

AGENDA

**Regular Meeting of the Bradbury City Council
To be held on Tuesday, February 21, 2023
Closed Session Immediately Following
at the Bradbury Civic Center
600 Winston Avenue, Bradbury, CA 91008**

In accordance with California law, the City is allowing Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. You will be able to hear the entire proceedings (other than the Closed Session) and to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times. The Zoom information is <https://us02web.zoom.us/j/85729759478>, One tap mobile +16694449171,, 85729759478 #, or dial (669) 900-9128 and enter code 857 2975 9478 #.

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 Lathrop, Mayor Pro-Tem Barakat, Councilmembers Hale, Lewis and 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.

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, 8:30 am - 5:00 pm, Monday through Friday, at (626) 358-3218.

The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a City public meeting. If you require special assistance to participate in this meeting, please call the City Manager's Office at (626) 358-3218 at least 48 hours prior to the scheduled meeting.

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 be "to waive the reading and adopt."

- A. Minutes: Adjourned Regular Meeting of December 13, 2022
- B. Resolution No. 23-01: Demands & Warrants for January 2023
- C. Resolution No. 13-02: Demands & Warrants for February 2023
- D. Monthly Investment Report for the month of December 2022
- E. Monthly Investment Report for the month of January 2023
- F. Planning Commissioner Appointment – District 2

2. Approval of Costs, Plans, and Contract Specifications for the Lemon Avenue Trail Project

The City Council will consider the approval of plans and the authorization to receive formal bids for the installation of a pedestrian pathway on Lemon Avenue from Winston Avenue to the westerly City limit. It is recommended that the City Council approve the plans and authorize the City Engineer to advertise to receive formal bids.

3. Discussion on Bradbury Night Out

This item discusses the upcoming Bradbury Night out that will take place on July 27, 2023. This item prompts an information discussion with no formal recommended actions.

4. Matters from the City Manager

5. Matters from the City Attorney

6. Matters from the City Council

Mayor Lathrop

*League of California Cities
Duarte Education Foundation
Director of Bradbury Disaster Committee
Area "D" Office of Disaster Management*

Mayor Pro-Tem Barakat

*LA County Sanitation Districts
San Gabriel Valley Council of Governments (SGVCOG)
San Gabriel Valley Mosquito & Vector Control District
Foothill Transit*

Councilmember Hale

Councilmember Lewis

Councilmember Bruny

Duarte Community Education Council (CEC)

7. ITEMS FOR FUTURE AGENDAS

CLOSED SESSION

CALL TO ORDER/ROLL CALL

PUBLIC COMMENT – REGARDING CLOSED SESSION ONLY

RECESS TO CLOSED SESSION REGARDING:

- A. Conference with Legal Counsel – Pending Litigation**
Pending Litigation pursuant to Government Code sec. 54956.9, (d)(1) - *City of Bradbury v. Penney Family Trust* - L.A. Superior Court Case No. 22AHCP00517
- B. Conference with Legal Counsel – Pending Litigation**
Pending Litigation pursuant to Government Code sec. 54956.9, (d)(1) - *City of Bradbury v. Zhongying USA Inc.* – L.A. Superior Court Case No. 19GDCP00356
- C. Conference with Legal Counsel – Pending Litigation**
Pending Litigation pursuant to Government Code sec. 54956.9, (d)(1) – *Grow Monrovia v. City of Bradbury* - L.A. Superior Court Case No. 23STCP00128

REPORT FROM CLOSED SESSION

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, March 21, 2023 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, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, February 17, 2023 at 5:00 p.m."



CITY CLERK - CITY OF BRADBURY

**MINUTES OF AN ADJOURNED REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY
HELD ON TUESDAY, DECEMBER 13, 2022
AT THE BRADBURY CIVIC CENTER
600 WINSTON AVENUE, BRADBURY, CA 91008**

**CALIFORNIA GOVERNMENT
CODE SECTION 54953(e)(1):**

Pursuant to California Government Code Section 54953(e)(1), the City is allowing Councilmembers, Staff and the public to participate in this meeting by means of a Zoom video or telephone call. Participants will be able to hear the entire proceedings and be able to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times.

MEETING CALLED TO ORDER:

The Regular Meeting of the City Council of the City of Bradbury was called to order by Mayor Lathrop at 7:10 pm followed by the Pledge of Allegiance.

ROLL CALL:

PRESENT: Mayor Lathrop (remote), Mayor Pro-Tem Barakat (arrived at 7:20 pm), Councilmembers Hale, Lewis and Bruny

ABSENT: None

STAFF: City Manager Kearney, City Attorney Reisman, City Engineer Gilbertson, City Clerk Saldana and Diane Jensen

APPROVAL OF AGENDA:

Councilmember Lewis made a motion to approve the agenda to proceed with City business. Councilmember Bruny seconded the motion, which carried unanimously.

**DISCLOSURE OF ITEMS REQUIRED BY
GOV. CODE SECTION 1090 & 81000 ET
SEQ.:**

In compliance with the California Political Reform Act, each City Councilmember 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.

City Attorney Reisman stated that he was not aware of any disclosures.

**PUBLIC COMMENT ON ANY MATTER
NOT ON THE AGENDA:**

None

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 Councilmember requests 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 are deemed to "waive further reading and adopt."

- A. Minutes: Regular Meeting of November 15, 2022
- B. Resolution No. 22-27: Demands & Warrants for December 2022
- C. Monthly Investment Report for the month of November 2022
- D. Resolution No. 22-28: Designating Diane Jensen as Assistant City Clerk Starting January 3, 2023

**MOTION TO APPROVE
CONSENT CALENDAR:**

Councilmember Lewis made a motion to approve the Consent Calendar as presented. Councilmember Bruny seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Lathrop, Councilmembers Hale and Lewis
NOES: None
ABSENT: Mayor Pro-Tem Barakat

Motion passed 4:0

**APPROVAL OF COSTS, PLANS,
CONTRACT SPECIFICATIONS AND
ENVIRONMENTAL DOCUMENTS FOR THE
BRADBURY ROAD WIDENING PROJECT:**

City Manager Kearney stated that an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared to evaluate the Bradbury Road Widening Project's potential impacts to the environment and outlined required mitigation measures to reduce the impacts of the project on the community. The IS/MND has concluded its required public review period and is now ready for acceptance by the City Council. Plans and contract specifications have also been completed for the project with the exception of the specific type of retaining wall to be constructed along the north side of the roadway. Once the retaining wall details have been finalized, the plans and specifications will be ready to advertise for bid.

**PROJECT DESCRIPTION
BY THE CITY ENGINEER:**

City Manager Kearney handed over the staff report to the City Engineer, David Gilbertson, for the Project Description.

City Engineer David Gilbertson (RKA Consulting Group) stated that the segment of Bradbury Road/Wildrose Avenue between Winding Oak Lane and the main entrance to the Bradbury Estates is a narrow curvilinear two-lane roadway with limited shoulder areas due to the presence of large hedges, severe slopes, mature trees, and a steep hillside. The current roadway width presents hazards and challenges to large moving trucks, horse trailers, and construction vehicles entering and exiting the Estates main entrance. This situation has been exacerbated due to the prohibition of large vehicles using the narrow Wild Rose bridge in Monrovia westerly of the main entrance. The widening of the roadway will provide a safer means of access for all vehicles using the main Bradbury Estates entrance.

RETAINING WALL:

The existing street width of approximately 23 feet will be increased to a proposed uniform curb-to-curb street width of 36 feet. Due to the steep slope along the north side of the street, this widening will require the construction of a large retaining wall along the 150 Deodar Lane property frontage.

The construction of a retaining wall along the north side of the roadway will be required to not only minimize grading impacts but also to preserve the remainder of the hillside and maximize the preservation of its prominent trees. There are a few options for the proposed retaining wall type:

1. Soil-nail wall (rock faces, boulder faces or form poured)
2. Decorative split face wall
3. MSE (gravity) wall
4. Decorative wall (stucco, rock face, decorative cap) to match the Bradbury Estates entrance walls.

TREE REMOVAL:

The widening of the road on the north end of the project will have an impact to the existing hillside and its vegetation, which includes mature Coast Live Oaks trees. Construction of the retaining wall will minimize the impacts but it is still anticipated that eleven (11) Oak trees will be impacted by construction. However, the final count of the trees to be removed will be determined at the time of construction by a certified arborist.

PROPERTIES IMPACTED BY ROAD WIDENING PROJECT:

City Engineer Gilbertson stated that there are three properties along the roadway that will be impacted by the widening project: 150 Deodar Lane, 28 Dovetail Lane, and 302 Bradbury Road.

PUBLIC TESTIMONY AT THE NOVEMBER 15, 2022 CITY COUNCIL MEETING:

At the November 15, 2022 City Council Meeting, public testimony was received from several concerned residents. Some of the issues are identified as follows:

Are drainage improvements included in the project?

The project will contribute minimal amounts of additional storm run-off so the existing drainage patterns will be maintained and no drainage improvements are included, or needed, in the project.

The project will have minimal detrimental impacts to the existing wildlife corridor.

Much of the natural hillside will be maintained in its current condition so the project will have a minimal impact to the existing wildlife corridor.

Why not improve the Lemon Avenue entrance to the Bradbury Estates in lieu of construction of this project?

The segment of Bradbury Road/Wildrose Avenue is sub-standard in width and does not allow for safe passage of two-way traffic, especially large trucks and delivery vehicles. The proposed project will widen the roadway to provide improved ingress/egress to the main entrance for large vehicles, thereby allowing the existing gate to be the primary entrance. The operation of the Lemon Avenue gate is the responsibility of the Bradbury Estates HOA and is not part of this project.

RECOMMENDATION:

It is recommended that the City Council

- 1) Approve the IS/MND Document and Mitigation Measures for the Bradbury Road Widening Project;
- 2) Approve the project's total cost estimate of \$736,498;

- 3) Provide direction on the type of retaining wall to be constructed along the north side of the roadway; and
- 4) Approve the new plans and specifications and authorize the City Engineer to advertise and receive formal bids.

PUBLIC INPUT:

Mayor Pro-Tem Barakat opened up the discussion for public input.

**PUBLIC COMMENT
(IN PERSON):**

In Opposition:

Jessy Li, 28 Dovetail Lane, Bradbury
Meredith Jung, 506 Bradbury Road, Monrovia
Sergio Jimenez, 550 Park Rose Avenue, Monrovia
Susan Carbone, 1017 Oak Leaf Avenue, Monrovia
Serena Burnett, 44 Woodlyn Lane, Bradbury
Joan Smith, 508 Bradbury Road, Monrovia
Larry Walden Sr., 1020 Wildrose Avenue, Monrovia
Nina Curone, 613 Ranchito Road, Monrovia
Mary Duong, Clergy & Laity United for Economic Justice
Donald Lewis, 543 Bradbury Road

**PUBLIC COMMENT
(ONLINE):**

In Opposition:

Rosemary Gavidia, Monrovia
David Pilcher, 1034 Wildrose Avenue, Monrovia

**COMMENTS RECEIVED
BY EMAIL IN NOV/DEC:**

In Opposition:

Karen Jain, Monrovia
Serena Burnett, 44 Woodlyn Lane, Bradbury
Theresa Edinger, 44 Woodlyn Lane, Bradbury
Anne Absey, 44 Woodlyn Lane, Bradbury
Nancy McGrain, 302 Bradbury Road, Bradbury
Gabrielle Klein-Meja, Monrovia
Rev. Mary Duong, Associate Pastor of First Baptist Church of Maywood
Andree Matton, Monrovia
Emily Heebner & Eric Young, 415 N. Primrose Ave, Monrovia
Nina Curone, 613 Ranchito Road, Monrovia
Emma Humphrey, Monrovia
Dale Baum, Monrovia
Linda Gill, Monrovia
Dylan Feik, Monrovia City Manager
Rosemary Gavidia, Monrovia
Meredith Jung, 506 Bradbury Road, Monrovia
Holly Coates, Monrovia
Dale Baum, Monrovia
Sandi Thomas, Monrovia
K. Vance, Duarte
Tom Traeger, 1013 Orange Avenue, Monrovia
Liz McLaughlin, Monrovia
Erin Robinson, Monrovia
Tyke Zorbas, Monrovia
Rev. Janna Louie, Monrovia
Judith Selby, 1442 Lemon Avenue, Bradbury

PUBLIC COMMENT CLOSED:

Mayor Pro-Tem Barakat closed the discussion to public comment.

DISCUSSION:

City Engineer Gilbertson stated for clarification that there are 48 trees on the entire hillside, 11 of those trees were identified for removal. No portion of the project is located in the City of Monrovia.

MOTION TO APPROVE COSTS, PLANS, CONTRACT SPECIFICATIONS AND ENVIRONMENTAL DOCUMENTS FOR THE BRADBURY ROAD WIDENING PROJECT:

The staff report and all oral and written comments were made of the public record. Councilmember Hale made a motion to approve the Costs, Plans, Contract Specifications and Environmental Documents for the Bradbury Road Widening Project, give the property owner of 302 Bradbury Road the additional items she requested, as listed in the staff report, and instructed the City Engineer to get alternative bids for the retaining wall. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Lathrop, Mayor Pro-Tem Barakat, Councilmembers Hale, Lewis and Bruny

NOES: None

ABSENT: None

Motion passed 5:0

MATTERS FROM THE CITY MANAGER:

City Manager Kearney inquired if the City Council would still like to discuss the Lemon Trail Project at the January meeting. The answer was yes.

City Manager Kearney asked the City Council to submit agenda items for the breakfast meeting with Supervisor Kathryn Barger on January 25, 2023. Mayor Pro-Tem Barakat stated that he would like to discuss the Annexation of the portion of the road in front of the Manor (retirement community).

MATTERS FROM THE CITY ATTORNEY:

City Attorney Reisman reported that in the matter of "1527 Royal Oaks Drive North" Staff received the death certificates for Robert and Ruth Penney from the LA County Registrar Recorder. Staff also received a letter from James Penney, Trustee for The Penney Family Trust, questioning the City's authority to pursue code enforcement on the property.

MATTERS FROM THE CITY COUNCIL:

MAYOR LATHROP:

Nothing to report

COUNCILMEMBER BARAKAT:

Nothing to report

COUNCILMEMBER HALE:

Nothing to report

COUNCILMEMBER LEWIS:

Nothing to report

COUNCILMEMBER BRUNY:

Nothing to report

ITEMS FOR FUTURE AGENDAS:

Discussion of Lemon Avenue Trail Plans

CLOSED SESSION

RECESS TO CLOSED SESSION:

The City Council adjourned to a Closed Session to discuss:

A. Public Employee Performance Evaluation

Government Code Section 54957(b)(4)

Title: City Engineering

REPORT FROM CLOSED SESSION:

City Attorney Reisman reported that the City Council met in Closed Session for a Public Employee Performance Evaluation. No formal votes were taken.

ADJOURNMENT:

At 8:40 pm Mayor Pro-Tem Barakat adjourned the meeting to a regular meeting to be held on Tuesday, January 17, 2023 at 7:00 pm.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: CLAUDIA SALDANA, CITY CLERK
SUBJECT: BRADBURY ROAD WIDENING PROJECT
DATE: 12/13/22
CC: CITY MANAGER, CITY ATTORNEY

ATTACHED ARE COMMENTS RECEIVED FROM BRADBURY AND MONROVIA RESIDENTS REGARDING THE BRADBURY ROAD WIDENING PROJECT.

Claudia Saldana

From: riverandcanyon@aol.com
Sent: Sunday, December 11, 2022 7:52 PM
To: CityHall
Subject: Wildrose/Bradbury tree removal

I am writing to strongly object to the proposal to clear-cut the old-growth trees canopy along this road. What we have here is a classic Big Development (\$\$) vs Environmental destruction conundrum. Which side are you on? Which \$ide will you choose. Please preserve these beautiful trees for we , your neighbors, for your own citizens, for future generations, and for wildlife...especially birds..who have no voice. Keep Bradbury beautiful, keep Bradbury wild. Your decision will be your legacy.

Thank you.

K. Vance- your Fish Canyon, Duarte neighbor (please forward to Bradbury mayor and councilpersons, thank you.)

Claudia Saldana

From: Tom Traeger <tetraeger@yahoo.com>
Sent: Sunday, December 11, 2022 8:07 PM
To: CityHall
Cc: Daphne Traeger
Subject: Road Widening Project on Bradbury Rd.

Hello,

I am a Monrovia resident and I live in the Bradoaks area near Bradbury Rd. and the entrance to Bradbury Estates. Please let the City Council know that I am urging them to issue a NO vote on Tuesday night regarding the proposed road widening project on Bradbury Rd. where it meets the Bradbury Estates and Wild Rose Ave. At least 48 trees, many of the them protected oaks, will be cut down for the road widening. Traffic in our residential neighborhood will increase. The scenic nature of our area will be compromised. This project may lower my property value. Everything about this project is wrong. Thank you for your consideration.

Tom Traeger
1013 Orange Ave.
Monrovia, CA 91016
Phone: 818-926-0874

Sent from my iPhone

Claudia Saldana

From: drosecat <drosecat@aol.com>
Sent: Monday, December 12, 2022 12:13 PM
To: CityHall
Subject: Trees

Just saw a post regarding the removal of these beautiful trees at Wildrose-Bradbury. That would be terrible!!!! One of the reasons I moved to this area was because there are so many beautiful oaks and the city has such charming character. Once you begin doing things like this you take that away. Please don't do this. I walk in this area daily it is so beautiful.

Liz McLaughlin

Sent from my Verizon, Samsung Galaxy smartphone

Kevin Kearney

From: Erin Robinson <erin.rf.robinson@gmail.com>
Sent: Tuesday, December 13, 2022 3:49 AM
To: Kevin Kearney
Cc: dfeik@ci.monrovia.ca.us; beckyshevin@gmail.com; lspicer@ci.monrovia.ca.us; gcrudgington@ci.monrovia.ca.us; tkelly@ci.monrovia.ca.us; sjimenez@ci.monrovia.ca.us; Info@growmonrovia.org
Subject: Bradbury Road Widening Project

Dear Mr. Kearney:

I am a lifelong local resident and current homeowner in the City of Monrovia. I am writing to voice my concern over the proposed removal of 46 trees as part of the Bradbury Road Widening Project. Our community's native oak trees are priceless. They serve such vital functions as providing shade and oxygen for our neighborhoods, calming noise and traffic, providing habitat for wildlife, and sequestering atmospheric carbon. All of these functions make our cities healthier and more livable.

Per the Project's Native Tree Survey and Arborist Report, 22 of the trees proposed for removal are Prominent Trees in good or fair health. 25 trees require mitigation for removal. The proposed mitigations of 1:1 replacement with 15-gallon trees are woefully inadequate considering the immediate global climate crisis. Our native oaks are not fast-growing trees. It may take many decades for a 15-gallon Coast Live Oak to grow to maturity to functionally replace a large existing tree. Whether a young oak can survive the ongoing desertification of our region is another question. As annual average temperatures rise and drought becomes the new norm in Southern California, how many of these replacement oaks will survive to maturity? With the recent unprecedented losses of so many of our native oaks to wildfire, every remaining tree is now more important than it has ever been.

I urge the City of Bradbury as the lead agency on this project to require the developer to prioritize the preservation of mature oaks in all phases of both this project and the associated mansion development project, including site planning, grading, and construction, in keeping with the City's professed intent to preserve and protect its trees as an important natural resource. The City of Bradbury should work with the City of Monrovia to fully assess whether it is necessary to utilize this entrance to the Bradbury Estates, or if an alternative can be found that would negate the necessity of widening Bradbury Road and removing these trees. The Project's Arborist Report discusses the difficulty of maintaining these trees through grading, with reference to the significant slope on-site and the potential dangers of root compaction and soil disturbance, so it is likely not feasible to save these trees if the project proceeds as proposed. In that event, a 5-13 ft retaining wall may not be the right choice for this

neighborhood. A stepped wall that can be landscaped in tiers could potentially help mitigate the loss of these trees aesthetically as well as reduce the glare, heat, and noise likely to result from the construction of a single, large wall.

However, any trees that can be saved should be saved, and the loss of trees that cannot be saved should be mitigated in a manner that more accurately reflects the value these trees represent to the community. If these oaks must be removed, they should be replaced at a higher ratio with larger box trees as appropriate and in accordance with the minimum recommended mitigations proposed by the Arborist Report, which recommends replacement at a minimum ratio of 2:1. Additionally, I would like to see the concurrent planting of additional fast-growing trees for each mature oak to be removed, in order to more rapidly replace some of the lost canopy on a temporary basis until the replacement oaks grow to maturity. This could help to mitigate some of the climate impacts of removing so many large mature trees.

The City of Bradbury should not approve a Mitigated Negative Declaration that does not even attempt to meet the minimum mitigations proposed by the consulting arborist; this seems to show a lack of good faith in preparation of the MND. It does seem like a point that could be challenged by parties seeking a full EIR. I believe a better approach would be to sit down with interested stakeholders in both Bradbury and Monrovia to see what solutions might be agreed upon.

I hope the City of Bradbury recognizes the importance of all protected native oak trees to the community and moves to act in the best interest of those who will be most impacted by the proposed projects. Thank you for your consideration.

Regards,

Erin Robinson

Monrovia Resident and Homeowner

Kevin Kearney

From: Claudia Saldana
Sent: Tuesday, December 13, 2022 10:04 AM
To: Kevin Kearney
Subject: FW: Very sad, do we really need 14 more mansions in Bradbury?

From: Tyke Zorbas <tykezorbas@gmail.com>
Sent: Monday, December 12, 2022 8:14 PM
To: CityHall <CityHall@cityofbradbury.org>
Subject: Very sad, do we really need 14 more mansions in Bradbury?

Widening the road, commercial vehicles disrupt the peace and quiet.
Three Hundred mature trees removed, shade gone, clean air reduced.

Monrovia had a big area in the foothills years ago that developers wanted to build many homes on this big beautiful forest area. Monrovia drafted a bill was passed, taxes were added to property taxes and the land was saved.

Now hundreds of people hike in this beautiful area that was paid for by its residents and now owned by monrovia.

Beautiful shaded area that provides a watershed, clean fresh air and is enjoyed by many people. Not wealthy people that want a mansion.

Hundreds of people were afraid to say anything but contributed their ideas hoping that the city of bradbury would wake up and do what's right.

Signed concerned residents

Kevin Kearney

From: Janna Louie <janna.louie@gmail.com>
Sent: Tuesday, December 13, 2022 2:25 PM
To: CityHall; Bruce Lathrop; Kevin Kearney; Rick Barakat; Dick Hale; Monte Lewis; Elizabeth Bruny
Cc: dfeik@ci.monrovia.ca.us; beckyshevin@gmail.com; lspicer@ci.monrovia.ca.us; gcrudginton@ci.monrovia.ca.us; tkelly@ci.monrovia.ca.us; sjimenez@ci.monrovia.ca.us; Info@growmonrovia.org
Subject: Bradbury Road Widening Project

Dear Bradbury City Council and Monrovia City Council,

I am writing to you to ask you to revoke the Bradbury Road Widening Project at your city council meeting tonight. I am a resident of Monrovia and a local clergy with parishioners in Bradbury. Climate change is threatening the wellbeing of our future generations. My faith tradition shapes my value to care for all of creation and to consider the good of our society. Removing 48 trees that contribute to clean air and green space for our people and environment will have lasting impact on the next generations.

Please join our world in saving the planet and protecting our natural ecosystem by revoking this road widening project. Our children and elders are in need of safe places to exercise, play, and relax. I run on the path a few times each week and am grateful for the community and people I see regularly on that path. Our community is better for this area and this needed green space. The Bradbury Road Widening Project will abolish these historic gifts from past generations. Additionally, the project will increase carbon emissions and traffic in the midst of a local community. Our ecosystem will be further destroyed through this project.

I urge the City Council and City Manager to consider future generations and the gifts of former generations to protect these trees and stop this project. Please contact me with any additional questions.

Thank you for your consideration. I look forward to hearing from you.

Sincerely,
Rev. Janna Louie
91016

Claudia Saldana

From: Judith Selby <jrselby619@gmail.com>
Sent: Tuesday, December 13, 2022 4:19 PM
To: CityHall
Subject: Road Widening Issue on Council Agenda Tonight

I am writing to **oppose** the Bradbury/Monrovia Road Widening Project on the Bradbury City Council agenda tonight. Please add my name to those in opposition. In this day and age, with climate change and global warming, we cannot afford to cut down 43 mature trees, let alone destroy nesting grounds and habitat for our wildlife. You cannot replace the role these trees play in our environment, and it's definitely not worth trading them for a wider road and more concrete.

Additionally, the additional heavy truck traffic and potential future construction in the forest north of Bradbury city limits is outrageous. Bradbury's motto -- Preserving Rural Tranquility -- will become a mockery. This little piece of rural tranquility will be gone forever.

I urge you to vote no on this project.

Sincerely,
Judith Selby
1442 Lemon Avenue
Bradbury, CA 91008

626-359-6666

Claudia Saldana

From: Edward Belden <ebelden@gmail.com>
Sent: Tuesday, December 13, 2022 6:42 PM
To: Claudia Saldana; CityHall
Subject: Comments on City Council Item 2 Bradbury Road Widening Project
Attachments: Bradbury Road Widening Project.pdf

Hello,

Please find comments regarding the proposed Bradbury Road Widening Project to be heard at City Council this evening.

Thanks, Edward Belden
Concerned Resident of Monrovia

Bradbury Road Widening Project Comments, Issues, and Concerns submitted to the City of Bradbury for the City Council Meeting on December 13, 2022.

Introduction

This project has very few benefits if any and yet causes huge impacts to the community at a substantial monetary cost. In fact the Project's MND does not even provide a rationale as to why this project is being undertaken. This project in its current form is exactly the type of project that CEQA was designed to tell people it should not proceed. That is of course if a proper Environmental Analysis was completed which would require an Environmental Impact Report. For the reasons provided below the current MND is insufficient and does not clearly address all impacts, does not reduce impacts below the level of significance to the environment, the community, and the natural resources as prescribed by CEQA.

Comments, Concerns and Issues with the Bradbury Road Widening Project Mitigated Negative Declaration dated November 2022.

Section 2.

2.1 Project Location

The project location map, Figure 1, indicates that a significant part of this project is actually in Monrovia and not in Bradbury, if we don't have a good understanding of where this project is we should not be undertaking it and can we trust the rest of the MND to be sufficient if the maps are not consistent? If this project is within Monrovia, they should have provided formal comments on this MND, there is no letter from the City of Monrovia in this package. In addition, the Project and description on detail of the Encroachment Permits required by the City of Monrovia.

Section 4.3

1. Aesthetics

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

This section states "Additionally, the Project would not be capacity increasing and would not result in additional traffic or subsequent light from headlights." If this is the case why is the project needed at all if no additional traffic will be using the roadway. The existing roadway should be sufficient.

This section fails to address the new lighting that will be used along the new retaining wall and entrance to Bradbury estates once it is complete and the impacts it will have on the neighbors in Monrovia from additional light and glare? Additional analysis is required and mitigation measures would be required to limit lighting impacts to the residential neighborhood. The current MND is insufficient.

4. Biological Resources:

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

The MND does not mitigate Impacts to Coast Live Oak Woodlands. The MND clearly states the project will have an impact to 0.18 acres of Oak Woodlands (The Biological Report states 0.29 acres of Oak Woodlands) that are listed as a Sensitive Natural Community by the California Department of Fish and Wildlife and also listed to be protected by the City of Bradbury General Plan.

The California Oak Woodlands provide habitat for more than 300 species of wildlife, moderate temperature extremes, reduce soil erosion and sustain water quality. This is not addressed in the MND at all and the proposed mitigation would not replace oak woodlands as a habitat type. The current mitigation will only replace single oak trees in various undescribed locations that will not mitigate the loss of Oak Woodland Habitat.

Therefore, this project is inconsistent with Bradbury General Plan, which is not addressed, and it is also inconsistent with state law regarding protecting CDFW Sensitive Habitats. Additional analysis and mitigation is needed to reduce impacts below the level of impact. This MND is insufficient.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The project does not have enough information to determine the impacts to migratory birds due to the one day survey that was completed at the site. The current proposed mitigation measure calls for only one survey prior to construction which will not mitigate disruptions to birds that travel to the site to nest while construction is on-going. Therefore the current MND is insufficient and does not mitigate impacts to migratory

birds and needs to be reassessed.

Section 11. Land Use and Planning

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed project will conflict with the Bradbury General Plan regarding preserving Oak Woodlands. This is not discussed in this section and it not mitigated in this section or any other section. Only single trees are being proposed as mitigation, no oak woodlands have been proposed to mitigate for the loss.

Section 21. Mandatory Findings of Significance

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

This section is currently written wrong as the project will have an impact on a listed California Department of Fish and Wildlife sensitive habitat, Oak Woodlands, therefore this MND is deficient and additional analysis is required.

Lack of Coordination:

There is no letter from the California Department of Fish and Wildlife regarding the impacts to the Oak Woodlands from this project. Have they been notified and consulted regarding the impacts of this project? If not, the MND is deficient and needs to be reevaluated.

RESOLUTION NO. 23-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING
DEMANDS AND WARRANTS NO. 17245 THROUGH NO. 17263 (PRE-RELEASED CHECKS) AND
DEMANDS AND WARRANTS NO. 17264 THROUGH NO. 17287 (REGULAR CHECKS)**

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

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$5,736.88 (pre-released Checks) and \$112,112.05 at January 17, 2022 from the General Checking Account

PRE-RELEASED CHECKS (due before City Council Meeting):

| <u>Check</u> | <u>Name & Invoice Due Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|---|--|---|
| 17245 | LA County Registrar- Recorder/County Clerk 12.13.2022 | Filing Fee (Notice of Determination) For Bradbury Road Widening Project <i>Acct. 201-48-7740</i> | \$2,623.00 |
| 17246 | US Bank 11.30.2022 | Custody Charges for Nov 2022 Safekeeping Fees <i>Acct. 101-14-7010</i> | \$33.00 |
| 17247 | California American Water 12.30.2022 | Service Address: Acct. 600 Winston Ave (City Hall) <i>Acct. 101-16-6400</i> | \$452.25 |
| 17248 | California American Water 12.30.2022 | Service Address: 1775 Woodlyn (Royal Oaks Trail) <i>Acct. 200-48-6400</i> | \$642.30 |
| 17249 | California American Water 01.03.2023 | <u>Service Address:</u> 301 Mt Olive Drive Irrigation 2410 Mt Olive Lane Irrigation <i>Acct. 200-48-6400</i> | \$256.17 <u>\$54.34</u> \$310.51 |
| 17250 | SGVCMA 01.18.2023 | San Gabriel Valley City Managers' Association January 18, 2023 Lunch Meeting <i>Acct. 101-12-6020</i> | \$35.00 |
| 17251 | Data Ticket 01.14.2023 | Daily Notices & Out of State Collections <i>Acct. 101-23-6210</i> | \$15.01 |
| 17252 | Molly Maid 12.28.2022 | Cleaning Service 01-Dec-2022 Cleaning 07-Dec-2022 Cleaning 14-Dec-2022 Cleaning 21-Dec-2022 Cleaning <i>Acct. 101-16-6260</i> | \$105.00 \$105.00 \$105.00 <u>\$105.00</u> \$420.00 |

| <u>Check</u> | <u>Name & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|---|---|--|
| 17253 | Delta Dental 01.01.2023 | <u>Dental Insurance:</u> City Manager (family) <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-16-5100</i> | \$131.43 \$42.88 \$42.88 \$217.19 |
| 17254 | Vision Service Plan 01.01.2023 | <u>Vision Insurance:</u> City Manager (family) <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-13-5100</i> | \$61.07 \$23.66 \$23.66 \$108.39 |
| 17255 | The Standard 01.01.2923 | <u>Basic Life and AD&D:</u> City Manager <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-13-5100</i> | \$9.25 \$9.25 \$9.25 \$27.75 |
| 17256 | Charter Communications 01.09.2023 | Spectrum Enterprise Internet <i>Acct. 101-16-6230</i> | \$169.98 |
| 17257 | Southern Calif. Edison 01.11.2023 | Service Address: 2298 Gardi Street <i>Acct. 200-48.6400</i> | \$25.19 |
| 17258 | Southern Calif. Edison 01.11.2023 | Service Address: 600 Winston (City Hall) <i>Acct. 101-16-6400</i> | \$256.10 |
| 17259 | The Gas Company 01.18.2023 | City Hall Utilities <i>Acct. 101-16-6400</i> | \$71.56 |
| 17260 | Staples 01.15.2023 | Office Supplies <i>Acct. 101-16-6200</i> | \$156.93 |
| 17261 | Frontier 01.17.2023 | Fire Alarm Line <i>Acct. 101-23-7420</i> | \$111.28 |
| 17262 | T-Mobile 01.18.2023 | Mobile Business Internet (Hot Spot) <i>Acct. 113-20-8120</i> | \$32.00 |
| 17263 | California American Water 01.18.2023 | Service Address: 2256 Gardi Street <i>Acct. 200-48-6400</i> | \$29.44 |

Total Pre-Released Checks **\$5,736.88**

REGULAR CHECKS:

| <u>Check</u> | <u>Name & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--|--|---------------|
| 17264 | Civic Plus 12.22.2022 | Municode Electronic Page Updates <i>Acct. 101-13-6225</i> | \$190.00 |
| 17265 | Consensus Cloud Solutions 01.12.2023 | Monthly eFax Bill for Jan 2023 <i>Acct. 101-16-6230</i> | \$30.00 |
| 17266 | Jones & Mayer 12.31.2022 | <u>City Attorney:</u> December Retainer \$2,900.00 <i>Acct. 101-15-7020</i> CA for Home Ownership \$192.50 <i>Acct. 101-15-7070</i> Penney Receivership \$4,508.50 <i>Acct. 101-15-7070</i> Zoning/General Plan <u>\$137.50</u> <i>Acct. 101-15-7075</i> | \$7,738.50 |
| 17267 | Kevin Kearney Jan 2023 | Monthly Cell Phone Allowance <i>Acct. 101-12-6440</i> | \$75.00 |
| 17268 | Molly Maids 01.11.2023 | Cleaning Service 04-Jan-2023 Cleaning \$150.00 11-Jan-2023 Cleaning <u>\$105.00</u> <i>Acct. 101-16-6460</i> | \$255.00 |
| 17269 | City of Monrovia 12.09.2023 | Bradbury Transportation Services For December 2022 <i>Acct. 204-40-7325 (Prop C)</i> | \$704.07 |
| 17270 | Pasadena Humane Society 12.31.2022 | Animal Control Services <i>Acct. 101-25-7000</i> | \$982.80 |
| 17271 | Post Alarm Services 01.04.2023 | <u>City Hall Fire & Radio/Cell Backup</u> Fire Monitoring \$53.15 Monitoring \$16.56 Radio/Cell Backup \$15.75 Total Connect Intrusion System \$14.98 Monitoring Intrusion System <u>\$32.48</u> <i>Acct. 101-23-7420</i> | \$132.92 |

| <u>Check</u> | <u>Name & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|---|--|--|
| 17272 | Priority Landscape Services 01.01.2023 | <u>Jan 2023 Landscape Services:</u> Bradbury Civic Center <i>Acct. t 101-21-7020</i> Royal Oaks Drive North <i>Acct. 101-21-7015</i> Mount Olive Drive <i>Acct. t 101-21-7035</i> Lemon Trail <i>Acct. 101-21-7045</i> | \$232.01 \$446.16 \$597.33 <u>\$156.32</u> \$1,431.82 |
| 17273 | Priority Landscape Services 12.14.2022 | Repaired Mainline 1533 Royal Oak Dr <i>Acct. 101-21-7025</i> | \$425.00 |
| 17274 | Priority Landscape Services 12.01.2022 | <u>Irrigation & Various Plants</u> 120 Red Lantana 28 Rock Roses 23 Day Lillies 20 Mexican Sage 10 Jerusalem Sage 12 Morrea 6 Statice Installed Drip Line Planter <i>Acct. t 101-21-7025</i> | \$1,680.00 \$392.00 \$322.00 \$280.00 \$140.00 \$168.00 \$84.00 <u>\$220.00</u> \$3,286.00 |
| 17275 | LA County Public Works 01.09.2023 | Catch Basin Cleanout FY 21-22 <i>Acct. 102-42-7630</i> | \$564.80 |
| 17276 | RKA Consulting 11.29.2022 | <u>City Engineer:</u> Bradbury/Wildrose Street Widening <i>Acct. 201-48-7750</i> City Engineering Services (Oct) <i>Acct. 101-19-7230</i> Development Projects (Oct) <i>Acct. t 101-19-7230</i> NPDES Coordination (Oct) <i>Acct. 102-42-7630</i> City Engineering Services (Nov) <i>Acct. t 101-19-7230</i> Development Projects (Nov) <i>Acct. 101-19-7230</i> NPDES Coordination (Nov) <i>Acct. 102-42-7630</i> | \$5,497.75 \$661.50 \$5,260.50 \$488.75 \$220.50 \$4,126.50 <u>\$887.50</u> \$17,143.00 |
| 17277 | Robert Half 12.20.2022 | <u>Diane Jensen (Temp)</u> Week ended 12.16.2022 39.00 hrs. Reg 2.75 hours OT <i>Acct 101-16-5010</i> | \$2,028.00 <u>\$214.00</u> \$2,242.50 |

| <u>Check</u> | <u>Name & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--|--|---------------|
| 17278 | Southern Calif. Edison 01.03.2023 | SCE Street Lights <i>Acct. 200-48-6410</i> | \$988.92 |
| 17279 | LA County Sheriff Dept. 12.19.2022 | Law Enforcement Services for Nov 2022 <i>Acc.t 101-23-7410</i> | \$10,729.52 |
| 17280 | Division of State Architect 12.31.2022 | Disability Access & Education Fee Quarterly Report (Sep-Dec 2022) <i>Acct. 101-00-4350</i> | \$9.60 |
| 17281 | Suresh Malkani Dec 2022 | Finance Director Services 18 hours @ \$86.80/hour <i>Acct. 101-14-5010</i> | \$1,551.60 |
| 17282 | SWRCB 12.08.2022 | State Water Resources Control Board Annual Permit Fee Facility ID: 4SSO10371 <i>Acct. 102-42-7630 (UUT)</i> | \$3,453.00 |
| 17283 | TeamLogic IT 01.01.2023 | Computer Services <i>Acct 101-16-6230</i> | \$690.00 |
| 17284 | TeamLogic IT 12.22.2022 | Laptop Purchase <i>Acct 113-20-8120</i> | \$2,020.28 |
| 17285 | U.S. Bank Corporate Payment Systems 11.22.2022 | <u>Kevin Kearney Visa Card:</u> ZOOM (tech funds) \$49.00 <i>Acct 113-20-8120</i> SCPMA HR annual membership \$50.00 <i>Acct 101-30-6030</i> Amazon Power strips \$46.72 <i>Acct 113-20-8120</i> CCMF Annual Dinner \$75.00 <i>Acct 101-12-6020</i> Home Depot <u>\$51.07</u> <i>Acct 101-16-6470</i> <u>\$271.79</u> | |
| 17285 | U.S. Bank Corporate Payment Systems 11.22.2022 | <u>Sophia Musa Visa Card:</u> Drop Box Plus (passwords/storage) 119.88 <i>Acct 113-20-8120</i> Broadvoice (City Hall phone) 176.05 <i>Acct 101-16.6440</i> Drop Box Professional <u>76.73</u> <i>Acct 113-20-8120</i> <u>\$372.66</u> | |

| | | | | |
|-----------------------------|--|--|---|---|
| 17285 | U.S. Bank Corporate Payment Systems 11.22.2022 | <u>Claudia Saldana Visa Card:</u> Talbot Electric (fix outlets) <i>Acct 101-16-6470</i> Dollar Tree (gloves, Christmas décor) <i>Acct 101-16-6120</i> Smart and Final (paper towels) <i>Acct 101-20-6120</i> Talbot Electric (fix outlets) <i>Acct 101-16-6470</i> | 130.00 6.89 33.05 <u>\$220.00</u> <u>\$389.94</u> | \$1,034.39 |
| 17286 | VCA Code Group 12.13.2022 | <u>Professional Services</u> <u>06.01.2022 – 11.26.2022</u> <u>Building & Safety</u> June July August September October November <i>Acct 101-20-7220</i> | \$1,353.56 \$1,536.18 \$807.87 \$29,066.76 \$432.47 <u>\$25,171.49</u> | \$58,368.33 <u>(6,000.00)</u> \$52,368.33 |
| 17287 | VCA Code Group 12.09.2022 | <u>Professional Services</u> <u>10.30.2022 – 11.26.2022</u> <u>City Planner</u> Retainer – Jim Kasama <i>Acct 101-20-7210</i> Hourly 1x\$165 <i>Acct 101-20-7240</i> | \$3,900.00 <u>\$165.00</u> | \$4,065.00 |
| Total Regular Checks | | | | <u>\$112,112.05</u> |

JANUARY 2023 PAYROLL:

| | | | | |
|-----|-----------------------------|--|-------------------------------------|--------------------|
| ACH | Kevin Kearney Jan 2023 | Salary: City Manager <i>Acct. 101-12-5010</i> Withholdings <i>Acct. 101-00-2011</i> | \$12,500.00 <u>(2966.26)</u> | \$9,533.74 |
| ACH | Claudia Saldana Jan 2023 | Salary: City Clerk <i>Acct. 101-13-5010</i> Withholdings <i>Acct. 101-00-2011</i> | \$6,057.92 <u>(1,556.16)</u> | \$4,501.76 |
| ACH | Diane Jensen Jan 2023 | Salary: Asst. City Clerk <i>Acct. 101-13-5010</i> Withholdings <i>Acct. 101-00-2011</i> | \$5,833.33 <u>(1,446.72)</u> | \$4,386.61 |

| | | | | |
|-----|--------------------------------|--|------------|------------|
| ACH | Sophia Musa Jan 10-31, 2023 | Salary: Management Analyst 128 hrs @ \$34.95 Acct. 101-16-5010 | \$4,473.60 | |
| | | Withholdings Acct. 101-00-2011 | (718.23) | |
| | | PERS Employee Share Acct. 101-16-5100 | (301.97) | \$3,453.40 |

| | |
|----------------------|--------------------|
| Total Payroll | \$21,875.51 |
|----------------------|--------------------|

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS FOR JANUARY 2023:

| | | | | |
|-----|---|--|---|------------|
| EFT | Aetna Jan 2023 | <u>Health Insurance for Jan 2023:</u> City Manager Acct. 101-12-5100 | \$1,784.23 | |
| | | City Clerk Acct. 101-13-5100 | \$975.10 | |
| | | Management Analyst Acct. 101-16-5100 | <u>\$1,071.75</u> | \$3,831.08 |
| EFT | EDD Jan 2023 | State Tax Withholdings SDI Acct. 101-00-2011 | \$1,206.67 <u>\$259.78</u> | \$1,466.45 |
| EFT | EDD Jan 2023 | Unemployment Insurance (UI) and Employment Training Tax (ETT) City Manager Acct. 101-12-5100 | | \$112.00 |
| EFT | Dept. of Treasury Internal Revenue Service Jan 2023 | Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. 101-00-2011 | \$3,012.76 \$3,579.24 <u>\$837.08</u> | \$7,429.08 |
| EFT | California PERS Jan 2023 | City Manager Acct. 101-12-5100 | \$1,944.42 | |
| | | City Clerk Acct. 101-13-5100 | \$937.52 | |
| | | Management Analyst Acct. 101-16-5100 | <u>\$636.15</u> | \$3,518.09 |
| EFT | California PERS Jan 19, 2023 | Replacement Benefit Contribution Acct. 101-16-6241 | | \$2,637.72 |

MAYOR – CITY OF BRADBURY

ATTEST:

ASSISTANT CITY CLERK – CITY OF BRADBURY

"I, Diane Jensen, Assistant City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 23-01, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 17th day of January, 2023 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY



Remit payment and make checks payable to:
STAPLES CREDIT PLAN
DEPT. 11 - 0005937241
PO BOX 9001036
LOUISVILLE, KY 40290-1036

INVOICE DETAIL

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$36.12 | 11/30/22 | 01/15/23 | 3182944991 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|---------|-----------|------------|-------------|
| STAPLES MULTIUSE COPY PAP | 1149611 | 1.0000 EA | \$65.79 | \$65.79 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$5.00 | -\$5.00 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$27.80 | -\$27.80 |

Purchased by: CLAUDIA SALDANA
Order #: 9910088987

| | |
|----------|---------|
| SUBTOTAL | \$32.99 |
| TAX | \$3.13 |
| TOTAL | \$36.12 |

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$75.62 | 12/06/22 | 01/15/23 | 3186915311 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|----------|-----------|------------|-------------|
| ADAMS 2022 W2 TAX FORM WH | 24530915 | 1.0000 EA | \$28.49 | \$28.49 |
| OFFISTAMP STANDARD 1 DATE | 920357 | 1.0000 EA | \$3.49 | \$3.49 |
| STAPLES INVISIBLE TAPE 34 | 483535 | 1.0000 EA | \$13.59 | \$13.59 |
| ADAMS 2022 1099MISC TAX F | 24530909 | 1.0000 EA | \$28.49 | \$28.49 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$1.92 | -\$1.92 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$0.24 | -\$0.24 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$0.92 | -\$0.92 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$1.92 | -\$1.92 |

Purchased by: CLAUDIA SALDANA
Order #: 9845396905

| | |
|----------|---------|
| SUBTOTAL | \$69.06 |
| TAX | \$6.56 |
| TOTAL | \$75.62 |

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$45.19 | 12/13/22 | 01/15/23 | 3191399791 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|----------|-----------|------------|-------------|
| STAPLES EASYCLOSE 10 BUSI | 381912 | 1.0000 EA | \$33.29 | \$33.29 |
| 2023 STAPLES 22 X 17 DESK | 24511531 | 1.0000 EA | \$7.69 | \$7.69 |
| 2023 ATAGLANCE 6 X 35 DAI | 24514533 | 1.0000 EA | \$7.99 | \$7.99 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$3.60 | -\$3.60 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$0.54 | -\$0.54 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$2.70 | -\$2.70 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$0.86 | -\$0.86 |

Purchased by: CLAUDIA SALDANA
Order #: 9845637526

| | |
|----------|---------|
| SUBTOTAL | \$41.27 |
| TAX | \$3.92 |
| TOTAL | \$45.19 |

see CR# 17260





P.O. BOX 6343
FARGO ND 58125-6343



000000407 01 SP 0.570 106481627177383 P

CITY OF BRADBURY
ATTN CLAUDIA SALDANA
600 WINSTON AVE.
BRADBURY CA 91008-1123

ACCOUNT NUMBER 4246 0445 5575 6224
STATEMENT DATE 12-22-2022
AMOUNT DUE \$1,018.01
NEW BALANCE \$1,018.01

PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$ 1,034.39

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

see Ch# 17285

4246044555756224 000101801 000101801

Please tear payment coupon at perforation.

| CORPORATE ACCOUNT SUMMARY | | | | | | | | | |
|---|---------------------|-------------------------------------|----------------------|---------------------------|----------------------------|-----------|------------|------------------|--|
| CITY OF BRADBURY 4246 0445 5575 6224 | Previous Balance | Purchases And Other + Charges | + Cash Advances + | Cash Advance Fees + | Late Payment Charges | - Credits | - Payments | = New Balance | |
| Company Total | \$462.98 | \$1,034.39 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$479.36 | \$1,018.01 | |

| CORPORATE ACCOUNT ACTIVITY | | | | |
|---|--------------|-------------------------|---|-----------|
| CITY OF BRADBURY 4246-0445-5575-6224 | | | TOTAL CORPORATE ACTIVITY \$479.36 CR | |
| Post Date | Tran Date | Reference Number | Transaction Description | Amount |
| 12-22 | 12-20 | 74798262356000000000353 | PAYMENT - THANK YOU 00000 C | 479.36 PY |

| NEW ACTIVITY | | | | |
|--------------------------------------|--------------|----------------------------|---|--------------------|
| KEVIN KEARNEY 4246-0446-0277-2711 | | CREDITS \$0.00 | PURCHASES \$271.79 | CASH ADV \$0.00 |
| | | TOTAL ACTIVITY \$271.79 | | |
| Post Date | Tran Date | Reference Number | Transaction Description | Amount |
| 11-30 | 11-29 | 24011342333000053560802 | ZOOM.US 888-799-9666 WWW.ZOOM.US CA | 49.00 |
| 12-06 | 12-05 | 24559302339900012402853 | SCPMA-HR 323-6107166 CA | 50.00 |
| 12-08 | 12-07 | 24692162341103024115777 | AMZN MKTP US*9H4EP5733 AMZN.COM/BILL WA | 46.72 |
| 12-13 | 12-12 | 24692162346107509260185 | WPY*CALIFORNIA CITY MANAG 855-999-3729 CA | 75.00 |
| 12-15 | 12-13 | 24943012348010182502562 | THE HOME DEPOT #6629 MONROVIA CA | 51.07 |

| CUSTOMER SERVICE CALL 800-344-5696 | ACCOUNT NUMBER 4246-0445-5575-6224 | | ACCOUNT SUMMARY | |
|---|---|----------------------------|------------------------------|----------|
| | STATEMENT DATE 12/22/22 | DISPUTED AMOUNT .00 | PREVIOUS BALANCE | 462.98 |
| SEND BILLING INQUIRIES TO: U.S. Bank National Association C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335 | AMOUNT DUE 1,018.01 | | PURCHASES & OTHER CHARGES | 1,034.39 |
| | | | CASH ADVANCES | .00 |
| | | | CASH ADVANCE FEES | .00 |
| | | | LATE PAYMENT CHARGES | .00 |
| | | | CREDITS | .00 |
| | | | PAYMENTS | 479.36 |
| | | | ACCOUNT BALANCE | 1,018.01 |

JAN 02 2023



| |
|---|
| Company Name: CITY OF BRADBURY |
| Corporate Account Number: 4246 0445 5575 6224 |
| Statement Date: 12-22-2022 |

see CR # 17285

| NEW ACTIVITY | | | | | |
|---------------------|-----------|-------------------------|-------------------------------------|----------|----------------|
| SOPHIA MUSA | | CREDITS | PURCHASES | CASH ADV | TOTAL ACTIVITY |
| 4246-0446-5320-2600 | | \$0.00 | \$372.66 | \$0.00 | \$372.66 |
| Post Date | Tran Date | Reference Number | Transaction Description | | Amount |
| 12-05 | 12-03 | 24692162337102831434849 | DROPBOX*TW32S518122C DROPBOX.COM CA | | 119.88 |
| 12-15 | 12-14 | 24453512348017028610393 | BROADVOICE 888-325-5875 CA | | 176.05 |
| 12-15 | 12-15 | 24692162349109506795780 | DROPBOX*HMB86DGDY42F DROPBOX.COM CA | | 76.73 |
| | | | | | |
| CLAUDIA A SALDANA | | CREDITS | PURCHASES | CASH ADV | TOTAL ACTIVITY |
| 4246-0470-0126-4883 | | \$0.00 | \$389.94 | \$0.00 | \$389.94 |
| Post Date | Tran Date | Reference Number | Transaction Description | | Amount |
| 11-29 | 11-28 | 24247602332300645111393 | TALBOTT ELECTRIC 626-798-1105 CA | | 130.00 |
| 11-29 | 11-28 | 24445002333000852412300 | DOLLAR TREE DUARTE CA | | 6.89 |
| 12-09 | 12-07 | 24231682342837000067338 | SMART AND FINAL 746 DUARTE CA | | 33.05 |
| 12-09 | 12-08 | 24247602342300668083766 | TALBOTT ELECTRIC 626-798-1105 CA | | 220.00 |

Department: 00000 Total: \$1,034.39
Division: 00000 Total: \$1,034.39

RESOLUTION NO. 23-02**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING
DEMANDS AND WARRANTS NO. 17288 THROUGH NO. 17305 (PRE-RELEASED CHECKS) AND
DEMANDS AND WARRANTS NO. 17306 THROUGH NO. 17350 (REGULAR CHECKS)**

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

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$6,951.51 (pre-released Checks) and \$124,033.95 at February 21, 2022 from the General Checking Account

PRE-RELEASED CHECKS (due before City Council Meeting):

| <u>Check</u> | <u>Vendor & Due Date</u> | <u>Description</u> | <u>Amount</u> |
|---------------------|---|---|--|
| 17288 | California American Water 01.31.2023 | <u>Service Address:</u> Acct. 600 Winston Ave (City Hall) Acct. 101-16-6400 | \$559.26 |
| 17289 | Kevin Kearney 01.18.23 | <u>Reimbursement:</u> Annual Appreciation Events at 38 Degrees Acct. 101-11-6100 | \$2,120.11 |
| 17290 | US Bank 12.31.2022 | Custody Charges for Dec 2022 Safekeeping Fees Acct. 101-14-7010 | \$33.00 |
| 17291 | California American Water 02.01.2023 | <u>Service Address:</u> 301 Mt Olive Drive Irrigation 2410 Mt Olive Lane Irrigation 2256 Gardi Street Acct. 200-48-6400 | \$168.49 \$47.26 <u>\$57.66</u> \$273.41 |
| 17292 | Robert Half 12.14.2022 | <u>Diane Jensen (Temp)</u> Week ended 12.09.2022 39.50 HRS REG Acct. 101-16-5010 | \$2,054.00 |
| 17293 | Department of Conservation 02.31.2022 | Strong Motion Instrumentation and Seismic Hazard Mapping Fee Fee Report: Oct-Dec 2022 Acct. 101-20-7220 | \$293.59 |
| 17294 | Delta Dental 02.01.2023 | <u>Dental Insurance:</u> City Manager (family) Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Assistant City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-16-5100 | \$131.43 \$42.88 \$42.88 <u>\$42.88</u> \$260.07 |

| <u>Check</u> | <u>Vendor & Due Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--------------------------------------|---|---|
| 17295 | Vision Service Plan 02.01.2023 | <u>Vision Insurance:</u> City Manager (family) <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-13-5100</i> | \$61.07 \$23.66 <u>\$23.66</u> \$108.39 |
| 17296 | The Standard 01.01.2023 | <u>Basic Life and AD&D:</u> City Manager <i>Acct. 101-12-5100</i> City Clerk Assistant City Clerk <i>Acct. 101-13-5100</i> <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-13-5100</i> | \$9.25 \$9.25 \$9.25 <u>\$9.25</u> \$30.00 |
| 17297 | Shaffer Awards 01.23.23 | Name Plate for Diane Jensen <i>Acct. 101-16-6200</i> | \$36.33 |
| 17298 | Molly Maid 01.30.2023 | 18-Jan-2023 City Hall Cleaning <i>Acct. 101-16-6260</i> | \$105.00 |
| 17299 | Charter Communications 02.09.2023 | Spectrum Enterprise Internet <i>Acct. 101-16-6230</i> | \$169.98 |
| 17300 | Southern Calif. Edison 02.13.2023 | Service Address: 2298 Gardi Street <i>Acct. 200-48.6400</i> | \$47.79 |
| 17301 | Southern Calif. Edison 02.13.2023 | Service Address: 600 Winston (City Hall) <i>Acct. 101-16-6400</i> | \$289.59 |
| 17302 | The Gas Company 02.14.2023 | City Hall Utilities <i>Acct. 101-16-6400</i> | \$130.79 |
| 17303 | Frontier 02.15.2023 | Fire Alarm Line <i>Acct. 101-23-7420</i> | \$112.50 |
| 17304 | T-Mobile 02.18.2023 | Mobile Business Internet (Hot Spot) <i>Acct. 113-20-8120</i> | \$32.00 |
| 17305 | Staples 02.15.2023 | Office Supplies <i>Acct. 101-16-6200</i> | \$288.70 |

Total Pre-Released Checks \$6,951.51

REGULAR CHECKS

| <u>Check</u> | <u>Vendor & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--|---|---------------|
| 17306 | VOID | VOID | \$0.00 |
| 17307 | VOID | VOID | \$0.00 |
| 17308 | Burrtec 11.30.2022 | Street Sweeping for Nov 2022 <i>Acct. 101-13-6225</i> | \$338.92 |
| 17309 | Burrtec 12.31.2022 | Street Sweeping for Dec 2022 <i>Acct. 101-13-6225</i> | \$338.92 |
| 17310 | Burrtec 01.31.2022 | Street Sweeping for Jan 2023 <i>Acct. 101-13-6225</i> | \$338.92 |
| 17311 | California American Water 02.09.2023 | <u>Service Address:</u> 301 Mt Olive Drive Irrigation <i>Acct. 200-48-6400</i> | \$153.14 |
| 17312 | California American Water 02.07.2023 | <u>Service Address:</u> 1775 Woodlyn Lane (Royal Oaks Trail) <i>Acct. 200-48-6400</i> | \$181.45 |
| 17313 | California American Water 02.09.2023 | <u>Service Address:</u> 2410 Mt Olive Lane Irrigation <i>Acct. 200-48-6400</i> | \$46.12 |
| 17314 | California American Water 02.09.2023 | <u>Service Address:</u> 2256 Gardi Street <i>Acct. 200-48-6400</i> | \$19.43 |
| 17315 | California American Water 02.06.2023 | <u>Service Address:</u> 600 Winston Ave (City Hall) <i>Acct. 101-16-6400</i> | \$220.89 |
| 17316 | Consensus Cloud Solutions 01.31.2023 | Monthly eFax Bill for Feb 2023 <i>Acct. 101-16-6230</i> | \$10.00 |
| 17317 | De Novo Planning Group 11.28.22 | Bradbury Safety Element Update <i>Acct. 101-20-7245</i> | \$17,844.00 |
| 17318 | Southern Calif. Edison 02.01.2023 | SCE Street Lights <i>Acct. 200-48-6410</i> | \$1,084.95 |

| <u>Check</u> | <u>Vendor & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|---|---|--|
| 17319 | Jones & Mayer 01.31.2023 | <u>City Attorney:</u> January Retainer <i>Acct. 101-15-7020</i> 243 Barranca Road <i>Acct. 101-15-7070</i> Code Enforcement <i>Acct. 101-15-7450</i> Grow Monrovia <i>Acct. 101-15-7070</i> Penney Receivership <i>Acct. 101-15-7070</i> Zoning/General Plan <i>Acct. 101-15-7075</i> | \$2,900.00 \$1,704.00 \$247.50 \$1,265.00 \$3,443.50 <u>\$550.00</u> \$10,110.00 |
| 17320 | Kevin Kearney Feb 2023 | Monthly Cell Phone Allowance <i>Acct. 101-12-6440</i> | \$75.00 |
| 17321 | VOID | VOID | \$0.00 |
| 17322 | City of Monrovia 01.23.2023 | Bradbury Transportation Services For January 2023 <i>Acct. 204-40-7325 (Prop C)</i> | \$704.07 |
| 17323 | Post Alarm Services 02.05.2023 | <u>City Hall Alarm for March 2023</u> Fire System Radio/Cell Backup Intrusion System <i>Acct. 101-23-7420</i> | \$69.71 \$15.75 <u>\$47.46</u> \$132.92 |
| 17324 | Priority Landscape Services 02.01.2023 | <u>Feb 2023 Landscape Services:</u> Bradbury Civic Center <i>Acct. 101-21-7020</i> Royal Oaks Drive North <i>Acct. 101-21-7015</i> Mount Olive Drive <i>Acct. 101-21-7035</i> Lemon Trail <i>Acct. 101-21-7045</i> | \$232.01 \$446.16 \$597.33 <u>\$156.32</u> \$1,431.82 |
| 17325 | The Pun Group 12.31.2022 | Audit of the City of Bradbury for the year ended June 30, 2021 <i>Acct. 101-14-7020</i> | \$7,510.00 |
| 17326 | RKA Consulting 01.17.2023 | Bradbury/Wildrose Street Widening <i>Acct. 210-48-7750 (Measure R)</i> | \$7,719.50 |
| 17327 | RKA Consulting 01.24.2023 | NPDES Coordination <i>Acct. 102-42-7630</i> | \$1,261.25 |

| <u>Check</u> | <u>Vendor & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--|--|---------------|
| 17328 | RKA Consulting 11.29.2022 | Development Projects (Oct) <i>Acct. 101-19-7230</i> | \$2,520.00 |
| 17329 | Robert Half 12.29.2022 | <u>Diane Jensen (Temp)</u> Week ended 12.23.2022 23.25 HRS Reg \$1,209.00 0.25 HRS OVT <u>\$19.50</u> <i>Acct. 101-16-5010</i> | \$1,228.50 |
| 17330 | Robert Half 12.20.2022 | Conversion Fee for Diane Jensen <i>Acct. 101-16-5010</i> | \$12,812.00 |
| 17331 | LA County Sheriff Dept. 11.11.2023 | Law Enforcement Services for Dec 2022 <i>Acct. 101-23-7410</i> | \$10,729.52 |
| 17332 | Suresh Malkani Jan 2023 | Finance Director Services 18 hours @ \$86.80/hour <i>Acct. 101-14-5010</i> | \$1,551.60 |
| 17333 | TeamLogic IT 02.01.2023 | Computer Services <i>Acct. 101-16-6230</i> | \$690.00 |
| 17334 | TeamLogic IT 01.20.2023 | Laptop for Management Analyst <i>Acct. 113-20-8120</i> | \$2,704.64 |
| 17335 | TeamLogic IT 01.13.2022 | Dell Dock <i>Acct. 113-20-8120</i> | \$410.63 |
| 17336 | US Bank 01.01.2023 | Custody Charges for Jan 2023 Safekeeping Fees <i>Acct. 101-14-7010</i> | \$33.00 |
| 17337 | U.S. Bank Corporate Payment Systems 01.23.2023 | <u>Sophia Musa Visa Card:</u> Broadvoice (City Hall phone) <i>Acct. 101-16.6440</i> | \$196.72 |
| 17338 | U.S. Bank Corporate Payment Systems 01.23.2023 | <u>Claudia Saldana Visa Card:</u> Walmart (moth balls) \$2.58 The UPS Store (stamps) <u>\$135.00</u> <i>Acct. 101-16-6120</i> | \$137.58 |
| 17339 | V O I D | V O I D (check printed upside down) | \$0.00 |
| 17340 | V O I D | V O I D (check printed upside down) | \$0.00 |
| 17341 | V O I D | V O I D (check printed upside down) | \$0.00 |
| 17342 | V O I D | V O I D (check printed upside down) | \$0.00 |

| <u>Check</u> | <u>Vendor & Invoice Date</u> | <u>Description</u> | <u>Amount</u> |
|-----------------------------|---|--|--|
| 17343 | Pasadena Humane Society 11.30.22 | Animal Control Services for Nov 2022 <i>Acct. 101-25-7000</i> | \$982.80 |
| 17344 | Pasadena Humane Society 11.31.23 | Animal Control Services for Jan 2023 <i>Acct. 101-25-7000</i> | \$982.80 |
| 17345 | League of California Cities Sacramento 02.28.23 | Membership Dues for Calendar Year 2023 <i>Acct. 101-30-6030</i> | \$697.00 |
| 17346 | VCA Code Group 01.13.2023 | Building & Safety/Plan Check Services November 27 to December 31, 2022 <i>Acct. 101-20-7220</i> | \$23,386.37 |
| 17347 | VCA Code Group 10.17.2022 | <u>To replace Check No. 17203:</u> August 28 to October 31, 2022 Retainer – Jim Kasama <i>Acct. 101-20-7210</i> Hourly Services <i>Acct. 101-20-7240</i> | \$3,900.00 <u>\$330.00</u> \$4,230.00 |
| 17348 | VCA Code Group 01.12.2023 | November 27 to December 31, 2022 Retainer – Jim Kasama <i>Acct 101-20-7210</i> | \$3,900.00 |
| 17349 | U.S. Bank Corporate Payment Systems 01.23.2023 | <u>Kevin Kearney Visa Card:</u> ZOOM (tech funds) <i>Acct. 113-20-8120</i> BeenVerified.com <i>Acct. 101-23-7450</i> Amazon (curved frameless monitor) <i>Acct. 113-20-8120</i> USPS Postal Store 4 sheets of \$5 stamps for cert. mail <i>Acct. 101-12-6020</i> ICMA City Managers Dinner <i>Acct. 101-12-6020</i> | \$49.00 \$52.44 \$361.32 \$102.10 <u>\$60.00</u> \$624.86 |
| 17350 | Kevin Kearney 02.15.2023 | <u>Reimbursement:</u> Drinking Fountain for Duarte Trail <i>Acct. 209-35-7300</i> <i>Beverage Recycling Fund</i> | \$6,694.63 |
| Total Regular Checks | | | <u>\$124,033.95</u> |

FEBRARY 2023 PAYROLL:

| | | | | |
|----------------------|-----------------------------|--|-------------------|--------------------|
| ACH | Kevin Kearney Feb 2023 | Salary: City Manager <i>Acct. 101-12-5010</i> | \$12,500.00 | |
| | | Withholdings <i>Acct. 101-00-2011</i> | <u>(2966.26)</u> | \$9,533.74 |
| ACH | Claudia Saldana Feb 2023 | Salary: City Clerk <i>Acct. 101-13-5010</i> | \$6,057.92 | |
| | | Withholdings <i>Acct. 101-00-2011</i> | <u>(1,556.16)</u> | \$4,501.76 |
| ACH | Diane Jensen Feb 2023 | Salary: Asst. City Clerk <i>Acct. 101-13-5010</i> | \$5,833.33 | |
| | | Withholdings <i>Acct. 101-00-2011</i> | <u>(1,446.72)</u> | \$4,386.61 |
| ACH | Sophia Musa Feb 2023 | Salary: Management Analyst <i>Acct. 101-16-5010</i> | \$5,027.58 | |
| | | Withholdings <i>Acct. 101-00-2011</i> | <u>(854.78)</u> | |
| | | PERS Employee Share <i>Acct. 101-16-5100</i> | <u>(339.36)</u> | \$3,833.44 |
| Total Payroll | | | | \$22,255.55 |

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS FOR FEBRUARY 2023:

| | | | | |
|-----|-------------------|--|-------------------------------|------------|
| EFT | Aetna Feb 2023 | <u>Health Insurance for Feb 2023:</u> | | |
| | | City Manager <i>Acct. 101-12-5100</i> | \$1,784.23 | |
| | | City Clerk <i>Acct. 101-13-5100</i> | \$975.10 | |
| | | Assistant City Clerk <i>Acct. 101-13-5100</i> | \$954.49 | |
| | | Management Analyst <i>Acct. 101-16-5100</i> | <u>\$1,071.75</u> | \$4,785.57 |
| EFT | EDD Feb 2023 | State Tax Withholdings SDI <i>Acct. 101-00-2011</i> | \$1,231.85 <u>\$264.77</u> | \$1,496.62 |
| EFT | EDD Feb 2023 | Unemployment Insurance (UI) and Employment Training Tax (ETT) City Clerk <i>Acct. 101-13-5100</i> | \$112.00 | |
| | | Assistant City Clerk <i>Acct. 101-13-5100</i> | \$112.00 | |
| | | Management Analyst <i>Acct. 101-16-5100</i> | <u>\$112.00</u> | \$336.00 |

| | | | | |
|-----|--------------------------|---|-----------------|------------|
| EFT | Dept. of Treasury | Federal Tax Withholdings | \$3,076.76 | |
| | Internal Revenue Service | Social Security | \$3,647.94 | |
| | Feb 2023 | Medicare | <u>\$853.14</u> | \$7,577.84 |
| | | (Employee's portion of Social Security and Medicare is matched by the City) | | |
| | | <i>Acct. 101-00-2011</i> | | |
| EFT | California PERS | City Manager | \$1,944.42 | |
| | Feb 2023 | <i>Acct. 101-12-5100</i> | | |
| | | City Clerk | \$937.52 | |
| | | <i>Acct. 101-13-5100</i> | | |
| | | Management Analyst | <u>\$714.92</u> | \$3,596.86 |
| | | <i>Acct. 101-16-5100</i> | | |

MAYOR – CITY OF BRADBURY

ATTEST:

ASSISTANT CITY CLERK – CITY OF BRADBURY

"I, Diane Jensen, Assistant City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 23-02, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 21st day of February, 2023 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY



Remit payment and make checks payable to:
STAPLES CREDIT PLAN
DEPT. 11 - 0005337241
PO BOX 9001036
LOUISVILLE, KY 40290-1036

INVOICE DETAIL

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$277.98 | 01/12/23 | 02/15/23 | 3207910191 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|--------|-----------|------------|-------------|
| HP 651A BLACK STANDARD YI | 990208 | 1.0000 EA | \$208.89 | \$208.89 |
| HAMMERMILL COPY PLUS PAPE | 122374 | 1.0000 EA | \$75.99 | \$75.99 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$31.00 | -\$31.00 |

Purchased by: CLAUDIA SALDANA
Order #: 9910655795

| | |
|----------|----------|
| SUBTOTAL | \$253.88 |
| TAX | \$24.10 |
| TOTAL | \$277.98 |

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$10.72 | 01/12/23 | 02/15/23 | 3207913971 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|--------------------------|--------|-----------|------------|-------------|
| US STAMP SIGN RUBBER DAT | 276188 | 1.0000 EA | \$9.79 | \$9.79 |

Purchased by: CLAUDIA SALDANA
Order #: 9910655795

| | |
|----------|---------|
| SUBTOTAL | \$9.79 |
| TAX | \$0.93 |
| TOTAL | \$10.72 |

see Ck# 17305

50111122





U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-5320-2600
STATEMENT DATE 01-23-23
TOTAL ACTIVITY \$ 196.72

000002556 01 SP 0.600 106481650166638 P

SOPHIA MUSA
CITY OF BRADBURY
600 WINSTON AVENUE
BRADBURY CA 91008-1123

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

JAN 30 2023

CR# 17337

| NEW ACCOUNT ACTIVITY | | | | | |
|----------------------|-----------|--|-------------------------|------|--------|
| POST DATE | TRAN DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER | MCC | AMOUNT |
| 01-16 | 01-14 | BROADVOICE 888-325-5875 CA PUR ID: 3877165058 TAX: 0.00 | 24453513015017031773857 | 4814 | 196.72 |

APPROVED

DATE

ACCOUNT

2/14/23
101-16-6440

| Default Accounting Code: | | | |
|---|---------------------------------------|---------------------------|---|
| CUSTOMER SERVICE CALL 800-344-5696 | ACCOUNT NUMBER 4246-0446-5320-2600 | | ACCOUNT SUMMARY |
| | STATEMENT DATE 01-23-23 | DISPUTED AMOUNT \$.00 | PREVIOUS BALANCE \$.00 PURCHASES & OTHER CHARGES \$196.72 |
| SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335 | AMOUNT DUE \$ 0.00 DO NOT REMIT | | CASH ADVANCES \$.00 CASH ADVANCE FEE \$.00 CREDITS \$.00 |
| | | | TOTAL ACTIVITY \$196.72 |
| | | | |
| | | | |



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0470-0126-4883

STATEMENT DATE 01-23-23

TOTAL ACTIVITY \$ 137.58

000002557 01 SP 0.600 106481650166639 P

CLAUDIA A SALDANA
CITY OF BRADBURY
600 WINSTON AVENUE
BRADBURY CA 91008-1123

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

JAN 30 2023

Chk# 17338

| NEW ACCOUNT ACTIVITY | | | | | |
|----------------------|-----------|--|--|------|--------|
| POST DATE | TRAN DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER | MCC | AMOUNT |
| 01-06 | 01-05 | WAL-MART #2401 DUARTE CA PUR ID: TAX: 0.24 | 24445003006400031035838 101-16-6450 | 5310 | 2.58 |
| 01-10 | 01-09 | THE UPS STORE 3591 323-3478783 CA PUR ID: 3591-POS3591B-167 TAX: 0.00 | 24000973009283603339533 101-16-6120 | 7399 | 135.00 |

APPROVED

DATE

ACCOUNT

2/14/23

see above

| Default Accounting Code: | | | |
|---|---|---------------------------|------------------------------------|
| CUSTOMER SERVICE CALL 800-344-5696 | ACCOUNT NUMBER 4246-0470-0126-4883 | | ACCOUNT SUMMARY |
| | STATEMENT DATE 01-23-23 | DISPUTED AMOUNT \$.00 | PREVIOUS BALANCE \$.00 |
| SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335 | AMOUNT DUE \$ 0.00 DO NOT REMIT | | PURCHASES & OTHER CHARGES \$137.58 |
| | | | CASH ADVANCES \$.00 |
| | | | CASH ADVANCE FEE \$.00 |
| | | | CREDITS \$.00 |
| | | TOTAL ACTIVITY | \$137.58 |



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-0277-2711

STATEMENT DATE 01-23-23

TOTAL ACTIVITY \$ 624.86

000002555 01 SP 0.600 106481650166637 P

KEVIN KEARNEY
CITY OF BRADBURY
600
WINSTON AVENUE
BRADBURY CA 91008-1123

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

JAN 30 2023

ck# 17349

| NEW ACCOUNT ACTIVITY | | | | | |
|----------------------|-----------|---|--|------|--------|
| POST DATE | TRAN DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER | MCC | AMOUNT |
| 12-30 | 12-29 | ZOOM.US 888-799-9666 WWW.ZOOM.US CA PUR ID: opsnt4ax7o6o44sq TAX: 0.00 | 24011342363000047374131 113-20-8120 | 4814 | 49.00 |
| 01-10 | 01-09 | BV BEENVERIFIED.COM 855-904-6471 NY PUR ID: 113552318-4282585 TAX: 0.00 | 24492153009745019002859 101-23-7450 | 7375 | 52.44 |
| 01-11 | 01-10 | AMZN MKTP US*YR3LD6DH3 AMZN.COM/BILL WA PUR ID: 111-6530556-22458 TAX: 31.34 | 24692163010109638791554 113-20-8120 | 5942 | 361.32 |
| 01-16 | 01-13 | USPS.COM POSTAL STORE 800-782-6724 MO PUR ID: o1921542145p16736 TAX: 0.00 | 24137463014600147930322 101-23-7450 | 9402 | 102.10 |
| 01-19 | 01-19 | EB CAL-ICMA CITY MANA 801-413-7200 CA PUR ID: 1552442641-562280 TAX: 0.00 | 24492153019743398895686 101-12-6020 | 7399 | 60.00 |

APPROVED

DATE

ACCOUNT

see above

| Default Accounting Code: | | | |
|---|---|-------------------------------|------------------------------------|
| CUSTOMER SERVICE CALL 800-344-5696 | ACCOUNT NUMBER 4246-0446-0277-2711 | | ACCOUNT SUMMARY |
| | STATEMENT DATE 01-23-23 | DISPUTED AMOUNT \$.00 | PREVIOUS BALANCE \$.00 |
| SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335 | AMOUNT DUE \$ 0.00 DO NOT REMIT | | PURCHASES & OTHER CHARGES \$624.86 |
| | | | CASH ADVANCES \$.00 |
| | | | CASH ADVANCE FEE \$.00 |
| | | | CREDITS \$.00 |
| | | | TOTAL ACTIVITY \$624.86 |

City of Bradbury **Monthly Investment Report for the month of December 2022**

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:
Wells Fargo Bank - General Checking

Investments:
Local Agency Investment Fund (LAIF)

Webbank Salt Lake City
Texas Exchange Bank Crowley CD
BMW Bank of NA
Salal Credit Union Seattle Wash

| Amount | Maturity | Interest Rate |
|-----------------|------------|---------------|
| \$ 1,532,640.05 | n/a | 0% |
| \$ 3,383,180.36 | n/a | 2.17% |
| \$ 243,000.00 | 7/18/2023 | 2.75% |
| \$ 249,000.00 | 7/9/2024 | 0.50% |
| \$ 248,000.00 | 12/10/2024 | 0.90% |
| \$ 240,000.00 | 9/29/2023 | 4.20% |

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds
General Fund (101)
Utility Users Tax Fund (102)
Deposits Fund (103)
Long Term Planning Fee Fund (112)
Technology Fee Fund (113)
Gas Tax Fund (200)
SB 1 Gas Tax Fund (201)
Prop A Fund (203)
Prop C Fund (204)
TDA Fund (205)
Sewer Fund (206)
STPL Fund (208)
Recycling Grant Fund (209)
Measure R Fund (210)
Measure M Fund (212)
Measure W Fund (213)
COPS Fund (215)
County Park Grant Fund (217)
CWPP Grant Fund (219)
ARPA Fund (220)

| Amount |
|----------------|
| \$4,455,300.69 |
| \$586,387.30 |
| (\$10,121.98) |
| \$7,857.32 |
| \$18,186.40 |
| \$1,018.93 |
| \$5,496.13 |
| \$42,168.73 |
| \$25,282.39 |
| \$6.53 |
| \$0.00 |
| \$1,054.68 |
| \$31,461.28 |
| \$76,096.82 |
| \$70,808.06 |
| \$65,340.10 |
| \$499,235.99 |
| \$9,248.79 |
| \$10,992.25 |
| \$0.00 |

Total \$ 5,895,820.41

Total \$ 5,895,820.41

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:  Kevin Kearney
City Manager

Reviewed By:  Laurie Stiver
City Treasurer

Revenues

| Acct. Number | Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | 2021-22 % | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | 2022-23 % |
|-------------------------------------|----------------------------------|-------------------|-----------------------------|--------------|-------------------|-----------------------------|--------------|
| General Fund: | | | | | | | |
| 101-00-4000 | Operating Transfers In | 665,476 | 667,520 | 100% | - | - | #DIV/0! |
| 101-00-4010 | Property Tax-Current Secured | 481,798 | 460,505 | 96% | 490,000 | 223,153 | 46% |
| 101-00-4030 | Property Tax-Current Unsecured | 18,000 | 14,490 | 81% | 20,000 | 16,147 | 81% |
| 101-00-4060 | Public Safety Augmentation F | 11,000 | 11,865 | 108% | 11,000 | 6,857 | 62% |
| 101-00-4070 | Delinquent Taxes | 8,000 | 9,451 | 118% | 9,000 | 6,400 | 71% |
| 101-00-4100 | Sales & Use Tax | 3,000 | 2,832 | 94% | 3,500 | 1,396 | 40% |
| 101-00-4110 | Franchise Fee-Cable TV | 27,000 | 18,229 | 68% | 20,000 | 9,336 | 47% |
| 101-00-4111 | PEG Fees | - | 3,653 | #DIV/0! | - | 1,867 | #DIV/0! |
| 101-00-4120 | Franchise Fee-SC Edison | 19,500 | 19,739 | 101% | 20,000 | - | 0% |
| 101-00-4130 | Franchise Fee-SC Refuse | 39,500 | 28,975 | 73% | 25,000 | 19,319 | 77% |
| 101-00-4140 | Franchise Fee-SC Gas Co. | 3,550 | 3,836 | 108% | 3,500 | - | 0% |
| 101-00-4150 | Franchise Fee-Cal Am Water | 47,500 | 46,363 | 98% | 50,000 | - | 0% |
| 101-00-4160 | AB939 Refuse Admin. Fee | 20,000 | 20,399 | 102% | 10,000 | - | 0% |
| 101-00-4190 | Real Property Transfer Tax | 22,500 | 31,832 | 141% | 35,000 | 11,401 | 33% |
| 101-00-4200 | Motor Vehicle In-Lieu | 145,000 | 146,411 | 101% | 145,000 | - | 0% |
| 101-00-4210 | Dist & Bail Forfeiture | 1,200 | 280 | 23% | 400 | 293 | 73% |
| 101-00-4220 | Fines-City | 2,500 | 1,595 | 64% | 2,500 | 338 | 14% |
| 101-00-4350 | Business License | 40,000 | 26,301 | 66% | 29,000 | 14,431 | 50% |
| 101-00-4360 | Movie & TV Permits | - | 65,870 | #DIV/0! | 15,000 | 17,510 | 117% |
| 101-00-4370 | Bedroom License Fee | 10,000 | 5,150 | 52% | 6,500 | 46,350 | 713% |
| 101-00-4410 | Variances & CUPs | 1,635 | 1,635 | 100% | 1,635 | 1,635 | 100% |
| 101-00-4420 | Lot Line Adjustment/Zone Changes | - | - | #DIV/0! | 3,800 | - | 0% |
| 101-00-4440 | Subdivisions/Lot Splits | - | - | #DIV/0! | 4,800 | - | 0% |
| 101-00-4460 | Planning Dept. Review | 65,000 | 32,305 | 50% | 36,000 | 9,848 | 27% |
| 101-00-4470 | Building Construction Permit | 100,000 | 76,437 | 76% | 100,000 | 121,572 | 122% |
| 101-00-4480 | Building Plan Check Fees | 100,000 | 122,931 | 123% | 100,000 | 25,682 | 26% |
| 101-00-4485 | Landscape Plan Check Permit | 9,000 | 11,942 | 133% | 10,000 | 4,168 | 42% |
| 101-00-4490 | Green Code Compliance | 10,000 | 15,472 | 155% | 25,000 | 15,741 | 63% |
| 101-00-4500 | Civic Center Rental Fee | 900 | 360 | 40% | 900 | - | 0% |
| 101-00-4530 | Environmental & Other Fees | 2,500 | 1,854 | 74% | 2,500 | 742 | 30% |
| 101-00-4540 | City Engineering Plan Check | 100,000 | 58,717 | 59% | 90,000 | 50,104 | 56% |
| 101-00-4600 | Interest Income | 50,000 | 6,545 | 13% | 12,000 | 19,431 | 162% |
| 101-00-4700 | Sales of Maps & Publications | 100 | 15 | 15% | - | - | #DIV/0! |
| 101-00-4800 | Other Revenue | - | 82 | #DIV/0! | - | - | #DIV/0! |
| 101-00-4850 | Cal-Am Loan Repayment | 4,820 | 4,820 | 100% | 4,500 | - | 0% |
| 101-00-4900 | Reimbursements | 2,000 | 12,664 | 633% | 15,000 | 34 | 0% |
| 101-00-4920 | Sale of Prop. A Funds | - | - | #DIV/0! | - | - | #DIV/0! |
| 101-23-4950 | Vacant Property Registry Fee | 100 | - | 0% | - | - | #DIV/0! |
| 101-24-4610 | Donations | 500 | 500 | 100% | - | - | #DIV/0! |
| Total General Fund Revenues | | 2,012,079 | 1,931,575 | 96% | 1,301,535 | 623,755 | 48% |
| Utility Users Tax Fund: | | | | | | | |
| 102-00-4600 | Interest | 5,000 | 4,778 | 96% | 12,000 | 981 | 8% |
| 102-00-4830 | Electric | - | - | #DIV/0! | - | - | #DIV/0! |
| | | 5,000 | 4,778 | 96% | 12,000 | 981 | 8% |
| Deposits Fund: | | | | | | | |
| 103-00-2039 | Chadwick Ranch Development | 75,000 | 101,225 | 135% | 60,000 | - | 0% |
| | | 75,000 | 101,225 | 135% | 60,000 | - | 0% |
| Long Term Planning Fee Fund: | | | | | | | |
| 112-00-4490 | Long-Term Planning Fee | 4,000 | 4,651 | 116% | 7,500 | 1,631 | 22% |

Revenues

| Acct. Number | Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | |
|---|--------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|-----|
| 112-00-4600 | LTP Fee Interest Income | 150 | 28 | 19% | 125 | 11 | 9% |
| | | 4,150 | 4,679 | 113% | 7,625 | 1,642 | 22% |
| Technology Fee Fund: | | | | | | | |
| 113-00-4520 | Technology Fee | 11,000 | 6,991 | 64% | 17,500 | 9,395 | 54% |
| 113-00-4600 | Technology Fee Interest Income | 500 | 215 | 43% | 550 | 21 | 4% |
| | | 11,500 | 7,206 | 63% | 18,050 | 9,416 | 52% |
| Gas Tax Fund: | | | | | | | |
| 200-00-4600 | Interest | 200 | 88 | 44% | 250 | 1 | 0% |
| 200-48-4260 | Gas Tax | 35,000 | 27,833 | 80% | 28,250 | 13,131 | 46% |
| | | 35,200 | 27,921 | 79% | 28,500 | 13,132 | 46% |
| SB1 Gas Tax Fund: | | | | | | | |
| 201-00-4000 | Transfers In | | | | | | |
| 201-00-4260 | Gas Tax | 30,000 | 17,238 | 57% | 19,700 | 10,479 | 53% |
| 201-00-4600 | Gas Tax Interest | 300 | 361 | 120% | 750 | 25 | 3% |
| | | 30,300 | 17,599 | 58% | 20,450 | 10,504 | 51% |
| Prop. A Fund: | | | | | | | |
| 203-40-4260 | Prop. A Transit Funds | 25,000 | 26,566 | 106% | 22,000 | 14,060 | 64% |
| 203-00-4600 | Prop. A Transit Interest | 200 | 94 | 47% | 600 | 55 | 9% |
| | | 25,200 | 26,660 | 106% | 22,600 | 14,115 | 62% |
| Prop. C Fund: | | | | | | | |
| 204-48-4260 | Prop. C Funds | 23,000 | 22,036 | 96% | 18,000 | 11,662 | 65% |
| 204-48-4600 | Prop. C Interest | 450 | 151 | 34% | 350 | 35 | 10% |
| | | 23,450 | 22,187 | 95% | 18,350 | 11,697 | 64% |
| Transportation Development Act Fund: | | | | | | | |
| 205-48-4260 | TDA Funds | 5,000 | 4,587 | 92% | 5,000 | 413 | 8% |
| 205-48-4600 | TDA Interest | - | 18 | #DIV/0! | 30 | - | 0% |
| | | 5,000 | 4,605 | 92% | 5,030 | 413 | 8% |
| Sewer Fund: | | | | | | | |
| 206-50-4600 | Sewer Fund Interest | - | 2,641 | #DIV/0! | 10,000 | 1 | 0% |
| 206-50-4606 | Winston Ave. Assessment | - | - | #DIV/0! | 74,423 | - | 0% |
| | | - | 2,641 | #DIV/0! | 84,423 | 1 | 0% |
| STPL Fund: | | | | | | | |
| 208-00-4600 | STPL Interest | 10 | 8 | 80% | 20 | 2 | 10% |
| | | 10 | 8 | 80% | 20 | 2 | 10% |
| Recycling Grant Fund: | | | | | | | |
| 209-00-4260 | Recycling Grant Funds | 5,000 | 5,000 | 100% | 5,000 | - | 0% |
| 209-00-4600 | Recycling Grant Interest | 100 | 50 | 50% | 150 | 52 | 35% |
| | | 5,100 | 25,153 | 493% | 5,150 | 52 | 1% |
| Measure R Fund: | | | | | | | |
| 210-48-4260 | Measure R Funds | 18,000 | 16,524 | 92% | 13,500 | 8,744 | 65% |
| 210-00-4600 | Measure R Interest | 300 | 582 | 194% | 1,200 | 134 | 11% |
| | | 18,300 | 17,106 | 93% | 14,700 | 8,878 | 60% |
| Measure M Fund | | | | | | | |
| 212-48-4260 | Measure M Funds | 16,500 | 18,699 | 113% | 16,000 | 9,893 | 62% |

Revenues

| Acct. Number | Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | |
|--|------------------------------------|-------------------|-----------------------------|------------|-------------------|-----------------------------|------------|
| 212-00-4600 | Measure M Interest | 400 | 392 | 98% | 800 | 107 | 13% |
| | | 16,900 | 19,091 | 113% | 16,800 | 10,000 | 60% |
| Measure W Fund | | | | | | | |
| 213-48-4260 | Measure W Funds | 50,500 | 53,094 | 105% | 50,506 | 54,477 | 108% |
| 213-48-4600 | Measure W Interest | - | - | #DIV/0! | 1,000 | - | 0% |
| | | 50,500 | 53,094 | 105% | 51,506 | 54,477 | 106% |
| Citizen's Option for Public Safety (COPS) Fund: | | | | | | | |
| 215-23-4260 | COPs Funds | 100,000 | 161,285 | 161% | 100,000 | 146,529 | 147% |
| 215-00-4600 | COPs Interest | 2,500 | 2,902 | 116% | 5,500 | 586 | 11% |
| | | 102,500 | 164,187 | 160% | 105,500 | 147,115 | 139% |
| County Park Grant: | | | | | | | |
| 217-00-4210 | County Park Grant | - | - | #DIV/0! | - | - | #DIV/0! |
| 217-00-4600 | Grant Fund Interest Income | 500 | 74 | 15% | 650 | 15 | 2% |
| | | 500 | 74 | 15% | 650 | 15 | 2% |
| Fire Safe Grant: | | | | | | | |
| 219-00-4260 | Community Wildfire Protection Plan | 24,994 | 16,033 | 64% | 5,000 | 379 | 8% |
| 219-00-4600 | Fire Safe Grant Interest Income | 75 | 1 | 1% | 50 | 20 | 40% |
| | | 25,069 | 16,034 | 64% | 5,050 | 399 | 8% |
| ARPA Fund: | | | | | | | |
| 220-00-4215 | ARPA Revenues | 100,000 | - | 0% | 175,000 | 127,983 | 73% |
| 220-00-4600 | Interest Income | - | 1,032 | #DIV/0! | 1,200 | 427 | 36% |
| | | 100,000 | 1,032 | 1% | 176,200 | 128,410 | 73% |
| Total Revenues | | 2,545,758 | 2,446,855 | 96% | 1,954,139 | 1,035,004 | 53% |

Expenditures

| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | |
|-------------------------------------|---------------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| General Fund: | | | | | | | |
| City Council Division: | | | | | | | |
| 101-11-6100 | Events and awards | 6,500 | 922 | 14% | 14,000 | 6,775 | 48% |
| 101-11-6110 | City Newsletter | - | | #DIV/0! | 400 | 265 | 66% |
| 101-11-6500 | Community Support (homelessness) | 3,000 | 3,000 | 100% | 4,000 | - | 0% |
| | | 9,500 | 3,922 | 41% | 18,400 | 7,040 | 38% |
| City Manager Division: | | | | | | | |
| 101-12-5010 | Salaries | 126,720 | 130,753 | 103% | 150,000 | 75,000 | 50% |
| 101-12-5100 | Benefits | 50,747 | 51,256 | 101% | 58,099 | 29,056 | 50% |
| 101-12-6020 | Meetings & Conferences | 5,000 | 3,076 | 62% | 5,000 | 2,731 | 55% |
| 101-12-6025 | Expense Account | 1,500 | 280 | 19% | 1,500 | 117 | 8% |
| 101-12-6050 | Mileage | 1,000 | 489 | 49% | 1,000 | 425 | 43% |
| 101-12-6440 | Cell Phone | 1,000 | 900 | 90% | 900 | 450 | 50% |
| | | 185,967 | 186,754 | 100% | 216,499 | 107,779 | 50% |
| City Clerk Division: | | | | | | | |
| 101-13-5010 | Salaries | 67,000 | 67,000 | 100% | 72,695 | 36,348 | 50% |
| 101-13-5100 | Benefits | 30,000 | 27,793 | 93% | 29,359 | 14,482 | 49% |
| 101-13-6020 | Meetings & Conferences | - | | #DIV/0! | - | - | #DIV/0! |
| 101-13-6050 | Mileage | 100 | 107 | 107% | 100 | 22 | 22% |
| 101-13-6210 | Special Department Supplies | 275 | | 0% | 500 | - | 0% |
| 101-13-6220 | Election Supplies | 500 | 564 | 113% | 600 | - | 0% |
| 101-13-6225 | Codification | 3,000 | 4,854 | 162% | 3,500 | 2,071 | 59% |
| 101-13-7000 | Contract Election Services | 15,000 | | 0% | - | - | #DIV/0! |
| | | 115,875 | 100,318 | 87% | 106,754 | 52,923 | 50% |
| Finance Division: | | | | | | | |
| 101-14-5010 | Salaries | 15,789 | 17,033 | 108% | 25,000 | 9,261 | 37% |
| 101-14-5100 | Benefits | 1,355 | 512 | 38% | - | - | #DIV/0! |
| 101-14-6210 | Special Department Supplies | 400 | 400 | 100% | 500 | 420 | 84% |
| 101-14-6230 | Contracted Computer Services | 1,000 | 1,981 | 198% | 1,500 | - | 0% |
| 101-14-7010 | Contracted Banking Services | 4,500 | 4,540 | 101% | 4,000 | 2,052 | 51% |
| 101-14-7020 | Contracted Audit Services | 19,000 | 10,000 | 53% | 17,000 | - | 0% |
| 101-14-7040 | GASB Reports | 700 | 700 | 100% | 1,000 | 700 | 70% |
| | | 42,744 | 35,166 | 82% | 49,000 | 12,433 | 25% |
| City Attorney Division: | | | | | | | |
| 101-15-6125 | City Attorney-Planning | 3,000 | - | 0% | 10,000 | 6,458 | 65% |
| 101-15-7020 | City Attorney Retainer | 31,800 | 29,162 | 92% | 34,800 | 17,150 | 49% |
| 101-15-7070 | City Attorney Special Service | 3,000 | 14,080 | 469% | 2,000 | 7,875 | 394% |
| 101-15-7075 | Development Code Update | | 14,373 | #DIV/0! | 7,000 | 3,188 | 46% |
| 101-15-7080 | Seminars & Training | - | - | #DIV/0! | 1,000 | 385 | 39% |
| 101-15-7450 | City Attorney-Code Enforcement | 2,000 | | 0% | 2,000 | 220 | 11% |
| | | 36,800 | 57,615 | 157% | 46,800 | 35,276 | 75% |
| General Government Division: | | | | | | | |
| 101-16-5010 | Salaries | 55,605 | 55,605 | 100% | 60,331 | 27,108 | 45% |
| 101-16-5100 | Benefits | 14,286 | 16,724 | 117% | 21,297 | 7,821 | 37% |
| 101-16-6010 | Seminars & Training | 1,000 | 496 | 50% | 1,000 | - | 0% |
| 101-16-6020 | Meetings & Conferences | 200 | 712 | 356% | 1,000 | - | 0% |
| 101-16-6040 | Transportation & Lodging | 500 | | 0% | 1,000 | - | 0% |
| 101-16-6050 | Mileage | 300 | 371 | 124% | 400 | - | 0% |
| 101-16-6120 | Postage | 700 | 253 | 36% | 400 | 232 | 58% |
| 101-16-6200 | Office Supplies | 3,000 | 990 | 33% | 2,000 | 2,592 | 130% |
| 101-16-6210 | Special Departmental Supplies | | 997 | #DIV/0! | 16,100 | - | 0% |
| 101-16-6230 | Computer & Website Services | 10,000 | 2,396 | 24% | 4,000 | 4,192 | 105% |
| 101-16-6240 | PERS UAL Payment | 6,291 | 9,598 | 153% | 12,920 | 12,490 | 97% |
| 101-16-6241 | PERS Replacement Benefit Contribution | 2,600 | 2,823 | 109% | 3,000 | - | 0% |
| 101-16-6242 | PERS SSA 218 Annual Fee | 200 | | 0% | 200 | - | 0% |

Expenditures

| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | |
|---|---------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| 101-16-6250 | Copier & Duplications | | - | #DIV/0! | - | - | #DIV/0! |
| 101-16-6300 | Insurance | 39,187 | 36,652 | 94% | 40,000 | 42,609 | 107% |
| 101-16-6400 | Utilities | 7,380 | 7,081 | 96% | 5,500 | 4,625 | 84% |
| 101-16-6440 | Telephone | 2,100 | 1,689 | 80% | 2,000 | 1,044 | 52% |
| 101-16-6450 | Building Operations | 1,200 | 504 | 42% | 2,000 | 183 | 9% |
| 101-16-6460 | Building & Cleaning Service | 4,500 | 4,500 | 100% | 4,000 | 2,880 | 72% |
| 101-16-6470 | Maintenance & Supplies | 20,500 | 21,468 | 105% | 1,000 | 1,163 | 116% |
| 101-16-7435 | Redistricting | 65,000 | 40,250 | 62% | - | - | #DIV/0! |
| 101-16-6415 | Street Signs | 6,000 | | 0% | 10,000 | - | 0% |
| | | 240,549 | 203,109 | 84% | 188,148 | 106,939 | 57% |
| Engineering Division: | | | | | | | |
| 101-19-7230 | Contracted Engineering Services | 80,000 | 54,950 | 69% | 80,000 | 36,561 | 46% |
| | | 80,000 | 54,950 | 69% | 80,000 | 36,561 | 46% |
| Planning, Zoning & Development Division: | | | | | | | |
| 101-20-6020 | Meetings & Conferences | | | | | | |
| 101-20-6120 | Postage | 500 | 35 | 7% | 300 | - | 0% |
| 101-20-6210 | Special Department Supplies | 500 | 80 | 16% | 300 | 172 | 57% |
| 101-20-6240 | Environmental Filing Fees | 500 | | 0% | - | - | #DIV/0! |
| 101-20-7210 | City Planner Retainer | 46,800 | 30,125 | 64% | 46,800 | 27,300 | 58% |
| 101-20-7220 | Contracted Building & Safety | 120,000 | 73,235 | 61% | 90,000 | 2,125 | 2% |
| 101-20-7240 | City Planner Special Service | 15,000 | 6,765 | 45% | 10,000 | 17,078 | 171% |
| 101-20-7245 | General Plan update | | 33,436 | #DIV/0! | 15,000 | - | 0% |
| 101-20-7075 | Development Code Update | 2,000 | | 0% | - | - | #DIV/0! |
| | | 185,300 | 143,676 | 78% | 162,400 | 46,675 | 29% |
| Parks & Landscape Maintenance Division: | | | | | | | |
| 101-21-7015 | Royal Oaks Trail Maintenance | 10,000 | 10,332 | 103% | 10,000 | 4,409 | 44% |
| 101-21-7020 | City Hall Grounds Maintenance | 7,000 | 9,540 | 136% | 7,500 | 3,444 | 46% |
| 101-21-7025 | Trail Maintenance | 10,000 | 2,758 | 28% | 10,000 | 550 | 6% |
| 101-21-7035 | Mt.Olive Entrance & Trail | 12,000 | 6,184 | 52% | 12,000 | 3,247 | 27% |
| 101-21-7045 | Lemon/RO Horse Trail | 7,000 | 1,685 | 24% | 7,000 | 869 | 12% |
| 101-21-7060 | Street Tree Trimming | 15,000 | 16,956 | 113% | 15,000 | 8,245 | 55% |
| | | 61,000 | 47,455 | 78% | 61,500 | 20,764 | 34% |
| Public Safety Division: | | | | | | | |
| 101-23-6210 | Special Departmental Services | | 42 | #DIV/0! | 50 | 31 | 62% |
| 101-23-7410 | Contract Services Sheriff | 126,940 | 105,783 | 83% | 128,000 | 64,075 | 50% |
| 101-23-7420 | City Hall Security | 3,000 | 4,770 | 159% | 3,500 | 1,376 | 39% |
| 101-23-7450 | Code Enforcement | 12,000 | 1,439 | 12% | 1,500 | 1,264 | 84% |
| 101-23-7757 | AED Purchase | | | #DIV/0! | - | - | #DIV/0! |
| | | 141,940 | 112,034 | 79% | 133,050 | 66,746 | 50% |
| Emergency Preparedness Division: | | | | | | | |
| 101-24-6010 | Seminars & Training | 110 | 65 | 59% | 100 | - | 0% |
| 101-24-6020 | Meetings & Conferences | 500 | | 0% | 500 | 16 | 3% |
| 101-24-6030 | Memberships & Dues | 400 | 360 | 90% | 450 | 900 | 200% |
| 101-24-6100 | Events & Awards | 200 | | 0% | 200 | - | 0% |
| 101-24-6470 | Maintenance & Supplies | 5,500 | 261 | 5% | 5,000 | 1,325 | 27% |
| 101-24-6480 | Civic Center Generator | 1,000 | 291 | 29% | 300 | - | 0% |
| 101-24-7245 | Hazard Mitigation Plan | - | | #DIV/0! | - | - | #DIV/0! |
| | | 7,710 | 977 | 13% | 6,550 | 2,241 | 34% |

Expenditures

| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | |
|--|-------------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| Animal & Pest Control Division: | | | | | | | |
| 101-25-7000 | Animal Control Services | 11,450 | 10,496 | 92% | 8,500 | 4,885 | 57% |
| 101-25-7010 | Pest Control Services | 500 | | 0% | 500 | - | 0% |
| | | 11,950 | 10,496 | 88% | 9,000 | 4,885 | 54% |
| Intergovernmental Relations Division: | | | | | | | |
| 101-30-6030 | Memberships & Dues | 10,500 | 12,078 | 115% | 11,000 | 16,383 | 149% |
| | | 10,500 | 12,078 | 115% | 11,000 | 16,383 | 149% |
| General Fund Totals | | 1,129,835 | 968,550 | 86% | 1,089,101 | 516,645 | 47% |
| Utility Users Tax Fund: | | | | | | | |
| 102-42-7630 | NPDES Stormwater Compliance | 90,000 | 16,128 | 18% | 1,600 | 4,916 | 307% |
| | | 90,000 | 16,128 | 18% | 1,600 | 4,916 | 307% |
| Deposits Fund: | | | | | | | |
| 103-00-2039 | Chadwick Ranch Development | 75,000 | 92,263 | 123% | 50,000 | 12,645 | 25% |
| | | 75,000 | 92,263 | 123% | 50,000 | 12,645 | 25% |
| Long Term Planning Fee Fund: | | | | | | | |
| 112-20-7245 | General Plan Expense | 2,000 | - | 0% | - | - | #DIV/0! |
| | | 2,000 | - | - | - | - | #DIV/0! |
| Technology Fee Fund: | | | | | | | |
| 113-20-4500 | Permit Digitizing | - | - | #DIV/0! | - | - | #DIV/0! |
| 113-20-7730 | Website | 3,000 | 1,800 | 60% | 5,000 | - | 0% |
| 113-20-8120 | Capital Equipment-Server & Copier | 10,000 | 19,648 | 196% | 12,000 | 6,427 | 54% |
| | | 13,000 | 21,448 | 165% | 17,000 | 6,427 | 38% |
| Gas Tax Fund: | | | | | | | |
| 200-48-6400 | Utilities-Select System | 11,000 | 11,389 | 104% | 11,000 | 6,797 | 62% |
| 200-48-6410 | Street Lights | 10,000 | 10,468 | 105% | 11,000 | 5,809 | 53% |
| 200-48-7000 | PW Contract Services | 1,000 | 763 | 76% | 600 | - | 0% |
| 200-48-7290 | Street Sweeping | 4,000 | 4,384 | 110% | 4,000 | 1,253 | 31% |
| 200-48-7750 | Wild Rose Project | 25,097 | 14,168 | 56% | 6,430 | 605 | 9% |
| | | 51,097 | 41,172 | 81% | 33,030 | 14,464 | 44% |
| SB1 Gas Tax Fund: | | | | | | | |
| 201-48-7750 | Wild Rose Project | 81,615 | 18,281 | 22% | 61,070 | 47,887 | 78% |
| 201-48-7755 | City Wide Slurry Seal | | | #DIV/0! | | - | #DIV/0! |
| | | 81,615 | 18,281 | 22% | 61,070 | 47,887 | 78% |
| Prop. A Fund: | | | | | | | |
| 203-00-7600 | Sale of Prop. A Funds | | | | | | |
| | | - | - | #DIV/0! | - | - | #DIV/0! |
| Prop. C Fund: | | | | | | | |
| 204-20-6030 | Memberships & Dues | 900 | 353 | 39% | 400 | - | 0% |
| 204-40-7325 | Transit Services | 9,000 | 7,745 | 86% | 8,449 | 4,224 | 50% |
| 204-48-7745 | Royal Oaks North Curb Extension | | | | - | - | |
| 204-48-7750 | Wild Rose Project | 36,570 | 15,348 | | 21,220 | 604 | |
| | | 46,470 | 23,446 | 50% | 30,069 | 4,828 | 16% |
| Transportation Development Act Fund: | | | | | | | |
| 205-48-7045 | RO Trail | - | 2,600 | #DIV/0! | 5,000 | - | 0% |
| 205-48-7720 | Lemon/RO Horse Trail Project | - | | #DIV/0! | - | - | #DIV/0! |
| 205-48-7735 | Royal Oaks & Mt. Olive Trail Rehab. | 5,000 | 2,920 | 58% | - | - | #DIV/0! |
| 205-00-7760 | Return of Funds | - | - | #DIV/0! | - | - | #DIV/0! |
| | | 5,000 | 5,520 | #DIV/0! | 5,000 | - | #DIV/0! |

Expenditures

| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | 2022-23 Budget | 2022-23 YTD @ 12/31/2022 | |
|--|------------------------------------|-------------------|-----------------------------|-------------------|-----------------------------|----------------|
| Sewer Fund: | | | | | | |
| 206-50-7601 | Mt. Olive Lane Sewer Project | - | - | #DIV/0! | - | - |
| 206-50-7602 | DUSD Message Board | - | - | #DIV/0! | - | - |
| 206-50-7606 | Winston Ave Project | - | - | #DIV/0! | - | - |
| | | 665,476 | - | 0% | - | - |
| STPL Fund: | | | | | | |
| 208-48-7750 | Wild Rose Project | 1,055 | - | 0% | 1,055 | - |
| | | 1,055 | - | 0% | 1,055 | - |
| Recycling Grant Fund: | | | | | | |
| 209-35-7300 | Recycling Education | 5,000 | - | 0% | 5,000 | - |
| | | 5,000 | - | - | 5,000 | - |
| Measure R Fund: | | | | | | |
| 210-48-7750 | Wild Rose Project | 88,739 | - | 0% | 88,739 | 15,886 |
| | | 88,739 | - | 0% | 88,739 | 15,886 |
| Measure M Fund | | | | | | |
| 212-48-7750 | Wild Rose Project | 58,470 | | 0% | 58,470 | - |
| | | 58,470 | - | 0% | 58,470 | - |
| Measure W Fund | | | | | | |
| 213-42-7630 | NPDES Stormwater Compliance | | | 50,506 | - | |
| | | 50,500 | 42,230 | 84% | 50,506 | - |
| Citizen's Option for Public Safety (COPS) Fund: | | | | | | |
| 215-23-7410 | Contract Services Sheriff | 50,000 | 50,000 | 100% | - | #DIV/0! |
| 215-23-7411 | Contract CSO Services & Supplies | 56,500 | 52,116 | 92% | 55,000 | 277 |
| | | 106,500 | 102,116 | 96% | 55,000 | 277 |
| County Park Grant: | | | | | | |
| 217-21-7650 | Civic Center Park | 1,000 | - | 0% | 1,000 | - |
| | | 1,000 | - | 0% | 1,000 | - |
| Fire Safe Grant 14-USFS-SFA-0053: | | | | | | |
| 219-21-7761 | Community Wildfire Protection Plan | 30,934 | 3,555 | 11% | 5,000 | 1,885 |
| | | 30,934 | 3,555 | 11% | 5,000 | 1,885 |
| ARPA Fund: | | | | | | |
| 220-00-5000 | Operating Transfers Out | - | - | #DIV/0! | 132,500 | - |
| 220-00-6215 | ARPA Expenses | 100,000 | - | 0% | 5,300 | - |
| | | 100,000 | - | 0% | 137,800 | - |
| Total Expenditures | | <u>2,601,691</u> | <u>1,334,709</u> | <u>51%</u> | <u>1,689,440</u> | <u>625,860</u> |
| | | | | | | <u>37%</u> |

City of Bradbury **Monthly Investment Report for the month of January 2023**

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:

Wells Fargo Bank - General Checking

| Amount | Maturity | Interest Rate |
|-----------------|----------|---------------|
| \$ 1,611,420.93 | n/a | 0% |

Investments:

Local Agency Investment Fund (LAIF)

| | | |
|-----------------|-----|-------|
| \$ 3,400,853.98 | n/a | 2.43% |
|-----------------|-----|-------|

Webbank Salt Lake City

Texas Exchange Bank Crowley CD

BMW Bank of NA

Salal Credit Union Seattle Wash

| | | |
|---------------|------------|-------|
| \$ 243,000.00 | 7/18/2023 | 2.75% |
| \$ 249,000.00 | 7/9/2024 | 0.50% |
| \$ 248,000.00 | 12/10/2024 | 0.90% |
| \$ 240,000.00 | 9/29/2023 | 4.20% |

Total

\$ 5,992,274.91

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds

General Fund (101)
 Utility Users Tax Fund (102)
 Deposits Fund (103)
 Long Term Planning Fee Fund (112)
 Technology Fee Fund (113)
 Gas Tax Fund (200)
 SB 1 Gas Tax Fund (201)
 Prop A Fund (203)
 Prop C Fund (204)
 TDA Fund (205)
 Sewer Fund (206)
 STPL Fund (208)
 Recycling Grant Fund (209)
 Measure R Fund (210)
 Measure M Fund (212)
 Measure W Fund (213)
 COPS Fund (215)
 County Park Grant Fund (217)
 CWPP Grant Fund (219)
 ARPA Fund (220)

| Amount |
|----------------|
| \$4,269,337.46 |
| \$580,993.25 |
| (\$10,121.98) |
| \$7,871.58 |
| \$15,961.61 |
| \$1,931.85 |
| \$3,328.04 |
| \$44,313.76 |
| \$26,357.57 |
| \$6.53 |
| \$605.89 |
| \$1,054.68 |
| \$31,461.28 |
| \$77,430.78 |
| \$72,318.90 |
| \$65,340.10 |
| \$517,978.02 |
| \$9,248.79 |
| \$19,431.99 |
| \$257,424.81 |

Total

\$ 5,992,274.91

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:

Kevin Kearney
 City Manager

Laurie Stiver
 City Treasurer

Revenues

| Acct. Number | Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|-------------------------------------|----------------------------------|-------------------|-----------------------------|-------------|-------------------|-----------------------------|------------|
| General Fund: | | | | | | | |
| 101-00-4000 | Operating Transfers In | 665,476 | 667,520 | 100% | - | - | #DIV/0! |
| 101-00-4010 | Property Tax-Current Secured | 481,798 | 460,505 | 96% | 490,000 | 254,761 | 52% |
| 101-00-4030 | Property Tax-Current Unsecured | 18,000 | 14,490 | 81% | 20,000 | 16,147 | 81% |
| 101-00-4060 | Public Safety Augmentation F | 11,000 | 11,865 | 108% | 11,000 | 6,890 | 63% |
| 101-00-4070 | Delinquent Taxes | 8,000 | 9,451 | 118% | 9,000 | 6,399 | 71% |
| 101-00-4100 | Sales & Use Tax | 3,000 | 2,832 | 94% | 3,500 | 1,596 | 46% |
| 101-00-4110 | Franchise Fee-Cable TV | 27,000 | 18,229 | 68% | 20,000 | 9,336 | 47% |
| 101-00-4111 | PEG Fees | - | 3,653 | #DIV/0! | - | 1,867 | #DIV/0! |
| 101-00-4120 | Franchise Fee-SC Edison | 19,500 | 19,739 | 101% | 20,000 | - | 0% |
| 101-00-4130 | Franchise Fee-SC Refuse | 39,500 | 28,975 | 73% | 25,000 | 21,531 | 86% |
| 101-00-4140 | Franchise Fee-SC Gas Co. | 3,550 | 3,836 | 108% | 3,500 | - | 0% |
| 101-00-4150 | Franchise Fee-Cal Am Water | 47,500 | 46,363 | 98% | 50,000 | - | 0% |
| 101-00-4160 | AB939 Refuse Admin. Fee | 20,000 | 20,399 | 102% | 10,000 | - | 0% |
| 101-00-4190 | Real Property Transfer Tax | 22,500 | 31,832 | 141% | 35,000 | 33,119 | 95% |
| 101-00-4200 | Motor Vehicle In-Lieu | 145,000 | 146,411 | 101% | 145,000 | 75,970 | 52% |
| 101-00-4210 | Dist & Bail Forfeiture | 1,200 | 280 | 23% | 400 | 480 | 120% |
| 101-00-4220 | Fines-City | 2,500 | 1,595 | 64% | 2,500 | 6,338 | 254% |
| 101-00-4350 | Business License | 40,000 | 26,301 | 66% | 29,000 | 17,702 | 61% |
| 101-00-4360 | Movie & TV Permits | - | 65,870 | #DIV/0! | 15,000 | 32,960 | 220% |
| 101-00-4370 | Bedroom License Fee | 10,000 | 5,150 | 52% | 6,500 | 46,350 | 713% |
| 101-00-4410 | Variances & CUPs | 1,635 | 1,635 | 100% | 1,635 | 1,635 | 100% |
| 101-00-4420 | Lot Line Adjustment/Zone Changes | - | - | #DIV/0! | 3,800 | - | 0% |
| 101-00-4440 | Subdivisions/Lot Splits | - | - | #DIV/0! | 4,800 | - | 0% |
| 101-00-4460 | Planning Dept. Review | 65,000 | 32,305 | 50% | 36,000 | 12,761 | 35% |
| 101-00-4470 | Building Construction Permit | 100,000 | 76,437 | 76% | 100,000 | 123,447 | 123% |
| 101-00-4480 | Building Plan Check Fees | 100,000 | 122,931 | 123% | 100,000 | 26,848 | 27% |
| 101-00-4485 | Landscape Plan Check Permit | 9,000 | 11,942 | 133% | 10,000 | 4,168 | 42% |
| 101-00-4490 | Green Code Compliance | 10,000 | 15,472 | 155% | 25,000 | 15,741 | 63% |
| 101-00-4500 | Civic Center Rental Fee | 900 | 360 | 40% | 900 | - | 0% |
| 101-00-4530 | Environmental & Other Fees | 2,500 | 1,854 | 74% | 2,500 | 1,112 | 44% |
| 101-00-4540 | City Engineering Plan Check | 100,000 | 58,717 | 59% | 90,000 | 50,837 | 56% |
| 101-00-4600 | Interest Income | 50,000 | 6,545 | 13% | 12,000 | 30,895 | 257% |
| 101-00-4700 | Sales of Maps & Publications | 100 | 15 | 15% | - | - | #DIV/0! |
| 101-00-4800 | Other Revenue | - | 82 | #DIV/0! | - | - | #DIV/0! |
| 101-00-4850 | Cal-Am Loan Repayment | 4,820 | 4,820 | 100% | 4,500 | - | 0% |
| 101-00-4900 | Reimbursements | 2,000 | 12,664 | 633% | 15,000 | 34 | 0% |
| 101-00-4920 | Sale of Prop. A Funds | - | - | #DIV/0! | - | - | #DIV/0! |
| 101-23-4950 | Vacant Property Registry Fee | 100 | - | 0% | - | - | #DIV/0! |
| 101-24-4610 | Donations | 500 | 500 | 100% | - | - | #DIV/0! |
| Total General Fund Revenues | | 2,012,079 | 1,931,575 | 96% | 1,301,535 | 798,924 | 61% |
| Utility Users Tax Fund: | | | | | | | |
| 102-00-4600 | Interest | 5,000 | 4,778 | 96% | 12,000 | 981 | 8% |
| 102-00-4830 | Electric | - | - | #DIV/0! | - | - | #DIV/0! |
| | | 5,000 | 4,778 | 96% | 12,000 | 981 | 8% |
| Deposits Fund: | | | | | | | |
| 103-00-2039 | Chadwick Ranch Development | 75,000 | 101,225 | 135% | 60,000 | - | 0% |
| | | 75,000 | 101,225 | 135% | 60,000 | - | 0% |
| Long Term Planning Fee Fund: | | | | | | | |
| 112-00-4490 | Long-Term Planning Fee | 4,000 | 4,651 | 116% | 7,500 | 1,645 | 22% |

Revenues

| Acct. Number | Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|---|--------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|-----|
| 112-00-4600 | LTP Fee Interest Income | 150 | 28 | 19% | 125 | 11 | 9% |
| | | 4,150 | 4,679 | 113% | 7,625 | 1,656 | 22% |
| Technology Fee Fund: | | | | | | | |
| 113-00-4520 | Technology Fee | 11,000 | 6,991 | 64% | 17,500 | 9,515 | 54% |
| 113-00-4600 | Technology Fee Interest Income | 500 | 215 | 43% | 550 | 21 | 4% |
| | | 11,500 | 7,206 | 63% | 18,050 | 9,536 | 53% |
| Gas Tax Fund: | | | | | | | |
| 200-00-4600 | Interest | 200 | 88 | 44% | 250 | 1 | 0% |
| 200-48-4260 | Gas Tax | 35,000 | 27,833 | 80% | 28,250 | 15,655 | 55% |
| | | 35,200 | 27,921 | 79% | 28,500 | 15,656 | 55% |
| SB1 Gas Tax Fund: | | | | | | | |
| 201-00-4000 | Transfers In | | | | | | |
| 201-00-4260 | Gas Tax | 30,000 | 17,238 | 57% | 19,700 | 13,808 | 70% |
| 201-00-4600 | Gas Tax Interest | 300 | 361 | 120% | 750 | 25 | 3% |
| | | 30,300 | 17,599 | 58% | 20,450 | 13,833 | 68% |
| Prop. A Fund: | | | | | | | |
| 203-40-4260 | Prop. A Transit Funds | 25,000 | 26,566 | 106% | 22,000 | 16,205 | 74% |
| 203-00-4600 | Prop. A Transit Interest | 200 | 94 | 47% | 600 | 55 | 9% |
| | | 25,200 | 26,660 | 106% | 22,600 | 16,260 | 72% |
| Prop. C Fund: | | | | | | | |
| 204-48-4260 | Prop. C Funds | 23,000 | 22,036 | 96% | 18,000 | 13,441 | 75% |
| 204-48-4600 | Prop. C Interest | 450 | 151 | 34% | 350 | 35 | 10% |
| | | 23,450 | 22,187 | 95% | 18,350 | 13,476 | 73% |
| Transportation Development Act Fund: | | | | | | | |
| 205-48-4260 | TDA Funds | 5,000 | 4,587 | 92% | 5,000 | - | 0% |
| 205-48-4600 | TDA Interest | - | 18 | #DIV/0! | 30 | - | 0% |
| | | 5,000 | 4,605 | 92% | 5,030 | - | 0% |
| Sewer Fund: | | | | | | | |
| 206-50-4600 | Sewer Fund Interest | - | 2,641 | #DIV/0! | 10,000 | 1 | 0% |
| 206-50-4606 | Winston Ave. Assessment | - | - | #DIV/0! | 74,423 | - | 0% |
| | | - | 2,641 | #DIV/0! | 84,423 | 1 | 0% |
| STPL Fund: | | | | | | | |
| 208-00-4600 | STPL Interest | 10 | 8 | 80% | 20 | 2 | 10% |
| | | 10 | 8 | 80% | 20 | 2 | 10% |
| Recycling Grant Fund: | | | | | | | |
| 209-00-4260 | Recycling Grant Funds | 5,000 | 5,000 | 100% | 5,000 | - | 0% |
| 209-00-4600 | Recycling Grant Interest | 100 | 50 | 50% | 150 | 52 | 35% |
| | | 5,100 | 25,153 | 493% | 5,150 | 52 | 1% |
| Measure R Fund: | | | | | | | |
| 210-48-4260 | Measure R Funds | 18,000 | 16,524 | 92% | 13,500 | 10,078 | 75% |
| 210-00-4600 | Measure R Interest | 300 | 582 | 194% | 1,200 | 134 | 11% |
| | | 18,300 | 17,106 | 93% | 14,700 | 10,212 | 69% |
| Measure M Fund | | | | | | | |
| 212-48-4260 | Measure M Funds | 16,500 | 18,699 | 113% | 16,000 | 11,404 | 71% |

Revenues

| Acct. Number | Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|--|------------------------------------|-------------------|-----------------------------|------------|-------------------|-----------------------------|------------|
| 212-00-4600 | Measure M Interest | 400 | 392 | 98% | 800 | 107 | 13% |
| | | 16,900 | 19,091 | 113% | 16,800 | 11,511 | 69% |
| Measure W Fund | | | | | | | |
| 213-48-4260 | Measure W Funds | 50,500 | 53,094 | 105% | 50,506 | 54,476 | 108% |
| 213-48-4600 | Measure W Interest | - | - | #DIV/0! | 1,000 | - | 0% |
| | | 50,500 | 53,094 | 105% | 51,506 | 54,476 | 106% |
| Citizen's Option for Public Safety (COPS) Fund: | | | | | | | |
| 215-23-4260 | COPs Funds | 100,000 | 161,285 | 161% | 100,000 | 165,271 | 165% |
| 215-00-4600 | COPs Interest | 2,500 | 2,902 | 116% | 5,500 | 586 | 11% |
| | | 102,500 | 164,187 | 160% | 105,500 | 165,857 | 157% |
| County Park Grant: | | | | | | | |
| 217-00-4210 | County Park Grant | - | - | #DIV/0! | - | - | #DIV/0! |
| 217-00-4600 | Grant Fund Interest Income | 500 | 74 | 15% | 650 | 15 | 2% |
| | | 500 | 74 | 15% | 650 | 15 | 2% |
| Fire Safe Grant: | | | | | | | |
| 219-00-4260 | Community Wildfire Protection Plan | 24,994 | 16,033 | 64% | 5,000 | 8,819 | 176% |
| 219-00-4600 | Fire Safe Grant Interest Income | 75 | 1 | 1% | 50 | 20 | 40% |
| | | 25,069 | 16,034 | 64% | 5,050 | 8,839 | 175% |
| ARPA Fund: | | | | | | | |
| 220-00-4215 | ARPA Revenues | 100,000 | - | 0% | 175,000 | - | 0% |
| 220-00-4600 | Interest Income | - | 1,032 | #DIV/0! | 1,200 | 427 | 36% |
| | | 100,000 | 1,032 | 1% | 176,200 | 427 | 0% |
| Total Revenues | | 2,545,758 | 2,446,855 | 96% | 1,954,139 | 1,121,714 | 57% |

Expenditures

| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|-------------------------------------|---------------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| General Fund: | | | | | | | |
| City Council Division: | | | | | | | |
| 101-11-6100 | Events and awards | 6,500 | 922 | 14% | 14,000 | 8,896 | 64% |
| 101-11-6110 | City Newsletter | - | | #DIV/0! | 400 | 265 | 66% |
| 101-11-6500 | Community Support (homelessness) | 3,000 | 3,000 | 100% | 4,000 | - | 0% |
| | | 9,500 | 3,922 | 41% | 18,400 | 9,161 | 50% |
| City Manager Division: | | | | | | | |
| 101-12-5010 | Salaries | 126,720 | 130,753 | 103% | 150,000 | 87,500 | 58% |
| 101-12-5100 | Benefits | 50,747 | 51,256 | 101% | 58,099 | 34,055 | 59% |
| 101-12-6020 | Meetings & Conferences | 5,000 | 3,076 | 62% | 5,000 | 2,841 | 57% |
| 101-12-6025 | Expense Account | 1,500 | 280 | 19% | 1,500 | 117 | 8% |
| 101-12-6050 | Mileage | 1,000 | 489 | 49% | 1,000 | 425 | 43% |
| 101-12-6440 | Cell Phone | 1,000 | 900 | 90% | 900 | 525 | 58% |
| | | 185,967 | 186,754 | 100% | 216,499 | 125,463 | 58% |
| City Clerk Division: | | | | | | | |
| 101-13-5010 | Salaries | 67,000 | 67,000 | 100% | 72,695 | 48,239 | 66% |
| 101-13-5100 | Benefits | 30,000 | 27,793 | 93% | 29,359 | 17,381 | 59% |
| 101-13-6020 | Meetings & Conferences | - | | #DIV/0! | - | - | #DIV/0! |
| 101-13-6050 | Mileage | 100 | 107 | 107% | 100 | 22 | 22% |
| 101-13-6210 | Special Department Supplies | 275 | | 0% | 500 | 2,261 | 452% |
| 101-13-6220 | Election Supplies | 500 | 564 | 113% | 600 | - | 0% |
| 101-13-6225 | Codification | 3,000 | 4,854 | 162% | 3,500 | - | 0% |
| 101-13-7000 | Contract Election Services | 15,000 | | 0% | - | - | #DIV/0! |
| | | 115,875 | 100,318 | 87% | 106,754 | 67,903 | 64% |
| Finance Division: | | | | | | | |
| 101-14-5010 | Salaries | 15,789 | 17,033 | 108% | 25,000 | 9,733 | 39% |
| 101-14-5100 | Benefits | 1,355 | 512 | 38% | - | - | #DIV/0! |
| 101-14-6210 | Special Department Supplies | 400 | 400 | 100% | 500 | 420 | 84% |
| 101-14-6230 | Contracted Computer Services | 1,000 | 1,981 | 198% | 1,500 | - | 0% |
| 101-14-7010 | Contracted Banking Services | 4,500 | 4,540 | 101% | 4,000 | 2,383 | 60% |
| 101-14-7020 | Contracted Audit Services | 19,000 | 10,000 | 53% | 17,000 | - | 0% |
| 101-14-7040 | GASB Reports | 700 | 700 | 100% | 1,000 | 700 | 70% |
| | | 42,744 | 35,166 | 82% | 49,000 | 13,236 | 27% |
| City Attorney Division: | | | | | | | |
| 101-15-6125 | City Attorney-Planning | 3,000 | - | 0% | 10,000 | 6,458 | 65% |
| 101-15-7020 | City Attorney Retainer | 31,800 | 29,162 | 92% | 34,800 | 17,400 | 50% |
| 101-15-7070 | City Attorney Special Service | 3,000 | 14,080 | 469% | 2,000 | 9,595 | 480% |
| 101-15-7075 | Development Code Update | | 14,373 | #DIV/0! | 7,000 | 1,925 | 28% |
| 101-15-7080 | Seminars & Training | - | - | #DIV/0! | 1,000 | 385 | 39% |
| 101-15-7450 | City Attorney-Code Enforcement | 2,000 | | 0% | 2,000 | 220 | 11% |
| | | 36,800 | 57,615 | 157% | 46,800 | 35,983 | 77% |
| General Government Division: | | | | | | | |
| 101-16-5010 | Salaries | 55,605 | 55,605 | 100% | 60,331 | 33,824 | 56% |
| 101-16-5100 | Benefits | 14,286 | 16,724 | 117% | 21,297 | 9,645 | 45% |
| 101-16-6010 | Seminars & Training | 1,000 | 496 | 50% | 1,000 | - | 0% |
| 101-16-6020 | Meetings & Conferences | 200 | 712 | 356% | 1,000 | - | 0% |
| 101-16-6040 | Transportation & Lodging | 500 | | 0% | 1,000 | - | 0% |
| 101-16-6050 | Mileage | 300 | 371 | 124% | 400 | - | 0% |
| 101-16-6120 | Postage | 700 | 253 | 36% | 400 | 232 | 58% |
| 101-16-6200 | Office Supplies | 3,000 | 990 | 33% | 2,000 | 2,749 | 137% |
| 101-16-6210 | Special Departmental Supplies | | 997 | #DIV/0! | 16,100 | - | 0% |
| 101-16-6230 | Computer & Website Services | 10,000 | 2,396 | 24% | 4,000 | 5,082 | 127% |
| 101-16-6240 | PERS UAL Payment | 6,291 | 9,598 | 153% | 12,920 | 12,490 | 97% |
| 101-16-6241 | PERS Replacement Benefit Contribution | 2,600 | 2,823 | 109% | 3,000 | 2,638 | 88% |
| 101-16-6242 | PERS SSA 218 Annual Fee | 200 | | 0% | 200 | - | 0% |

Expenditures

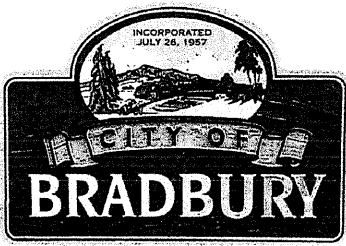
| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|---|---------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| 101-16-6250 | Copier & Duplications | | - | #DIV/0! | - | - | #DIV/0! |
| 101-16-6300 | Insurance | 39,187 | 36,652 | 94% | 40,000 | 42,609 | 107% |
| 101-16-6400 | Utilities | 7,380 | 7,081 | 96% | 5,500 | 5,218 | 95% |
| 101-16-6440 | Telephone | 2,100 | 1,689 | 80% | 2,000 | 1,220 | 61% |
| 101-16-6450 | Building Operations | 1,200 | 504 | 42% | 2,000 | 223 | 11% |
| 101-16-6460 | Building & Cleaning Service | 4,500 | 4,500 | 100% | 4,000 | 2,880 | 72% |
| 101-16-6470 | Maintenance & Supplies | 20,500 | 21,468 | 105% | 1,000 | 1,564 | 156% |
| 101-16-7435 | Redistricting | 65,000 | 40,250 | 62% | - | - | #DIV/0! |
| 101-16-6415 | Street Signs | 6,000 | | 0% | 10,000 | - | 0% |
| | | 240,549 | 203,109 | 84% | 188,148 | 120,374 | 64% |
| Engineering Division: | | | | | | | |
| 101-19-7230 | Contracted Engineering Services | 80,000 | 54,950 | 69% | 80,000 | 46,830 | 59% |
| | | 80,000 | 54,950 | 69% | 80,000 | 46,830 | 59% |
| Planning, Zoning & Development Division: | | | | | | | |
| 101-20-6020 | Meetings & Conferences | | | | | | |
| 101-20-6120 | Postage | 500 | 35 | 7% | 300 | - | 0% |
| 101-20-6210 | Special Department Supplies | 500 | 80 | 16% | 300 | 110 | 37% |
| 101-20-6240 | Environmental Filing Fees | 500 | | 0% | - | - | #DIV/0! |
| 101-20-7210 | City Planner Retainer | 46,800 | 30,125 | 64% | 46,800 | 23,400 | 50% |
| 101-20-7220 | Contracted Building & Safety | 120,000 | 73,235 | 61% | 90,000 | 54,494 | 61% |
| 101-20-7240 | City Planner Special Service | 15,000 | 6,765 | 45% | 10,000 | 9,406 | 94% |
| 101-20-7245 | General Plan update | | 33,436 | #DIV/0! | 15,000 | - | 0% |
| 101-20-7075 | Development Code Update | 2,000 | | 0% | - | - | #DIV/0! |
| | | 185,300 | 143,676 | 78% | 162,400 | 87,410 | 54% |
| Parks & Landscape Maintenance Division: | | | | | | | |
| 101-21-7015 | Royal Oaks Trail Maintenance | 10,000 | 10,332 | 103% | 10,000 | 5,012 | 50% |
| 101-21-7020 | City Hall Grounds Maintenance | 7,000 | 9,540 | 136% | 7,500 | 3,676 | 49% |
| 101-21-7025 | Trail Maintenance | 10,000 | 2,758 | 28% | 10,000 | 4,261 | 43% |
| 101-21-7035 | Mt.Olive Entrance & Trail | 12,000 | 6,184 | 52% | 12,000 | 3,844 | 32% |
| 101-21-7045 | Lemon/RO Horse Trail | 7,000 | 1,685 | 24% | 7,000 | 869 | 12% |
| 101-21-7060 | Street Tree Trimming | 15,000 | 16,956 | 113% | 15,000 | 8,245 | 55% |
| | | 61,000 | 47,455 | 78% | 61,500 | 25,907 | 42% |
| Public Safety Division: | | | | | | | |
| 101-23-6210 | Special Departmental Services | | 42 | #DIV/0! | 50 | 46 | 92% |
| 101-23-7410 | Contract Services Sheriff | 126,940 | 105,783 | 83% | 128,000 | 74,804 | 58% |
| 101-23-7420 | City Hall Security | 3,000 | 4,770 | 159% | 3,500 | 1,620 | 46% |
| 101-23-7450 | Code Enforcement | 12,000 | 1,439 | 12% | 1,500 | 1,264 | 84% |
| 101-23-7757 | AED Purchase | | | #DIV/0! | | - | #DIV/0! |
| | | 141,940 | 112,034 | 79% | 133,050 | 77,734 | 58% |
| Emergency Preparedness Division: | | | | | | | |
| 101-24-6010 | Seminars & Training | 110 | 65 | 59% | 100 | - | 0% |
| 101-24-6020 | Meetings & Conferences | 500 | | 0% | 500 | 16 | 3% |
| 101-24-6030 | Memberships & Dues | 400 | 360 | 90% | 450 | 900 | 200% |
| 101-24-6100 | Events & Awards | 200 | | 0% | 200 | - | 0% |
| 101-24-6470 | Maintenance & Supplies | 5,500 | 261 | 5% | 5,000 | 1,325 | 27% |
| 101-24-6480 | Civic Center Generator | 1,000 | 291 | 29% | 300 | - | 0% |
| 101-24-7245 | Hazard Mitigation Plan | - | | #DIV/0! | - | - | #DIV/0! |
| | | 7,710 | 977 | 13% | 6,550 | 2,241 | 34% |

Expenditures

| Account Description | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|---|-------------------|-----------------------------|------------|-------------------|-----------------------------|------------|
| Animal & Pest Control Division: | | | | | | |
| 101-25-7000 Animal Control Services | 11,450 | 10,496 | 92% | 8,500 | 4,914 | 58% |
| 101-25-7010 Pest Control Services | 500 | | 0% | 500 | - | 0% |
| | 11,950 | 10,496 | 88% | 9,000 | 4,914 | 55% |
| Intergovernmental Relations Division: | | | | | | |
| 101-30-6030 Memberships & Dues | 10,500 | 12,078 | 115% | 11,000 | 9,967 | 91% |
| | 10,500 | 12,078 | 115% | 11,000 | 9,967 | 91% |
| General Fund Totals | 1,129,835 | 968,550 | 86% | 1,089,101 | 627,123 | 58% |
| Utility Users Tax Fund: | | | | | | |
| 102-42-7630 NPDES Stormwater Compliance | 90,000 | 16,128 | 18% | 1,600 | 10,310 | 644% |
| | 90,000 | 16,128 | 18% | 1,600 | 10,310 | 644% |
| Deposits Fund: | | | | | | |
| 103-00-2039 Chadwick Ranch Development | 75,000 | 92,263 | 123% | 50,000 | | 0% |
| | 75,000 | 92,263 | 123% | 50,000 | - | 0% |
| Long Term Planning Fee Fund: | | | | | | |
| 112-20-7245 General Plan Expense | 2,000 | - | 0% | - | - | #DIV/0! |
| | 2,000 | - | - | - | - | #DIV/0! |
| Technology Fee Fund: | | | | | | |
| 113-20-4500 Permit Digitizing | - | - | #DIV/0! | | - | #DIV/0! |
| 113-20-7730 Website | 3,000 | 1,800 | 60% | 5,000 | - | 0% |
| 113-20-8120 Capital Equipment-Server & Copier | 10,000 | 19,648 | 196% | 12,000 | 8,771 | 73% |
| | 13,000 | 21,448 | 165% | 17,000 | 8,771 | 52% |
| Gas Tax Fund: | | | | | | |
| 200-48-6400 Utilities-Select System | 11,000 | 11,389 | 104% | 11,000 | 7,419 | 67% |
| 200-48-6410 Street Lights | 10,000 | 10,468 | 105% | 11,000 | 6,798 | 62% |
| 200-48-7000 PW Contract Services | 1,000 | 763 | 76% | 600 | - | 0% |
| 200-48-7290 Street Sweeping | 4,000 | 4,384 | 110% | 4,000 | 939 | 23% |
| 200-48-7750 Wild Rose Project | 25,097 | 14,168 | 56% | 6,430 | 605 | 9% |
| | 51,097 | 41,172 | 81% | 33,030 | 15,761 | 48% |
| SB1 Gas Tax Fund: | | | | | | |
| 201-48-7750 Wild Rose Project | 81,615 | 18,281 | 22% | 61,070 | 53,384 | 87% |
| 201-48-7755 City Wide Slurry Seal | | | #DIV/0! | | - | #DIV/0! |
| | 81,615 | 18,281 | 22% | 61,070 | 53,384 | 87% |
| Prop. A Fund: | | | | | | |
| 203-00-7600 Sale of Prop. A Funds | | | | | | |
| | - | - | #DIV/0! | - | - | #DIV/0! |
| Prop. C Fund: | | | | | | |
| 204-20-6030 Memberships & Dues | 900 | 353 | 39% | 400 | - | 0% |
| 204-40-7325 Transit Services | 9,000 | 7,745 | 86% | 8,449 | 4,224 | 50% |
| 204-48-7745 Royal Oaks North Curb Extension | | | | - | - | |
| 204-48-7750 Wild Rose Project | 36,570 | 15,348 | | 21,220 | 604 | |
| | 46,470 | 23,446 | 50% | 30,069 | 4,828 | 16% |
| Transportation Development Act Fund: | | | | | | |
| 205-48-7045 RO Trail | - | 2,600 | #DIV/0! | 5,000 | - | 0% |
| 205-48-7720 Lemon/RO Horse Trail Project | - | | #DIV/0! | - | - | #DIV/0! |
| 205-48-7735 Royal Oaks & Mt. Olive Trail Rehab. | 5,000 | 2,920 | 58% | - | - | #DIV/0! |
| 205-00-7760 Return of Funds | - | - | #DIV/0! | - | - | #DIV/0! |
| | 5,000 | 5,520 | #DIV/0! | 5,000 | - | #DIV/0! |

Expenditures

| Account Description | | 2021-22 Budget | 2021-22 YTD @ 06/30/2022 | 2022-23 Budget | 2022-23 YTD @ 01/31/2023 | |
|--|------------------------------------|-------------------|-----------------------------|-------------------|-----------------------------|----------------|
| Sewer Fund: | | | | | | |
| 206-50-7601 | Mt. Olive Lane Sewer Project | - | - | #DIV/0! | - | - |
| 206-50-7602 | DUSD Message Board | - | - | #DIV/0! | - | - |
| 206-50-7606 | Winston Ave Project | - | - | #DIV/0! | - | - |
| | | 665,476 | - | 0% | - | #DIV/0! |
| STPL Fund: | | | | | | |
| 208-48-7750 | Wild Rose Project | 1,055 | - | 0% | 1,055 | - |
| | | 1,055 | - | 0% | 1,055 | - |
| Recycling Grant Fund: | | | | | | |
| 209-35-7300 | Recycling Education | 5,000 | - | 0% | 5,000 | - |
| | | 5,000 | - | - | 5,000 | - |
| Measure R Fund: | | | | | | |
| 210-48-7750 | Wild Rose Project | 88,739 | - | 0% | 88,739 | 15,886 |
| | | 88,739 | - | 0% | 88,739 | 15,886 |
| Measure M Fund | | | | | | |
| 212-48-7750 | Wild Rose Project | 58,470 | | 0% | 58,470 | - |
| | | 58,470 | - | 0% | 58,470 | - |
| Measure W Fund | | | | | | |
| 213-42-7630 | NPDES Stormwater Compliance | | | 50,506 | - | |
| | | 50,500 | 42,230 | 84% | 50,506 | - |
| Citizen's Option for Public Safety (COPS) Fund: | | | | | | |
| 215-23-7410 | Contract Services Sheriff | 50,000 | 50,000 | 100% | - | #DIV/0! |
| 215-23-7411 | Contract CSO Services & Supplies | 56,500 | 52,116 | 92% | 55,000 | 277 |
| | | 106,500 | 102,116 | 96% | 55,000 | 277 |
| County Park Grant: | | | | | | |
| 217-21-7650 | Civic Center Park | 1,000 | - | 0% | 1,000 | - |
| | | 1,000 | - | 0% | 1,000 | - |
| Fire Safe Grant 14-USFS-SFA-0053: | | | | | | |
| 219-21-7761 | Community Wildfire Protection Plan | 30,934 | 3,555 | 11% | 5,000 | 1,885 |
| | | 30,934 | 3,555 | 11% | 5,000 | 1,885 |
| ARPA Fund: | | | | | | |
| 220-00-5000 | Operating Transfers Out | - | - | #DIV/0! | 132,500 | - |
| 220-00-6215 | ARPA Expenses | 100,000 | - | 0% | 5,300 | - |
| | | 100,000 | - | 0% | 137,800 | - |
| Total Expenditures | | 2,601,691 | 1,334,709 | 51% | 1,689,440 | 738,225 |



Bruce Lathrop Mayor (District 4)
Rick Barakat, Mayor Pro-Tem (District 3)
Monte Lewis, Councilmember (District 2)
Elizabeth Bruny, Councilmember (District 5)
Richard Hale, Council Member (District 1)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Diane Jensen, Assistant City Clerk

DATE: February 21, 2023

SUBJECT: **PLANNING COMMISSIONER APPOINTMENT DISTRICT 2**

ATTACHMENT: 1) Committee Application, Melodie Szymkowski

SUMMARY

At this time the Planning Commission has one (1) vacancy to be filled due to the resignation of Commissioner Bill Novodor. This current commission vacancy has been properly noticed per the requirements of the Maddy Act. Staff recommends that the City Council fill this vacancy.

ANALYSIS

The current Planning Commission vacancy was noticed per the requirements of the Maddy Act. The Planning Commission meets the fourth Wednesday of the month. The primary staff liaison is the City Planner.

The following is the recommended Commissioner for appointment to the Planning Commission:

| <u>Proposed Commissioner</u> | <u>Term</u> | <u>Appointment</u> | <u>Expires</u> |
|-------------------------------------|------------------------------|---|-----------------------|
| Melodie Szymkowski District 2 | Balance of remaining term | Immediately following Council's Vote | September 2024 |

FINANCIAL REVIEW

Appointment of Commissioner will have no financial impact on the City.

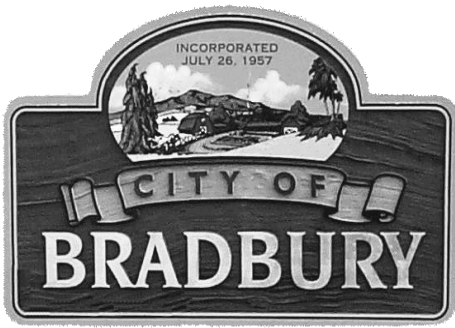
STAFF RECOMMENDATION

It is recommended that the City Council confirm the appointment of Melodie Szymkowski, Planning Commissioner for District 2 as stated above for the remainder of the current 2-year term ending September 2024.

FOR CITY COUNCIL AGENDA 2-21

AGENDA ITEM # 1.7

ATTACHMENT #1



Bruce Lathrop, Mayor (District 4)
Richard Barakat, Mayor Pro Tem (District 3)
Richard Hale, Council Member (District 1)
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: David Gilbertson, City Engineer

DATE: February 21, 2023

SUBJECT: **Approval of Costs, Plans, and Contract Specifications for the Lemon Avenue Trail Project**

ATTACHMENTS: 1) Improvement Plans
2) Contract Specifications

SUMMARY

The City Council will consider the approval of plans and the authorization to receive formal bids for the installation of a pathway on Lemon Avenue from Winston Avenue to the westerly City limit. It is recommended that the City Council approve the plans and authorize the City Engineer to advertise to receive formal bids.

BACKGROUND

In 2020, the City Council explored the possibility of installing a multi-purpose trail on either Winston and/or Lemon Avenue. Due to costs and other obstacles, the project did not move forward at that time. In 2021, the City was made aware of State funds allocated to the City of Bradbury through the Per Capita Program. Moving forward, the City Council decided to use the grant funds to install a trail on Lemon Avenue based on the initial assessment from their discussion in 2020.

ANALYSIS

The proposed pathway improvements would be along the south side of the street and would be completely within the existing 6' parkway. The surface would consist of 4" thick stabilized decomposed granite material with a 1" x 4" composite header board to hold it in place. The project would also consist of the installation of 3' high, 2-rail, white vinyl fencing. This matches the trail and fencing that was installed along the westerly side of Mt. Olive Drive in 2011.

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

Staff met individually with all of the affected residents along the south side of Lemon Avenue, with the exception of property owner for 1524 Lemon Avenue, to discuss the project and review any impacts to their existing improvements. Each property has varying impacts caused by the proposed project.

1404 Lemon Avenue – The property frontage currently consists of landscaping (bark, plants), circular concrete driveway, wrought iron fencing and sliding gates, and a brick mailbox and entry walkway. The wrought iron fencing is setback approximately 3 to 12 feet from the property line. The project will require the removal of the ground cover in the parkway. In order to retain the brick mailbox and walkway, the property owner would be required to grant a pedestrian access easement to the City so that a 3' wide ADA path can be preserved behind the mailbox. The most westerly 50' of the existing Lemon Avenue curb widens to join the existing curb in Monrovia. In order to construct the last portion of the trail, a dedication is required from the property owner to complete the trail to the city limits. If the dedication is not granted, then the last portion (40') of the trail cannot be constructed. Since the property currently has a wrought iron fence adjacent to the right-of-way line, they are requesting that no white vinyl fencing be installed along the property frontage.



1422 and 1426 Lemon Avenue - The property frontage currently consists of ornamental landscaping (sod, plants), concrete mow curb, circular concrete driveway, and decorative mailboxes. The mailboxes and concrete driveway will be protected in place.



1430 Lemon Avenue - The property frontage currently consists of a mature overgrown hedge, large boulders, a circular driveway, and a decorative mailbox. The project would reconstruct the existing easterly A.C. driveway. This will require the property owner to grant a pedestrian access easement to the City in order to provide a 4' wide level area at the back of the driveway apron.



1442 Lemon Avenue - The property frontage currently consists of a white 3-rail wood fence with rock pilasters, a mature hedge in front of the fencing, rock ground cover, circular A.C. driveway, and a decorative mailbox. The project would reconstruct both A.C. driveways. This would require the property owner to grant a pedestrian access easement to the City in order to provide a 4' wide level area at the back of the driveway apron. Since the property currently has an existing decorative fence close to the right-of-way line, they are requesting that the existing fence/pilasters be protected in place and no white vinyl fencing be installed along the property frontage.



1456 Lemon Avenue – The property frontage currently consists of a wooden 3-rail fence and wire mesh near the right-of-way line, bark ground cover, and a decorative mailbox. The project would reconstruct the common A.C. driveway. This would require the property owner to grant a pedestrian access easement to the City in order to provide a 4' wide level area at the back of the driveway apron. The property is currently undergoing a complete remodel to the residence. The property owner was conditioned as part of the project approval to relocate the existing fence to be setback 10' from the right-of-way line. The property owner requests that the existing fence be allowed to remain in its present location. They have agreed to paint it white. This would eliminate a potential 10' gap between the relocated fence and the trail fence.



1512 Lemon Avenue - The property frontage currently consists of a white fence in proximity to the right-of-way line, a mature bougainvillea hedge in the parkway, common A.C. driveway,

and a decorative mailbox. The project would reconstruct the common A.C. driveway. This would require the property owner to grant a pedestrian access easement to the City in order to provide a 4' wide level area at the back of the driveway apron. The property was recently purchased and the new property owner intends to use the front pasture for the boarding of horses. They recently installed 5' high 3-rail white vinyl fencing with wire mesh along both side property lines. They are requesting that the City install a 5' high 3-rail white vinyl fence and wire mesh to match the side property line fencing.



1524 Lemon Avenue - The property frontage currently consists of sparse landscaping, a mature Oak tree with river rock around the base, A.C. driveway, and a decorative mailbox. The Oak tree will be protected in place, however, some of the river rocks would need to be removed in order to install the trail material. The project would also reconstruct the A.C. driveway.



1550 Lemon Avenue - The property frontage currently consists of sparse landscaping, a mature Oak tree, A.C. driveway, and a decorative mailbox. The Oak tree will be protected in place. The property is currently undergoing a complete remodel to the residence. The property owner will reconstruct the driveway as part of the rehabilitation project.



FINANCIAL REVIEW

The total project cost is anticipated to be \$207,000. A breakdown of the project costs is as follows:

| | |
|--|------------------|
| Construction (including 10% contingency) | \$171,000 |
| Plan Preparation | \$12,000 |
| Additional Engineering Services (title reports, legal descriptions, additional topo survey, resident outreach) | \$16,000 |
| CM, Inspection, and Grant Fund Administration | \$8,000 |
| TOTAL COST | \$207,000 |

The State has allocated \$178,655 to the City of Bradbury through their General Per Capita Program. The grant does not require any monetary or in-kind match since the project is within a radius of a severely disadvantaged community.

Current anticipated costs exceed the grant by \$28,345, and general fund money would need to be utilized to cover the gap. Individual meetings with property owners on the south side of Lemon Avenue have been more time intensive than originally anticipated and the need for additional topographic survey of the existing private driveways are mostly the cause for the discrepancy in grant award verses current anticipated costs.

PUBLIC NOTICE PROCESS

Staff met individually with all of the affected residents along the south side of Lemon Avenue, with the exception of property owner for 1524 Lemon Avenue, to discuss the project and review any impacts to their existing improvements. On February 3, 2023, postal letters were also sent out to all residents on Lemon Avenue, north and south side, notifying them of the project discussion during the regularly scheduled February City Council meeting. The letter also directed residents to the Lemon Avenue Trail webpage on the City's website, which contained updated information on the project and preliminary improvement plans. This allowed all residents on Lemon Avenue several weeks to better understand the project and review preliminary plans.

On February 10, 2023, the City of Monrovia blasted out information on the Lemon Trail Project through their weekly City Manager's Update. Monrovia desired to bring awareness of the project to their constituents due to it bordering up to the eastern limits of Monrovia.

STAFF RECOMMENDATION

It is recommended that the City Council approve the plans and specifications and authorize the City Engineer to advertise and receive formal bids.

ATTACHMENT #1

1. ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS.
2. APPLICATION FOR INSPECTION TO THE CITY OF BRADBURY DEPARTMENT OF PUBLIC WORKS SHALL BE MADE BY THE CONTRACTOR BEFORE THE SERVICES THEREOF WILL BE REQUIRED. PHONE NO. (626) 358-3218. REQUESTS FOR INSPECTION SHALL BE MADE 48 HOURS IN ADVANCE OF REQUIRED INSPECTION.
3. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PREVENT MAXIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH SUBDIVISION CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER TO INTERFERE WITH CERTAIN MONUMENTS AS REQUIRED BY CITY ORDINANCE FOR NEW DEVELOPMENTS AND REPLACEMENT OF DISTURBED OR COVERED EXISTING MONUMENTS.
7. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
8. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP, AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
9. ALL TRAFFIC CONTROL DEVICES, SIGNS, MARKINGS OR STRIPING SHALL BE IN PLACE PRIOR TO STREET CONSTRUCTION. TRAFFIC CONTROL SHALL BE APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
10. DRIVEWAY INFORMATION IS TENTATIVE. CONTRACTOR SHALL CONSULT WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
13. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
14. TREES, FOLIAGE, SIGNS, AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND. THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
16. THE CONTRACTOR SHALL ADJUST ALL MANHOLE AND VALVE COVERS TO FINISHED GRADE.
17. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (C.A.M.U.T.C.D.) TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS. THE CONTRACTOR WILL BE ALLOWED TO PARTIALLY CLOSE STREETS WITHIN THE PROJECT AREA TO TRAFFIC FROM 8:00 A.M. TO 4:30 P.M., EXCEPT THAT NO TWO ADJACENT STREETS SHALL BE CLOSED AT ANY ONE TIME.
18. THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, SHERIFF'S DEPARTMENT, FIRE DEPARTMENT, BONITA UNIFIED SCHOOL DISTRICT AND AREA HOSPITALS IN THE EVENT OF A CHANGE IN STREET CLOSURE TO THE AND/OR PUBLIC SAFETY VEHICLE RESTRICTIONS, AND ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
19. AS REQUIRED BY THE DIRECTOR OF PUBLIC WORKS, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION, IS INCOMPLETE.
20. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT.
21. THE CONTRACTOR SHALL REPLACE/ADJUST THE IRRIGATION SYSTEM TO LANDSCAPE IN THE MEDIUM AND FOR WORK BEHIND BACK OF WALK AS NECESSARY TO ENSURE FULL FUNCTIONALITY AND MAINTENANCE OF THE LANDSCAPE.

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE IMMEDIATELY CLEANED UP AND IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SLOD WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLES OR TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. ANY SLOPES WITH DISTURBED SOILS OR DENuded OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
8. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR):
9. CONTRACTOR WILL NOT USE STRAW IN THE RIGHT OF WAY. CATCH BASINS WILL BE PROTECTED BY FABRIC AND GRAVEL BAGS.

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE LOCAL GOVERNMENT AGENCIES, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

| | |
|-------|-------------------------------------|
| EC-1 | SCHEDULING |
| EC-2 | PRESERVATION OF EXISTING VEGETATION |
| EC-3 | HYDRAULIC MULCH |
| EC-4 | HYDROSEEDING |
| EC-5 | SOIL BINDERS |
| EC-6 | STRAW MULCH |
| EC-7 | GEOTEXTILES & MATS |
| EC-8 | WOOD MULCHING |
| EC-9 | EARTH DIKES AND DRAINAGE SWALES |
| EC-10 | VELOCITY DISSIPATION DEVICES |
| EC-11 | SLOPE DRAINS |
| EC-12 | STREAM BANK STABILIZATION |
| EC-13 | RESERVED |
| EC-14 | COMPOST BLANKETS |
| EC-15 | SOIL PREPARATION\ROUGHENING |
| EC-16 | NON-VEGETATED STABILIZATION |

| | |
|-------|-----------------------------------|
| NS-1 | WATER CONSERVATION PRACTICES |
| NS-2 | DEWATERING OPERATIONS |
| NS-3 | PAVING AND GRINDING OPERATIONS |
| NS-4 | TEMPORARY STREAM CROSSING |
| NS-5 | CLEARING, CUTTER DIVERGENCE |
| NS-6 | ILLICIT CONNECTION/DISCHARGE |
| NS-7 | POTABLE WATER/IRRIGATION |
| NS-8 | VEHICLE AND EQUIPMENT CLEANING |
| NS-9 | VEHICLE AND EQUIPMENT FUELING |
| NS-10 | VEHICLE AND EQUIPMENT MAINTENANCE |
| NS-11 | PILE DRIVING OPERATIONS |
| NS-12 | CONCRETE CURING |
| NS-13 | CONCRETE FINISHING |
| NS-14 | MATERIAL AND EQUIPMENT USE |
| NS-15 | DEMOLITION ADJACENT TO WATER |
| NS-16 | TEMPORARY BATCH PLANTS |

- SE-1 SILT FENCE
- SE-2 SEDIMENT BASIN
- SE-3 SEDIMENT TRAP
- SE-4 CHECK DAM
- SE-5 FIBER ROLLS
- SE-6 GRAVEL BAG BERM
- SE-7 STREET SWEEPING AND VACUUMING
- SE-8 SANDBAG BARRIER
- SE-9 STRAW BALE BARRIER
- SE-10 STORM DRAIN INLET PROTECTION
- SE-11 ACTIVE TREATMENT SYSTEMS
- SE-12 MANUFACTURED LINEAR SEDIMENT CONTROLS
- SE-13 COMPOST SOCKS AND BERMS
- SE-14 BIOFILTER BAGS

| | |
|-------|----------------------------------|
| WM-1 | MATERIAL DELIVERY AND STORAGE |
| WM-2 | MATERIAL USE |
| WM-3 | STOCKPILE MANAGEMENT |
| WM-4 | SPILL PREVENTION AND CONTROL |
| WM-5 | SOLID WASTE MANAGEMENT |
| WM-6 | HAZARDOUS WASTE MANAGEMENT |
| WM-7 | CONTAMINATED SOIL MANAGEMENT |
| WM-8 | CONCRETE WASTE MANAGEMENT |
| WM-9 | SANITARY/SEPTIC WASTE MANAGEMENT |
| WM-10 | LIQUID WASTE MANAGEMENT |

| | |
|------|----------------------------------|
| TC-1 | STABILIZED CONSTRUCTION ENTRANCE |
| TC-2 | STABILIZED CONSTRUCTION ROADWAY |
| TC-3 | ENTRANCE/OUTLET TIRE WASH |

CITY OF BRADBURY
600 WINSTON AVENUE
BRADBURY, CA 91008
TEL: (626) 358-3218

CAL AMERICAN WATER
8657 GRAND AVENUE
ROSEMEAD, CA 91770
TEL: (916) 467-0541
CONTACT: ABDUL SAMIN HAJIZADA

SOUTHERN CALIFORNIA EDISON CO.
1440 S. CALIFORNIA AVE.
MONROVIA, CA 91016
TEL: (626) 303-8490
CONTACT: PLANNING SUPERVISOR

THE GAS COMPANY
1919 S. STATE COLLEGE BLVD.
ANAHEIM, CA 92806
TEL: (714) 634-5067
CONTACT: RYAN LOPEZ

4787 IRWINDALE AVE.
IRWINDALE, CA 91706
TEL: (626) 430-3337
CONTACT: JAMES BIGGS

| SHEET NO. | DESCRIPTION |
|-----------|------------------------------|
| 1 | TITLE SHEET |
| 2 | PROJECT LIMITS TO STA. 16+00 |
| 3 | STA. 16+00 TO STA. 22+00 |
| 4 | STA. 22+00 TO PROJECT LIMITS |

| Δ | DATE | DESCRIPTION | APP'D | DATE |
|------------------|------|-------------|-------|------|
| REVISIONS | | | | |

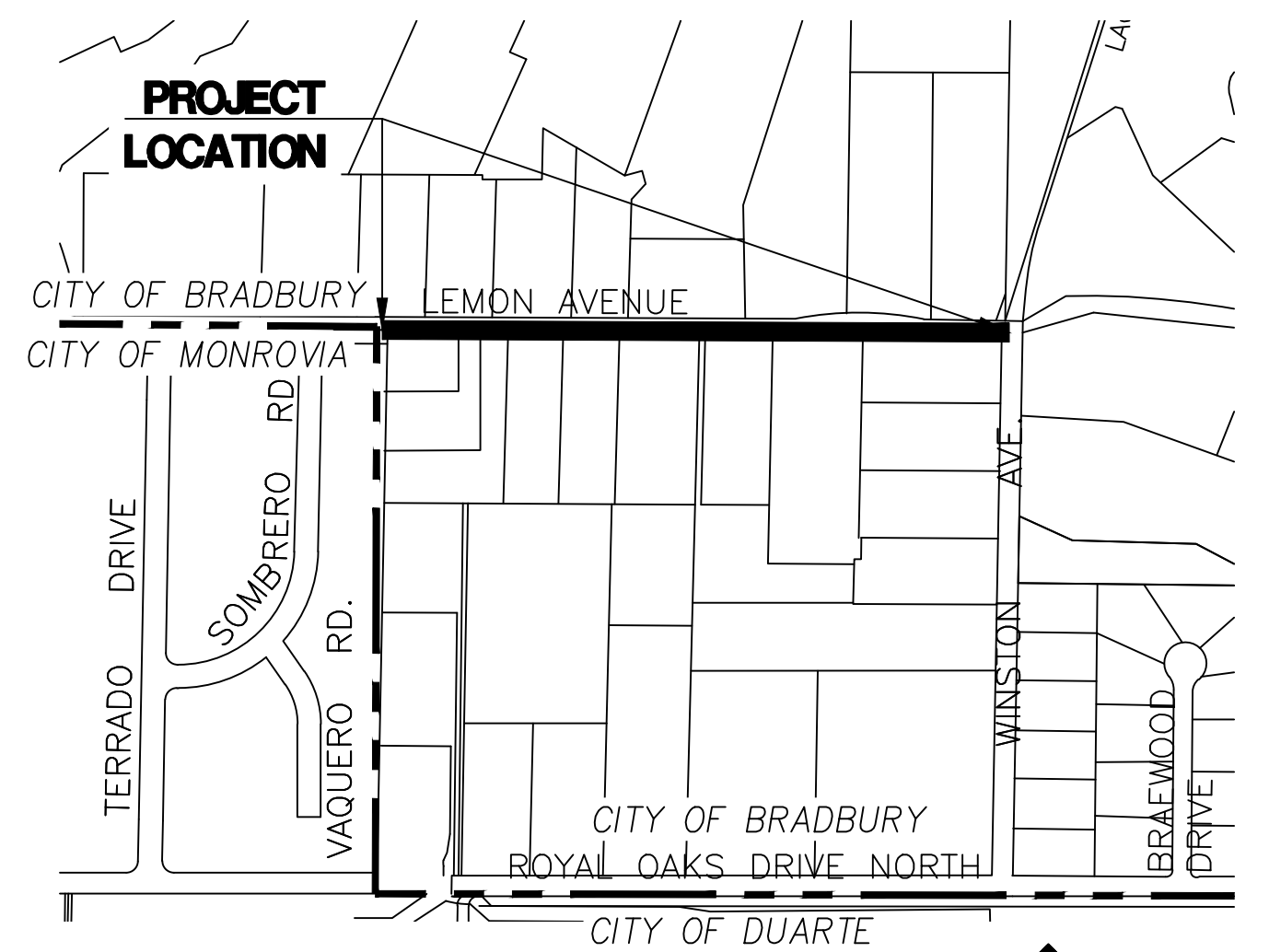
WINSTON AVENUE

- SHEET 4

SHEET 3

- SHEET 2

LOCATION MAP
NOT TO SCALE



| | | | |
|---|--|-------|----------|
| ① | PROTECT-IN-PLACE. | _____ | 9 EA |
| ② | NOT USED. | _____ | |
| ③ | ADJUST EXISTING PULLBOX TO FINISHED SURFACE. | _____ | 1 LS |
| ④ | REMOVE EXISTING LANDSCAPE. | _____ | 1,400 SF |
| ⑤ | REMOVE EXISTING ASPHALT/ASPHALT DRIVEWAY. | _____ | 5 LF |
| ⑥ | SAWCUT AND REMOVE EXISTING PORTION OF WALL. | _____ | 550 SF |
| ⑦ | CONSTRUCT FULL DEPTH AC PAVEMENT. | _____ | |
| ⑧ | NOT USED. | _____ | |
| ⑨ | CONSTRUCT PCC RESIDENTIAL DRIVEWAY TYPE A PER SPPWC STANDARD PLAN NO. 100-2 (WIDTH PER PLAN). | _____ | 1,200 SF |
| ⑩ | CONSTRUCT ADA CURB RAMP PER SPPWC STANDARD PLAN NO. 111-5, CASE AND TYPE PER PLAN. | _____ | 1 EA |
| ⑪ | RELOCATE EXISTING SIGN. | _____ | 1 EA |
| ⑫ | EXCAVATE TO 4" BELOW EXISTING SURFACE, GRADE AND COMPACT EXISTING MATERIAL TO 95% COMPACTION, LEAVING SURFACE 4" BELOW PROPOSED FINISHED GRADE. HAUL OFF EXCESS MATERIAL. CONSTRUCT 4" POLYMER COATED TRAIL SURFACE. | _____ | 6,200 SF |
| ⑬ | FURNISH AND INSTALL 3' VINYL EQUESTRIAN TRAIL FENCING. | _____ | 530 LF |
| ⑭ | CONSTRUCT 1"x4" COMPOSITE HEADERBOARD. | _____ | 1,100 LF |
| ⑮ | REMOVE EXISTING MOW STRIP. | _____ | 1 LS |
| ⑯ | SAWCUT AND REMOVE EXISTING CURB AND GUTTER. | _____ | 150 LF |
| ⑰ | REMOVE EXISTING AND CONSTRUCT 4" P.C.C. CONCRETE. | _____ | 15 SF |
| ⑱ | REMOVE & SALVAGE EXISTING LANDSCAPE. | _____ | 1 LS |
| ⑲ | INSTALL 1/2"x1/2" WIRE MESH ON FENCE TO MATCH EXISTING. | _____ | 150 LF |
| ⑳ | INSTALL CUSTOM 5' HIGH 3-RAIL WHITE VINYL FENCE TO MATCH EXISTING. | _____ | 150 LF |

CALL BEFORE YOU DIG

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.

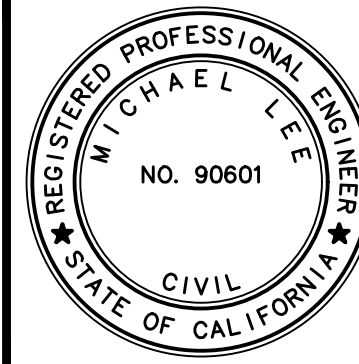
1-800-422-4133

CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY 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.

THE BEARING AND COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83), ZONE 5 DATUM , BASED LOCALLY ON A LINE BETWEEN NGS CONTROL POINTS EV3794 AND EV 3841, BEING N84°35'29"W, 1991.35 EPOCH.

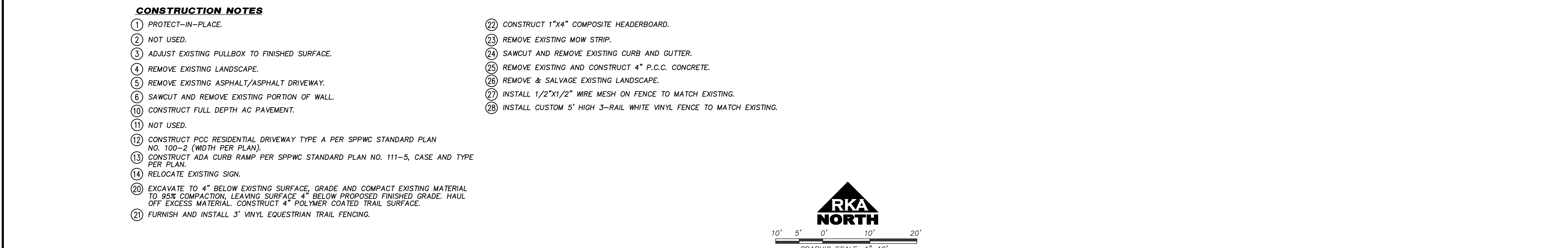
LOS ANGELES COUNTY BENCH MARK NO. G3263.
DESCRIPTION: CSBM MON IN N END C.B. 5.5M (18FT) S/O BCR @
SE COR HUNTINGTON DR & HIGHLAND AVE MKD (BM 1-15C 1968).
ELEVATION = 533.861.

APPROVED BY: DAVID GILBERTSON DATE
CITY ENGINEER



**CITY OF BRADBURY
LEMON AVENUE TRAIL IMPROVEMENTS**

SHEET
1
OF
4
SHEETS



SEE SHEET 2
MATCHLINE STA 16+00

MATCHLINE STA 19+00
SEE BOTTOM BELOW

SEE TOP RIGHT
MATCHLINE STA 16+00

MATCHLINE STA 22+00
SEE SHEET 4

LEMON AVENUE

1456 LEMON AVE
APN: 8527-023-005

LEMON AVENUE

1524 LEMON AVE
APN: 8527-023-014

CONSTRUCTION NOTES

- (1) PROTECT-IN-PLACE.
- (2) NOT USED.
- (3) ADJUST EXISTING PULLBOX TO FINISHED SURFACE.
- (4) REMOVE EXISTING LANDSCAPE.
- (5) REMOVE EXISTING ASPHALT/ASPHALT DRIVEWAY.
- (6) SAWCUT AND REMOVE EXISTING PORTION OF WALL.
- (10) CONSTRUCT FULL DEPTH AC PAVEMENT.
- (11) NOT USED.
- (12) CONSTRUCT PCC RESIDENTIAL DRIVEWAY TYPE A PER SPPWC STANDARD PLAN NO. 100-2 (WIDTH PER PLAN).
- (13) CONSTRUCT ADA CURB RAMP PER SPPWC STANDARD PLAN NO. 111-5, CASE AND TYPE PER PLAN.
- (14) RELOCATE EXISTING SIGN.
- (20) EXCAVATE TO 4" BELOW EXISTING SURFACE, GRADE AND COMPACT EXISTING MATERIAL TO 95% COMPACTION, LEAVING SURFACE 4" BELOW PROPOSED FINISHED GRADE. HAUL OFF EXCESS MATERIAL. CONSTRUCT 4" POLYMER COATED TRAIL SURFACE.
- (21) FURNISH AND INSTALL 3' VINYL EQUESTRIAN TRAIL FENCING.
- (22) CONSTRUCT 1"x4" COMPOSITE HEADERBOARD.
- (23) REMOVE EXISTING MOW STRIP.
- (24) SAWCUT AND REMOVE EXISTING CURB AND GUTTER.
- (25) REMOVE EXISTING AND CONSTRUCT 4" P.C.C. CONCRETE.
- (26) REMOVE & SALVAGE EXISTING LANDSCAPE.
- (27) INSTALL 1/2"x1/2" WIRE MESH ON FENCE TO MATCH EXISTING.
- (28) INSTALL CUSTOM 5' HIGH 3-RAIL WHITE VINYL FENCE TO MATCH EXISTING.



10' 5' 0' 10' 20'
GRAPHIC SCALE: 1"=10'

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.

BASIS OF BEARING:
THE BEARING AND COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (NAD83), ZONE 5 DATUM, BASED LOCALLY ON A LINE BETWEEN NGS CONTROL POINTS EV3794 AND EV 3841, BEING N84°35'29"W, 1991.35 EPOCH.
BENCHMARK:
LOS ANGELES COUNTY BENCH MARK NO. 63263.
DESCRIPTION: CSM MON IN N END C.B. 5.5M (18FT) S/O BOR @ SE COR HUNTINGTON DR & HIGHLAND AVE MID (BM 1-15C 1968), ELEVATION = 533.861.

| Δ | DATE | DESCRIPTION | APP'D | DATE |
|-----------|------|-------------|-------|------|
| REVISIONS | | | | |
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CITY OF BRADBURY

APPROVED BY:
DAVID GILBERTSON
CITY ENGINEER



MICHAEL LEE RCE 90601 DATE

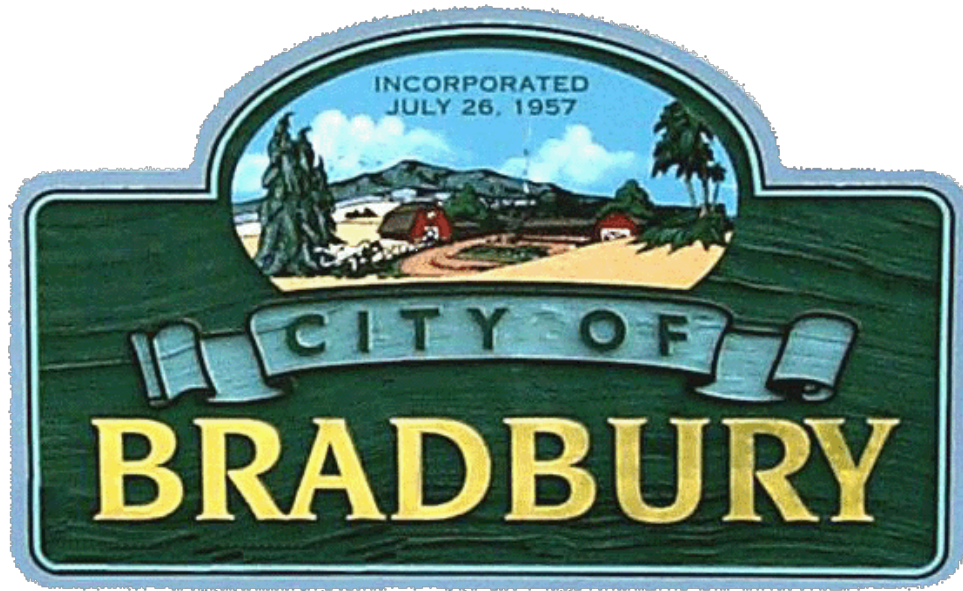
STREET IMPROVEMENT PLANS

CITY OF BRADBURY
LEMON AVENUE TRAIL IMPROVEMENTS
STA 16+00 TO 22+00

SHEET
3
OF
4
SHEETS

ATTACHMENT #2

CITY OF BRADBURY



LEMON TRAIL IMPROVEMENTS PROJECT

CONTRACT DOCUMENTS



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CITY OF BRADBURY

NOTICE INVITING BIDS

The City of Bradbury ("City") will receive sealed bids for the **Lemon Trail Improvements Project** at the office of the City Clerk, City of Bradbury City Hall, 600 Winston Avenue, Bradbury, California until no later than **March 30, 2023 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 C-27.

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 according 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 Michael Lee at (909) 594-9702.

ENGINEER'S ESTIMATE: \$170,000.00

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 mlee@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 _____ {company's name} _____ for the Lemon Trail Improvements 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:

LEMON TRAIL IMPROVEMENTS PROJECT

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:

BID SCHEDULE

| NO. | ITEM DESCRIPTION | UNIT OF MEASURE | EST. QTY. | UNIT PRICE | ITEM COST |
|-----|--|-----------------|-----------|------------|-----------|
| 1 | Bonding, NPDES Requirements, Mobilization, and Site Safety | LS | 1 | | |
| 2 | Adjust Existing Pullbox to Finished Surface | EA | 9 | | |
| 3 | Remove Existing Landscape | LS | 1 | | |
| 4 | Remove Existing Asphalt/Asphalt Driveway | SF | 1,400 | | |
| 5 | Construct Full Depth AC Pavement | SF | 550 | | |
| 6 | Construct PCC Residential Driveway Type A Per SPPWC Standard Plan No. 100-2 (Width Per Plan) | SF | 1,200 | | |
| 7 | Construct ADA Curb Ramp Per SPPWC Standard Plan No. 111-5, Case and Type Per Plan | EA | 1 | | |
| 8 | Relocate Existing Sign | EA | 1 | | |

BID SCHEDULE

| NO. | ITEM DESCRIPTION | UNIT OF MEASURE | EST. QTY. | UNIT PRICE | ITEM COST |
|------------|--|------------------------|------------------|-------------------|------------------|
| 9 | Excavate to 4" Below Existing Surface, Grade and Compact Existing Material to 96% Compaction, Leaving Surface 4" Below Proposed Finished Grade. Haul off Excess Material | SF | 6,200 | | |
| 10 | Construct 4" Polymer Coated Trail Surfacing | SF | 6,200 | | |
| 11 | Furnish and Install 3' White Vinyl Equestrian Trail Fencing | LF | 530 | | |
| 12 | Construct 1"x4" Composite Headerboard | LF | 1,050 | | |
| 13 | Remove Existing Mow Strip | LS | 1 | | |
| 14 | Sawcut and Remove Existing Curb and Gutter | LF | 150 | | |
| 15 | Remove Existing and Construct 4" PCC Concrete | SF | 15 | | |
| 16 | Remove and Salvage Existing Landscape | LS | 1 | | |
| 17 | Install 1/2"x1/2" Wire Mesh on Fence | LF | 150 | | |
| 18 | Install Custom 5' High 3-Rail Vinyl Fence to Match Existing | LF | 150 | | |
| 19 | Sawcut and Remove Existing Portion of Wall | LF | 5 | | |

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

BID SCHEDULE

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 Bid Price in Numbers

Total 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 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 **Lemon Trail Improvements 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 _____

BID 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-Attorney to local representatives of the bonding company must be attached hereto.

BID BOND

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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 |
|-----------------|----------------|---------------|----------------------|------------|
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DESIGNATION OF SUBCONTRACTORS

| Portion of Work | License Number | Subcontractor | Location of Business | DIR Number |
|------------------------|-----------------------|----------------------|-----------------------------|-------------------|
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

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

LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

[illegible]

INFORMATION REQUIRED OF BIDDERS

LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder’s ability to perform the required Work.

| Project Client | Description of Bidder’s Work | Period of Performance | Cost of Bidder’s Work |
|----------------|------------------------------|-----------------------|-----------------------|
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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 _____, 2023, 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:

LEMON TRAIL IMPROVEMENTS PROJECT

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 thirty (30) 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</p> <p>City Attorney</p> |
|---|---|

CONTRACT

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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 _____, 2023.

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-Attorney 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 _____, 2023__ 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 _____ 2023 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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GENERAL CONDITIONS

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. Upon Notice of Award and prior to 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 prior to the Notice to Proceed, the Contractor shall not be allowed to commence work until the schedule is reviewed and accepted by the Engineer. The Engineer may work directly with the Contractor during the development of the schedule based on the availability of certain materials.

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.

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,

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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

This section is not applicable to this contract.

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.

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.

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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.

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.

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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.**

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, 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.

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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

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.

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.

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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 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.

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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. 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 City will provide surveying and construction staking required for the construction of this project as determined by the City Engineer. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor, not in conformance with usual and customary practices, and for replacement of stakes lost as a result of the Contractor's operations will be the responsibility of the Contractor. The cost of said additional surveying shall be deducted from the Contractor's progress payments. The Contractor shall make all requests for construction stakes in writing at least 48-hours in advance of the day required. The

GENERAL CONDITIONS

City shall set sub grade elevation control stakes upon receipt of 24-hour prior notification by the Contractor.

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.

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.

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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.

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.

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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 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

Not applicable to this contract.

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

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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.

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>.

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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 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.

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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.

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.

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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, 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

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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.

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.

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Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificate(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 Certificate(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 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 five (5) 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

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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 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

This section is not applicable to this contract.

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.

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:

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

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

Establishing fire protection system (as needed).

Developing and installing a construction water supply, including construction meter as required.

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

Arranging for and erection of Contractor's work and storage yard (if needed).

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.

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.

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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.

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

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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.

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

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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.

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.

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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.

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

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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 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.

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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

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.

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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.

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.

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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 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

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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.

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

There is no soils investigation report available for the Project site. It is recommended that the Contractor examine the site before submitting its bid to familiarize itself with the existing soils conditions..

GENERAL CONDITIONS

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 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

GENERAL CONDITIONS

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.

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

GENERAL CONDITIONS

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.

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.

GENERAL CONDITIONS

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.

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 – Mobilization, NPDES/SWPPP Requirements

The work included in this item shall comply with Section 7-3.3, “Mobilization” of the Standard Specifications for Public Works Construction, hereafter referred to as 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, 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.

No additional amounts shall be paid for erosion control, erosion damage cleanup, removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic. The Contractor is required to comply with all NPDES storm water pollution prevention measures and implementation of Best Management Practices at all times during the Project.

The Trail may be closed intermittently during construction with appropriate notice and signage. No open trenches will be allowed overnight, and appropriate signage shall be maintained at all times during construction activities. The trail shall remain open to pedestrian access whenever possible, and all hazards shall be removed from the construction limits during these times.

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 – Adjust Existing Pullbox to Finished Surface

This Bid Item shall include the adjustment of the existing pull boxes to finished grade. Pull boxes shall be adjusted to grade after the construction of sidewalk/trail improvements. The necessary portions of P.C.C., asphalt concrete, base and subgrade shall be neatly removed and the structure built up in accordance with the City or utility company standards, including pedestrian slip resistant lids on all utility structures.

Payment for all materials, equipment and labor required to perform the work included in this bid item shall be included in the unit price bid and no additional compensation will be allowed.

TECHNICAL SPECIFICATIONS

Bid Item No. 3 – Remove Existing Landscape

Bid Item No. 17 – Remove and Salvage Existing Landscape

The work included in this item shall consist of removal of existing landscape 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, shrub and root removals, grass removals, removal and salvage rocks and cobble, stump grinding, grading, hauling, disposal and any other similar incidental or appurtenant operations that may be required and not otherwise identified in other bid items.

Shrubs, roots, brush and any other organic matter shall be removed from the immediate area and shall become the property of the Contractor.

The Contractor shall coordinate with City staff to meet and mark shrubs to be removed and landscape to be salvaged 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 shrub related debris.

Contractor shall salvage existing palm tree at 1404 Lemon Ave and shrub on 1426 Lemon Ave.

Contractor shall remove and salvage existing rocks along right of way at 1442 Lemon Ave. Contractor shall coordinate with property owner and designate a spot within the property to place the rocks.

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

All costs associated with the above requirements shall be included in the unit price bid and no additional payments shall be made for this work.

Bid Item No. 4 -Remove Existing Asphalt/Asphalt Driveway

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

Remove existing asphalt shall consist of saw cutting. Asphalt shall be removed from the immediate area and shall become the property of the Contractor.

All costs associated with the above requirements shall be included in the unit price bid and no additional payments shall be made for this work.

TECHNICAL SPECIFICATIONS

Bid Item No. 5 –Construct Full Depth AC Pavement

Work under this item shall include the labor, materials and equipment necessary construct asphalt concrete pavement compacted to 95% relative compaction. Subgrade for asphalt concrete shall be compacted to a relative density of not less than 95 percent, for a depth of not less than 1-foot.

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, and to the lines and grades indicated in the project plans.

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 asphalt concrete pavement shall be laid in one course and shall conform to the following specifications:

Asphalt Concrete Pavement: C2-PG 64 -10,

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”: The following is hereby added to the first paragraph:

Tack coat material shall be Grade SS-1h emulsified asphalt. Tack coat shall be applied at a rate of .05 gallons per square yard.

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

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. Rubber tire roller shall be used on any leveling course.

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

Joint lines between successive runs shall be on lane lines.

The measurement and payment for asphalt concrete construction, complete in place, will be made at the contract unit price per square foot. Certified weigh tickets shall be submitted to the Engineer for all asphalt concrete pavement incorporated into the work.

TECHNICAL SPECIFICATIONS

The unit price for asphalt concrete pavement 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 therefore.

Bid Item No. 6 – Construct PCC Residential Driveway Type A Per SPPWC Standard Plan No. 100-2 (Width Per Plan)

Bid Item No. 7 – Construct ADA Curb Ramp Per SPPWC Standard Plan No. 111-5, Case and Type Per Plan

Bid Item No. 9 – Sawcut and Remove Existing Portion of Wall

Bid Item No. 16 – Remove Existing and Construct 4” PCC Concrete

The work included in this Bid Item shall consist of any and all work necessary to construct the P.C.C. ADA compliant curb ramp, curb and gutter, rolled curb, curb transition, driveways approaches and local depressions in Section 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways” of the Standard Specifications, and Section 201-4, “Concrete Curing Materials” of the Standard Specifications. Standard Plans for Public Works Construction No. 100-2, 111-5, and 113-2.

Removals of existing improvements shall be included in the corresponding bid items and shall be per Section 401, “Removal.”

Subgrade shall be prepared in accordance with Section 301-1, “Subgrade Preparation”, of the SSPWC. 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, and sidewalk. 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.

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, latest edition. 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.

Curb ramps shall be constructed per Standard Plans for Public Works Construction, Latest

TECHNICAL SPECIFICATIONS

Edition, plan number 111-5, and Caltrans Standard Plan A88A. Detectable warning surface shall be as manufactured by Safety StepTD RampUp product (or approved equal) and installed per manufacturer's recommendations. Color of the truncated domes will be Federal Yellow.

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.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and no additional compensation allowed therefore.

Bid Item No. 8 – Relocate Existing Sign

This Bid Item shall consist of any and all work required to relocate existing sign to proposed locations, as shown on the plans and standard plans.

Road Side Signs:

Roadside signs shall conform to the provisions in Section 56-2, "Furnish Sign Panels," of the State Standard Specifications, California Manual of Uniform Traffic Control Devices and these special provisions. Detail drawings of the standard signs are available from the California Department of Transportation. All sign layouts shall be the CONTRACTOR'S responsibility and shall be subject to the City Engineer's approval.

All appurtenances and hardware necessary for sign installation shall be furnished by the CONTRACTOR. CONTRACTOR shall be responsible for removal of conflicting signs to complete construction.

All signs shall be fully reflectorized. No finished sign shall have more than one splice and no splice shall fall within 2" of the sign edge. When splices are necessary, the adjoining reflective sheeting shall be color matched under both incident and reflected light.

Reflective sheeting shall be VIP Diamond Grade sheeting as manufactured by the 3M Company with a high intensity, of 250 candlepower, as manufactured by the 3M Company. The sheeting shall be guaranteed by the manufacturer in writing.

Sign blanks shall be new sheet aluminum of allow 50-52 H 38. Thickness shall not be less than .080."

Sign posts shall be Telspar Unistrut square tube steel with breakaway feature.

TECHNICAL SPECIFICATIONS

Sign panels shall be installed at elevations not greater than seven (7) feet nor less than six (6) feet to the bottom of the sign. At locations where existing signs interfere, the existing signs shall be moved up or down as directed by the Engineer.

Sign panels shall be mounted with 3/8" diameter stainless steel bolts.

Sign posts shall be installed with a minimum of 30" in the ground.

Payment for relocating existing signs shall be on a lump sum basis and shall be considered as full compensation for all labor, materials, equipment and all things necessary to complete the work in place and no additional compensation will be made thereof.

Bid Item No. 10 – Excavate to 4" Below Existing Surface, Grade and Compact Existing Material to 96% Compaction, Leaving Surface Below 4" Below Proposed Finished Grade. Haul off Excess Material

The work included in this item shall consist of all the work described in Subsection 300-2, "Unclassified Excavation," Subsection 300-4, "Unclassified Fill," and subsection 301-1.5, "Grading of Areas Not To Be Paved" of the Standard Specifications for Public Works Construction, hereafter referred to as Standard Specifications.

Grading and Unclassified Excavation shall consist of all excavation and embankment, including roadways and shoulders, unless separately designated. Fill shall be placed to the top of curbs and graded to provide positive drainage within the right of way and at the right of way line.

Removal of existing subgrade material shall facilitate the construction of at least the minimum trail section thickness at the specified elevations. The Contractor shall assume soil conditions that require scarification to facilitate grading and removal. The Contractor shall be responsible for haul away of excess material. The subgrade shall be included in the grading bid item. Subgrade preparation shall comply with Subsection 301-1 "Subgrade Preparation" of the Standard Specifications.

301-1.3 "Relative Compaction" is amended to include the following sentence: When trail is to be placed on the subgrade material, the top 4 inches of such subgrade material shall be compacted to a relative compaction of 95 percent.

Spreading shall comply with Subsection 301-2.2 "Spreading".

Compaction shall comply with Subsection 301-2.3 "Compacting".

Payment for this bid item shall include all materials and equipment required for grading and unclassified excavation within these specifications and shall be considered as included in the contract unit price, and no additional compensation will be made therefore.

Bid Item No. 11 – Construct 4" Polymer Coated Trail Surfacing

The work included in this item shall consist of all the work to install pedestrian pathway trail with polymer coated trail surfacing at the locations specified on the plans and as described in

TECHNICAL SPECIFICATIONS

Subsection 300-2, “Unclassified Excavation” of the Standard Specifications for Public Works Construction, hereafter referred to as Standard Specifications.

1. SUB-GRADE PREPARATION

- A.** All areas shall be compacted to a minimum of 90% relative compaction and shall be graded with a minimum cross slope of 1%. All areas must be graded in a manner so that no standing water is present after flooding. All deleterious material such as sod, topsoil, sticks, etc., shall be removed prior to paving. State approved preemergence herbicide shall be applied over the entire sub-grade.
- B.** Prior to paving, sub-grade shall be approved by city engineer or other qualified individual.

2. DECOMPOSED GRANITE OR CRUSHED AGGREGATE WITH STALOK BINDER

- A.** Aggregate mix shall be decomposed granite or crushed aggregate. All available materials have been tested and approved by product manufacture.
- B.** The aggregate mixture is to be blended as per manufacturer's specifications by approved manufacture's blending methods. Stabilizer shall be incorporated with the decomposed granite (DG) by use of a pug mill that includes a weight belt feeder to insure the proper ratio of stabilizer to DG. Blending with the use of a bucket loader or belt blending without a weight feeder are not acceptable methods. For pathways or similar application, Stabilizer shall be blended at the rate of 12 lbs. Per ton. In areas of vehicular use, Stabilizer shall be blended at the rate of 14lbs. Per ton.
- C.** For each 2” lift of stabilized decomposed granite, evenly spread the material over area of use, grade and smooth. Final prepared surface shall be thoroughly wetted so that the entire depth of the material is moist. The final lift shall be compacted with a 1000 to 3000 lb static drum roller after a period of six (6) hours.
- D.** Contractor shall guarantee that materials used and installation of aggregate materials are in accordance with manufacture's recommendations.

3. AGGREGATE PAVING

- A.** The mixture shall be placed by a spreader or other approved means at a 4-inch compacted depth over a compacted sub-grade.
- B.** Spread by grading onto the prepared base until the entire area is covered.
- C.** The surface cover shall be compacted using a 5-ton double-drum roller or similar to give a final depth of 2-inches.

TECHNICAL SPECIFICATIONS

4. **APPROVED PRODUCT**

A. "STALOK" is an approved brand of polymer coated crushed stone pathway mix. Other manufactures of polymer coated crush stone which meet the minimum specification of the "STALOK" product will be considered an approved equal.

B. STALOK is a product trade mark by Stabilizer Solutions, Inc., Arizona

Stabilizer Solutions: (602) 255-5900

Local Supplier - Gail Material: (951) 279-1095 or (800) 442-ROCK

5. **GRADATION**

As determined by ASTM C 136 methodology (Caltrans 202)

| SIEVE SIZE | PERCENT PASSING |
|-------------------|------------------------|
| ½" | 100 |
| 3/8" | 90-100 |
| No. 4 | 50-100 |
| No. 30 | 25-55 |
| No. 100 | 10-20 |
| No. 200 | 5-18 |

6. **SAND EQUIVALENT**

As determined by ASTM D 2419 methodology (Caltrans 217); Shall have a minimum of 30.

7. **R-VALUE**

As determined by ASTM D 2488 methodology (Caltrans 301); Shall have a minimum of 70.

The Contractor is hereby directed to protect the following items in place during construction:

- a) Private yard drain pipes through curb.
- b) All existing fencing.
- c) All driveways and walks.

Payment for this item shall be per square foot of trail surface installed and no additional compensation will be allowed.

Bid Item No. 12 – Furnish and Install 3' White Vinyl Equestrian Trail Fencing

Bid Item No. 18 – Install ½" x ½" Wire Mesh on Fence

Bid Item No. 19 – Install Custom 5' High 3-Rail White Vinyl Fence to Match Existing

TECHNICAL SPECIFICATIONS

The work included in this item shall consist of all the work to install fencing at the locations specified on the plans and as described in Subsection 304-3.2, "Fence Construction" of the Standard Specifications for Public Works Construction, hereafter referred to as Standard Specifications. Trail fence construction shall also conform to the details shown per the project plans and these specifications.

The work included in this item shall consist of all the work to install 3' high white vinyl fencing with a 2 rail apparatus at the locations specified on the plans and shall be manufactured to the following thicknesses: a) 5" X 5" post, b) 1 1/2" X 5 1/2" rail and c) 5" standard cap. Rails shall be connected to posts at 8' O.C. by use of a routed post/gravity lock method (or approved equal). The fencing shall be placed in 8-foot sections, spaced to provide adequate openings for driveway access for properties, and as indicated by the City Engineer. Exact limits for each fence segment shall be marked by the City Engineer in the field prior to the start of work. Concrete footing shall be constructed of Class 500-C-2500 concrete per the Standard Specifications for Public Works Construction, Latest Edition.

Exact limits for each fence segment shall be approved by the City Engineer in the field prior to the start of work.

Contractor shall install 1/2" x 1/2" wire mesh on custom 3-rail vinyl fence at the location specified on the plans.

Custom 3-rail vinyl fence shall match in size and supplier as existing side fence.

Installation of vinyl trail fence includes excavation and removal of existing improvements required for the installation of vinyl posts. Vinyl posts shall be in good condition and free of any defects.

Payment for this item at the price per each unit shall be in accordance with Section 304-3.4 "Measurement and Payment" of the Standard Specifications 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. 13 – Construct 1"x4" Composite Headerboard

The bid item shall also include the installation of the 1"x4" Composite Header Board along both sides of the trail. The Headerboard shall be Epic Edge – Sedona Sand Manufacture by Epic Plastics of approved equal.

Payment for this bid item shall include all materials and equipment required for the installation and shall be considered as included in the contract unit price, and no additional compensation will be made therefore.

TECHNICAL SPECIFICATIONS

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Bid Item No. 14 – Remove Existing Mow Strip

Bid Item No. 15 – Sawcut and Remove Existing Curb and Gutter

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

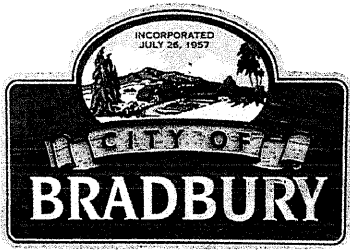
All removed material becomes the property of the CONTRACTOR and shall be hauled and disposed of properly at a licensed disposal facility outside of the roadway right of way.

Measurement and Payment

Payment will be made at the contract unit price and shall be considered as full compensation for performing all work as specified herein, and no additional compensation will be allowed therefore.

IMPROVEMENT PLANS

Improvement Plans entitled “Lemon Trail Rehabilitation” are included and made part of these contract documents.



Bruce Lathrop, Mayor (District 4)
Richard Barakat, Mayor Pro Tem (District 3)
Dick Hale, Council Member (District 1)
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: Sophia Musa, Management Analyst

DATE: February 21, 2023

SUBJECT: **DISCUSSION ON BRADBURY NIGHT OUT**

ATTACHMENTS: 1. List of Vendors

SUMMARY

This memorandum discusses the upcoming Bradbury Night Out that will take place on July 27, 2023. This item prompts an informal discussion with no formal recommended actions.

DISCUSSION

Bradbury Night Out is an annual event hosted to celebrate the City's anniversary and National Night Out. Last year, there were over 26 service providers hosting a booth and three food vendors (See Attachment 1). Based on the feedback received by vendors and residents, the main challenges were parking and long wait times for food. A possible solution to provide more parking spaces would be to hire a traffic control company to make Winston Ave a one-way street where attendees would be able to park. City staff reached out to a traffic company and the cost for such a plan would be roughly around \$1,300.

Each year there is a growing number of vendors and attendees. The idea to extend the event's hours would allow for a smoother event flow and possibly allow for wait times to diminish. Historically, the event has started at 6 p.m. and ended at 8 p.m. but it is possible to start the event earlier or end it at a later time if desired.

Attachment #1

BRADBURY NIGHT OUT 2022 VENDOR LIST

American Red Cross

Senator Anthony Portantino (State)

Area D

Senator Susan Rubio (State)

Burrtec

Tacos Super Gallito

CalAmerican Water

Nona Rosa Pizza

California Dept of Insurance

All American Softy Ice Cream

Care Ambulance Service

Chamber of Commerce - Monrovia

Chamber of Commerce - Duarte

City of Hope

CSArts

Duarte Unified School District

Foothill Transit

Foothill Unity Center

LA County Fire Department

LA County Sheriff's Department

LA County Public Works

La County Sanitation Districts

LARA

Metro

City of Monrovia

Pasadena Humane Society

RKA Consulting Group

San Gabriel Valley Vector Control

Santa Anita YMCA

Southern California Edison

Upper San Gabriel Municipal Water District

Wildlife Learning Center

Supervisor Kathryn Barger (County)

Congresswoman Judy Chu