	Side of 728 Winston
141	Street (Winston Ave.)	Royal Oaks/Winston	East/West	2-in-1	Royal Oaks/Winston
142	Street (Royal Oaks Dr. North)	Royal Oaks/Winston	North/South	2-in-1	Royal Oaks/Winston
143	Speed Limit 25	Royal Oaks Dr. N.	East	2-in-1	1533 Royal Oaks Dr. N.
144	No Stopping Anytime	Royal Oaks Dr. N.	East	2-in-1	1533 Royal Oaks Dr. N.
145	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	1533 Royal Oaks Dr. N.
146	No Stopping Anytime	Royal Oaks Dr. N.	East	Individual	1533 Royal Oaks Dr. N.
147	Horse Sign	Royal Oaks Dr. N.	East	Individual	1533 Royal Oaks Dr. N.
148	Directional Sign (Curve Left)	Royal Oaks Dr. N.	East	3-in-1	1533 Royal Oaks Dr. N.
149	10 MPH	Royal Oaks Dr. N.	East	3-in-1	1533 Royal Oaks Dr. N.
150	No Stopping Anytime	Royal Oaks Dr. N.	East	3-in-1	1533 Royal Oaks Dr. N.
151	Stop Ahead	Royal Oaks Dr. N.	East	2-in-1	1421 Royal Oaks Dr. N.
152	No Stopping Anytime	Royal Oaks Dr. N.	East	2-in-1	1421 Royal Oaks Dr. N.
153	Cross Ahead	Royal Oaks Dr. N.	East	2-in-1	1421 Royal Oaks Dr. N.
154	Street (Royal Oaks Dr. N.)	Royal Oaks Dr. N.	South	Individual	1421 Royal Oaks Dr. N.
155	Bradbury Civic Center/Royal Oaks	Royal Oaks Dr.	East/West	Individual	1424 Royal Oaks Dr.
156	Bradbury Civic Center/Royal Oaks	Royal Oaks Dr.	East/West	Individual	1425 Royal Oaks Dr.
157	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across 1433 Royal Oaks Dr. N.
158	Speed Limit 25	Royal Oaks Dr. N.	West	2-in-1	Across 1447 Royal Oaks Dr. N.
159	Radar Enforced	Royal Oaks Dr. N.	West	2-in-1	Across 1447 Royal Oaks Dr. N.
160	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across 1447 Royal Oaks Dr. N.
161	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across 1527 Royal Oaks Dr. N.
162	Stop Ahead	Royal Oaks Dr. N.	West	Individual	Across 1527 Royal Oaks Dr. N.
163	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across 1527 Royal Oaks Dr. N.
164	Horse Sign	Royal Oaks Dr. N.	West	Individual	Across 1533 Royal Oaks Dr. N.
165	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across 1533 Royal Oaks Dr. N.
166	Stop Sign	Royal Oaks Dr. N.	West	Individual	Across 1533 Royal Oaks Dr. N.
167	Double Arrow Sign	Royal Oaks Dr. N.	West	Individual	Across 1533 Royal Oaks Dr. N.
168	No Stopping Anytime	Royal Oaks Dr. N.	North	2-in-1	Winston/Royal Oaks Intersection
			West	Individual	Winston/Royal Oaks Intersection

169	Double Arrow Sign	Royal Oaks Dr. N.	North	2-in-1	Braewood/RO Intersection
170	Speed Limit 25	Royal Oaks Dr. N.	West	3-in-1	Braewood/RO Intersection
171	Senior Citizen Facility	Royal Oaks Dr. N.	West	3-in-1	Braewood/RO Intersection
172	No Stopping Anytime	Royal Oaks Dr. N.	West	3-in-1	Braewood/RO Intersection
173	Pedestrian Ahead	Royal Oaks Dr. N.	West	2-in-1	Across from Delivery Entrance of Sr. Facility
174	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across from Senior Facility
175	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	By Royal Oaks N. Bridge entrance
176	Horse Crossing	Royal Oaks Dr. N.	West	2-in-1	Across from Senior Facility Main Entrance
177	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across from 1775 Royal Oaks Dr. N.
178	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across from 1825 Royal Oaks N.
179	Directional Sign (Curve Right)	Royal Oaks Dr. N.	West	2-in-1	Across from 1835 Royal Oaks Dr. N.
180	10 MPH	Royal Oaks Dr. N.	West	2-in-1	Across from 1835 Royal Oaks Dr. N.
181	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across from 1835 Royal Oaks Dr. N.
182	Stop Ahead	Royal Oaks Dr. N.	West	Individual	Across from Irish Rose Farms
183	No Stopping Anytime	Royal Oaks Dr. N.	West	Individual	Across from Irish Rose Farms
184	Not a Through Street	Royal Oaks Dr. N.	North	Individual	Across from Irish Rose Farms
185	2-Hour Parking 7am-6pm	Braewood/Royal Oaks Dr. N.	South	2-in-1	742 Braewood Dr.
186	2-Hour Parking 7am-6pm	Braewood/Royal Oaks Dr. N.	South	2-in-1	742 Braewood Dr.
187	2-Hour Parking 7am-6pm	Braewood Dr.	South	Individual	742 Braewood Dr.
188	2-Hour Parking 7am-6pm	Braewood Dr.	South	Individual	710 Braewood Dr.
189	2-Hour Parking 7am-6pm	Braewood Dr.	North	Individual	707 Braewood Dr.
190	2-Hour Parking 7am-6pm	Braewood Dr.	North	Individual	721 Braewood Dr.
191	Stop Sign	Braewood Dr.	North	Individual	733 Braewood Dr.
		Braewood Dr.	North	Individual	743 Braewood Dr.



Richard Barakat, Mayor (District 3)
Richard T. Hale, Mayor Pro Tem (District 1)
Monte Lewis, Council Member (District 2)
Bruce Lathrop, Council Member (District 4)
Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Mario Flores, Management Analyst

DATE: May 21, 2024

**SUBJECT: DISCUSSION ON BRADBURY NIGHT OUT AUDIO AND CSARTS
JAZZ BAND**

ATTACHMENTS: 1. Original Audio Rental Estimate
2. Upgraded Audio Rental Estimate to Accommodate CSArts

SUMMARY

Staff has been dialoging with the California School of the Arts – San Gabriel Valley (CSArts), as was mentioned by Councilmember Lathrop at the April 16th City Council meeting, about the possibility of having their small jazz band play live music at the upcoming Bradbury Night Out (BNO) event. To accommodate the jazz band's performance for proper sound throughout the event, Staff has consulted with Pacific Productions (Pacific) for additional technical audio assistance. They provided an estimate for \$1,790 to add the upgraded equipment and an audio engineer necessary to properly convey the sound of the band through the four audio speakers located at the front and rear of City Hall.

Upon sharing the idea of the CSArts jazz band and upgraded audio estimate with the Bradbury Public Safety Committee (Committee), the Committee expressed a concern about the noise levels of the jazz band being too loud and disruptive for the animals that will be attending BNO.

It is recommended that the City Council direct staff on how to proceed with the upgraded audio equipment rental estimate and placement of the band in relation to the animals.

BACKGROUND

In March, Staff presented Council with two estimates from Pacific Productions (Pacific), one to rent audio equipment and technical support for Bradbury Night Out (BNO) and one to purchase upgraded equipment. Ultimately, the Council elected to rent the equipment for the upcoming BNO for an amount not to exceed \$900.

As Councilmember Lathrop mentioned at the April 16th City Council meeting, Staff has been in dialogue with CSArts about the possibility of them performing at this year's BNO event. Staff solicited a discussion with CSArts about the potential for a live performance at this year's event and The Director of Instrumental Music at CSArts expressed great interest. CSArts offered to provide a small jazz band of six to play live music at the event. To accommodate the small jazz band for optimal sound in front and behind City Hall, Staff consulted with Pacific and was told that an upgraded audio package was needed.

ANALYSIS

The typical donation for the CSArts jazz band is \$500 for a two-hour performance with a break in the middle for the Mayor's raffle. Instruments typically include, but are not limited to, a guitar, drums, a saxophone, and a trombone. In order to convey the sound of the live jazz band to the front of City Hall, Staff asked Pacific if the rental audio equipment the City reserved was sufficient to convey the live music through the four speakers. Pacific stated that the current configuration of a four-channel mixer with one wireless microphone was not sufficient to accommodate the musical instruments. Instead, the City would need to rent a larger audio console, a wired microphone package, microphone stands, a direct input kit, more cabling, and an audio engineer for live sound. The total for this upgraded audio equipment rental is \$1,790.

Below is a comparison of the original estimate and the new upgraded estimate to accommodate the jazz band for proper sound at the event.

Goods & Services	Fee Estimate
Original Audio Equipment Rental & Technical Support	\$900
Upgraded Audio Equipment Rental & Sound Engineer Support	\$1,790

Furthermore, Staff solicited feedback from the Public Safety Committee (Committee) about having the live jazz band attend BNO and the price of the upgraded audio equipment rental. The Committee expressed a concern about the noise levels of the jazz band, particularly the drums, being too loud and disruptive for the animals that will be attending BNO. A couple months ago, the Committee expressed a great desire to keep the animals for this year's BNO and Staff has already reserved them to attend. The Committee suggests that Staff place the jazz band at the front of City Hall. The challenge

with placing the band in the front is that the front is typically loud with the generators of the food trucks.

ALTERNATIVES

1. The City Council can decide to approve the upgraded rental estimate for \$1,790 and discuss a strategic placement of the jazz band (\$500).
2. The City Council can decide to reject the upgraded estimate and have the jazz band (\$500) play in front with the original audio (\$900) still in place for Mayor's speech. This would not allow for music in the front of City Hall.
3. The City Council can decide against having the CSArts jazz band attending BNO and just keep the original audio system (\$900) in place.
4. The City Council can decide against having the animals attend the BNO event (\$985 savings) and have the CSArts jazz band play in the back of City Hall with upgraded audio (\$1,790).

STAFF RECOMMENDATION

It is recommended that the City Council direct Staff on how to proceed with the upgraded audio equipment rental estimate and placement of the band in relation to the animals.

ATTACHMENT #1

Pacific Productions
 135 E Chestnut Ave Ste 1B
 Monrovia, CA 91016 US
 Info@pacificpro.co



Estimate

ADDRESS

Mario Flores
 City of Bradbury
 600 Winston Avenue
 Bradbury, CA 91008

SHIP TO

Mario Flores
 City of Bradbury
 600 Winston Avenue
 Bradbury, CA 91008

ESTIMATE # 1351

DATE 03/13/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/20/2024	Audio	QSC K12.2 Powered Speaker	4	100.00	400.00
06/20/2024	Audio	Ultimate Speaker Stand	4	10.00	40.00
06/20/2024	Audio	Microphone Stand	1	10.00	10.00
06/20/2024	Audio	Flow 8 Audio Console	1	75.00	75.00
06/20/2024	Audio	Shure QLX-D Wireless Handheld Microphone	1	75.00	75.00
06/20/2024	Audio	XLR Cable Package	1	0.00	0.00
06/20/2024	Power	Edison Cable Package	1	0.00	0.00
06/20/2024	Audio	iPad (Music Playback)	1	50.00	50.00
06/20/2024	Labor	Technician	1	250.00	250.00

Bradbury Annual Night Out 2024 Rental

SUBTOTAL 900.00
TAX 0.00
TOTAL **\$900.00**

ATTACHMENT #2

Pacific Productions
135 E Chestnut Ave Ste 1B
Monrovia, CA 91016 US
Info@pacificpro.co



Estimate

ADDRESS

Mario Flores
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

SHIP TO

Mario Flores
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

ESTIMATE # 1367

DATE 04/22/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/20/2024	Audio	QSC K12.2 Powered Speaker	4	100.00	400.00
06/20/2024	Audio	Ultimate Speaker Stand	4	10.00	40.00
06/20/2024	Audio	Yamaha QL1 Audio Console	1	250.00	250.00
06/20/2024	Audio	Shure QLX-D Wireless Handheld Microphone	1	75.00	75.00
06/20/2024	Audio	XLR Cable Package	1	75.00	75.00
06/20/2024	Power	Edison Cable Package	1	0.00	0.00
06/20/2024	Audio	iPad (Music Playback)	1	50.00	50.00
06/20/2024	Audio	Live Performance Microphone Stand Kit	1	100.00	100.00
06/20/2024	Audio	Shure SM81 Condenser Mic	2	25.00	50.00
06/20/2024	Audio	Shure SM-57 Instrument Mic	7	25.00	175.00
06/20/2024	Audio	Shure Beta52A	1	25.00	25.00
06/20/2024	Audio	Passive DI	2	25.00	50.00
06/20/2024	Labor	Audio Engineer	1	500.00	500.00

Bradbury Annual Night Out 2024 Rental with Live Music

SUBTOTAL

1,790.00

TAX

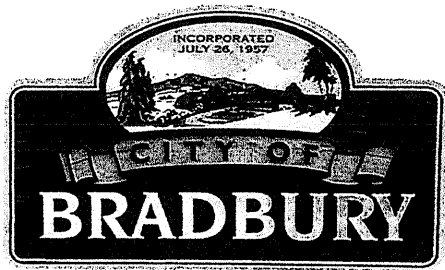
0.00

TOTAL

\$1,790.00

Accepted By

Accepted Date



Richard Barakat, Mayor (District 3)
Richard T. Hale, Mayor Pro Tem (District 1)
Monte Lewis, Council Member (District 2)
Bruce Lathrop, Council Member (District 4)
Elizabeth Brumby, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Mario Flores, Management Analyst

DATE: May 21, 2024

SUBJECT: **DISCUSSION ON CITY COUNCIL ACCESS TO CITY HALL**

SUMMARY

At the request of Mayor Barakat, this item discusses the possibility of granting Bradbury City Council Members access to the Bradbury Civic Center and installing an external keypad to the council chambers door. It is recommended that the City Council direct Staff on how to proceed.

BACKGROUND

During the April 16th City Council meeting, Mayor Barakat requested a discussion on providing City Council access to the Civic Center. The Bradbury Civic Center is broken into two different areas; city hall and the council chambers. Currently, only the Bradbury Estates Community Services District possess a key and code to access only the council chambers because they pay a monthly rental fee to the City to host their monthly board meetings. Only Staff can access both the council chambers and city hall areas.

DISCUSSION

Two separate access codes are currently set for Civic Center access. One code for the council chambers and one for city hall. There is a locked door in between both of these areas of the Civic Center. On the council chamber side, there is access to the generator control panel, the AED machine, a mini refrigerator, a storage room, a fire extinguisher, and two restrooms. On the city hall side, there is a kitchen, employee computers, a printer, another fire extinguisher, and files that are both sensitive (such as personnel and financial) and non-sensitive.

This item prompts a discussion about Council Members' access to the Civic Center, what particular areas of the facility is desired for access, and the purpose of access. If the City Council desires access to just the council chambers, Staff could install an external keypad on the council chambers door. Council would also need to be provided an internal alarm code to access the council chambers. If the City Council desires to access both sides, keys would need to be assigned and two different access codes would need to be shared.

STAFF RECOMMENDATION

It is recommended that the City Council direct Staff on how to proceed with granting the City Council access to the Bradbury Civic Center.