



**Brawley City Council &  
Successor Agency to  
Brawley Community Redevelopment Agency  
Agenda Regular Meeting  
Tuesday, March 18, 2014 @ 6:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

**Don Campbell**, Mayor  
**George A. Nava**, Mayor Pro-Tempore  
**Donald L. Wharton**, Council Member  
**Sam Couchman**, Council Member  
**Helen M. Noriega**, Council Member

**Alma Benavides**, City Clerk  
**Jim Hamilton**, City Treasurer  
**Dennis H. Morita**, City Attorney  
**Rosanna Bayon Moore**, City Manager/  
Executive Director

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**      Pastor Tom Charlton, Full Gospel Church

**PLEDGE OF ALLEGIANCE**

**1. APPROVAL OF AGENDA**

**2. PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) *this is the time for the public to address the Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. Please **direct your questions and comments to the City Council.***



- e. Review and Potential Action regarding Authorization of Agreement with Lee & Ro, Inc. for Headworks Improvements at the Wastewater Treatment Plant in the amount of \$36,706. **Pp 107-121**

**5. DEPARTMENTAL REPORTS**

- a. Monthly Staffing Report for March 2014, Shirley Bonillas, Personnel & Risk Administrator **Pp 122**
- b. Zip Books – Marjo Mello, Library Director
- c. Update on Current Activities-Yazmin Arellano, Public Works Director

**6. INFORMATIONAL ITEMS**

- a. Minutes for Oversight Board of the Successor Agency to the Brawley Redevelopment Agency Meeting January 10, 2014. **Pp 123**
- b. Minutes for Parks & Recreation Commission January 29, 2014. **Pp 124-126**
- c. Minutes for Airport Advisory Commission January 15, 2014. **Pp 127-128**
- d. Minutes of the Brawley Public Library Board Meeting January 8, 2014. **Pp 129**
- e. Minutes for Brawley Planning Commission January 1, 2014. **Pp 130**
- f. Record of City of Brawley Building Permits for February 2014 – Francisco Soto, Building Official **Pp 131-132**

**7. CITY COUNCIL REPORTS**

**8. CITY MANAGER’S REPORT**

**9. TREASURER’S REPORT**

**10. CITY ATTORNEY’S REPORT**

**11. CITY CLERK’S REPORT**

**12. CLOSED SESSION**

ANTICIPATED LITIGATION (G.C. Section 54956.9)

- a. Conference with Legal Counsel – Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9. There are four (4) potential cases.

**ADJOURNMENT** Next Regular Meeting, ***Tuesday, April 1, 2014 @ 6:00 PM***, City Council Chambers, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

*Alma Benavides*, City Clerk

# Check Register Report

Date: 03/06/2014

Time: 2:48 PM

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City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
28788	03/06/2014	Printed	A242	A T & T	Telephone Services 2/19-3/18	253.25
28789	03/06/2014	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Repair Siren #907 P.D.	234.56
28790	03/06/2014	Void	A126		Void Check	0.00
28791	03/06/2014	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	569.60
28792	03/06/2014	Printed	A743	ELENA AMADOR	Basketball Scorekeeper2/24-3/1	88.00
28793	03/06/2014	Printed	A202	APWA	ASCE/APWA Meeting/Arellano,	36.00
28794	03/06/2014	Printed	A134	ARAMARK UNIFORM SERVICES, INC.	Cleaning Services	36.62
28795	03/06/2014	Printed	A785	AT&T	U-Verse Internet 2/17-3/16/14	111.00
28796	03/06/2014	Printed	A461	AT&T-CALNET 2	Telephone Services 1/20-2/19	3,614.34
28797	03/06/2014	Printed	A592	AUTO ZONE, INC. #2804	Alternator #915 P.D.	372.53
28798	03/06/2014	Printed	A930	AVAYA FINANCIAL SERVICES	City Hall Phone System	150.89
28799	03/06/2014	Printed	A788	AVAYA, INC.	Equipment Maint/Public Works	410.22
28800	03/06/2014	Printed	B373	CALEB BAEZA	Basketball Referee 2/24/14	36.00
28801	03/06/2014	Printed	B689	BEAMSPEED INTERNET SERVICE	Wireless Internet 2/28-3/29/14	69.95
28802	03/06/2014	Printed	B956	LAURA BELTRAN	Refund Deposit 360 K Street	7.91
28803	03/06/2014	Printed	B684	LAURA P. BLAKE	Zumba Instructor Mornings Feb.	416.50
28804	03/06/2014	Printed	B210	BRAWLEY CHAMBER OF COMMERCE	Good Morning Breakfast	15.00
28805	03/06/2014	Printed	B747	BRENNTAG PACIFIC INC.	Drum Return	3,167.57
28806	03/06/2014	Printed	B960	TYMIKA BROWN	BB Ref/Scorekeeper 2/24-3/1/14	96.00
28807	03/06/2014	Printed	B411	BSN SPORTS	Stop Watches	48.60
28808	03/06/2014	Printed	C312	CA PUBLIC EMP. RETIREMENT SYST	Mar. 2014 Medical Insurance	62,755.31
28809	03/06/2014	Printed	C466	CIUDAD PLAZA	Refund OverPayment 649 Main St	3,375.50
28810	03/06/2014	Printed	C225	CRWA	CRWA EXPO 2014/R Mireles	425.00
28811	03/06/2014	Printed	D103	DELTA DENTAL	Dental Insurance Mar. 2014	8,846.81
28812	03/06/2014	Printed	D802	R. NORMA DOMINGUEZ	Refund Deposit 1115 Pater St	117.39
28813	03/06/2014	Printed	D925	DOWNTOWN FORD SALES	2014 Ford Expedition	35,198.31
28814	03/06/2014	Printed	T150	ECLIPSE GROUP, LLP	Attorney Services/Jupiter	709.50
28815	03/06/2014	Printed	E216	EL CENTRO MOTORS	Fan Motor Assembly #914 P.D.	398.51
28816	03/06/2014	Printed	E934	ENVIROMATRIX ANALYTICAL, IN	Enterococcus, Coliform Analsysi	379.50
28817	03/06/2014	Printed	F397	FASTENAL CO.	Nuts, Washers, Cap Screws	158.09
28818	03/06/2014	Printed	F105	FEDERAL EXPRESS CORP.	Mailings - Community Dev	70.96
28819	03/06/2014	Printed	F415	TANYA FERNANDEZ	Basketball Coach 2/18-3/1/14	94.50
28820	03/06/2014	Printed	F266	FIRE ETC., INC.	MSA Gas Cylinder	3,612.48
28821	03/06/2014	Printed	G401	MARK GADDIS	Refund OverPayment 641 Stanley	121.09
28822	03/06/2014	Printed	G317	JOE GARCIA	BB Gym Supervisor 3/1/14	24.00
28823	03/06/2014	Printed	G601	JOEY GARCIA	Basketball Referee 3/1/14	24.00
28824	03/06/2014	Printed	G302	JOSHUA GARCIA	Basketball Referee 3/1/14	60.00
28825	03/06/2014	Printed	G516	CUAUNTEMOC & YVETTE GOMEZ	Refund Deposit 834 Hickory Ct	109.68
28826	03/06/2014	Printed	G216	DAYJANE GRANBERRY	BB Ref/Scorekeeper 2/24-3/1/14	120.00
28827	03/06/2014	Printed	H646	HAZARD CONSTRUCTION CO. INC	Panno Road Construction	122,949.16
28828	03/06/2014	Printed	H655	HOUR PHOTO	Plaque/Saracco-Lang	37.80
28829	03/06/2014	Printed	H219	HOUSTON SERVICE INDUSTRIES, IN	Electrical Panels	655.88
28830	03/06/2014	Printed	I360	IMPERIAL COUNTY PLANNING	I.V. Foreign Trade Zone/Share	1,189.45
28831	03/06/2014	Void	I301		Void Check	0.00
28832	03/06/2014	Void	I301		Void Check	0.00
28833	03/06/2014	Void	I301		Void Check	0.00
28834	03/06/2014	Printed	I301	IMPERIAL HARDWARE CO., INC.	Bulbs	1,394.91
28835	03/06/2014	Printed	I105	IMPERIAL IRRIGATION DIST.	PipeLine Project/Oakley Canal	3,000.00
28836	03/06/2014	Printed	I412	IMPERIAL LANDFILL, INC.	Trash Disposal/WTP	52.26
28837	03/06/2014	Printed	I567	IMPERIAL VALLEY PRESS	Annual Subscription #0185621	133.92
28838	03/06/2014	Printed	K516	KEMIRA WATER SOLUTIONS, INC	Ferric Sulfate	5,526.40
28839	03/06/2014	Printed	L202	LEAGUE OF CA CITIES-IMPERIA	League Dinner/Jan. 30, 2014	300.00
28840	03/06/2014	Printed	L943	VERONICA LEON 5	Reimb For Donuts/Staff Mtg	32.00
28841	03/06/2014	Printed	M800	MILHOLLAND ELECTRIC	Reimb Permit #25101	243.25

Check Register Report

Date: 03/06/2014

Time: 2:48 PM

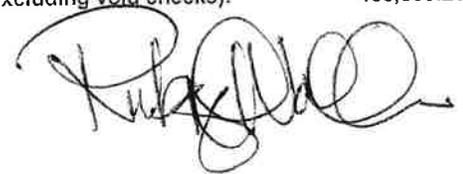
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City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
28842	03/06/2014	Printed	M524	NATHAN MONTALVO	Basketball Referee 3/1/14	24.00
28843	03/06/2014	Printed	M651	ROBERT MONTOYA	Basketball Scorekeeper 3/3/14	16.00
28844	03/06/2014	Printed	M275	MSC INDUSTRIAL SUPPLY CO. INC.	Motor	169.95
28845	03/06/2014	Printed	N834	NATIONAL ANIMAL CONTROL ASSOC.	Animal Control Training	525.00
28846	03/06/2014	Printed	N405	NATIONAL AUTO FLEET GROUP	2013 Ford F650 Truck W/Dump	87,680.58
28847	03/06/2014	Printed	N045	NORTHEND AUTOPARTS, INC.	Belt #922 P.D.	140.40
28848	03/06/2014	Printed	0567	JIM O'MALLEY PLUMBING	Couplings, Tees, Pipe	142.45
28849	03/06/2014	Printed	O233	O'REILLY AUTO PARTS	Oil Filter #923 P.D.	17.20
28850	03/06/2014	Printed	O901	ORANGE COMMERCIAL CREDIT	Microbiology Analysis	8,469.00
28851	03/06/2014	Printed	P305	VICTOR PADILLA	Basketball Referee 2/26-3/1	96.00
28852	03/06/2014	Printed	P110	PESTMASTER SERVICES	Pest Control Svcs/Building	30.00
28853	03/06/2014	Printed	P255	PITNEY BOWES PURCHASE POWER	Postage/Police Dept	353.17
28854	03/06/2014	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance/Mar. 2014	3,737.18
28855	03/06/2014	Printed	P342	PSOMAS & ASSOCIATES, INC.	Construction Support/Lift	677.46
28856	03/06/2014	Printed	Q308	ISAIAH JORDAN QUIROZ	Basketball Referee 2/24-2/26/1	84.00
28857	03/06/2014	Printed	R651	R.J. SAFETY SUPPLY CO., INC	Safety Glasses, Gloves	32.41
28858	03/06/2014	Printed	R450	IVONNE RAMIREZ	Refund Deposit 350 NCCH	136.36
28859	03/06/2014	Printed	R177	RDO WATER	Slip Flange	931.08
28860	03/06/2014	Printed	R350	FERNANDO RUIZ, INC.	CUPA Business Plan Update	625.00
28861	03/06/2014	Printed	R012	JASON RUSSELL	Refund Deposit 1004 Alamo St	132.19
28862	03/06/2014	Printed	S574	SHARP ELECTRONICS CORPORATI	Copier Lease Dec. - F.D.	135.70
28863	03/06/2014	Printed	S861	SKANSKA-USA CIVIL WEST	Refund Deposit 861 Main St	345.96
28864	03/06/2014	Printed	S262	DANIEL DERRICK SOLANO	Basketball Referee 2/24/14	12.00
28865	03/06/2014	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	015 325 6300 2 1/10-2/11/14	3,512.33
28866	03/06/2014	Printed	S760	SPECTRUM	Video Tape Council Mtg 2/18/14	500.00
28867	03/06/2014	Printed	S689	STAPLES ADVANTAGE	Ink/Sr Center	175.71
28868	03/06/2014	Printed	S712	STIFF EQUIPMENT INC.	Repair Shears	48.11
28869	03/06/2014	Printed	S849	STILLS ELECTRIC	Repair Sign Ballast	465.17
28870	03/06/2014	Printed	T808	TIME WARNER CABLE	Internet 8448 42 002 0055391	139.90
28871	03/06/2014	Printed	T525	TYLER TECHNOLOGIES, INC.	Annual Network Maintenance	5,214.84
28872	03/06/2014	Printed	U290	UNION BANK, N.A.	CSCDA Debt Pymt 6711737109	57,632.25
28873	03/06/2014	Printed	U550	UNION PACIFIC RAILROAD COMPANY	Railroad Property Lease F.D.	1,917.66
28874	03/06/2014	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Engineering	31.42
28875	03/06/2014	Printed	V079	VERIZON WIRELESS SERVICES L	IPads Mobile Broadband	228.06
28876	03/06/2014	Printed	V452	VISION SERVICE PLAN (CA), I	March Vision Insurance	2,281.97
28877	03/06/2014	Printed	W233	WAGE WORKS	Flex One Service Fee/Jan	50.00
28878	03/06/2014	Printed	W221	WAL-MART STORES, INC. #01-1555	Vacuum Cleaner	63.55
28879	03/06/2014	Printed	Y142	ISSAC YANCY	Basketball Referee 3/1/14	24.00
28880	03/06/2014	Printed	Z158	JOSEPH ZAMUDIO	BB Scorekeeper 2/22-3/1/14	32.00
28881	03/06/2014	Printed	Z954	RACHEL ZEPEDA	BB Gym Supervisor 2/24-3/1/14	153.00

Checks Total (excluding void checks):

438,833.26





**INVOICE APPROVAL LIST BY FUND REPORT**

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City of Brawley

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	WAGE WORKS///	125AI0298601	Flex One Service Fee/Jan	28877	02/19/2014	03/06/2014	50.00
							<u>50.00</u>
						<b>Total Dept. Personnel:</b>	<b>50.00</b>
<b>Dept: 161.000 City Attorney</b>							
101-161.000-730.100	Professional ECLIPSE GROUP, LLP///	41118	Attorney Services/Jupiter	28814	02/11/2014	03/06/2014	709.50
							<u>709.50</u>
						<b>Total Dept. City Attorney:</b>	<b>709.50</b>
<b>Dept: 171.000 Planning</b>							
101-171.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	144.52
							<u>144.52</u>
						<b>Total Dept. Planning:</b>	<b>144.52</b>
<b>Dept: 181.000 Information technc</b>							
101-181.000-750.200	Communicat VERIZON WIRELESS SERVI	9720131953	iPads Mobile Broadband	28875	02/15/2014	03/06/2014	38.01
							<u>38.01</u>
						<b>Total Dept. Information technology:</b>	<b>38.01</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-730.200	Technical se IMPERIAL COUNTY PLANNIN PESTMASTER SERVICES///	IVFTZ-2014 MT1352549	I.V. Foreign Trade Zone/Share Pest Control Svcs/Building	28830 28852	01/09/2014 02/21/2014	03/06/2014 03/06/2014	1,189.45 30.00
							<u>1,219.45</u>
101-191.000-740.100	Repair & ma STILLS ELECTRIC///	3167	Repair Sign Ballast	28869	02/25/2014	03/06/2014	465.17
							<u>465.17</u>
101-191.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM829115	Cleaning Services	28791	02/21/2014	03/06/2014	12.70
							<u>12.70</u>
101-191.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	333.03
							<u>333.03</u>
						<b>Total Dept. Non-departmental:</b>	<b>2,030.35</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-750.200	Communicat AT&T-CALNET 2/// VERIZON WIRELESS SERVI		Telephone Services 1/20-2/19 iPads Mobile Broadband	28796 28875	02/20/2014 02/15/2014	03/06/2014 03/06/2014	1,428.54 38.01
							<u>1,466.55</u>
101-211.000-750.210	Postage PITNEY BOWES PURCHASE	22234751	Postage/Police Dept	28853	02/10/2014	03/06/2014	353.17
							<u>353.17</u>
101-211.000-750.400	Travel LEAGUE OF CA CITIES-IMPE	1657	League Dinner/Jan. 30, 2014	28839	01/30/2014	03/06/2014	20.00
							<u>20.00</u>
						<b>Total Dept. Police Protection:</b>	<b>1,839.72</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-720.600	Plumbing su IMPERIAL HARDWARE CO.,	345589/2	Water Connections	28834	02/21/2014	03/06/2014	24.00

**INVOICE APPROVAL LIST BY FUND REPORT**

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							<b>24.00</b>
101-221.000-721.900	Small tools & FIRE ETC., INC.///	58464	Motion & Temp Sensing Device	28820	02/24/2014	03/06/2014	3,121.20
							<b>3,121.20</b>
101-221.000-725.300	Natural gas SOUTHERN CALIFORNIA GA	015 325 6300 2	1/10-2/11/14	28865	02/13/2014	03/06/2014	21.15
							<b>21.15</b>
101-221.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM829117	Cleaning Services	28791	02/21/2014	03/06/2014	32.13
							<b>32.13</b>
101-221.000-740.400	Rent SHARP ELECTRONICS CORI UNION PACIFIC RAILROAD C	99717636 266136931	Copier Lease Dec. - F.D. Railroad Property Lease F.D.	28862 28873	01/31/2014 02/21/2014	03/06/2014 03/06/2014	135.70 1,917.66
							<b>2,053.36</b>
101-221.000-750.200	Communicat AT&T AT&T-CALNET 2///		U-Verse Internet 2/17-3/16/14 Telephone Services 1/20-2/19	28795 28796	02/16/2014 02/20/2014	03/06/2014 03/06/2014	56.00 141.88
							<b>197.88</b>
101-221.000-750.400	Travel LEAGUE OF CA CITIES-IMPE	1657	League Dinner/Jan. 30, 2014	28839	01/30/2014	03/06/2014	40.00
							<b>40.00</b>
101-221.000-800.500	Vehicles DOWNTOWN FORD SALES//	226095	2014 Ford Expedition	28813	02/25/2014	03/06/2014	35,198.31
							<b>35,198.31</b>
							<b>Total Dept. Fire Department: 40,688.03</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-721.900	Small tools & FIRE ETC., INC.///	58014	MSA Gas Cylinder	28820	02/10/2014	03/06/2014	491.28
							<b>491.28</b>
101-221.100-750.200	Communicat A T & T///		Telephone Services 2/19-3/18	28788	02/19/2014	03/06/2014	253.25
							<b>253.25</b>
							<b>Total Dept. Fire Station #2: 744.53</b>
<b>Dept: 231.000 Building Inspector</b>							
101-231.000-420.400	Construction MILHOLLAND ELECTRIC///		Reimb Permit #25101	28841	02/25/2014	03/06/2014	55.25
							<b>55.25</b>
101-231.000-440.150	Inspection fe MILHOLLAND ELECTRIC///		Reimb Permit #25101	28841	02/25/2014	03/06/2014	188.00
							<b>188.00</b>
101-231.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	93.41
							<b>93.41</b>
							<b>Total Dept. Building Inspection: 336.66</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-750.500	Training NATIONAL ANIMAL CONTRC	47974	Animal Control Training	28845	02/28/2014	03/06/2014	525.00
							<b>525.00</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Total Dept. Animal Control:</b>							<b>525.00</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-720.200	Books and s IMPERIAL VALLEY PRESS///		Annual Subscription #0185621	28837	02/25/2014	03/06/2014	133.92
							<b>133.92</b>
101-311.000-721.110	Food and grc LEON/VERONICA//		Reimb For Donuts/Staff Mtg	28840	02/26/2014	03/06/2014	32.00
							<b>32.00</b>
101-311.000-740.100	Repair & ma AVAYA, INC.///	2732980198	Equipment Maint/Public Works	28799	02/22/2014	03/06/2014	102.56
							<b>102.56</b>
101-311.000-740.200	Cleaning ser ALSCO AMERICAN LINEN DI	LYUM829534	Cleaning Services	28791	02/24/2014	03/06/2014	26.02
	ALSCO AMERICAN LINEN DI	LYUM831896	Cleaning Services	28791	03/03/2014	03/06/2014	26.02
							<b>52.04</b>
101-311.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	427.69
	TIME WARNER CABLE///		Internet 8448 42 002 0055391	28870	03/04/2014	03/06/2014	139.90
							<b>567.59</b>
101-311.000-750.210	Postage UNITED PARCEL SERVICE, I	00002XX926084	Mailings - Engineering	28874	02/22/2014	03/06/2014	31.42
							<b>31.42</b>
101-311.000-750.400	Travel LEAGUE OF CA CITIES-IMPE	1657	League Dinner/Jan. 30, 2014	28839	01/30/2014	03/06/2014	20.00
							<b>20.00</b>
101-311.000-750.600	Contributions APWA///		ASCE/APWA Meeting/Arellano,	28793	02/25/2014	03/06/2014	36.00
							<b>36.00</b>
<b>Total Dept. Engineering:</b>							<b>975.53</b>
<b>Dept: 411.000 Community Develo</b>							
101-411.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	93.40
							<b>93.40</b>
101-411.000-750.210	Postage FEDERAL EXPRESS CORP./.	2-574-46562	Mailings - Community Dev	28818	02/28/2014	03/06/2014	70.96
							<b>70.96</b>
<b>Total Dept. Community Development:</b>							<b>164.36</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-720.500	Electrical sup IMPERIAL HARDWARE CO.,	346054/2	Wire,Couplings, Conduit	28834	02/26/2014	03/06/2014	15.75
	IMPERIAL HARDWARE CO.,	346097/2	Outlet Box, PVC, Plug	28834	02/26/2014	03/06/2014	18.79
	RDO WATER	8748	Controller	28859	02/26/2014	03/06/2014	300.36
							<b>334.90</b>
101-511.000-720.600	Plumbing sup IMPERIAL HARDWARE CO.,	345807/2	PVC Slip Cap	28834	02/24/2014	03/06/2014	3.96
	IMPERIAL HARDWARE CO.,	345824/2	PVC Slip Cap	28834	02/24/2014	03/06/2014	2.13
	IMPERIAL HARDWARE CO.,	345838/2	PVC Slip Cap	28834	02/24/2014	03/06/2014	0.92
	IMPERIAL HARDWARE CO.,	345879/2	PVC Slip Cap	28834	02/25/2014	03/06/2014	0.92
	IMPERIAL HARDWARE CO.,	345917/2	Couplings, Slip Tee, Ells	28834	02/25/2014	03/06/2014	3.84
	O'MALLEY PLUMBING/JIM//	87405	PVC, Bushing, Tape, Valve Box	28848	02/27/2014	03/06/2014	37.26
	O'MALLEY PLUMBING/JIM//	87338	Couplings, Tees, Pipe	28848	02/25/2014	03/06/2014	31.09

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	RDO WATER	7539	Sprinkler	28859	02/11/2014	03/06/2014	58.13
	RDO WATER	8821	Sprinkler	28859	02/27/2014	03/06/2014	35.95
	RDO WATER	8881	Valve, Coupling	28859	02/27/2014	03/06/2014	168.95
							<b>343.15</b>
101-511.000-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	346322/2	Paint	28834	02/28/2014	03/06/2014	32.25
	IMPERIAL HARDWARE CO.,	345539/2	Keys, Key Ring	28834	02/21/2014	03/06/2014	12.73
	IMPERIAL HARDWARE CO.,	346119/2	Key	28834	02/26/2014	03/06/2014	3.37
	IMPERIAL HARDWARE CO.,	346192/2	Tape, Battery	28834	02/27/2014	03/06/2014	10.65
	IMPERIAL HARDWARE CO.,	346264/2	Key	28834	02/27/2014	03/06/2014	5.05
							<b>64.05</b>
101-511.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	345416/2	Trash Can	28834	02/20/2014	03/06/2014	97.15
							<b>97.15</b>
101-511.000-750.200	Communicat						
	AT&T		U-Verse Internet 2/17-3/16/14	28795	02/16/2014	03/06/2014	55.00
							<b>55.00</b>
							<b>Total Dept. Parks: 894.25</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-720.100	Office suppli						
	STAPLES ADVANTAGE///	3223073369	Pens, Folders	28867	02/15/2014	03/06/2014	61.05
	STAPLES ADVANTAGE///	3223073370	Pens	28867	02/15/2014	03/06/2014	38.65
							<b>99.70</b>
101-521.000-720.300	Chemicals						
	BRENNTAG PACIFIC INC.///	BPI191326	Drum Return	28805	12/05/2013	03/06/2014	-120.00
	BRENNTAG PACIFIC INC.///	BPI193700	Drum Return	28805	01/21/2014	03/06/2014	-120.00
	IMPERIAL HARDWARE CO.,	345565/2	Chlorine Tabs, Bags, Canopy	28834	02/21/2014	03/06/2014	37.94
							<b>-202.06</b>
101-521.000-720.500	Electrical sup						
	IMPERIAL HARDWARE CO.,	346117/2	Bulbs	28834	02/26/2014	03/06/2014	94.06
							<b>94.06</b>
101-521.000-720.600	Plumbing sup						
	RDO WATER	8364	Bolt, Nut, Flange	28859	02/20/2014	03/06/2014	184.21
	RDO WATER	8339	PVC Cement, Primer, Swab	28859	02/20/2014	03/06/2014	119.32
	RDO WATER	8383	Slip Flange	28859	02/20/2014	03/06/2014	64.16
							<b>367.69</b>
101-521.000-720.800	Janitorial sup						
	IMPERIAL HARDWARE CO.,	345565/2	Chlorine Tabs, Bags, Canopy	28834	02/21/2014	03/06/2014	74.58
	IMPERIAL HARDWARE CO.,	345961/2	Lime-A-Way, Fabuloso, Key	28834	02/25/2014	03/06/2014	18.05
							<b>92.63</b>
101-521.000-721.200	Other operat						
	IMPERIAL HARDWARE CO.,	345389/2	Washers	28834	02/20/2014	03/06/2014	35.04
	IMPERIAL HARDWARE CO.,	345453/2	Tape, Nipples, Bolts	28834	02/21/2014	03/06/2014	48.74
	IMPERIAL HARDWARE CO.,	345958/2	Tubing, Stake	28834	02/25/2014	03/06/2014	19.07
	IMPERIAL HARDWARE CO.,	345961/2	Lime-A-Way, Fabuloso, Key	28834	02/25/2014	03/06/2014	1.68
							<b>104.53</b>
101-521.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	345228/2	Trash Can	28834	02/19/2014	03/06/2014	36.35
	IMPERIAL HARDWARE CO.,	345565/2	Chlorine Tabs, Bags, Canopy	28834	02/21/2014	03/06/2014	235.76
	WAL-MART STORES, INC. #C	00211	Vacuum Cleaner	28878	02/26/2014	03/06/2014	63.55
							<b>335.66</b>
							<b>11</b>
101-521.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GA		189 525 2700 2 1/8-2/7/14	28865	02/11/2014	03/06/2014	3,436.71

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							<b>3,436.71</b>
101-521.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM829530	Cleaning Services	28791	02/24/2014	03/06/2014	32.01
	ARAMARK UNIFORM SERVIC	588-6507990	Cleaning Services	28794	02/20/2014	03/06/2014	36.62
							<b>68.63</b>
101-521.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	291.19
							<b>291.19</b>
<b>otal Dept. Recreation &amp; Lions Center:</b>							<b>4,688.74</b>
<b>Dept: 521.100 Recreation League</b>							
101-521.100-721.200	Other operat						
	BSN SPORTS///	95868344	Stop Watches	28807	02/06/2014	03/06/2014	48.60
							<b>48.60</b>
101-521,100-730.200	Technical se						
	AMADOR/ELENA//		Basketball Scorekeeper2/24-3/1	28792	02/28/2014	03/06/2014	88.00
	BAEZA/CALEB//		Basketball Referee 2/24/14	28800	02/26/2014	03/06/2014	36.00
	BLAKE/LAURA P.//	21282013-A	Zumba Instructor Mornings Feb.	28803	03/03/2014	03/06/2014	416.50
	BROWN/TYMIKA//		BB Ref/Scorekeeper 2/24-3/1/14	28806	02/28/2014	03/06/2014	96.00
	FERNANDEZ/TANYA//		Basketball Coach 2/18-3/1/14	28819	03/04/2014	03/06/2014	94.50
	GARCIA/JOE//		BB Gym Supervisor 3/1/14	28822	02/28/2014	03/06/2014	24.00
	GARCIA/JOEY//		Basketball Referee 3/1/14	28823	03/01/2014	03/06/2014	24.00
	GARCIA/JOSHUA//		Basketball Referee 3/1/14	28824	02/28/2014	03/06/2014	60.00
	GRANBERRY/DAYJANE//		BB Ref/Scorekeeper 2/24-3/1/14	28826	03/03/2014	03/06/2014	120.00
	MONTALVO/NATHAN//		Basketball Referee 3/1/14	28842	03/01/2014	03/06/2014	24.00
	MONTOYA/ROBERT//		Basketball Scorekeeper 3/3/14	28843	03/01/2014	03/06/2014	16.00
	PADILLA/VICTOR//		Basketball Referee 2/26-3/1	28851	02/28/2014	03/06/2014	96.00
	QUIROZ/ISAIAH JORDAN//		Basketball Referee 2/24-2/26/1	28856	02/28/2014	03/06/2014	84.00
	SOLANO/DANIEL DERRICK//		Basketball Referee 2/24/14	28864	02/28/2014	03/06/2014	12.00
	YANCY/ISSAC//		Basketball Referee 3/1/14	28879	03/03/2014	03/06/2014	24.00
	ZAMUDIO/JOSEPH//		BB Scorekeeper 2/22-3/1/14	28880	02/28/2014	03/06/2014	32.00
	ZEPEDA/RACHEL//		BB Gym Supervisor 2/24-3/1/14	28881	02/28/2014	03/06/2014	153.00
							<b>1,400.00</b>
<b>Total Dept. Recreation Leagues:</b>							<b>1,448.60</b>
<b>Dept: 522.000 Senior Citizens Ce</b>							
101-522.000-720.100	Office suppli						
	STAPLES ADVANTAGE///	3222636885	Ink/Sr Center	28867	02/08/2014	03/06/2014	76.01
							<b>76.01</b>
101-522.000-725.300	Natural gas						
	SOUTHERN CALIFORNIA GA		193 926 4200 5 1/10-2/11/14	28865	02/13/2014	03/06/2014	54.47
							<b>54.47</b>
101-522.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	92.65
							<b>92.65</b>
<b>Total Dept. Senior Citizens Center:</b>							<b>223.13</b>
<b>Dept: 551.000 Library</b>							
101-551.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	70.82
							<b>70.82</b>
<b>Total Dept. Library:</b>							<b>70.82</b>
<b>Total Fund General Fund:</b>							<b>62,054.90</b>



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	IMPERIAL HARDWARE CO.,	344884/2	Sponges, Soap, Keys	28834	02/15/2014	03/06/2014	20.42
	IMPERIAL HARDWARE CO.,	345082/2	Soap, Paint, Bolts, Spray Gun	28834	02/18/2014	03/06/2014	45.29
	IMPERIAL HARDWARE CO.,	345103/2	Vinyl Tube	28834	02/18/2014	03/06/2014	14.84
	IMPERIAL HARDWARE CO.,	345537/2	Padlocks, Tape, Vinyl Tubing	28834	02/20/2014	03/06/2014	70.91
	IMPERIAL HARDWARE CO.,	342708/2	Cleaner, Brushes, Valve, Bags	28834	01/28/2014	03/06/2014	50.57
	IMPERIAL HARDWARE CO.,	343375/2	Apron, Pouch, Tool Bag, Belts	28834	02/03/2014	03/06/2014	85.24
	IMPERIAL HARDWARE CO.,	344181/2	Round-Up, Traps, Chain	28834	02/10/2014	03/06/2014	27.25
	IMPERIAL HARDWARE CO.,	344447/2	Rubber Tip, Nipple	28834	02/12/2014	03/06/2014	13.72
	IMPERIAL HARDWARE CO.,	344503/2	Mailbox Address Kit	28834	02/12/2014	03/06/2014	6.61
	IMPERIAL HARDWARE CO.,	344797/2	Mailbox Address Kit	28834	02/14/2014	03/06/2014	6.61
	R.J. SAFETY SUPPLY CO., I	321471-0002	Safety Glasses, Gloves	28857	01/30/2014	03/06/2014	32.41
	STIFF EQUIPMENT INC.///	48342	Cold Roll	28868	02/10/2014	03/06/2014	5.11
							<b>537.07</b>
501-321.000-721.900	Small tools &						
	IMPERIAL HARDWARE CO.,	345082/2	Soap, Paint, Bolts, Spray Gun	28834	02/18/2014	03/06/2014	39.75
	MSC INDUSTRIAL SUPPLY C	93758534	Motor	28844	02/12/2014	03/06/2014	169.95
							<b>209.70</b>
501-321.000-730.100	Professional						
	RUIZ, INC./FERNANDO//	120219	CUPA Business Plan Update	28860	02/17/2014	03/06/2014	625.00
							<b>625.00</b>
501-321.000-730.200	Technical se						
	IMPERIAL LANDFILL, INC.///	0000012615	Trash Disposal/WTP	28836	01/31/2014	03/06/2014	52.26
	ORANGE COMMERCIAL CRE	6598	Microbiology Analysis	28850	02/03/2014	03/06/2014	330.00
	ORANGE COMMERCIAL CRE	6630	Microbiology Analysis	28850	02/17/2014	03/06/2014	330.00
	ORANGE COMMERCIAL CRE	6609	Microbiology Analysis	28850	02/10/2014	03/06/2014	330.00
	ORANGE COMMERCIAL CRE	6634	Aluminum Analysis	28850	02/20/2014	03/06/2014	1,030.00
	ORANGE COMMERCIAL CRE	6643	Microbiology Analysis	28850	02/24/2014	03/06/2014	327.00
							<b>2,399.26</b>
501-321.000-740.100	Repair & ma						
	AVAYA, INC.///	2732980198	Equipment Maint/Public Works	28799	02/22/2014	03/06/2014	102.55
	STIFF EQUIPMENT INC.///	48442	Repair Shears	28868	02/14/2014	03/06/2014	43.00
							<b>145.55</b>
501-321.000-740.200	Cleaning ser						
	ALSCO AMERICAN LINEN DI	LYUM824340	Cleaning Services	28791	02/07/2014	03/06/2014	52.77
	ALSCO AMERICAN LINEN DI	LYUM829107	Cleaning Services	28791	02/21/2014	03/06/2014	57.92
							<b>110.69</b>
501-321.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	221.68
							<b>221.68</b>
501-321.000-750.500	Training						
	CRWA///		CRWA EXPO 2014/R Mireles	28810	02/20/2014	03/06/2014	212.50
							<b>212.50</b>
							<b>Total Dept. Water Treatment: 16,770.20</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-740.100	Repair & ma						
	AVAYA, INC.///	2732980198	Equipment Maint/Public Works	28799	02/22/2014	03/06/2014	102.56
							<b>102.56</b>
501-322.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	66.47
							<b>66.47</b>
							<b>Total Dept. Water Distribution: 169.03</b>

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<b>Total Fund Water:</b>							<b>17,788.72</b>
<b>Fund: 503 Water Debt Service</b>							
<b>Dept: 000.000</b>							
503-000.000-021.028	UNION BAN UNION BANK, N.A.///		CSCDA Debt Pymt 6711737109	28872	02/17/2014	03/06/2014	-1.40
							<u>-1.40</u>
503-000.000-021.030	UNION BAN UNION BANK, N.A.///		CSCDA Debt Pymt 6711737109	28872	02/17/2014	03/06/2014	-0.10
							<u>-0.10</u>
<b>Total Dept. 000000:</b>							<b>-1.50</b>
<b>Dept: 321.000 Water Treatment</b>							
503-321.000-760.100	Interest UNION BANK, N.A.///		CSCDA Debt Pymt 6711737109	28872	02/17/2014	03/06/2014	57,633.75
							<u>57,633.75</u>
<b>Total Dept. Water Treatment:</b>							<b>57,633.75</b>
<b>Fund Water Debt Service:</b>							<b>57,632.25</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater Collec</b>							
511-331.000-440.730	Sewer servic GADDIS/MARK//		Refund OverPayment 641 Stanle	28821	02/28/2014	03/06/2014	32.38
							<u>32.38</u>
511-331.000-740.100	Repair & ma AVAYA, INC.///	2732980198	Equipment Maint/Public Works	28799	02/22/2014	03/06/2014	102.55
							<u>102.55</u>
511-331.000-750.200	Communicat AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	32.91
							<u>32.91</u>
<b>Total Dept. Wastewater Collection:</b>							<b>167.84</b>
<b>Dept: 332.000 Wastewater treatm</b>							
511-332.000-720.500	Electrical sup HOUSTON SERVICE INDUST	INV38248	Electrical Panels	28829	12/11/2013	03/06/2014	655.88
							<u>655.88</u>
511-332.000-720.600	Plumbing su O'MALLEY PLUMBING/JIM// O'MALLEY PLUMBING/JIM//	87309 86097	Fitting, Nipple Clamps	28848 28848	02/14/2014 01/09/2014	03/06/2014 03/06/2014	7.84 66.26
							<u>74.10</u>
511-332.000-721.200	Other operat IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO.,	344200/2 344550/2	Cleaner, Bags, Brush, Paint Chip Brush	28834 28834	02/10/2014 02/13/2014	03/06/2014 03/06/2014	117.05 6.42
							<u>123.47</u>
511-332.000-730.200	Technical se ENVIROMATRIX ANALYTICA ENVIROMATRIX ANALYTICA ENVIROMATRIX ANALYTICA ORANGE COMMERCIAL CRE ORANGE COMMERCIAL CRE	9120240 9120453 9120454 6608 6607	Enterococcus, Coliform Analysi Enterococcus, Coliform Analysi Enterococcus, Coliform Analysi Effluent Analysis Microbiology Analysis	28816 28816 28816 28850 28850	12/14/2009 12/22/2009 12/22/2009 02/10/2014 02/10/2014	03/06/2014 03/06/2014 03/06/2014 03/06/2014 03/06/2014	132.25 115.00 132.25 2,736.00 3,386.00
							<u>6,501.50</u>
511-332.000-740.200	Cleaning ser						

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	ALSCO AMERICAN LINEN DI	LYUM825314	Cleaning Services	28791	02/11/2014	03/06/2014	99.25
	ALSCO AMERICAN LINEN DI	LYUM827725	Cleaning Services	28791	02/18/2014	03/06/2014	97.78
							<b>197.03</b>
511-332.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	79.53
	BEAMSPEED INTERNET SEF	372503	Wireless Internet 2/28-3/29/14	28801	02/28/2014	03/06/2014	69.95
							<b>149.48</b>
511-332.000-750.500	Training						
	CRWA///		CRWA EXPO 2014/R Mireles	28810	02/20/2014	03/06/2014	212.50
							<b>212.50</b>
							<b>Total Dept. Wastewater treatment: 7,913.96</b>
							<b>Total Fund Wastewater: 8,081.80</b>

**Fund: 512 Wastewater Projects**

**Dept: 331.100 Sewer coll. sys. im**

512-331.100-730.100	Professional						
	PSOMAS & ASSOCIATES, IN	94407	Construction Support/Lift	28855	02/19/2014	03/06/2014	677.46
							<b>677.46</b>
							<b>Dept. Sewer coll. sys. improvements: 677.46</b>

**Dept: 332.000 Wastewater treatm**

512-332.000-800.400	Equipment						
	NATIONAL AUTO FLEET GR	F4340	2013 Ford F650 Truck W/Dump	28846	01/28/2014	03/06/2014	87,680.58
							<b>87,680.58</b>
							<b>Total Dept. Wastewater treatment: 87,680.58</b>
							<b>Fund Wastewater Projects: 88,358.04</b>

**Fund: 521 Solid Waste**

**Dept: 341.000 Solid Waste Collec**

521-341.000-440.740	Solid waste c						
	GADDIS/MARK//		Refund OverPayment 641 Stanle	28821	02/28/2014	03/06/2014	14.24
							<b>14.24</b>
							<b>Total Dept. Solid Waste Collection: 14.24</b>
							<b>Total Fund Solid Waste: 14.24</b>

**Fund: 601 Maintenance**

**Dept: 801.000 Vehicle Maintenan**

601-801.000-720.400	Automotive s						
	AUTO ZONE, INC. #2804///	2804032193	Antifreeze & Coolant/Shop	28797	02/25/2014	03/06/2014	71.22
	AUTO ZONE, INC. #2804///	2804032177	Alternator #915 P.D.	28797	02/25/2014	03/06/2014	301.31
	EL CENTRO MOTORS///	5089225	Control Module #914 P.D.	28815	02/24/2014	03/06/2014	140.92
	EL CENTRO MOTORS///	5089240	Fan Motor Assembly #914 P.D.	28815	02/24/2014	03/06/2014	257.59
	NORTHEND AUTOPARTS, IN	491412	Bulb	28847	02/12/2014	03/06/2014	2.87
	NORTHEND AUTOPARTS, IN	492343	Brake Pads #914	28847	02/21/2014	03/06/2014	76.10
	NORTHEND AUTOPARTS, IN	492491	Belt #922 P.D.	28847	02/24/2014	03/06/2014	61.43
	O'REILLY AUTO PARTS///	2648-297186	Switch #175 Graffitti	28849	02/20/2014	03/06/2014	12.67
	O'REILLY AUTO PARTS///	2648-298215	Oil Filter #923 P.D.	28849	02/26/2014	03/06/2014	4.53
							<b>928.64</b>
601-801.000-740.100	Repair & ma						
	AIRWAVE COMMUNICATION	426959	Repair Siren #907 P.D.	28789	02/26/2014	03/06/2014	234.56
							<b>234.56</b>

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	ALSCO AMERICAN LINEN DI	LYUM831894	Uniform Cleaning Services	28791	03/03/2014	03/06/2014	34.08
	ALSCO AMERICAN LINEN DI	LYUM831895	Cleaning Services	28791	03/03/2014	03/06/2014	32.81
	ALSCO AMERICAN LINEN DI	LYUM829532	Uniform Cleaning Services	28791	02/24/2014	03/06/2014	34.08
	ALSCO AMERICAN LINEN DI	LYUM829533	Cleaning Services	28791	02/24/2014	03/06/2014	32.03
							<b>133.00</b>
601-801.000-750.200	Communicat						
	AT&T-CALNET 2///		Telephone Services 1/20-2/19	28796	02/20/2014	03/06/2014	36.68
							<b>36.68</b>
							<b>Total Dept. Vehicle Maintenance Shop: 1,332.88</b>
							<b>Total Fund Maintenance: 1,332.88</b>
<b>Fund: 602 Risk Management</b>							
<b>Dept: 000.000</b>							
602-000.000-200.034	Health insur						
	CA PUBLIC EMP. RETIREME	100000014234535	Mar. 2014 Medical Insurance	28808	02/14/2014	03/06/2014	62,755.31
	DELTA DENTAL///	BE000750175	Dental Insurance Mar. 2014	28811	03/01/2014	03/06/2014	8,846.81
	PRINCIPAL FINANCIAL GRO		Life Insurance/Mar. 2014	28854	02/15/2014	03/06/2014	3,737.18
	VISION SERVICE PLAN (CA)		March Vision Insurance	28876	02/20/2014	03/06/2014	2,281.97
							<b>77,621.27</b>
							<b>Total Dept. 000000: 77,621.27</b>
							<b>Total Fund Risk Management: 77,621.27</b>
							<b>Grand Total: 438,833.26</b>

Check Register Report

Date: 03/07/2014

Time: 8:33 AM

Page: 1

City of Brawley

Check Number	Check Date	Printed	Vendor Number	Vendor Name	Check Description	Amount
28882	03/07/2014	Printed	A368	AFLAC INC.	Cancer, ICU, Disability	2,986.50
28883	03/07/2014	Printed	C889	CALIFORNIA STATE DISBURSEME	Deductions	2,712.90
28884	03/07/2014	Printed	C110	COLUMBUS BANK & TRUST COMPA	Unreimb. Medical & Dependent	432.28
28885	03/07/2014	Printed	F689	FRANCHISE TAX BOARD	Deductions	752.29
28886	03/07/2014	Printed	N944	NATIONAL PLAN COORDINATORS	Deferred Comp Plan #340233-01	6,315.44
28887	03/07/2014	Printed	N187	NATIONWIDE RETIREMENT SOLUTION	Deferred Compensation #05270	470.00
28888	03/07/2014	Printed	S325	SUN COMMUNITY FED. CREDIT UNIO	Credit Union Deductions	1,771.00
28889	03/07/2014	Printed	U110	UNITED WAY OF IMPERIAL COUNTY	United Way Deductions	23.00

8

Checks Total (excluding void checks): 15,463.41



**CITY OF BRAWLEY**

**March 4, 2014**

The City Council of the City of Brawley, California met in regular session at 6:00 PM, Emergency Operations Center, 351 Main Street, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

The meeting was called to order by **Mayor Campbell @ 6:00 PM**

**PRESENT:** Campbell, Couchman, Nava, Noriega, Wharton

**ABSENT:** None

The invocation was offered by **Pastor Richard Rodriguez, House of Bread Ministries**

The pledge of allegiance was led by **CM Nava**

**1. APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Nava/Noriega 5-0

**2. PUBLIC APPEARANCES**

- a. **Jason Zara**, Brawley Chamber of Commerce Executive Director, reminded everyone of the State of the City Mayor's Breakfast on Friday, March 7, 2014 starting at 7:00 am at the Stockmen's Club of Imperial Valley and the Farmer's Market that will take place on Saturday, March 8, 2014 from 12:00 – 4:00 pm.
- b. **Juan Gonzales**, IVROP staff, updated the City Council on services the students have provided to various cities throughout the valley. **Alexa Montoya**, IVROP student, spoke on behalf of the students.
- c. **Alfred Legler** spoke on behalf of several employees in the audience regarding the closure of the ICE Facility in El Centro. Last week they were told the facility would be closing and that they needed to look for other jobs. An Ad-Hoc Committee has been formed.
- d. **Ryan Kelley**, Imperial County Supervisor, updated the City Council on several issues. Thanked CM Wharton and CM Nava for participation in the National Beef Ad Hoc Committee; briefed the City Council on recent trip to Washington, DC and spoke about the Salton Sea Restoration and Potential Renewable Energy, Joint Strike Fighter at NAF and the closure of ICE. It was also noted that the County of Imperial applied for a grant to address high rates of teen pregnancy in Brawley and Calexico.

### **3. CONSENT AGENDA**

The consent agenda was **approved** as submitted. m/s/c Nava/Noriega 5-0

- a. **Approved** Accounts Payable Registers for February 13, 2014, February 20, 2014, February 21, 2014 and February 27, 2014.
- b. **Approved** Minutes of February 11, 2014 (adjourned) and February 18, 2014.
- c. **Approved** Purchase and Installation of two additional security cameras and radio point to point connectivity between the City of Brawley Transit Transfer Station and the Community Development Services Building in an amount not to exceed \$21,149.15 from Athenx, Inc.
- d. **Rejected** Claims as recommended by Carl Warren & Company Claims Management Adjusters for Claimant: Sarah Ferguson

### **4. REGULAR BUSINESS**

- a. Review and Potential Action regarding the request from the Brawley Chamber of Commerce, the Institute of Socio Economic Justice and the Brawley Community Foundation to sell and consume alcohol on Main Street on April 12, 2014 as part of the Brawley Farmer's Market, the 8<sup>th</sup> Annual Cesar Chavez Family Festival and the 2<sup>nd</sup> Annual Celebration "Taking Back Main Street".

The City Council **approved** the request from the Brawley Chamber of Commerce, the Institute of Socio Economic Justice and the Brawley Community Foundation to sell and consume alcohol on Main Street on April 12, 2014 as part of the Brawley Farmer's Market, the 8<sup>th</sup> Annual Cesar Chavez Family Festival and the 2<sup>nd</sup> Annual Celebration "Taking Back Main Street". m/s/c Nava/Wharton 5-0

- b. Discussion and Potential Action regarding Strategic Planning for the City of Brawley; Power Point Presentation by Council Member Donald Wharton

*\* Workshop notes are in progress and will be prepared for final presentation to the City Council for approval.*

### **5. CITY COUNCIL REPORTS**

**Noriega:** Attended Dr. Patricia Saracco-Lang Retirement Dinner and met with Congressman Juan Vargas.

**Wharton:** None to report

**Nava:** None to report

**Couchman:** Attended meeting with National Rifle Association and Rotary Training.

**Campbell:** Attended Dr. Patricia Saracco-Lang Retirement Dinner and thanked staff for their continued hard work.

**8. CITY MANAGER'S REPORT** None

**9. TREASURER'S REPORT** None

**10. CITY ATTORNEY'S REPORT** None

**11. CITY CLERK** None

**12. ADJOURNED TO CLOSED SESSION @ 9:25 PM**

**ANTICIPATED LITIGATION** (G.C. Section 54956.9)

- a. Conference with Legal Counsel – Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9. There is one (1) potential case.

**ADJOURNMENT:** Next Adjourned Regular Meeting, *Tuesday, March 18, 2014*, City Council Chambers, 383 Main Street, Brawley, California.

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***Alma Benavides***, City Clerk





**CONTRACT CHANGE ORDER**

Date: February 25, 2014	Project Name: Asphalt Rehabilitation of River Drive
To: Hazard Construction 6465 Marindustry Place San Diego, CA 92121	Contractor: Hazard Construction Contract No.: 2013-12 Change Order No.: 001
Attn.: Chad Oppen	Schedule: Bid Schedule Subject: Various items

**Description and Justification of Change in Scope:**

<p>ITEM DESCRIPTION</p> <p><u>Utility Cover Adjustment to grade.</u></p> <p>The plans called out for the adjustment to grade of 4 water valves. During construction 2 additional valves were found and adjusted.</p> <p><u>Remove and Relocation of Pedestrian Push Button Pole.</u></p> <p>Due to the installation of a handicap ramp at the existing crosswalk on the east side of Western Ave., the pedestrian push button pole had to be relocated per ADA standards.</p> <p><u>#9. Asphalt Concrete.</u></p> <p>Due to the decrease of more than 25% of asphalt concrete quantities, the contractor requested an adjustment to compensation as allowed by the contract.</p> <p><u>#7. 1" Cold Mill.</u></p> <p>Due to the decrease of more than 25% of asphalt concrete quantities, the contractor requested an adjustment to compensation as allowed by the contract.</p> <p><u>Collect, transport, and dispose of plastic pipe.</u></p> <p>Collect, transport, and dispose of plastic pipes from relocated communication conduits not contemplated on the contract.</p>
--

**Cost Estimate for the above:**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<b>Bid Schedule</b>				
	Utility Cover Adjustment to Grade.	2	EA	\$661.25	\$1,322.50
	Remove and Relocation of Pedestrian Push Button Pole.	1	LS	\$1,415.08	\$1,415.08
9	Asphalt Concrete.	1	LS	\$5,372.05	\$5,372.05
7	1" Cold Mill.	1	LS	\$648.50	\$648.50



**CONTRACT CHANGE ORDER**

	Collect, transport, and dispose of plastic pipe.	1	LS	\$580.62	\$580.62
				SUBTOTAL	\$9,338.75
				5% Retention	\$466.94
TOTAL AMOUNT OF THIS CHANGE ORDER LESS 5% RETENTION:					\$8,871.81

The contractor will be paid the agreed price upon completion of the work. The above list prices includes full compensation for all labor, materials tools and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works.

Specifications, where pertinent and not in conflict with the above shall apply to these changes.

Time Extension. This Contract Change Order will extend the original contract date of completion from September 4, 2013 to October 10, 2013.

In accordance with Sections C-14 "Delays and Extension of Time" of the General Conditions of the contract, the City hereby grants a time extension of 36 calendar days.

The justification for this time extension is the additional construction items of work above described that the City asked the contractor to perform and also the following:

Removal and Relocation of anchor wires of Imperial Irrigation District power poles (performed by IID).

Removal and relocation of Time Warner Cable conduits (performed by Time Warner Cable contractor).

Rain days.

Repair of unknown water pipe and service broken during construction activities.

Replacement of existing old water valve and later on repair a leak (performed by external contractor not part of this contract).

This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

TOTAL ADDITIVE CHANGE:                     \$9,338.75                    .

Current Contract amount :	\$164,850.00
Amount of Change :	\$9,338.75
New Contract amount :	\$174,188.75



---

**CONTRACT CHANGE ORDER**

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date

City:

\_\_\_\_\_  
Construction Manager

\_\_\_\_\_  
Date

City:

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

City:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

City:

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Date

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 18, 2014  
City Manager: 

**PREPARED BY:** Steven Sullivan, Associate Civil Engineer

**PRESENTED BY:** Yazmin Arellano-Torres, Public Works Director

**SUBJECT:** Memorandum of Understanding between the City of Brawley and the Imperial County Air Pollution Control District for the paving of the Volunteer Park Parking Lot.

**CITY MANAGER RECOMMENDATION:** Authorize the City Manager or her designee to execute a Memorandum of Understanding (MOU) between the City of Brawley (City) and the Imperial County Air Pollution Control District (ICAPCD) for the paving of the Volunteer Park Parking Lot funded by Rule 310 Mitigation Funding and all documents in relation with this project and grant.

**DISCUSSION:** The ICAPCD administers the Rule 310 Operational Development Fee goals and objectives in an effort to mitigate the air impacts produced in Imperial County. Rule 310 funds aim to preserve and protect public health, public safety and the environment.

The City of Brawley Public Works Department successfully applied for Rule 310 mitigation project funding in the amount of three hundred thousand two hundred seventy dollars (\$300,270) to reduce the emission of PM10 pollutants at this highly utilized facility. The project consists of the paving of the parking area at the northwest corner of Volunteer Park, also described as the southeast corner of River Drive and North First Street. Project construction will be entirely funded by the aforementioned grant.

**FISCAL IMPACT:** In Kind Contribution of City Engineering Technical Support and Construction Management

**ATTACHMENTS:** Memorandum of Understanding (MOU) March 2014  
ICAPCD Correspondence 2/25/14  
ICAPCD Correspondence 2/11/14  
Rule 310 Project Funding Application 9/25/13

1 **MEMORANDUM OF UNDERSTANDING**

2 THIS MEMORANDUM OF UNDERSTANDING ("MOU"), entered into this \_\_\_\_\_ day of  
3 \_\_\_\_\_, 2014, is by and between the IMPERIAL COUNTY AIR POLLUTION  
4 CONTROL DISTRICT, a political subdivision of the State of California ("ICAPCD") and the CITY  
5 OF BRAWLEY, a Municipal corporation of the State of California, ("CITY") (individually, "Party"  
6 collectively, "Parties").

7 **RECITALS**

8 **WHEREAS** CITY, through its Public Works Department, submitted an application, and was  
9 selected, for Rule 310 mitigation project funding in the amount of three hundred thousand two hundred  
10 seventy dollars (\$300,270) from ICAPCD to assist with the paving of the parking area to the north of the  
11 Volunteers Park, bounding River Drive (nearest crossroad is North First Street) within the Brawley City  
12 limits, ("the Project") in an attempt to mitigate PM<sub>10</sub> pollutants coming from the project; and

13 **WHEREAS** ICAPCD, along with the Rule 310 Review Committee, believes CITY's request is  
14 both cost-effective and provides air quality and health benefits to a large number of citizens in Imperial  
15 County;

16 **NOW THEREFORE**, for and in consideration of the mutual promises set out herein, ICAPCD  
17 and CITY have and hereby agree as follows:

18 1. That this MOU shall begin upon the execution, signed by both parties and shall  
19 terminate upon completion of Exhibit "A", attached hereto and incorporated herein by this reference.

20 2. CITY represents and warrants that the people executing this MOU on behalf of CITY  
21 have the authority of CITY to sign this MOU and bind CITY to the performance of all duties and  
22 obligations assumed by CITY herein.

23 3. CITY shall provide all materials and labor to perform the work outlined in this MOU and  
24 as set forth on Exhibit "A".

25 4. CITY shall construct, install, place and perform all described work in conformance with  
26 the California Uniform Building Code and all other applicable statutes, rules and regulations.

27 5. CITY on its own behalf and on the behalf of its agents and employees, agrees that CITY is  
28 acting in an independent capacity and not as an agent, officer or employee of ICAPCD.

1           6.       In no event shall ICAPCD be obligated to pay out funds to, or on behalf of, CITY in an  
2 amount greater than three hundred thousand two hundred seventy dollars (\$300,270), for paving of the  
3 parking area of the Volunteers Park (located at North First Street and River Drive, Brawley, California),  
4 payable upon full execution of this MOU and Exhibit "A". Payment of the grant amount shall be made  
5 directly to CITY. CITY also agrees that work done prior to the execution of this MOU, is at CITY own  
6 cost.

7           7.       CITY represents and warrants that any employee, contractor, subcontractor and agent who  
8 will be performing any of the duties and obligations required by this MOU possess all required licenses  
9 and authorities, as well as the experience and training, to perform such tasks.

10          8.       The Parties agree that time is of the essence in completion of the Project and that  
11 ICAPCD shall monitor all progress related to the Project to ensure it is completed in a timely fashion.  
12 For purposes of this MOU, "timely fashion" shall mean the Project shall be completed as specified in  
13 Exhibit "A". Any requests for extensions of time to perform in a timely fashion shall be in writing and  
14 forwarded to the attention of the ICAPCD's Air Pollution Control Officer. All requests shall outline  
15 the factual basis for the extension request.

16          9.       CITY shall submit periodic status reports to ICAPCD's Air Pollution Control Officer  
17 that illustrate CITY's progress toward completion of the Project.

18          10.      As between ICAPCD and CITY, CITY is deemed responsible and liable for, and CITY  
19 shall indemnify and hold harmless and defend ICAPCD and any and all of its officers, agents, servants,  
20 or employees against any and all claims, loss, damage, charge or expense, including attorney's fees  
21 and costs, whether direct or indirect, to which ICAPCD or such officers, agents, servants, or employees  
22 may be put or subject, by reason of any damage, loss or injury of any kind or nature whatever to  
23 persons or property caused by or resulting from or in connection with any negligent act or action, or  
24 any neglect, or failure to act, when under a duty to act, on the part of CITY, in its performance  
25 hereunder. In addition to any remedy authorized by law, so much of the money due CITY under this  
26 MOU as shall be considered necessary by ICAPCD, may be retained until disposition has been made  
27 of any claim for damages.

28

1 11. Nothing herein contained shall be construed to create, and the Parties hereto expressly  
2 disclaim any intent to create, any form of agency relationship, joint venture or partnership.

3 12. If any term or provision of this MOU, or the application of such provision to a  
4 particular situation, is held by a court of competent jurisdiction to be void, invalid or otherwise  
5 unenforceable, the remaining terms and provisions shall continue in full force and effect.

6 13. If any material provision of this MOU, or the application of such provision to a  
7 particular situation, is held by a court of competent jurisdiction to be void, invalid or otherwise  
8 unenforceable, then the party claiming the benefit of such provision may, upon written notice to the  
9 other party, terminate this MOU. A material breach of this MOU shall include, but not be limited to,  
10 the continued failure to comply with any term or condition for more than thirty (30) days after written  
11 notice of non-compliance.

12 14. This MOU is made and entered into in Imperial County, California. This MOU shall be  
13 construed and enforced in accordance with the laws of the State of California, except that the Parties  
14 agree that any action brought by either Party regarding this MOU shall be brought in a court of  
15 competent jurisdiction in Imperial County or, if appropriate, in the Federal District Court serving  
16 Imperial County.

17 15. The parties hereto agree to act in good faith and deal fairly with the other Party in the  
18 performance of this MOU.

19 16. Notices required hereunder shall be in writing and may be given either personally or  
20 U.S. Mail. Notice personally given shall be deemed given when delivered to the Party to whom the  
21 notice is addressed. Any Party may upon ten (10) days written notice to the other Party, change the  
22 address where notices are to be sent.

23 NOTICES TO COUNTY

24 Imperial County Air Pollution Control District  
25 150 South Ninth Street  
26 El Centro, CA 92243  
27 Telephone: 760/482-4606  
28 Facsimile: 760/353-9904  
Attn: Brad Poiriez, Air Pollution Control Officer

Clerk Of The Board Of Supervisors  
940 Main Street Ste. 209  
El Centro, CA 92243

City of Brawley MOU; March 2014

1 Telephone: 760/482-4220  
2 Facsimile: 760/482-4215  
3 Attn: Blanca Acosta, Clerk of the Board of Supervisors

4 NOTICES TO CITY  
5 CITY OF BRAWLEY  
6 City of Brawley  
7 383 Main Street  
8 Brawley, California 92227  
9 Telephone: 760/351-3059  
10 Facsimile: 760/351-3088  
11 Attn. Alma Benavides, City Clerk

12 17. This MOU constitutes the full and complete agreement between the Parties. All prior  
13 agreements and understandings with respect to the subject matter of this MOU are merged herein. This  
14 MOU may be executed in counterparts.

15 18. The Parties have and hereby agree that the indemnification provision set forth at  
16 Paragraph 10 of this MOU is a material factor in the ICAPCD's Board of Directors approval of this  
17 MOU. Notwithstanding anything in this MOU to the contrary, the full execution by CITY and the  
18 delivery of this MOU to ICAPCD is a condition precedent to the effectiveness of this MOU.

19 19. Any failure by either party to perform any term or provision of this MOU, which failure  
20 continues uncured for a period of thirty (30) days following written notice of such failure from the  
21 other party, unless such period is extended by mutual written consent, shall constitute a default under  
22 this MOU. Any notice given pursuant to this section shall specify the nature of the alleged failure and,  
23 where possible, the manner in which the failure may be satisfactorily cured.

24 20. Upon failure to cure as herein provided, the party alleging the failure may institute legal  
25 or equitable proceedings to enforce this MOU.

26 21. CITY shall not have the right to transfer all or any portion of its interest, rights and  
27 obligations under this MOU except in conjunction with the transfer of a like interest in the Project.  
28 Any transfer of an equity interest in the Project shall require assumption by the transferee of a  
proportional part of the rights and obligations hereunder. Notwithstanding such transfer, CITY shall  
remain responsible for the full performance of the rights and obligations imposed upon CITY herein.

22. The Parties acknowledge that this MOU has been negotiated at arm's length. This MOU  
has been reviewed and revised by legal counsel for both ICAPCD and CITY, and no presumption or

City of Brawley MOU; March 2014

1 rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or  
2 enforcement of the same or any subsequent amendments thereto.

3  
4 **IN WITNESS WHEREOF**, the parties have executed this MOU on the day and year first  
5 above written.

6 **IMPERIAL COUNTY AIR**  
7 **POLLUTION CONTROL DISTRICT**

**CITY OF BRAWLEY**

8  
9 \_\_\_\_\_  
10 JOHN R. RENISON, Chairman  
Board of Directors

\_\_\_\_\_

DON C. CAMPBELL, Mayor  
City of Brawley, State of California

11  
12 ATTEST:

13  
14 By: \_\_\_\_\_  
15 BLANCA ACOSTA,  
Clerk of the Board

16  
17 **APPROVED AS TO FORM:**  
18 MICHAEL L. ROOD, County Counsel

19  
20 By: \_\_\_\_\_  
21 BRIAN D. BILL  
Deputy County Counsel

By: \_\_\_\_\_  
DENNIS MORITA  
City Attorney



RULE 310 OPERATIONAL DEVELOPMENT FEE  
FUNDING PROJECT

EXHIBIT A  
CITY OF BRAWLEY

Exhibit A is intended to provide direction and specific requirements necessary to fully execute the proposed project(s) described as the following:

The paving of the parking area north of the Volunteers Park, located on North First Street and River Drive, Brawley, California.

NOW THEREFORE, the "CITY" agrees with the following:

- 1. PM<sub>10</sub> Reduction Project: The "CITY" agrees that on February 24, 2014 their "Request For Proposal" was selected by the Rule 310 Review Committee for funding. The following information describes the PM<sub>10</sub> reduction project(s):

PROJECT NAME AND DESCRIPTION	REQUESTED GRANT AMOUNT
City of Brawley – Volunteers Park Parking Lot Paving Project	\$300,270

- 2. The "CITY" agrees that if the project(s) identified and set forth in section No.1 is funded or considered for funding by any other incentive program sponsored by either State, federal, or any local jurisdiction, another Air District or State program, the "CITY" will notify the Air District immediately.
- 3. "CITY" agrees that the Air District will be contacting the "CITY" to set up a pre-inspection of the identified project(s) described and set forth in section No.1. The inspection is composed of the following:
  - a. Photographic evidence sufficient enough to identify the project(s) as the project(s) described in section No.1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc such that the location of the project(s) is clearly identifiable.
  - b. Formal notice of pre-inspection completeness. The Air District will inform the "CITY" when the pre-inspection process has been completed in the following manner:
    - i. In person





IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

- a. Notification by the "CITY": The "CITY" agrees to notify the Air District of the completion of the described project(s) set forth in section No. 1. This will allow the Air District an opportunity to schedule and conduct a final inspection. Notification by the "CITY" may be in the following manner:
    - i. In person
    - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
  - b. Final Inspection: The "CITY" agrees that vital to the final inspection is the verification of the completion of the project(s) as described and set forth in section No.1. Once notice has been received by the "CITY" that the project(s) has (have) been completed the Air District shall conduct a final inspection which shall include but is not limited to:
    - i. Photographic evidence sufficient enough to identify the project(s) as the original complete project(s) described in section No.1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc such that the location of the project(s) is clearly identifiable.
  - c. Formal Notice of Final Inspection Completeness: The "CITY" agrees that once the Air District receives verification from the inspector that all material aspects of the newly completed project(s) as described and set forth in section No.1 are true and correct notification by the Air District to the "CITY" that the project(s) is (are) complete shall be in the following manner:
    - i. In person
    - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
6. The "CITY" affirmatively states that he or she has legal authority to agree sign to the terms of this Agreement.

CITY OF BRAWLEY

AIR POLLUTION CONTROL DISTRICT

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

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

\_\_\_\_\_  
Alma Benavides  
City Clerk

\_\_\_\_\_  
Monica N. Soucier  
APC Division Manager

**AIR POLLUTION CONTROL DISTRICT**



February 25, 2014

City of Brawley  
180 S. Western Avenue  
Brawley, CA 92227

Attn. Yazmin Arellano, P.E.  
Public Works Director

Dear Madam,

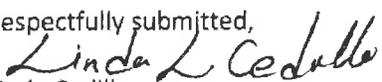
The Air District would like to take this moment to thank you for submitting your proposed funding project under the Rule 310 Operational Development Fee program. This communication intends to provide you, the potential funding recipient, the Rule 310 Committee meeting results, held, Monday February 24, 2014. We are pleased to inform you that the Rule 310 Committee reviewed your proposed project and elected to fund the following:

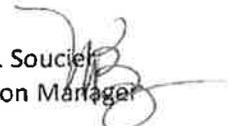
- 1) City of Brawley Volunteers Park, Parking lot paving project. Awarded dollar amount: \$ 300,270.00

The next step in the process is the acceptance of terms and conditions for funding under a Memorandum of Understanding (MOU). Unless otherwise notified, the Air District will begin developing the MOU for your review and signature, this should take about 2 weeks. Upon acceptance of the terms and conditions, the signed MOU will be presented to the Imperial County Air Pollution Control District Board of Directors for approval. Once approved, the Air District will remit another letter indicating that the terms must be completed prior to the release of any funds.

Should you have any questions or concerns please do not hesitate to call.

Respectfully submitted,

  
Linda Cedillo  
APC Environmental Coordinator

  
Monica N. Soucier  
APC Division Manager

AIR POLLUTION CONTROL DISTRICT



February 11, 2014

City of Brawley  
180 S. Western Avenue  
Brawley, CA 92227

Attn. Yazmin Arellano, P.E.  
Public Works Director

Dear Madam,

The Air District would like to thank you for the submittal of your application for consideration under the Rule 310 Incentive program. The Air District has finalized its cost effectiveness analysis and is happy to report that your project meets the Cost Effectiveness criteria. Section E.7 of Rule 310 grants final selection authority to the Rule310 Committee. The Air District is preparing and scheduling a meeting this month for the Rule 310 committee. As soon as the Air District confirms a meeting date additional information, such as award amounts, will be provided to you concerning your submitted project. Once the selection is complete you will receive notification of the results – please note that all results will be posted on the Air District website. Should your project be selected you will be asked to review and agree to terms as specified in a Memorandum of Understanding. In any event, the Air District would like to thank you for your submittal.

Should you have additional questions please feel free to call or e-mail the Division Manager or myself.

Respectfully submitted,

Linda Cedillo  
APC Environmental Coordinator

Monica N. Soucier  
APC Division Manager

## RULE 310 PROJECT FUNDING APPLICATION

### BASIC PROJECT INFORMATION

Project Title  Date   
Beneficiary  
State/Region

### PROJECT MANAGER

First Name   
Occupation Title   
Address   
City  State  ZIP   
Contact Number   
E-mail

### EXECUTIVE SUMMARY

The City of Brawley would like to partner with the Imperial County APCD in an effort to mitigate the air impact produced in the County of Imperial by fugitive dust emissions thereby preserving and protecting public health and safety and the environment.

The City of Brawley is seeking funds to pave a dirt parking lot at Volunteer Park located at the intersection of N. 1st Street and River Drive. Volunteer Park Parking Lot Phase 1 is utilized year round with an average of 300 trips per day generating dust and affecting the residents of Brawley. Volunteer Park Parking Lot Phase 1 will reduce county wide fugitive dust emissions thereby improving the environment, the residents' quality of life and health conditions.

## SCOPE OF WORK PART I

**a. Describe the project history and/or background referenc why the project should be chosen.**

Volunteer Park is a 4 acre park that was constructed by residents volunteering their time and resources. Volunteer Park is a multipurpose park that is utilized year round by the residents of Brawley, as well as by residents from other cities and areas of the county participating in different sports leagues. Volunteer Park does not have paved parking lots. Particulate matter (PM10) pollution consists of very small liquid and solid particles floating in the air. Of greatest concern to public health are the particles small enough to be inhaled into the deepest parts of the lung. Volunteer Park Parking Lot Phase 1 will improve the residents' and users' quality of life and health by eliminating the source of PM10 pollution. The City of Brawley has historically been at an extreme disadvantage to fund projects of this nature due to unfunded mandates and its revenue

**b. Explain how the project will benefit the Imperial County.**

Volunteer Park Parking Lot Phase 1 will benefit the entire Imperial County area by eliminating the source of PM10 air pollution. The paving of the dirt parking lot proposed as Volunteer Park Parking Lot Phase 1 will reduce approximately 13,296.43 pounds per year of air pollution from the Imperial County. This reduction proposes a cost effectiveness of \$1.52 per pound based on a project life of 20 years. The elimination of the source of PM10 pollution at Volunteer Park will assist in improving the Imperial County residents' health conditions and quality of life.

**c. Specify project goals and objectives.**

Volunteer Park Parking Lot Phase 1 scope of work includes the paving of an existing dirt parking lot of approximately 25,300 sq. ft. The project design and environmental documents are substantially completed by City of Brawley Engineering Department staff. The project goal is to help in the overall county wide reduction of PM10 pollution and the project objective is to improve the health conditions and quality of life of the residents in the Imperial County.

**d. Describe measurable environmental results and outcomes.**

Volunteer Park Parking Lot Phase 1 will reduce dust emissions of approximately 16.5kg/day with a cost effectiveness of \$1.52 per pound based on a project life of 20 years. The base methodology for estimating unpaved areas dust emissions is based on ARB methodology in which the area of the unpaved area, the assumed vehicle miles traveled and an emission factor is considered as part of the calculation.

## SCOPE OF WORK PART II

**e. Describe the approach you intend to use to implement the proposed project.**

The Project design and environmental documents are substantially completed. The Project design and Project management will be performed in house by City of Brawley licensed engineering staff. Once the funding is approved and an agreement is executed with the County of Imperial, City of Brawley Engineering staff shall be able to deliver the project within 12 months.

**f. Describe the measures taken to ensure the project will be completed on the indicated time line.**

City of Brawley registered civil engineers and technical staff are capable of carrying out a project of this scope within the stated time line. Once the fund agreement with County of Imperial is executed, City of Brawley Engineering Department staff will prioritize delivery of this project that will benefit the health and living conditions of park users and residents county wide.

**g. Roles and responsibilities associated with the project and entities receiving funds.**

The administration of the project design and construction will be managed by the City of Brawley Engineering Division. The actual construction will be advertised for competitive bids.

**h. The Project Manager must ensure that part of the Project Management Study includes the following: Implementation, monitoring, reporting, and preparing for any audits and/or evaluations.**

The City of Brawley's Engineering Division will be managing this project. The City of Brawley Engineering Division has experience in delivering federally, state and local funded projects on time and on budget. The City of Brawley Engineering Division has participated in numerous successful project audits. The City of Brawley Engineering Division has 3 licensed civil engineers, 1 licensed land surveyor, 1 engineering technician and 1 contracts and labor compliance administrator. The City of Brawley Public Works Director/City Engineer will provide quality control checks for the successful project implementation, project monitoring and timely reporting as required.

### SCHEDULE OF ACTIVITIES

**Describe the activities of Phases One (1) through Three (3)**

**Phase One (1)** Preliminary Engineering and Environmental Phase

**Expected Start Date** 8/01/2013 **Expected End Date** 10/31/2013

Describe below

The Preliminary Engineering and Environmental phases are substantially completed and anticipated for final completion by the end of October, 2013.

The work involved in this phase was performed in house by City of Brawley Engineering staff.

**Phase Two (2)** Plans, Specifications, Construction Bidding and Contract Award

**Expected Start Date** 03/01/2014 **Expected End Date** 06/30/2014

Describe below

The design of plans and development of specifications will be performed by City of Brawley Engineering staff. The plans and specifications will be advertised for competitive construction bids. Once the lowest responsible responsive bidder is recommended to Council for an Award of the construction bid, a contract will be executed to begin construction.

**Phase Three (3)** Construction, Evaluation and Close Out

**Expected Start Date** 07/01/2014 **Expected End Date** 09/30/2014

Describe below

The construction will be performed by the lowest most responsive responsible bidder. The City of Brawley Engineering Department will be performing the activities associated with construction inspection, project management, final evaluation and construction project close out.



Engineers Estimate of Probable Cost  
 Volunteer Park Parking Lot Improvements  
 9/30/2013

Plans and Specifications

Item	Description	QTY	Unit	Unit Price	Amount
1A	Design	1	LS	\$ 30,000.00	\$ 30,000.00
Subtotal					\$ 30,000.00

Construction

Item	Description	QTY	Unit	Unit Price	Amount
1B	Mob / Demob	1	LS	\$ 40,000.00	\$ 40,000.00
2B	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
3B	Survey & Staking	1	LS	\$ 4,500.00	\$ 4,500.00
4B	Storm Water Compliance	1	LS	\$ 2,000.00	\$ 2,000.00
5B	Earthwork, Grading, Removals	1	LS	\$ 25,000.00	\$ 25,000.00
6B	Subgrade Preparation	1	LS	\$ 10,000.00	\$ 10,000.00
7B	Concrete Ribbon Gutter	350	LF	\$ 36.00	\$ 12,600.00
8B	Redwood Header	450	LF	\$ 10.00	\$ 4,500.00
9B	6" Class II Base	700	TON	\$ 50.00	\$ 35,000.00
10B	3" Asphalt	400	TON	\$ 125.00	\$ 50,000.00
11B	Sign Relocation	1	LS	\$ 2,500.00	\$ 2,500.00
12B	Striping	1	LS	\$ 5,000.00	\$ 5,000.00
13B	Landscaping and Irrigation	1	LS	\$ 50,000.00	\$ 50,000.00
14B	Concrete Wheel Stops	42	EA	\$ 50.00	\$ 2,100.00
Subtotal					\$ 245,700.00
Contingency (10%)					\$ 24,570.00

**Total \$ 300,270.00**



## Volunteer Park Parking Lot Improvements Emission Reduction Calculation

### Scope of Work:

Pave Volunteer Park Parking Lot at a cost of \$300,270. Work includes 25,300 sq ft of new parking lot including striping.

### Methodology:

The base methodology for estimating unpaved areas dust emissions is based on ARB methodology in which the area of the unpaved area, the assumed vehicle miles traveled and an emission factor is considered as part of the calculation. An emission factor of 2.0 lb was used for the purpose of this calculation.

### Assumptions:

Length of parking lot = 0.085 miles

Emission Factor = 2.0 lb PM-10/VMT

Passes per day = 300 vehicle per day during event

Assume = event 5 out of 7 nights year-round

### Calculations:

Total Emission Reduction

0.085 miles x 300 Vehicle/Day x 2.0 lb PM-10/VMT x 365 day/year x 5/7  
= 13,296.43 lb/yr x 0.45359 kg/lb x 1 yr/365 day

= 16.5 kg/day

**Capital Recovery Factor (CRF)** =  $[(1+i)^n(i)] / [(1+i)^n - 1] = 0.0672$

i = 3%

n = project life = 20 yr

**Cost Effectiveness** =  $(0.0672 \times \$300,270 \times 1000 \text{ kg/metric ton}) / (16.5 \text{ kg/day} \times 365 \text{ day/yr})$   
= \$3,340 dollars / metric ton x 1 metric ton / 2204 lb

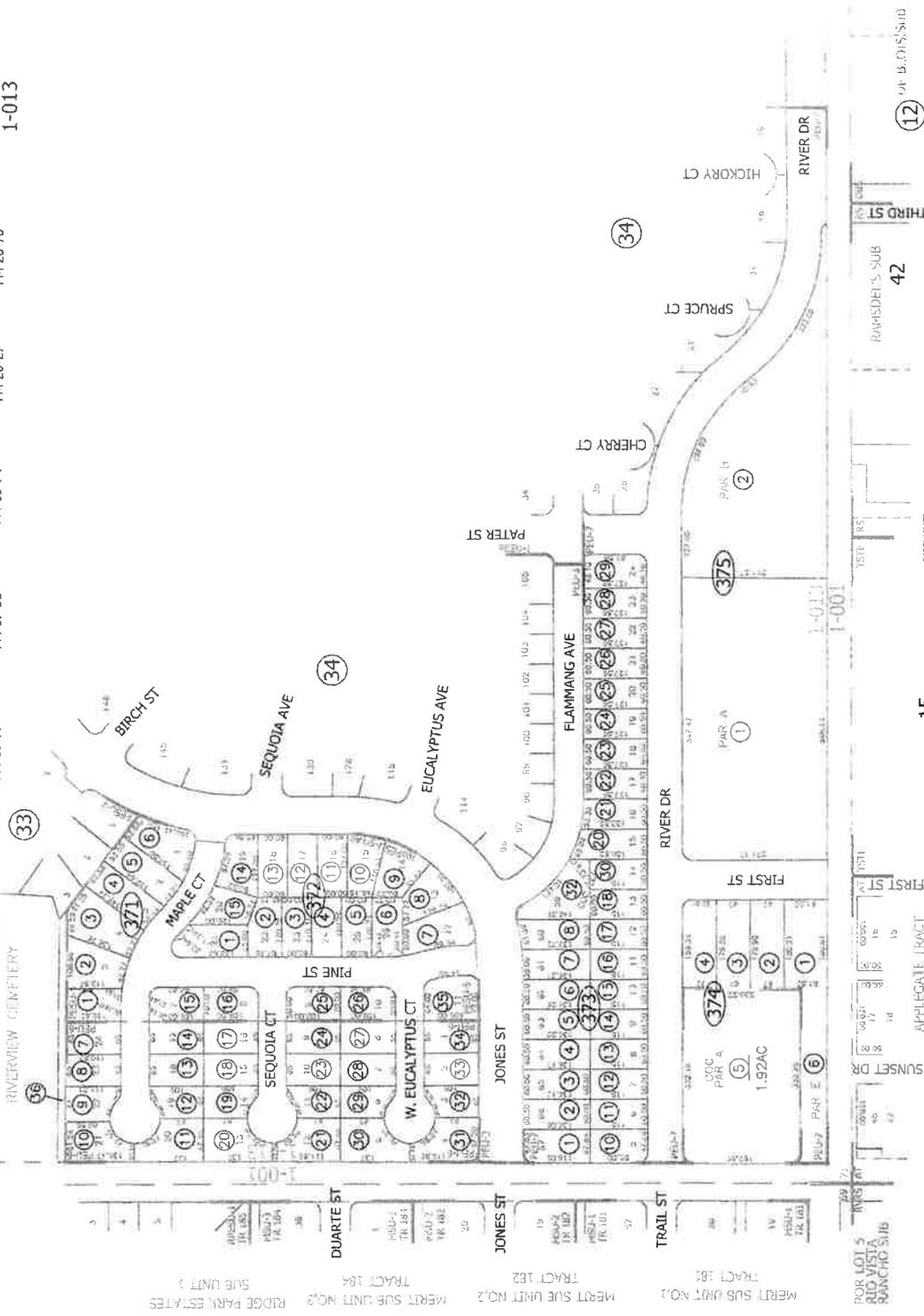
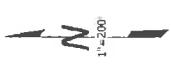
= \$1.52 dollars/lb

POR. PARKSIDE ESTATES SUB. UNIT NO.1 & UNIT NO.2 & UNIT NO.3 & UNIT NO.5 & UNIT NO.6 & UNIT NO.7

46-37

Tax Area Code  
1-013

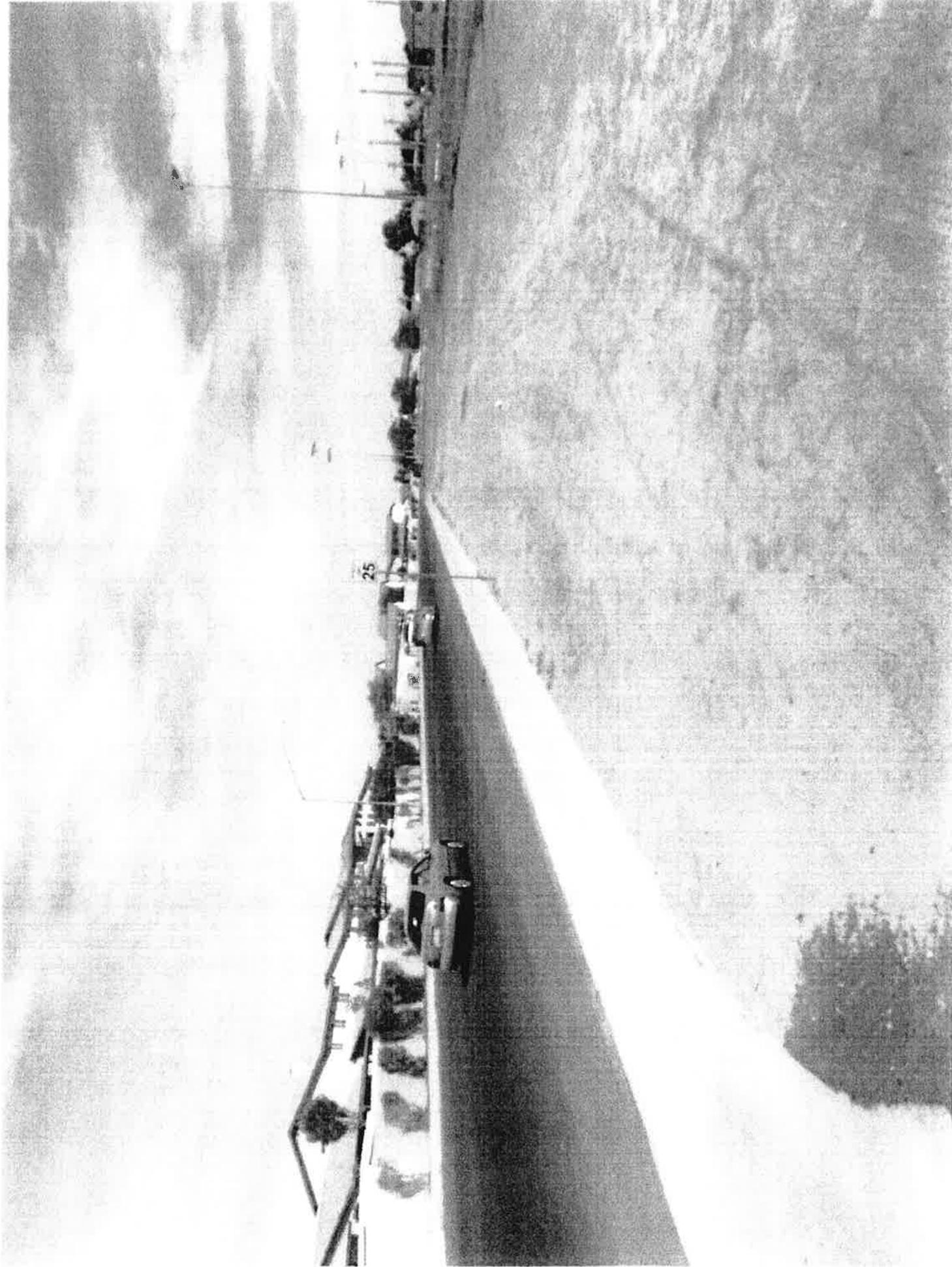
FM 15-77 FM 17-33 FM 19-74 FM 20-27 FM 20-70



FROM 46-34  
01-06-05 RM  
04-21-05 AR

DISCLAIMER:  
THIS IS NOT AN OFFICIAL MAP.  
THE CITY OF IMPERIAL COUNTY  
ASSASSOR, FOR THE SOLE PURPOSE OF AIDING IN  
THE PERFORMANCE OF THE DUTIES OF THE ASSASSOR.  
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT  
THE RESPONSIBILITY OF THE CITY OF IMPERIAL  
OR THE ASSASSOR. (REV. & FAX CODE SEC.32.7)

CITY OF BRAWLEY  
Assessor's Map Bk. 46-Pg. 37  
County of Imperial, Calif.



PRELIMINARY CONCEPT  
VOLUNTEER PARK PARKING LOT  
IMPROVEMENTS

River Dr

RIVER DR.

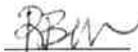
1ST ST.

VOLUNTEER  
PARK



**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 3/18/14

City Manager: 

**PREPARED BY:** Veronica Leon, Administrative Secretary

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Request for Authorization for Operations Divisions Manager's travel to attend the California Rural Water Association Expo in South Lake Tahoe April 28 – May 1, 2014.

**CITY MANAGER RECOMMENDATION:** Authorize travel request for Operations Divisions Manager to travel beyond 500 miles to the California Rural Water Association Expo in South Lake Tahoe April 28 – May 1, 2014 and authorize City Manager to execute all documentation in relation to this travel request.

**DISCUSSION:** In March of 20089, the City Council adopted the policy to require City Council approval for city-related travel of 500 miles or greater.

The California Rural Water Association hosts a yearly expo where attendees earn necessary contact hours to retain certifications, interface with Environmental Protection Agency (EPA) and California Department of Public Health (CDPH) representatives and receive training on operations, technical, managerial and financial disciplines. In addition, participants are updated on new and proposed regulatory issues and environmental laws pertaining to water treatment, wastewater treatment, water distribution and sewage collection systems.

The Operations Division Manager possesses a Grade 5 Water Treatment Certification and a Grade 5 Wastewater Treatment Certification that require renewal every 2 years. Due to City workload, the Operations Division Manager has been unable to attend training in the last two years. As part of the renewal certification process for the Grade 5 Water Treatment Certificate, the certificate holder must obtain 36 hours of continuing education every two years. The deadline for this staff member to renew the certification and obtain the 36 hours of continuing education is October 2014. This training will provide the opportunity to obtain 20 of 36 hours of continuing education credits.

The Public Works Director has reviewed the training materials and travel authorization request. It is noted that no online education options provide for a comparable cost or schedule to accomplish and approval is recommended.

**FISCAL IMPACT:** 50/50 Split of \$1,972.23 from FY 2013/2014 Water Treatment and Wastewater Treatment Training Budgets

**ATTACHMENTS:** Travel Authorization Request Form

**CITY OF BRAWLEY - TRAVEL AUTHORIZATION**

Employee	Department	Position
Ruben Mireles	Public Works	Operations Division Manager

Destination	No. of Days	account No.	Amount
South Lake Tahoe, CA	6	501-321.000-750.400 511-332.000-750.500	\$1,547.23

**Purpose:**

Expo: Earn required contact hours to retain certifications, connect with EPA and CDPH representatives, receive training on operations, managerial and financial disciplines-Update on new regulatory regulations and environmental laws.

**Cost Summary:**

Description	Vendor	Payment Method	Amount
Registration	CRWA Expo	Check Req.	\$425.00 ✓
Air Fare-Conf. #72N48T	Southwest Airlines	Cash	\$214.00 ✓
Lodging Conf #GKXLH	Harveys Lake Tahoe Casino & Resort	Cash	\$457.65 ✓
Breakfast \$12.75 X6	R. Mireles	Cash	\$76.50 ✓
Lunch \$12.75 X6	R. Mireles	Cash	\$76.50 ✓
Dinner \$25.50 X5	R. Mireles	Cash	\$127.50 ✓
Mileage-Personal Vehicle \$0.56	R. Mireles	268 Mi (SD Airport)	\$150.08 ✓
Gasoline - City Vehicle			
Rental Car			\$325.00
Parking		\$20 X 6	\$120.00
			1972.23
	02-26-14A08:31 RCVD	Total	\$1,547.23

**Itinerary**

Departure	Date/Time	Arrival	Date/Time
Brawley, CA	4/27/14 6:00 AM	Lake Tahoe, CA	4/27/13 3:30 PM
Lake Tahoe, CA	5/2/14 6:00 AM	Brawley, CA	5/2/14 3:30 PM

Employee	Date	Department Head	Date
<i>[Signature]</i>	2/25/14	<i>[Signature]</i>	2/25/14

**CITY OF BRAWLEY**  
**CHECK REQUISITION**  
**PUBLIC WORKS DEPARTMENT**

**TO: FINANCE DEPARTMENT**

**DATE: February 20, 2014**

The invoice attached and listed below are for goods or services received by the department which are necessary to the functioning of the department. These items were anticipated as expenditures in the budget and have been provided for in the accounts listed below.

INVOICE #	DESCRIPTION	ACCOUNT XXX-XXX-XXX-XXX	TOTAL
	Registration fee for Ruben Mireles to attend CRWA Expo April 29, 2014 to May 1, 2014	501-321.000-750.400 511-332.000-750.500	\$425.00

02-20-14 13:31 RCVD

Requested By: Veronica Leon

Audited By: 

Vendor  
 CRWA  
 4125 Northgate Blvd  
 Sacramento, CA 95834

  
 Department Head

Finance Director



**CRWA 2014 EDUCATION & EXHIBITOR EXPO**  
 April 28 - May 1, 2014 • South Lake Tahoe

California Rural Water Association



**Registration fee includes:**

Daily breakfast and lunch on all 3 days, Annual Awards Banquet and Exhibitor Showcase Reception. Meals will be provided to you only on the days you are registered.

# 2014 ATTENDEE REGISTRATION

**Registration Fees - Includes Annual Awards Banquet!**

Individual registration:

- Member: \$425 per person       Non-member: \$525 per person  
 1 day only: \$300 Member/\$400 Non-member - Select Day:     Tues.     Wed.     Thurs.

Fees

\$425

Exhibit Hall and breakfast only: \$80

*Have a large group? If you have three or more attendees from your system, please call us to discuss a group rate.*

**Annual Awards Banquet** (This event is included in registration fees.)

You must check the box in order to receive banquet tickets.

Fees

**YES!** I would like to attend the Annual Awards Banquet, Tuesday, April 29 (Included in Registration Fees)

**FREE**

\$60 - Banquet Guest -- Guest Name: \_\_\_\_\_

**Workshops** (Please indicate which workshops you will be attending.)

- |                             |   |                             |  |                              |                             |                              |                              |  |
|-----------------------------|---|-----------------------------|--|------------------------------|-----------------------------|------------------------------|------------------------------|--|
| Tuesday                     |   |                             | Wednesday                              |                              |                             | Thursday                     |                              |  |
| <input type="checkbox"/> W1 | <input type="checkbox"/> WW1            | <input type="checkbox"/> R9 | <input type="checkbox"/> W7            | <input type="checkbox"/> WW4 | <input type="checkbox"/> M5 | <input type="checkbox"/> W11 | <input type="checkbox"/> W16 | <input checked="" type="checkbox"/> R7 |
| <input type="checkbox"/> W2 | <input type="checkbox"/> WW2            | <input type="checkbox"/> M1 | <input checked="" type="checkbox"/> W8 | <input type="checkbox"/> WW5 | <input type="checkbox"/> M6 | <input type="checkbox"/> W12 | <input type="checkbox"/> WW6 | <input checked="" type="checkbox"/> R8 |
| <input type="checkbox"/> W3 | <input checked="" type="checkbox"/> WW3 | <input type="checkbox"/> M2 | <input type="checkbox"/> W9            | <input type="checkbox"/> R4  | <input type="checkbox"/> M7 | <input type="checkbox"/> W13 | <input type="checkbox"/> WW7 | <input type="checkbox"/> M8            |
| <input type="checkbox"/> W4 | <input checked="" type="checkbox"/> R1  | <input type="checkbox"/> M3 | <input type="checkbox"/> W10           | <input type="checkbox"/> R5  |                             | <input type="checkbox"/> W14 | <input type="checkbox"/> WW8 | <input type="checkbox"/> M9            |
| <input type="checkbox"/> W5 | <input checked="" type="checkbox"/> R2  | <input type="checkbox"/> M4 |  |                              |                             | <input type="checkbox"/> W15 | <input type="checkbox"/> R6  |  |
| <input type="checkbox"/> W6 | <input checked="" type="checkbox"/> R3  |                             |  |                              |                             |                              |                              |  |

TOTAL AMOUNT ENCLOSED: \$ 425.00

ATTENDEE INFORMATION		
Name: <u>Ruben Mireles</u>		
System: <u>City of Brawley</u>		
System Address: <u>760 Willard Avenue</u>		
City: <u>Brawley</u>	State: <u>CA</u>	Zip: <u>92227</u>
Phone: <u>760-259-3400</u>	Fax: <u>760-344-5612</u>	
Email: <u>rmireles@brawley-ca.gov</u>		
The email address(es) above will receive all confirmation materials for the attendee(s) on this form.		
PAYMENT INFORMATION - PAYMENT MUST BE RECEIVED BEFORE REGISTRATION CAN BE PROCESSED.		
<input checked="" type="checkbox"/> Check (payable to CRWA) #:	<input type="checkbox"/> MasterCard/Visa/American Express/Other Credit Card	TOTAL - \$ <u>425.00</u>
Credit card number:	Expiration date:	
Name on card:	Authorized signature:	
Accommodations		
<input type="checkbox"/> Vegetarian	<input type="checkbox"/> Other:	



Nearly 100 training hours at this year's Expo Contact Hours for water system and wastewater operators are available for eligible sessions, enabling you to meet most or all training requirements at one time.

## FREQUENTLY ASKED QUESTIONS

### • How do I register?

You may register immediately for the 2014 Education & Exhibitor Expo by completing the form on page 11. Additional registration forms are available at [www.calruralwater.org](http://www.calruralwater.org).

### • Why should I attend?

Attendees participate in the Expo to earn necessary contact hours, network with exhibitors and peers, connect with EPA and CDPH representatives, and to have a good time! This year's Expo includes a wide range of classes with topics relevant to water and wastewater operators and administrators.

### • When can I pick up my registration packet?

Registration packets including conference materials, contact hour cards and an onsite guide will be available at the registration desk beginning at 6pm on Monday, April 28, 2014.

### • Can I register after the April 14, 2014 deadline?

Yes, but you will not receive a formal confirmation until you arrive at the Expo. If you do register after April 14, please call the CRWA office to confirm receipt of your registration.

### • What meals are included in my registration?

Breakfast and lunch will be provided to you on each day that you are registered for the Expo. We also offer free beer samples and snacks during our brewfest on Wednesday afternoon.

### • Can I attend the Awards Banquet?

Yes, as long as you check the box on your registration form! All attendees are encouraged to join us at our Annual Awards Banquet on Tuesday night. Fees for the banquet are included if you are registered for Tuesday classes. Remember, it is important that you let us know on your registration form that you plan on attending the banquet – tickets will only be given to those who indicate their attendance when they register. Guests are welcome to join in on the fun. You can purchase guest tickets using your registration form for \$60.

### • If I register but can't attend, can someone else attend in my place?

Yes, you may substitute someone else from your system by notifying CRWA in writing by April 14, 2014.

### • How do I cancel a registration?

You must cancel your registration in writing. Cancellations received by April 14, 2014 will receive a refund less a \$25 processing fee. Cancellations after April 14, 2014 will not be refunded.

### • Where should I stay?



All Expo activities take place at Harveys Lake Tahoe Casino & Resort. We recommend staying at this hotel as well for convenience. Harveys is located at Highway 50 at Stateline Avenue, Lake Tahoe, NV 89449.

Reservations: 800.455.4770

Special CRWA Room Rates\*:

\$59 for Mountain Tower or

\$79 for Lake Tower

Room Rate Cut-Off: April 14, 2014

\* Please identify yourself with group code S04CRWA to receive the special group rate!

### • How do I contact CRWA?

By mail:

California Rural Water Association

4131 Northgate Blvd.

Sacramento, CA 95834

Phone: 800.833.0322

Fax: 916.553.4904

Email: [info@calruralwater.org](mailto:info@calruralwater.org)



## MONDAY, APRIL 28

### Welcome Reception - Registration Packet Pickup

Beer, Wine and Snacks Served

HOSTED BY CRWA ON THE 3RD FLOOR CONVENTION CENTER

Join us for beer, wine and snacks on Monday night. Meet CRWA staff, pick up your registration materials and prepare for your upcoming classes and Expo events. See you there!



# 2014 Quick View Program

California Rural Water Association



TUESDAY, APRIL 29					
	WATER 1	WATER 2	WASTEWATER	REGULATORY	MANAGEMENT
7-8:00	Beginning Water Math W1 1 CDPH Contact Hour	Intermediate Math W4 1 CDPH Contact Hour	Wastewater Math WW1 1 CWMA Contact Hour	Advanced Water Math R1 1 CDPH Contact Hour	Intro to Word W1 1 Hour
8-9:00	<b>BREAKFAST</b>				
9-10:00	Water Tank Selection W2 3 CDPH Contact Hours	Sampling A&B- Understanding Lab Methods W5 3 CDPH Contact Hours	Chemical Dosing WW2 3 CWMA Contact Hours	Revised Cited Form R15 R2 2 CDPH Contact Hours	Managing Insurance Risks M2 2 CDPH Contact Hours
10-11:00				CCR Regulations R9 1 CDPH Contact Hour	Funding Your Next Project M3 1 CDPH Contact Hour
11-12:00	<b>GENERAL SESSION &amp; RURAL WATER TASTE TEST LUNCHEON</b>				
12-1:00					
1-2:00	Introduction to Sampling/ Distribution Monitoring W3 4 CDPH Contact Hours	Understanding Chlorination W6 4 CDPH Contact Hours	Collection System Compliance WW3 4 CWMA Contact Hours	Regulatory Review R3 4 CDPH Contact Hours	Ten Most Common Pitfalls of the Utility Manager M4 4 Hours
2-3:00					
3-4:00					
4-5:00					
4:30-5:30	<b>ANNUAL MEETING</b>				
6:30-9:00	<b>AWARDS BANQUET</b>				
WEDNESDAY, APRIL 30					
	WATER 1	WATER 2	WASTEWATER	REGULATORY	MANAGEMENT
7-8:00	Beginning Water Math W7 1 CDPH Contact Hour	Intermediate Math W8 1 CDPH Contact Hour	Wastewater Math WW4 1 CWMA Contact Hour	Advanced Water Math R4 1 CDPH Contact Hour	Intro to Excel M5 1 Hour
8-9:00	<b>BREAKFAST</b>				
9-10:00	Cross-connection Control W8 3 CDPH Contact Hours	Lead Abatement W10 3 CDPH Contact Hours	Activated Sludge WW5 3 CWMA Contact Hours	Chloramines & Chloramination R5 3 CDPH Contact Hours	Bas/Noc M6 1 CDPH Contact Hour
10-10:00					
10-12:00					
12-1:00	<b>LUNCH WITH EXHIBITORS</b>				
1-5:00	<b>EXHIBITOR HOURS, RAFFLE AND BREWFEST</b>				
THURSDAY, MAY 1					
	WATER 1	WATER 2	WASTEWATER	REGULATORY	MANAGEMENT
7-8:00	Beginning Water Math W11 1 CDPH Contact Hour	Intermediate Math W14 1 CDPH Contact Hour	Wastewater Math WW6 1 CWMA Contact Hour	Advanced Water Math R6 1 CDPH Contact Hour	Intro to Outlook M8 1 Hour
8-9:00	<b>BREAKFAST</b>				
9-10:00	Understanding Basic Hydrology and Groundwater Well Construction W12 3 CDPH Contact Hours	Introduction to Distribution W15 3 CDPH Contact Hours	Wastewater "Cert Review" WW7 3 CWMA Contact Hours	Source Water/Storm Water Protection R7 3 CDPH Contact Hours	Water System Security M9 3 CDPH Contact Hours
10-11:00					
11-12:00					
12-1:00	<b>LUNCH</b>				
1-2:00	Basic Elevated W13 3 CDPH Contact Hours	Leak Detection & Equipment Information W16 4 CDPH Contact Hours	Wastewater "Cert Review" WW8 3 CWMA Contact Hours	Confined Space Entry R8 4 CDPH Contact Hours	
2-3:00					
3-4:00					
4-5:00					

**Please note:** This is a preliminary schedule and is subject to change. Please check our website for the most current lineup of courses.

**Questions? Please contact us:** California Rural Water Association  
916.553.4900 • www.calruralwater.org • info@calruralwater.org



**Thank you for your purchase!**

San Diego, CA - SAN to Sacramento, CA - SMF

New Purchases in Trip

**Air**  
 Confirmation #72N48T  
 San Diego, CA - SAN to Sacramento, CA - SMF  
 Sunday, April 27, 2014 - Friday, May 2, 2014  
**Air Total: \$428.00**

Amount Paid \$428.00 / 214.00  
 Trip Total \$428.00

**APR 27**  
**SUN** 04/27/14 - Sacramento

**New purchases added to your trip.**

**AIR**  
 San Diego, CA - SAN to Sacramento, CA - SMF  
 04/27/2014 - 05/02/2014  
 Confirmation # **72N48T**

**Adult Passenger(s)**  
 RUBEN MIRELES  
 FRANCES MIRELES  
 Subscribe to Flight Status Messaging

**Rapid Rewards #**  
 00000195669784  
 Add Rapid Rewards Number

<b>DEPART</b> APR 27 <b>SUN</b>	<b>09:00 AM</b> Depart San Diego, CA (SAN) on Southwest Airlines	Flight #891	<b>Sunday, April 27, 2014</b>
	<b>10:30 AM</b> Arrive in Sacramento, CA (SMF)		Travel Time 1 h 30 m (Nonstop) Wanna Get Away
<b>RETURN</b> MAY 2 <b>FRI</b>	<b>02:15 PM</b> Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #524	<b>Friday, May 2, 2014</b>
	<b>03:40 PM</b> Arrive in San Diego, CA (SAN)		Travel Time 1 h 25 m (Nonstop) Wanna Get Away WiFi available

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SAN-SMF	<b>Wanna Get Away</b> Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (nontransferable - no name changes allowed)</li> <li>Nonrefundable unless purchased with Points</li> </ul>	2	\$214.00
Return	SMF-SAN	<b>Wanna Get Away</b> Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (nontransferable - no name changes allowed)</li> <li>Nonrefundable unless purchased with Points</li> </ul>	2	\$214.00

Enroll In Rapid Rewards and earn at least 1072 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$428.00**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

**Air Total:**  
**\$428.00**

**Gov't taxes & fees now included**

Purchaser Name RUBEN MIRELES

Billing Address 632 HAMBLET RD  
IMPERIAL, CA US 92251

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-4755

**\$428.00**

**Amount Paid**  
**\$428.00**

**Trip Total**  
**\$428.00**

**Veronica Leon**

**From:** Harveys Lake Tahoe <emails@em.harrahs-notifications.com>  
**Sent:** Monday, February 24, 2014 3:30 PM  
**To:** Veronica Leon  
**Subject:** [Bulk Mail] Harveys Lake Tahoe Reservation Confirmation # GKXLH  
  
**Importance:** Low

[View this email with images.](#)

[CAESARS](#) [RESERVATIONS](#) [TOTAL REWARDS](#) [CASINO LOCATOR](#) [DEALS](#) [RESPONSIBLE GAMING](#)



**RESERVATION CONFIRMATION**

This is an automatically generated e-mail. Please DO NOT REPLY to this e-mail.

Dear Ruben Mireles,

Thank you for choosing Harveys Lake Tahoe. Your confirmation number and reservation details are below.

Please keep this page for your records. **Confirmation Number: GKXLH**

Looking for great food, live music and an amazing party pit? Be sure to check out [Cabo Wabo Cantina!](#)

**Shop the Total Rewards Marketplace and earn 1 Reward Credit for every \$1 you spend.**

You can now earn Reward Credits while shopping at hundreds of your favorite online retailers at the [Total Rewards Marketplace](#).

Play the [Caesars Casino](#) game on Facebook and earn real-world Reward Credits® with the purchase of virtual coins in the game. You'll be able to enjoy an exciting casino experience from home when you play video slots, blackjack and roulette. Send your friends free spins, brag about your big wins and unlock new slots and games. It's free, fun and always accessible on Facebook.

**Reservation Information**

Guest Name: Ruben Mireles  
Confirmation Number: GKXLH  
Check-In Date: 04/27/2014  
Check-Out Date: 05/02/2014  
Number of Adults: 2  
Number of Children:  
Package Name:

**Billing Information**

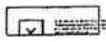
Ruben Mireles  
vmleon@brawley-ca.gov  
RSV VS xxxx-xxxx-xxxx-8193  
Exp: xx/xx

**Rates Per Room\***

04/27/2014----\$89.00 USD  
04/28/2014----\$79.00 USD  
RSV VS xxxx-xxxx-xxxx-8193 04/29/2014----\$79.00 USD  
04/30/2014----\$79.00 USD  
05/01/2014----\$79.00 USD

**Total Trip Cost\*\***

\$457.65 USD  
\*Excludes tax, recovery charges and service fees  
\*\*Estimated Total Cost





Trip to:

**San Diego International Airport (SAN)**  
**3225 N Harbor Dr**  
 San Diego, CA 92101  
 (619) 400-2400  
 133.96 miles / 2 hours 9 minutes

Notes

		Download Free App
	<b>Brawley, CA 92227</b>	
	1. Start out going east on E River Dr toward Best Rd. <a href="#">Map</a>	0.2 Mi
	2. Take the 1st right onto N Best Rd. <a href="#">Map</a>	0.5 Mi
	3. Turn left onto E Main St. <a href="#">Map</a>	0.5 Mi
	4. Take the 1st right onto CA-111 S. <a href="#">Map</a>	14.1 Mi
	5. Merge onto I-8 W toward San Diego. <a href="#">Map</a>	103.8 Mi
	6. Merge onto CA-125 S. <a href="#">Map</a>	2.6 Mi
	7. Keep left to take CA-94 W. <a href="#">Map</a>	8.4 Mi
	8. Merge onto I-5 N via EXIT 1A toward Los Angeles. <a href="#">Map</a>	1.8 Mi
	9. Take the Hawthorn Street exit, EXIT 17, toward San Diego Airport. <a href="#">Map</a>	0.3 Mi
	10. Keep left to take the Hawthorn St ramp. <a href="#">Map</a>	0.08 Mi
	11. Turn slight left onto W Hawthorn St. <a href="#">Map</a>	0.4 Mi
	12. Turn right onto N Harbor Dr. <a href="#">Map</a>	1.4 Mi
	13. 3225 N HARBOR DR. <a href="#">Map</a>	

Search Southwest

southwestgiftcard@

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Search Cars Select Car Price Purchase Confirmed

Sacramento, CA - SMF

Car

Total Price: **\$319.47**

APR  
27

Pickup  
Sacramento, CA - SMF  
Sunday, April 27, 2014  
10:00 AM

MAY  
2

Dropoff  
Sacramento, CA - SMF  
Friday, May 2, 2014  
10:00 AM

Thrifty

We are unable to provide the rental car location.

Car Description

Economy car: Kia Rio or similar

Quick Air Links

Check In  
Change Flight  
Check Flight Status

Account Login

Enroll Now!

Account Number or Username  
Password (Case Sensitive)

Remember Me

Need help logging in?

Manage Travel

Shopping Cart

Rate Breakdown	Base Rate	Mileage	Taxes & Fees
Weekly Rate: 1 week(s) @ \$265.00	\$265.00	Unlimited	\$54.47

Enroll in Rapid Rewards and earn at least 600 Points for this car rental. Already a Member? Log in to ensure you are getting the points you deserve.

Car Total  
**\$319.47**

Includes approximate taxes and fees  
Excludes Rental Car Extras

The minimum rental age is 25 years old on most rentals.

All drivers must have a major credit card and a valid driver's license in the driver's name.

Additional taxes, surcharges or fees may apply.

View vendor terms and conditions

Southwest Airlines Limit of Liability

Car	Modify   Remove
Thrifty	
APR 27	MAY 2
Pickup 10:00 AM Sacramento, CA - SMF	Dropoff 10:00 AM Sacramento, CA - SMF
Economy Car Cost	\$265.00
Taxes & Fees	\$54.47
Mileage	Unlimited
<b>Total</b>	<b>\$319.47</b>
You'll be charged for this rental upon rental car return. View Conditions of Rental!	
Trip Total	\$319.47
Total Due Now	\$0.00
Checkout	

Modify Trip

Purchase your shopping cart...  
By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase



Add a Hotel

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase.



Governors Inn Hotel  
\$80/night

3 Star Rating

View Details

Search for hotels in Sacramento (04/27/2014 - 05/02/2014)

Close Trip (optional)  
Center of destination within 30 miles  
Show Only (optional)  
Hotel Chains Show All Hotel Chains

Find Hotels

Trip Total **\$319.47**  
Total Due Now **\$0.00**

Modify Trip

Purchase your shopping cart...  
By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase



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1405 N. IMPERIAL AVE., SUITE 1  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4497

March 26, 2014

The Honorable Diane Feinstein  
331 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Barbara Boxer  
112 Hart Senate Office Building  
Washington, D.C. 20510

RE: SUPPORT FOR FUNDING CALEXICO WEST PORT OF ENTRY

Dear Senator Feinstein,  
Dear Senator Boxer,

On behalf of the Imperial County Transportation Commission (ICTC), I am writing in support of the request made by Representatives Vargas, Peters, Grijalva, Ruiz, and Davis to fund the Calexico West Land Port of Entry (LPOE) Renovation and Expansion Project and specifically the \$98 million identified for Phase 1 at the President's FY 2015 Budget Level.

The ICTC serves as the Regional Transportation Planning Agency for Imperial County. The ICTC Regional Board membership includes elected representatives from each of the seven cities, the County of Imperial, and the Imperial Irrigation District. Our regional and state highway network serves each of the three land ports of entry with Mexico at Downtown Calexico West, Calexico East, and Andrade, California. With the growing middle class population in the City of Mexicali and the State of Baja California, Mexico; daily consumers that come across the border has caused overcrowding at the Calexico West Port of Entry. According to a 2012 study by the Southern California Association of Governments and Imperial County Transportation Commission, California businesses lost an estimated \$1 billion and 9,323 jobs directly attributable to the extended border crossing wait times. The long queue of vehicles is also a negative air quality impact to the cross-border passengers, pedestrians, and the U.S. Customs and Border Protection (CBP) Officers at the LPOE and the region.

The current Calexico West Port of Entry was constructed in 1974 and is well beyond capacity. Border delays have a significant effect on local businesses and our regional economy. We believe that updating this border crossing will encourage economic growth and ultimately help create jobs that are critically important to our Imperial County region, which had a reported yearly average unemployment rate of 25.2 percent in 2013. Calexico West is the second busiest LPOE across the California-Mexico border for pedestrian and vehicle crossings serving more than 22,000 privately-owned vehicles (POVs) and 26,000 pedestrians daily in 2012. The existing facilities are undersized relative to existing traffic loads and obsolete in terms of inspection officer safety and border security. In addition, the space required for modern inspection technologies is not available, the workspace is too small to accommodate additional staff, systems, and equipment required at the facility, and the Department of Homeland Security's ability to accomplish its rapidly changing mission is seriously compromised by the inadequacy of the existing facilities.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL  
IRRIGATION DISTRICT AND COUNTY OF IMPERIAL

The Calexico West LPOE project includes new pedestrian processing and POV inspection facilities that will consist of 16 northbound lanes and five southbound lanes, a new administration space, a new headhouse, 32 secondary inspection stations serving northbound and southbound traffic, and a total of 340 parking spaces. The project will be constructed in two phases. Phase 1 will consist of ten new northbound POV inspection lanes, five southbound POV inspection lanes, a headhouse, and site-work necessary to accommodate those facilities on the sloping site, with an estimated project cost of \$98 million for construction. Phase 2 will consist of the balance of the project including additional site-work, an expanded pedestrian processing facility, administrative offices, and six additional northbound POV inspection lanes, with an estimated cost of \$275 million for construction. In 2011, the U.S. General Services Administration had completed the required environmental approvals, design, site acquisition and is ready for construction.

We urge your support to include the \$98 million in funding to complete Phase 1 of the Calexico West Land Port of Entry Reconfiguration and Expansion project at the President's FY 2015 Budget Level.

Thank you for your consideration. Completing this project will improve domestic supply chains, strengthen our national security, and facilitate economic growth, not only for the greater region, but also for the entire nation.

Sincerely,

Lawrence D. Ritchie  
Chairman

cc:  
The Honorable Juan Vargas  
Member of Congress, CA-51  
U. S. House of Representatives  
1605 Longworth House Office Building  
Washington, DC 20515



1405 N. IMPERIAL AVE., SUITE 1  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4497

March 26, 2014

The Honorable Ander Crenshaw  
Chairman  
Subcommittee on Financial Services  
and General Government  
House Appropriations Committee  
B-300 Rayburn House Office Building  
Washington, DC 20515

The Honorable Jose E. Serrano  
Ranking Member  
Subcommittee on Financial Services  
and General Government  
House Appropriations Committee  
1016 Longworth House Office Building  
Washington, DC 20515

RE: SUPPORT FOR FUNDING CALEXICO WEST PORT OF ENTRY

Dear Chairman Crenshaw,  
Dear Ranking Member Serrano,

On behalf of the Imperial County Transportation Commission (ICTC), I am writing in support of the request made by Representatives Vargas, Peters, Grijalva, Ruiz, and Davis to fund the Calexico West Land Port of Entry (LPOE) Renovation and Expansion Project and specifically the \$98 million identified for Phase 1 at the President's FY 2015 Budget Level.

The ICTC serves as the Regional Transportation Planning Agency for Imperial County. The ICTC Regional Board membership includes elected representatives from each of the seven cities, the County of Imperial, and the Imperial Irrigation District. Our regional and state highway network serves each of the three land ports of entry with Mexico at Downtown Calexico West, Calexico East, and Andrade, California. With the growing middle class population in the City of Mexicali and the State of Baja California, Mexico; daily consumers come across the border that has caused overcrowding at the Calexico West Port of Entry. According to a 2012 study by the Southern California Association of Governments and Imperial County Transportation Commission, California businesses lost an estimated \$1 billion and 9,323 jobs directly attributable to the extended border crossing wait times. The long queue of vehicles is also a negative air quality impact to the cross-border passengers, pedestrians, and the U.S. Customs and Border Protection (CBP) Officers at the LPOE and the region.

The current Calexico West Port of Entry was constructed in 1974 and is well beyond capacity. Border delays have a significant effect on local businesses and our regional economy. We believe that updating this border crossing will encourage economic growth and ultimately help create jobs that are critically important to our Imperial County region, which had a reported yearly average unemployment rate of 25.2 percent in 2013. Calexico West is the second busiest LPOE across the California-Mexico border for pedestrian and vehicle crossings serving more than 22,000 privately-owned vehicles (POVs) and 26,000 pedestrians daily in 2012.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL  
IRRIGATION DISTRICT AND COUNTY OF IMPERIAL

Honorable Ander Crenshaw, Chairman  
Subcommittee on Financial Services  
and General Government  
House Appropriations Committee

(2)

The existing facilities are undersized relative to existing traffic loads and obsolete in terms of inspection officer safety and border security. In addition, the space required for modern inspection technologies is not available, the workspace is too small to accommodate additional staff, systems, and equipment required at the facility, and the Department of Homeland Security's ability to accomplish its rapidly changing mission is seriously compromised by the inadequacy of the existing facilities.

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Thank you for your consideration. Completing this project will improve domestic supply chains, strengthen our national security, and facilitate economic growth, not only for the greater region, but also for the entire nation.

Sincerely,

Lawrence D. Ritchie  
Chairman

cc:  
The Honorable Juan Vargas  
Member of Congress, CA-51  
U. S. House of Representatives  
1605 Longworth House Office Building  
Washington, DC 20515

**COUNCIL AGENDA REPORT**  
City of Brawley

MEETING DATE: 03/18/2014  
CITY MANAGER: *PEM*

**PREPARED BY:** Yazmin Arellano, Public Works Director

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Contract No. 2013-07 Eastern Avenue Rehabilitation Project, Specification 2013-07, Contract Change Order No. 2.

**CITY MANAGER RECOMMENDATION:** Authorize Contract Change Order No. 2 to Aggregate Products Inc. in the amount of \$319,602.70 for Contract No. 2013-07: Eastern Avenue Rehabilitation Project with a finding that due to Caltrans and State of California regulations governing this project, any new bid period would render the project impractical, undesirable or impossible for the City to deliver.

**DISCUSSION:** On May 24, 2013, the City of Brawley City Council awarded Contract No. 2013-17: Eastern Avenue Rehabilitation Project to Aggregate Products, Inc. in the amount of \$899,250.59. On January 21, 2014, the City Council authorized Contract Change Order No. 1 in the amount of \$9,872.10 bringing the contract total amount to \$909,122.63.

The project scope included the asphalt rehabilitation of Eastern Avenue from Malan Street to Jones Street. The project is funded 50% from the State Local Partnership Program (SLPP) and 50% with Local Transportation Authority Funds. The total funding amount is \$1,250,000. On March 7, 2014, Caltrans Local Assistance authorized an extension to the Eastern Avenue Rehabilitation Project to include the environmentally cleared portion of A Street from N. Imperial Avenue to N. 8<sup>th</sup> Street. The nature of the work proposed is exactly the same type of asphalt rehabilitation as that performed on Eastern Avenue.

Staff requests that the City Council make a finding that due to Caltrans and State of California regulations governing this project, any new bid period would make the project impractical, undesirable or impossible for the City to deliver. Re-bidding this proposed increase in work will result in the loss of remaining grant funding and likely in higher costs for the paving of A Street from N. Imperial Avenue to N. 8<sup>th</sup> Street.

The total amount proposed for Contract Change Order No. 2 is \$319,602.70. City staff have reviewed all costs. Approval is recommended.

**FISCAL IMPACT:** 50/50 Split of \$319,602.70, SLPP and LTA

**ATTACHMENTS:** Contract Change Order No. 2



**CONTRACT CHANGE ORDER**

Date: 03/12/2014	Project Name: Eastern Avenue Rehabilitation Project
To: Aggregate Products, Inc. 9500 Beverly Road Pico Rivera, CA 90660-2135	Contractor: Aggregate Products, Inc. Contract No.: 2013-07 Change Order No.: 2
Attn.: John Velez	Schedule: 1 Subject: Additional work performed.

**Description and Justification of Change in Scope:**

▪ The project scope included the asphalt rehabilitation of Eastern Avenue from Malan Street to Jones Street. The project is funded 50% from the State Local Partnership Program (SLPP) and 50% with Local Transportation Authority Funds. The total funding amount is \$1,250,000. Caltrans Local Assistance authorized an extension to the Eastern Avenue Rehabilitation Project to include the environmentally cleared portion of A Street from N. Imperial Avenue to N. 8<sup>th</sup> Street. The nature of the work proposed is exactly the same type of asphalt rehabilitation as the one performed on Eastern Avenue. Re-bidding this proposed increase in work will result in the loss of remaining funding in the grant and likely in higher costs for the paving of A Street from N. Imperial Avenue to N. 8<sup>th</sup> Street. Council will make a finding at the Council Meeting on March 18, 2014 that due to Caltrans and State of California regulations governing this project, any new bid period would make the project impractical, undesirable or impossible for the City.

**Cost Estimate for the above:**

**Schedule 1**

Item	Description	Qty	Unit	Unit Price	Total
1	Traffic Control	1	LS	\$7,500.00	\$7,500.00
2	Water Pollution Control (BMP's)	1	LS	\$3,600.00	\$3,600.00
3	Cold Mill	85,342	SF	\$0.20	\$17,068.40
4	¾" Asphalt Concrete Leveling Course	460	Ton	\$152.00	\$69,920.00
5	Asphalt Rubber Aggregate Membrane	78,127	SF	\$0.90	\$70,314.30
6	1.5" Asphalt Rubber Hot Mix	725	Ton	\$164.00	\$118,900.00
7	Double Adjust Manholes	2	EA	\$2,400.00	\$4,800.00
8	Double Adjust Water Valves	7	EA	\$1,800.00	\$12,600.00
9	Striping	1	LS	\$14,900.00	\$14,900.00
<b>TOTAL AMOUNT OF THIS CHANGE ORDER:</b>					<b>\$319,602.70</b>

The contractor will be paid the agreed upon price upon completion of the work. The above list prices includes full compensation for all labor, materials tools and equipment required to complete the work in compliance with plans and original contract specifications and to the satisfaction of the Director of Public Works. Specifications, where pertinent and not in conflict with the above shall apply to these changes.

**City of Brawley**  
**Public Works Department**



---

**CONTRACT CHANGE ORDER**

The contract completion date is increased by 30 Calendar Day(s). Contract completion date is **May 5, 2014**. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

**TOTAL ADDITIVE CHANGE:**

Current Contract amount:	\$909,122.69
Amount of Change:	\$319,602.70
New Contract amount:	\$1,228,725.39

**CITY OF BRAWLEY:**

City: \_\_\_\_\_  
Construction Manager \_\_\_\_\_ Date \_\_\_\_\_

City: \_\_\_\_\_  
Director of Public Works \_\_\_\_\_ Date \_\_\_\_\_

City: \_\_\_\_\_  
City Manager \_\_\_\_\_ Date \_\_\_\_\_

City: \_\_\_\_\_  
Director of Finance \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR:**

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

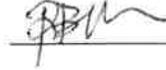
Date: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 18, 2014

City Manager:



**PREPARED BY:** Francisco Soto, Housing Program Manager

**PRESENTED BY:** Francisco Soto, Housing Program Manager

**SUBJECT:** 11-HOME-7664 Housing Owner-Occupied Rehabilitation Program

**CITY MANAGER RECOMMENDATION:** Approve Loan No. H7664-440 to be funded by 11-HOME-7664 grant.

**DISCUSSION:** The loan underwriting analysis for Loan No. H7664-440 determined that the proposed project conforms with the program guidelines. The Department of Housing and Community Development (HCD) has authorized the City to proceed with the rehabilitation project per Appendix A. In reviewing the applicant, such matters as the housing rehabilitation applicant's income, credit report, title information and appraisals are considered. Based on the review, the Housing Division Staff recommend proceeding with final approval and funding of this loan.

**FISCAL IMPACT:** \$36,960.00 / 11-HOME-7664 Funding

**ATTACHMENTS:** Council Fact Sheet

City of Brawley  
Housing Rehabilitation Program  
**COUNCIL FACT SHEET**

**Case #**   H7664-440  

**Household Size/Type**   2/Single Family Dwelling  

**Annual Income:**   \$ 32,585.00  

Projected Loan to Value:           94  %

Contractor's Bids:	David Conn Construction	\$ 46,345.00
	R Garcia Construction Inc.	\$ 36,960.00
	Trade Mark Construction Inc.	\$ 44,450.00

Proposed Funding Source:   11-HOME-7664  

<b>AMOUNT REQUESTED:</b>	Winning Bid	\$ 36,960.00
	Packaging/Service	
	Insurance	
	Relocation (Grant)	
	<b>TOTAL</b>	<b>\$ 36,960.00</b>

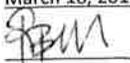
0% Deferred (Includes Elderly)	\$ 36,960.00
1% Deferred	
3% Deferred	
2% Amortized	
3% Amortized	
4% Amortized (Rentals)	

**PAYMENT**   None – deferred for    
  30 years.  

**SCOPE OF WORK:**

Installation of a new roof system, kitchen remodeling and installation of new flooring throughout the entire residence. New air conditioning unit and water heater. Repair of exterior stucco, painting of wood overhangs and fascias to include back patio. Repair of plumbing in kitchen and bathroom.

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: March 18, 2014  
City Manager: 

**PREPARED BY:** Steven Sullivan, Associate Civil Engineer

**PRESENTED BY:** Yazmin Arellano-Torres, P.E., Public Works Director

**SUBJECT:** Project No. 2013-02: Lift Station No. 2 & Emergency Power for Lift Station No. 1

**CITY MANAGER RECOMMENDATION:** Award Bid to A&R Construction for Project No. 2013-02: Lift Station No. 2 & Emergency Power for Lift Station No. 1 in the amount of \$448,447.00 and authorize the City Manager to execute all documentation in relation to this project.

**DISCUSSION:** The City of Brawley received a grant from the Border Environment Cooperation Commission (BECC) and the North American Development Bank (NADB) under the Community Assistance Program (CAP). BECC and NADB provide funding for water and wastewater projects in the US-Mexico border region. The scope of work consists of the following:

- Rehabilitate sewer lift station no. 2 located on Richard Ave. between Steven St. and Ronald St.
- Purchase and install a new emergency backup generator at sewer lift station no. 1 located on S. 9<sup>th</sup> St. between Malan St. and the future extension of Wildcat Dr.

At the September 18, 2012 regular meeting, City Council committed the necessary minimum 10% local match required by the grant. The grant agreement between the City of Brawley and NADB was executed August 23, 2013.

On December 3, 2013, the City of Brawley Engineering Division advertised Project No. 2013-02: Lift Station No. 2 & Emergency Power for Lift Station No. 1.

On January 15, 2014, the City received three bids as follows:

Cora Constructors Inc. \$425,000.00  
Palm Desert, CA

A&R Construction \$448,447.00  
Brawley, CA

PMCCA, Inc. \$512,970.00  
Holtville, CA

The local bidding preference factor is not shown, as it does not apply.

City of Brawley staff, along with the project's NADB appointed/funded Construction Manager (James Davey and Associates) determined the bid by Cora Constructors, Inc. was non-responsive. The reasons for disqualification include, but are not limited to, improper and incomplete Bid Schedule Form and incomplete bid by the failure to acknowledge Project Addenda in the Bid Form as submitted. A&R Construction bid was determined to be responsive.

**FISCAL IMPACT:**           \$403,602.30 from NADB grant  
                                  \$44,844.70 from Wastewater Collection Budget  
                                  \$448,447.00 Total

**ATTACHMENTS:**        Bid Summary  
                                  Bid Evaluation Report

**BID SUMMARY FOR SPECIFICATION NO. 2013-02:**

Lift Station No. 2 & Emergency Power for Lift Station No. 1

**BID OPEN DATE:** January 15, 2014 @ 2:00 PM

CONTRACTOR	BID SCHEDULE	
<p>A &amp; R Construction 1631 River Drive Brawley, CA 92227</p>	<p><b>\$448,447</b></p>	<p>[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (2) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material Suppliers Information [x] Debarment and Suspension Certification, Title 49 Code of Federal Regulation Part 29 [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Federal Contract Provisions [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Non Bribery Letter</p>
<p>Cora Constructions 75-140 St. Charles Pl., Suite A Palm Desert, CA 92211</p>	<p><b>\$425,000</b></p>	<p>[x] Proposal [x] Proposal Signature Page [x] Bid Schedule [x] Acknowledgement of Addenda (1) [x] Bid Bond [x] Non-Collusion Affidavit [x] Public Contract Code Section 10162 Questionnaire [x] List of Proposed Subcontractors [x] Major Material Suppliers Information [x] Debarment and Suspension Certification, Title 49 Code of Federal Regulation Part 29 [x] Nondiscrimination Clause [x] Equal Employment Opportunity Clauses [x] Equal Employment Certification [x] Drug Free Workplace Certification [x] Federal Contract Provisions [x] Non-Lobbying Certification for Federal-Aid Contracts [x] Disclosure of Lobbying Activities [x] Non Bribery Letter</p>

CONTRACTOR	BID SCHEDULE	
<p>PMCCA, Inc. 401 West 5<sup>th</sup> Street Holtville, CA 92250</p>	<p><b>\$512,970</b></p>	<p> <input checked="" type="checkbox"/> Proposal  <input checked="" type="checkbox"/> Proposal Signature Page  <input checked="" type="checkbox"/> Bid Schedule  <input checked="" type="checkbox"/> Acknowledgement of Addenda (1 &amp; 2)  <input checked="" type="checkbox"/> Bid Bond  <input checked="" type="checkbox"/> Non-Collusion Affidavit  <input checked="" type="checkbox"/> Public Contract Code Section 10162 Questionnaire  <input checked="" type="checkbox"/> List of Proposed Subcontractors  <input checked="" type="checkbox"/> Major Material Suppliers Information  <input checked="" type="checkbox"/> Debarment and Suspension Certification, Title 49 Code                of Federal Regulation Part 29  <input checked="" type="checkbox"/> Nondiscrimination Clause  <input checked="" type="checkbox"/> Equal Employment Opportunity Clauses  <input checked="" type="checkbox"/> Equal Employment Certification  <input checked="" type="checkbox"/> Drug Free Workplace Certification  <input checked="" type="checkbox"/> Federal Contract Provisions  <input checked="" type="checkbox"/> Non-Lobbying Certification for Federal-Aid Contracts  <input checked="" type="checkbox"/> Disclosure of Lobbying Activities  <input checked="" type="checkbox"/> Non Bribery Letter         </p>

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Prepared for:



**North American Development Bank**

(CAP CA3260)

**City of Brawley, California**

**Lift Station No. 2**

**And**

**Emergency Power for Lift Station No. 1**

(Specification No. 2013-02)

**Bid Evaluation Report**

**January 22, 2014**

Prepared By:

**JAMES DAVEY AND ASSOCIATES, INC.**

1025 W. 24<sup>th</sup> Street, Suite 2

Yuma, AZ 85364

928-782-7926

## **BID EVALUATION REPORT**

### **Summary Evaluation Data and Award Recommendation**

Form 1 - Record of Bid Prices at Opening

Form 2 - Examination of Bids

Form 3 - Substantially Nonresponsive Bids

Form 4 - Correction, Conversion and Adjustments of Bid Prices

Form 5 - Bids Subject to Detailed Evaluation

Form 6 - Evaluation of Bids

Form 7 - Comparison of Bids

Form 8 – Post Qualification

### **Annexes**

1. Contract Data Sheet
2. Checklist for Opening of Bids
3. Minutes of Bid Opening
4. Register of Attendance at Opening of Bids
5. List of Firms That Purchased Bidding Documents
6. Log of Addenda to Bidding Documents Issued
7. Log of Clarifications Requested and Received
8. Log of Complaints and Appeals Received

## SUMMARY EVALUATION DATA AND AWARD RECOMMENDATION

1. Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No. 1
2. Contract: CAP CA3260 City of Brawley Specification No.: 2013-02
3. Bid submission date: January 15<sup>th</sup>, 2014
4. Bid evaluation summary:

No.	Bidder	Opening Bid Price (US Dollars)	Substantially responsive (yes or no)	Evaluated Bid Price	Rank	Remarks*
1	Cora Constructors Inc.	\$425K	NO	\$425K	1	Addenda No. 2 not acknowledged. Unit prices on Bid Schedule and total Bid amount in words were left blank.
2	A&R Construction	\$448,447.00	YES	\$448,447.00	2	
3	PMCCA, Inc.	\$512,970.00	YES	\$512,970.00	3	

5. The second lowest evaluated bidder has been determined to be qualified and capable of performing the contract [ YES ].
6. On the basis of the evaluation (outlined in the attached Report) which was carried out in accordance with the Bidding Documents, we recommend accepting the bid of the second lowest evaluated bidder [ A&R Construction ], which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Document and the following provisions:

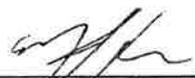
Evaluation Committee:

Yazmin Arellano, P.E., City of Brawley  
Public Works Director/City Engineer

Steven Sullivan, P.E., City of Brawley  
Associate Civil Engineer

Ana Gutierrez, City of Brawley Contract  
Manager/Labor Compliance Officer

James Davey, P.E.,  
James Davey & Associates, Engineer

  
\_\_\_\_\_  
(signature)

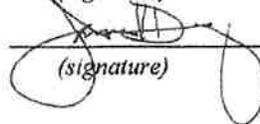
1/28/2014  
\_\_\_\_\_  
(date)

  
\_\_\_\_\_  
(signature)

1/28/14  
\_\_\_\_\_  
(date)

  
\_\_\_\_\_  
(signature)

1/28/14  
\_\_\_\_\_  
(date)

  
\_\_\_\_\_  
(signature)

1/28/2014  
\_\_\_\_\_  
(date)

**RECORD OF BID PRICES AT OPENING**Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1Contract: CAP CA3260City of Brawley Specification No.: 2013-02

The following bids were received by the bid closing deadline fixed at [*January 15, 2014 at 2:00 PM*] and were opened immediately thereafter:

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No.	Name of Bidder	Bid Amount(s)
1	Cora Constructors Inc.	\$425,000.00
2	A&R Construction	\$448,447.00
3	PMCCA, Inc.	\$512,970.00

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**EXAMINATION OF BIDS**  
(ref. paras 11 to 13 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: Cora Constructors Inc.

No.: 1

Requirement	Ref. in Bidding Documents	Responsive		Remarks
		Yes	No	
• Proposal	Proposal-Bidders Forms sheet A-1, Instructions to Bidders Sections B1-35	X		Sheet A-1 of the Contract Documents was submitted as the Bid cover sheet along with instructions for CORA Constructors Inc. representative delivering the bid.
• Proposal Signature Page	Proposal-Bidders Form sheet A-2, Instruction to Bidders Section B-26	X		Signed by Dennis Stockton. Official title of officer authorized to sign for the corporation was left blank. From other documents in the bid proposal it appears Dennis Stockton is the President of CORA Constructors Inc.
• Bid Schedule	Proposal-Bidders Form sheet A-4, Instructions to Bidders Section B-5-6		X	A "\$425K" amount was entered in the total bid space provided.  Unable to verify arithmetic errors in Bid Schedule form submitted with bid proposal as unit prices for all bid items were left blank.  The total bid amount to be handwritten or typed was also left blank in the space provided.
• Acknowledgement of Addenda (1 & 2)	Proposal-Bidders Form sheet A-5, Instructions to Bidders Section B-1		X	Addendum No. 2 was not acknowledged. A "No. 1" is listed in the line for noting Addenda 1 & 2.
• Bid Bond	Proposal-Bidders Form sheet A-6, Instructions to Bidders Section B-4	X		10% of Bid Bond Amount by The Western Surety Company and signed by Dennis Stockton, CORA Constructors, Inc. President

• Non-Collusion Affidavit	Proposal-Bidders Form sheet A-7, Instructions to Bidders Section B-15	X		No Remarks.
• Public Contract Code Section 10162 Questionnaire	Proposal-Bidders Form sheet A-8	X		No Remarks.
• List of Proposed Subcontractors	Proposal-Bidders Form sheet A-9, Instructions to Bidders Section B-14	X		No Remarks.
• Major Material Suppliers Information	Proposal-Bidders Form sheet A-10		X	The Major Material form submitted with the Bid Proposal was left blank.
• Debarment & Suspension Certification, Title 49 Code of Federal Regulation part 29	Proposal-Bidders Form sheet A-11, A27	X		No Remarks.
• Nondiscrimination Clause	Proposal-Bidders Form sheets A-12 thru A-14, Instructions to Bidders Section B-28	X		No Remarks.
• Equal Employment Opportunity Clauses	Proposal-Bidders Form sheets A-15 thru A-16	X		No Remarks.
• Equal Employment Certification	Proposal-Bidders Form sheet A-17	X		No Remarks.
• Drug Free Workplace Certification	Proposal-Bidders Form sheet A-18, Instructions to Bidders Section B-31	X		No Remarks.

<ul style="list-style-type: none"> <li>Federal Contract Provisions</li> </ul>	Proposal-Bidders Form sheets A-19 thru A-28, Instructions to Bidders Section B-18-19		X	A copy of the Federal Contract Provision Sheets A-19 thru A-28 was not included in the Bid Proposal submitted.
<ul style="list-style-type: none"> <li>Non-Lobbying Certification for Federal-Aid Contracts</li> </ul>	Proposal-Bidders Form sheet A-29 Instructions to Bidders Section B-32	X		No Remarks.
<ul style="list-style-type: none"> <li>Disclosure of Lobbying Activities</li> </ul>	Proposal-Bidders Form sheet A-30 Instructions to Bidders Section B-32	X		No Remarks.
<ul style="list-style-type: none"> <li>Non Bribery Letter</li> </ul>	Proposal-Bidders Form sheet A-32	X		No Remarks.

**EXAMINATION OF BIDS**

(ref. paras 11 to 13 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: A&R Construction

No.: 2

Requirement	Ref. in Bidding Documents	Responsive		Remarks
		Yes	No	
• Proposal	Proposal-Bidders Forms sheet A-1, Instructions to Bidders Sections B1-35	X		Sheet A-1 of the Contract Documents was submitted as the Bid cover sheet.
• Proposal Signature Page	Proposal-Bidders Form sheet A-2, Instruction to Bidders Section B-26	X		Signed by Terry Robertson as owner of Terry Robertson, Inc. dba: A&R Construction
• Bid Schedule	Proposal-Bidders Form sheet A-4, Instructions to Bidders Section B-5-6	X		No arithmetic errors in Bid Schedule form.
• Acknowledgement of Addenda (1 & 2)	Proposal-Bidders Form sheet A-5, Instructions to Bidders Section B-1	X		A number "2" is listed in the line for noting Addenda 1 & 2. A copy of the issued Addenda 1 & 2 was submitted in the bid package.
• Bid Bond	Proposal-Bidders Form sheet A-6, Instructions to Bidders Section B-4	X		10% of Bid Bond Amount by The Hanover Insurance Company for Terry Robertson, Inc. dba: A&R Construction. The Bid Bond form submitted is signed by Johnnie R. Combs (Estimator/Agent for Terry Robertson, Inc., see Annex 7)

• Non-Collusion Affidavit	Proposal-Bidders Form sheet A-7, Instructions to Bidders Section B-15	X		Signature Required. Estimator Johnnie Combs' name is printed, not signed on the Non-Collusion Affidavit . See Annex 7.
• Public Contract Code Section 10162 Questionnaire	Proposal-Bidders Form sheet A-8	X		Johnnie R. Combs, Jr. signed Public Contract Code Section 10162 Questionnaire. See Annex 7.
• List of Proposed Subcontractors	Proposal-Bidders Form sheet A-9, Instructions to Bidders Section B-14	X		No Remarks.
• Major Material Suppliers Information	Proposal-Bidders Form sheet A-10	X		No Remarks.
• Debarment & Suspension Certification, Title 49 Code of Federal Regulation part 29	Proposal-Bidders Form sheet A-11, A27	X		No Remarks.
• Nondiscrimination Clause	Proposal-Bidders Form sheets A-12 thru A-14, Instructions to Bidders Section B-28	X		The Nondiscrimination Clause is signed by Johnnie R. Combs, Jr. as A&R Construction Estimator. (See Annex 7)
• Equal Employment Opportunity Clauses	Proposal-Bidders Form sheets A-15 thru A-16	X		No Remarks.
• Equal Employment Certification	Proposal-Bidders Form sheet A-17	X		The Equal Employment Certification is not filled out completely ("...the has ___ or has not ___" was left blank). Johnnie R. Combs, Jr. signed the Equal Employment Certification as Estimator. (See Annex 7)
• Drug Free Workplace Certification	Proposal-Bidders Form sheet A-18, Instructions to Bidders Sec. B-31	X		No Remarks.

<ul style="list-style-type: none"> <li>Federal Contract Provisions</li> </ul>	Proposal-Bidders Form sheets A-19 thru A-28, Instructions to Bidders Section B-18-19	X		No Remarks.
<ul style="list-style-type: none"> <li>Non-Lobbying Certification for Federal-Aid Contracts</li> </ul>	Proposal-Bidders Form sheet A-29 Instructions to Bidders Section B-32	X		No Remarks.
<ul style="list-style-type: none"> <li>Disclosure of Lobbying Activities</li> </ul>	Proposal-Bidders Form sheet A-30 Instructions to Bidders Section B-32	X		Estimator, Johnnie R. Combs, Jr. signed the Disclosure of Lobby Activities. (See Annex 7)
<ul style="list-style-type: none"> <li>Non Bribery Letter</li> </ul>	Proposal-Bidders Form sheet A-32	X		Estimator, Johnnie R. Combs, Jr. signed the Non Bribery Letter form on sheet A-32 not on a official A&R Construction Letterhead. (See Annex 7)

**EXAMINATION OF BIDS**

(ref. paras 11 to 13 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: PMCCA, Inc.

No.: 3

Requirement	Ref. in Bidding Documents	Responsive		Remarks
		Yes	No	
• Proposal	Proposal-Bidders Forms sheet A-1, Instructions to Bidders Sections B1-35	X		Sheet A-1 of the Contract Documents was submitted as the Bid cover sheet.
• Proposal Signature Page	Proposal-Bidders Form sheet A-2, Instruction to Bidders Section B-26	X		Signed by Jason Turner (President), PMCCA, Inc. dba: Performance mechanical Contractors
• Bid Schedule	Proposal-Bidders Form sheet A-4, Instructions to Bidders Section B-5-6	X		No arithmetic errors in Bid Schedule form.
• Acknowledgement of Addenda (1 &2)	Proposal-Bidders Form sheet A-5, Instructions to Bidders Section B-1	X		A number "1 & 2" are listed in the line for noting Addendum 1 & 2. A copy of the issued Addendum 1 & 2 was submitted in the bid proposal.
• Bid Bond	Proposal-Bidders Form sheet A-6, Instructions to Bidders Section B-4	X		10% of Bid Bond Amount by Aspen American Insurance Company.
• Non-Collusion Affidavit	Proposal-Bidders Form sheet A-7, Instructions to Bidders Section B-15	X		No Remarks.

• Public Contract Code Section 10162 Questionnaire	Proposal-Bidders Form sheet A-8	X		No Remarks.
• List of Proposed Subcontractors	Proposal-Bidders Form sheet A-9, Instructions to Bidders Section B-14	X		No Remarks.
• Major Material Suppliers Information	Proposal-Bidders Form sheet A-10	X		No Remarks.
• Debarment & Suspension Certification, Title 49 Code of Federal Regulation part 29	Proposal-Bidders Form sheet A-11, A27	X		No Remarks.
• Nondiscrimination Clause	Proposal-Bidders Form sheets A-12 thru A-14, Instructions to Bidders Section B-28	X		No Remarks.
• Equal Employment Opportunity Clauses	Proposal-Bidders Form sheets A-15 thru A-16	X		No Remarks.
• Equal Employment Certification	Proposal-Bidders Form sheet A-17	X		No Remarks.
• Drug Free Workplace Certification	Proposal-Bidders Form sheet A-18, Instructions to Bidders Section B-31	X		No Remarks.
• Federal Contract Provisions	Proposal-Bidders Form sheets A-19 thru A-28, Instructions to Bidders Section B-18-19	X		No Remarks.

<ul style="list-style-type: none"> <li>• Non-Lobbying Certification for Federal-Aid Contracts</li> </ul>	Proposal-Bidders Form sheet A-29 Instructions to Bidders Section B-32	X		No Remarks.
<ul style="list-style-type: none"> <li>• Disclosure of Lobbying Activities</li> </ul>	Proposal-Bidders Form sheet A-30 Instructions to Bidders Section B-32	X		No Remarks.
<ul style="list-style-type: none"> <li>• Non Bribery Letter</li> </ul>	Proposal-Bidders Form sheet A-32	X		No Remarks.

**SUBSTANTIALLY NONRESPONSIVE BIDS**  
(ref. paras. 15 & 18 - Bid Evaluation Procedures)

The following bids were rejected as substantially nonresponsive:

---

No.	Bidder
1 *	Cora Constructors Inc.

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**Note:** \*Non-Responsive Bidder. Addenda No. 2 was not acknowledged. The Bid Schedule submitted did not have the unit prices for the bid items totaling the \$425K amount in the total bid line. The total for the bid schedule in words was also left blank.

**CORRECTIONS, CONVERSION AND ADJUSTMENT OF BID PRICES**  
(ref. para. 18 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: Cora Constructors, Inc.

No.: 1 \*

Bidder: A&R Construction

No.: 2

Bidder: PMCCA, Inc.

No.: 3

**Note:** \*Non-Responsive Bidder. The Bid Schedule submitted did not have the unit prices for the bid items totally the \$425K amount in the total bid line. The total for the bid schedule in words was also left blank.

**Note:** Bids received by the other two Bidders are in US currency and did not present any arithmetic errors. No Corrections, Conversion and Adjustment of Bid Prices were required.

**BIDS SUBJECT TO DETAILED EVALUATION**  
(ref. paras. 18-23 - Bid Evaluation Procedures)

On the basis of the spread of the adjusted bid prices and the maximum impact of the evaluation criteria, it was decided to subject the following bid to a detailed evaluation:

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No.	Bidder
1	<u>Cora Constructors, Inc.</u>
2	<u>A&amp;R Construction</u>
3	<u>PMCCA, Inc.</u>

**EVALUATION OF BIDS**  
(ref. para. 22 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: Cora Constructors, Inc.

No.: 1 \*

Bidder: A&R Construction

No.: 2

Bidder: PMCCA, Inc.

No.: 3

**Note:** \*Non-Responsive Bidder. Addenda No. 2 was not acknowledged. The Bid Schedule submitted did not have the unit prices for the bid items totaling the \$425K amount in the total bid line. The total for the bid schedule in words was also left blank.

**Note:** Bids received by the other two Bidders are in US currency and did not present any arithmetic errors. No Corrections, Conversion and Adjustment of Bid Prices were required.

**See Attached Comparison of Bids.**

**COMPARISON OF BIDS**  
(ref. paras. 18-23 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

See Attached Comparison of Bids.

CITY OF BRAWLEY  
 LIFT STATION NO. 2 AND EMERGENCY POWER FOR LIFT STATION NO. 1  
 SPECIFICATION NO. 2013-02

COMPARISON OF BIDS

Item No.	Description	Quantity	Unit Of Measure	Cora Constructors Inc.		A&R Construction		PMCCA, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization and Demobilization.	1	LS			\$35,500.00	\$35,500.00	\$60,129.00	\$60,129.00
2	Traffic Control, Public Safety and Notification.	1	LS			\$10,250.00	\$10,250.00	\$8,645.00	\$8,645.00
3	Shoring	1	LS			\$5,500.00	\$5,500.00	\$7,314.00	\$7,314.00
4	Demolition	1	LS			\$9,875.00	\$9,875.00	\$30,383.00	\$30,383.00
5	Submersible Package Pump Station/Wet Well/Controls/Appurtenances	1	LS			\$255,877.00	\$255,877.00	\$240,014.00	\$240,014.00
6	Manhole at Richards Avenue and American Legion Rd.	1	EA			\$14,750.00	\$14,750.00	\$16,754.00	\$16,754.00
7	3/4 -inch Gas Service for Generator at Pump Station #2.	1	LS			\$6,500.00	\$6,500.00	\$16,909.00	\$16,909.00
8	Dewatering	1	LS			\$500.00	\$500.00	\$11,629.00	\$11,629.00
9	Dust Control	1	LS			\$3,500.00	\$3,500.00	\$7,087.00	\$7,087.00
10	Generator and Appurtenances for Pump Station #1	1	EA			\$102,895.00	\$102,895.00	\$112,891.00	\$112,891.00
11	Hand Operated Crane	1	EA			\$3,300.00	\$3,300.00	\$1,215.00	\$1,215.00
				<b>TOTAL</b>	(1)	\$425K	<b>TOTAL</b>	<b>TOTAL</b>	<b>\$512,970.00</b>

Comments: (1) The Bid Schedule submitted did not have the unit prices for the bid items totally the \$425K amount in the total bid line. The total for the bid schedule in words was also left blank.

**POSTQUALIFICATION**

(Ref. paras. 24 to 27 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: Cora Constructors, Inc.

No.: 1

Qualifying Criteria	Ref. in Bidding Documents	Satisfactory Yes No	Remarks
Attend Mandatory Pre-Bid Conference	Notice of Invitation for Bids	Yes	No Remarks
Bidders must have at least 5 years of experience in similar projects.	Notice of Invitation for Bids	Yes	No Remarks
State of California Classification "A" Contractor's license.	Notice of Invitation for Bids	Yes	No Remarks

**POSTQUALIFICATION**  
 (Ref. paras. 24 to 27 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: A&R Construction

No.: 2

Qualifying Criteria	Ref. in Bidding Documents	Satisfactory		Remarks
		Yes	No	
Attend Mandatory Pre-Bid Conference	Notice of Invitation for Bids	Yes		No Remarks
Bidders must have at least 5 years of experience in similar projects.	Notice of Invitation for Bids	Yes		No Remarks
State of California Classification "A" Contractor's license.	Notice of Invitation for Bids	Yes		No Remarks

**POSTQUALIFICATION**

(Ref. paras. 24 to 27 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260

City of Brawley Specification No.: 2013-02

Bidder: PMCCA, Inc.

No.: 3

Qualifying Criteria	Ref. in Bidding Documents	Satisfactory		Remarks
		Yes	No	
Attend Mandatory Pre-Bid Conference	Notice of Invitation for Bids	Yes		No Remarks
Bidders must have at least 5 years of experience in similar projects.	Notice of Invitation for Bids	Yes		No Remarks
State of California Classification "A" Contractor's license.	Notice of Invitation for Bids	Yes		No Remarks

## CONTRACT DATA SHEET

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1Contract: CAP CA3260 City of Brawley Specification No.: 2013-02Estimated contract value: \$526,000.00  
[US\$ equivalent]

Contract type: \_\_\_\_\_

Procurement type: \_\_\_\_\_

General Procurement Notice: April 10, 2010Bids invited: December 3<sup>rd</sup> and 18<sup>th</sup>, 2013 (Imperial Valley Press)Number of documents sold: 14Bids received: January 15, 2014Number of bids received: 3Bid evaluation report: January 27, 2014

Name of successful bidder:	<u>A&amp;R Construction</u>
	<u>1631 River Drive</u>
	<u>Brawley, CA 92227-1747</u>
	<u>Phone (760) 344-4653</u>
	<u>Fax (76) 344-4146</u>

Contract value: \$ 448,447.00  
[US\$ equivalent]Contract award: \_\_\_\_\_  
[date]Contract completion: \_\_\_\_\_  
[date]

**CHECKLIST FOR OPENING OF BIDS**

(Ref. para. 11 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260 City of Brawley Specification No.: 2013-02

Bidder: Cora Constructors, Inc. No.: 1

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Time received [*specify date and time*]: January 15, 2014 at 1:06 PM

Withdrawal notice: Yes  No

Modification notice: Yes  No

Bid amount [*in currency of the bid price*]: \$425K

Discounts [*if yes, specify*]: No Discounts

Alternatives [*if yes, specify*]: No Alternatives

Bid security [*if yes, state amount*]: 10% of bid amount

REMARKS:

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**CHECKLIST FOR OPENING OF BIDS**  
(Ref. para. 11 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260 City of Brawley Specification No.: 2013-02

Bidder: A&R Construction No.: 2

---

Time received [*specify date and time*]: January 15, 2014 at 1:56 PM

Withdrawal notice: Yes  No

Modification notice: Yes  No

Bid amount [*in currency of the bid price*]: \$448,447.00

Discounts [*if yes, specify*]: No Discounts

Alternatives [*if yes, specify*]: No Alternatives

Bid security [*if yes, state amount*]: 10% of bid amount

REMARKS:

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**CHECKLIST FOR OPENING OF BIDS**  
(Ref. para. 11 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

Contract: CAP CA3260 City of Brawley Specification No.: 2013-02

Bidder: PMCCA, Inc. No.: 3

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Time received [*specify date and time*]: January 15, 2014 at 1:48 PM

Withdrawal notice: Yes  No

Modification notice: Yes  No

Bid amount [*in currency of the bid price*]: \$512,970.00

Discounts [*if yes, specify*]: No Discounts

Alternatives [*if yes, specify*]: No Alternatives

Bid security [*if yes, state amount*]: 10% of bid amount

REMARKS:

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**MINUTES OF BID OPENING**  
(Ref. para. 11 - Bid Evaluation Procedures)

Project: City of Brawley, Lift Station No. 2 & Emergency Power For Lift Station No.1

1. Time and place for bid opening: 2:00 pm (local time),  
City of Brawley  
Office of City Clerk  
383 Main Street  
Brawley, CA 92227
  
2. Employer's representatives present (Annex 4):  
Alma Benavides, City of Brawley  
Ana Gutierrez, City of Brawley  
  
Jim Davey PE, James Davey & Associates  
Tomas Sanchez PE, James Davey & Associates
  
3. Bidders' representatives present (Annex 4):  
Cora Constructors Inc.  
A&R Construction  
PMCCA, Inc.
  
4. Number of bid receipts and number of bids on the table:  
3 bids received  
3 bids on the table
  
5. Any bids received late:  
No bid received late.
  
6. Withdrawal notices: None  
Modification notices: None
  
7. Bid details for each bid as opened:
  - Name of bidder: **Cora Contractors, Inc.**
  - Time received: 01/15/2014 at 1:06 pm
  - Any modification: None
  - Bid amount: \$425K
  - Any discounts, alternatives, etc.: None
  - Bid security: 10% of Bid Amount

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- Name of bidder: **A&R Construction**
  - Time received: 01/15/2014 at 1:56 pm
  - Any modification: None
  - Bid amount: \$448,447.00
  - Any discounts, alternatives, etc.: None
  - Bid security: 10% of Bid Amount
- 

- Name of bidder: **PMCCA, Inc.**
  - Time received: 01/15/2014 at 1:48 pm
  - Any modification: None
  - Bid amount: \$512,970.00
  - Any discounts, alternatives, etc.: None
  - Bid security: 10% of Bid Amount
- 

8. Comments from the floor:

9. Statement to all bidders that the evaluation process is confidential and any attempt by a bidder or its agents to influence the Employer's evaluation of bids or award decisions, including the offering or giving of bribes, gifts or other inducement, could result in the invalidation of its bid and the forfeiture of its bid security. All contact with bidders will be for the purpose of clarification and will be initiated by the Employer in writing.

**REGISTER OF ATTENDANCE  
AT BID OPENING**

Alma Benavides, City of Brawley  
Ana Gutierrez, City of Brawley  
Jim Davey, James Davey and Associates  
Tomas Sanchez, James Davey and Associates  
Representative from Cora Constructors, Inc.  
Johnnie Comb, A&R Contractors  
Ted Sweet, PMCCA, Inc.

**LIST OF FIRMS THAT PURCHASED  
BIDDING DOCUMENTS**

See Attached Plan Holder List.

**EMERGENCY LIFT STATION NO. 1 & LIFT STATION NO. 2**

Specification No.: 2013-02

Bid Opening: January 15, 2014 @ 2:00 pm

Mandatory Pre-Bid Meeting: December 19, 2013 @ 10:00 am, PW Department

Bidding Document Fee: \$50.00 (non-refundable)

Estimated Value: \$500,000

**PLAN HOLDER'S LIST**

**MCGRAW-HILL CONSTRUCTION**

4300 Beltway Place, Suite 180  
Arlington, TX 76018  
626-930-8982 (office)  
Monique [McCoy@mcgraw-hill.com](mailto:McCoy@mcgraw-hill.com)

**BID AMERICA**

41085 Elm Street  
Murrieta, CA 92562  
951-677-4819 (office)  
[Planroom@bidamerica.com](mailto:Planroom@bidamerica.com)  
[www.bidamerica.com](http://www.bidamerica.com)

**YUMA SOUTHWEST CONSTRUCTION ASSOCIATION**

350 W. 16<sup>th</sup> Street, Suite 207  
Yuma, AZ 85364  
928-539-9035 (office)  
928-539-9036 (fax)  
[Melissa@yswca.com](mailto:Melissa@yswca.com)  
[www.yswca.com](http://www.yswca.com)

**AGC PLAN ROOM**

4355 Ruffin Road, Suite 103  
San Diego, CA 92123  
858-874-8560 (office)  
858-874-8569 (fax)  
[Planroom@agcsd.org](mailto:Planroom@agcsd.org)  
[www.agcsd.org](http://www.agcsd.org)

**SAN DIEGO DAILY TRANSCRIPT**

2131 Third Avenue  
San Diego, CA 92101  
619-232-4381 (office)  
619-239-4312 (fax)  
[allison.gradall@sddt.com](mailto:allison.gradall@sddt.com)  
[plans@sddt.com](mailto:plans@sddt.com)  
[www.sandiegosource.com](http://www.sandiegosource.com)

**CONSTRUCTION BIDBOARD**

4420 Hotel Circle Court, Suite 215  
San Diego, CA 92108  
800-479-5314 (office)  
619-688-0585 (fax)  
[lauren.bixler@reedbusiness.com](mailto:lauren.bixler@reedbusiness.com)  
[www.ebidboard.com](http://www.ebidboard.com)

**REED CONSTRUCTION DATA**

30 Technology Parkway, Suite 500  
Norcross, GA 30092  
303-265-6483 (office)  
800-642-2437 (fax)  
[tammy.brown@reedbusiness.com](mailto:tammy.brown@reedbusiness.com)  
[ERP@ReedBusiness.com](mailto:ERP@ReedBusiness.com)

**ISQFT PLAN ROOM**

77738 Flora Road  
Palm Desert, CA 92211  
800-364-2059 (office)  
866-570-8187 (fax)  
Attn: Christal Hassell  
c/o Plan IT Reprographic  
[SanDiego@ISqFt.com](mailto:SanDiego@ISqFt.com)  
[www.isqft.com](http://www.isqft.com)

**THE BLUE BOOK**

800 E. Main Street (Old Route 6 & Indian Hill)  
Jefferson Valley, NY 10503  
Attn: TJ Downey  
800-431-2584 (office)  
914-243-4936 (fax)

As of 1/10/2014

**A & R CONSTRUCTION**

1631 River Drive  
Brawley, CA 92227  
760-344-4653 (office)  
760-344-4146 (fax)  
Attn: Johnnie Combs, Jr.

**CORA CONSTRUCTORS, INC.**

75140 St. Charles Place, Suite A  
Palm Desert, CA 92211  
760-674-3201 (office)  
760-674-3202 (fax)  
Attn: Ray Armendariz

**PMC**

401 West 5<sup>th</sup> Street  
Holtville, CA 92250  
760-356-4185 (office)  
760-791-7430 (cell)  
Attn: Ted Sweet

**GENESIS CONSTRUCTION**

170 E. Oakland Avenue  
Hemet, CA 92543  
951-652-6977 x 700 (office)  
951-652-0855 (fax)  
Attn: Chrissy Peterson

**DPE CONSTRUCTION, INC.**

1636A E. 20<sup>th</sup> Street  
Yuma, AZ 85365  
928-783-7885  
928-343-1016 (fax)  
Attn: Rob Wilson

As of 1/10/2014

**LOG OF ADDENDA TO  
BIDDING DOCUMENTS ISSUED**

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No. 1, issued January 6, 2014  
No. 2, issued January 10, 2014

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**LOG OF CLARIFICATIONS REQUESTED  
AND RECEIVED**

(Ref. para. 17 - Bid Evaluation Procedures)

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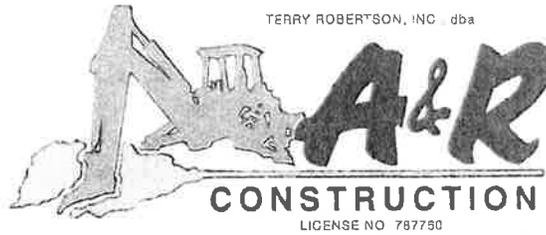
**A&R Construction**

January 23, 2014: The City of Brawley requested A&R Construction for clarification that Johnnie Combs, Jr., Estimator is authorized to sign bidding documents (Bid Bond, Non-Collusion Affidavit, Nondiscrimination Clause, Equal Employment Opportunity Clauses, Disclosure of Lobbying Activities, and Non Bribery Letter) for Terry Robertson, Inc. dba A&R Construction.

January 24, 2014: Terry Robertson owner of Terry Robertson, Inc. dba: A&R Construction provided the City of Brawley with a letter stating that Johnnie Combs, Jr, is an agent of Terry Robertson, Inc. dba: A&R Construction and is authorized to sign any bid documents and related documents.

See Attached A&R Construction Letter.

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1631 RIVER DRIVE • BRAWLEY, CA 92227-1747  
PHONE: (760) 344-4653  
FAX: (760) 344-4146

January 01, 2014

City of Brawley  
400 Main Street  
Brawley, CA 92227

To Whom It May Concern:

Estimator, Johnnie Combs, Jr. is an agent of Terry Robertson, Inc. dba: A&R Construction and is authorized to sign any bid documents, change orders and related documents.

Please contact our office at 760-344-4653 with any further questions.

Sincerely,

Terry Robertson  
President



**LOG OF COMPLAINTS AND APPEALS RECEIVED**  
(Ref. para. 41 - Bid Evaluation Procedures)

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Bidder or Appellant	Date Received	Brief Description of Issue
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Note: No Complaints received.

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: 03/18/2014  
City Manager: RBW

**PREPARED BY:** Ana Gutierrez, Labor Compliance/Contracts Officer

**PRESENTED BY:** Yazmin Arellano, Public Works Director

**SUBJECT:** Consulting Services Contract with Lee & Ro, Inc. for the design of Headworks Improvements at the City of Brawley Wastewater Treatment Plant.

**CITY MANAGER RECOMMENDATION:** Authorize Agreement with Lee & Ro, Inc. for design of Headworks Improvements at the Wastewater Treatment Plant and authorize the City Manager to execute all documents in relation to this project.

**DISCUSSION:** The City's Wastewater Treatment Plant has three screenings channels in the headworks structure, upstream of the vortex grit tank. The westerly channel contains an automated step screen which discharges into a screening washer compactor. The easterly channel contains a ½" manual bar screen. The central channel does not have a screen of any kind, and the channel inlet gate is currently closed.

This portion of the facility has experienced a number of challenges due to the flow of certain items that travel through the wastewater collection system to the plant. These conditions worsened when the existing step screen was damaged during a storm event in August 2013. Today, the treatment process is vulnerable to "ragging" (blockage due to large solids, wipes, hair, diapers, etc.) when the mechanically cleaned screen is out of service. The proposed project involves the design of a second bar screen that will significantly reduce the probability of debris bypassing the screening and reaching the aeration basins.

The Proposal will be completed according to work tasks detailed in the attached Agreement.

**FISCAL IMPACT:** \$36,706 for Fiscal Year 2013/2014, Professional Services, Wastewater Treatment Plant

**ATTACHMENTS:** City of Brawley Agreement with Lee & Ro  
Lee & Ro proposal dated 3-10-24

**CITY OF BRAWLEY  
CONSULTING SERVICES CONTRACT  
PROFESSIONAL SERVICES  
FOR**

**HEADWORKS IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and Lee & Ro, Inc., ("Consultant").
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Best Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 90 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to provide Financial Consulting generally described in Proposal and which includes the following:
- 4.1 Details of Scope of work are contained in the Proposal for Professional Services, dated March 10, 2014, attached herewith as Exhibit A and by this reference made a part hereof and are here referenced below.
- 5.0 **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Maximum Fee.** The maximum fee under this Contract is Thirty Six Thousand Seven Hundred Six (\$36,706) Dollars without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit B.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.
- 6.0 **Payment**

City shall pay consultant for Services rendered by consultant hereunder on the basis of monthly invoices for the period ending on the final day of the month. City shall pay each invoice within 30 days after receipt. Invoices shall include, project description, the description and breakdown of costs, the month such costs were incurred, total expenses billed to

date, invoice number and invoice date. All invoices shall be sent to City. Attention: Yazmin Arellano. See Section 22.2, "Notice and Communications".

- 6.1 Compensation. Monthly progress payments shall be billed and based on the actual percentage of work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. Percent completion justification per task shall be part of monthly invoice. See Exhibit C for a sample of a typical invoice.
- 6.2 Billing Dispute. In the event City disputes the amount of an invoice, it shall notify Consultant within 20 days of receipt of the invoice and otherwise timely pay any undisputed portion of the invoice.

## 7.0 Records and Audits

- 7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.
- 7.2 Audit. City may perform an audit of the costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.
- 7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

## 8.0 Control of Work.

Consultant shall report on all Work performed for City through City's Contract Manager and any designated representatives. Consultant shall comply with any coordination and completion criteria specified by City, and shall diligently prosecute each phase of the Work.

## 9.0 Ownership of Documents

- 9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work shall become the property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports.
- 9.2 Confidentiality. In performing services under this Contract Consultant will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Contract shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

## 10.0 Duties of Consultant

- 10.1 Degree of Care. In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations.
- 10.2 Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

- 10.3 Correction of Improper Services. Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

#### 11.0 Suspension

City may, upon 10 calendar day written notice, direct Consultant to suspend performance on any or all of the services under the Contract for a specified period of time. If any suspension is not occasioned by the fault of Consultant, this Contract may be supplemented to compensate Consultant for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation, subject to audit, and asserted within twenty days after the date City issues a notice for resumption of the services under the Contract. Consultant shall be entitled to an extension to any work schedule to the extent a delay was caused by the suspension. Upon receipt of a suspension notice, Consultant shall (1) discontinue the Work under the Contract, (2) place no further orders or subcontracts, (3) suspend all orders and subcontracts, (4) protect and maintain all completed Work, and (5) otherwise mitigate City's costs and liabilities for those areas of work suspended. Services under the Contract shall be resumed by Consultant after such suspension on 10 calendar day written notice from City.

#### 12.0 Termination

Under the terms hereunder, City may, at any time and for any reason, terminate this Contract upon not less than 21 day written notice to Consultant. Under such circumstances, this Contract shall terminate on the date set forth in such written notice.

- 12.1 Termination for Cause. If Consultant shall fail to diligently, timely and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Consultant; or Consultant shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Consultant's insolvency, Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code; or Consultant otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.
- 12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.
- 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.
- 12.2 Termination For Convenience - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.
- 12.3 Duties of Consultant Upon Termination - Upon any termination of this Contract Consultant shall:
- 12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.

- 12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.
- 12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.
- 12.3.4 Take such other actions as City may reasonably direct.

### 13.0 **Insurance**

Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Consultant agrees to modify the existing coverage to do so. The following coverage's will be provided by Consultant and maintained on behalf of City and in accordance with the following requirements:

- A. **Workers Compensation.** During the term of this Agreement, and to the extent required by law, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to Client, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Client, its officers, agents, employees and volunteers.
- B. **General Liability Insurance.** Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in an amount not less than set forth in Exhibit B for bodily injury, personal injury, and property damage. Said insurance shall provide (1) the Client, its officers, agents, employees and volunteers shall be named as additional insured under the policy, (2) the policy shall operate as primary insurance, and that (3) no other insurance affected by the Client or other named insured's will be called upon to cover a loss covered thereunder.
- C. **Automobile Liability Insurance.** Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance, including coverage for any owned, hired, non-owned or rented vehicles in an amount not less than as set forth in Exhibit B per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the Client, its officers, agents, employees and volunteers shall be named as additional insured's under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the Client or other insured's will be called upon to cover a loss covered thereunder.
- D. **Certificates of Insurance.** Consultant shall file with Client upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the Client prior to the effective date of such cancellation, or change in coverage.
- E. **Professional Liability Insurance.** During the term of this Agreement, Consultant shall maintain a Professional Liability Insurance policy that covers the services to be performed in connection with this Agreement, in an amount not less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period of no less than three years after completion of the services required by the Agreement.
- F. **Clients Rights of Enforcement.** In the event any policy of insurance under this Agreement does not comply with these specifications or is canceled and not replaced, Client has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Client will be promptly reimbursed by Consultant or Client will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Client may cancel this Agreement.
- G. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policy holders' Rating of A- (or higher) and financial Size Category Class VI (or larger) in

accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Client's Risk Manager.

- H. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Client, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Client and shall require similar written express waivers and insurance clauses from each of its subconsultants, if any.
- I. **Enforcement of Contract Provisions.** (NON ESTOPPEL). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Client to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Client nor does it waive any rights hereunder.
- J. **Requirement Not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- K. **Client's Right to Revise Specifications.** The Client reserves the right at any time during the term of the agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the Client and Consultant may renegotiate Consultant's compensation.
- L. **Self-Insured Retentions.** Any self-insured retention must be declared to and approved by the Client, Client reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-Insurance will not be considered to comply with these specifications unless approved by Client.
- M. **Timely Notice of Claims.** Consultant shall give Client prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- N. **Additional Insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

#### 14.0 **Indemnification**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the City and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, or employees in the performance of services under this Agreement.

#### 15.0 **Relationship of Parties**

Consultant shall, for all purposes, be an independent contractor as to City and under no circumstances shall the relationship of employer and employee arise between the agents or employees of Consultant and City.

#### 16.0 **Assignment and Subcontracting**

- 16.1 **Non-Assignment.** A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the

part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

- 16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

**17.0 Laws and Regulations**

Consultant will comply in the performance of the Contract with all laws and regulations applicable to Consultant in its performance of the Contract.

**18.0 Force Majeure**

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

**19.0 Attorneys' Fees**

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

**20.0 Governing Law and Venue**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non convenes or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in person jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Contract.

**21.0 Integration**

This Contract and any exhibits hereto, as well as other documents referred to in this Contract, constitute the entire Contract between the parties with regard to the subject matter hereof and thereof. This Contract supersedes all previous Contracts between or among the parties. There are no Contracts, representations, or warranties between or among the parties other than those set forth in this Contract.

**22.0 Authorized Representatives and Notices**

22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

**TO:** City of Brawley  
Yazmin Arellano, Public Works Director  
180 South Western Avenue  
Brawley, CA 92227  
Phone: (760) 344-5800 Ext. 19  
Fax: (760) 344-5612  
E-mail: yarellano@brawley-ca.gov

**TO:** Lee & Ro, Inc.  
M. Steve Ro, P.E., President/CEO  
1199 South Fullerton Road  
City of Industry, CA 91748  
Phone: (626)912-3391  
Fax: (626)912-2015  
E-mail: www.LEE-RO.com

22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

**23.0 Waiver**

The failure of City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of work or payment for work shall not release Consultant from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

**24.0 Survival of Obligations and Liabilities**

The termination, cancellation, or acceptance of the work under the Contract shall not relieve Consultant of its obligations for work completed prior to the effective date of such termination, cancellation, or acceptance, nor shall it relieve Consultant of its liabilities at law or under this Contract.

**25.0 Severability**

If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or un-enforceability adversely affects the material consideration for its performance under this Contract such party may, by giving written notice to the other party, terminate this Contract.

**26.0 Execution and Effective Date.** This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Dated: \_\_\_\_\_, 2014.

**CITY OF BRAWLEY**

By: \_\_\_\_\_  
Rosanna B. Moore, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Alma Benavides, City Clerk

Dated: \_\_\_\_\_, 2014.

**CONSULTANT**

By: \_\_\_\_\_  
M. Steve Ro, P.E. President/CEO

**CITY OF BRAWLEY**  
**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CONSULTING SERVICES CONTRACT**  
**PROFESSIONAL SERVICES**  
**FOR**  
**HEADWORKS IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT**

**1.0 General Scope of Work**

The General Scope of Work is for Consultant to provide Professional Services for Headworks Improvements at the Wastewater Treatment Plant.

**2.0 Specific Scope of Work**

2.1 Details of Scope of work are contained in the Proposal for Professional Services for Headworks Improvements at the Wastewater Treatment Plant attached herewith as Exhibit A and by this reference made a part hereof.

**EXHIBIT C**  
**Typical Monthly Invoice**  
**Consultant's Letterhead**

**City of Brawley**

**Project Title:** Professional Services for Headwork's Improvements at the Wastewater Treatment Plant.

**Services from: (Date) to (Date)**

Total Contract Amount  
Previously Billed  
Current Billing  
Billed to Date  
Amount Remaining  
Percent Completion Per Task\*  
Total This Invoice

\*Percent Completion shall be justified and be part of the invoice.

Attach backup information, if applicable.

March 10, 2014

Ms. Yazmin Arellano, Public Works Director  
City of Brawley  
383 Main Street  
Brawley, CA 92227

Attention: Mr. Ruben Mireles, Water & Wastewater Director

Subject: Engineering Fee Proposal for Headworks Improvements at Brawley Wastewater Treatment Plant

Dear Ms. Arellano:

LEE & RO, Inc. is pleased to submit this proposal for engineering services to replace the existing and add new 2nd screen at the treatment plant headworks. The headworks is equipped with a mechanically cleaned bar screen with a screenings compactor. The existing screen is over 10 years old, unreliable, and the City has experienced frequent equipment failure. When the screen fails, flow is routed through a manual bar screen. If the manual screen is blinded, unscreened wastewater bypasses the screening entirely and enters the aeration basins. Once in the aeration basins, the rags and other debris wrap around aeration diffusers and clog downstream RAS and WAS pumps, and quickly disrupting the secondary treatment process. At the time of the original plant improvement design, LEE & RO offered to add a second screen, but the City elected to defer the work for budgetary reasons. It is now obvious after more than a year of operation of the secondary Biolac® plant that the process needs two reliable mechanically cleaned bar screens and a screenings handling system.

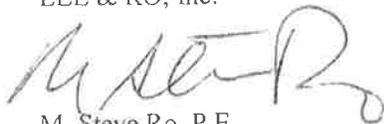
Based on cost information provided by the screen manufacturer, LEE & RO estimates that the construction cost for the two screens and screenings compactor will be between \$400,000 and \$500,000. A detailed scope of work (Exhibit A) is attached.

The proposed not-to-exceed fee for design and bid & construction support services is \$36,706. The fee proposal breakdown (Exhibit B) and billing rate schedule (Exhibit C) are attached.

We thank you for the opportunity to continue to provide engineering services for the City. Please call if you have any questions or comments.

Sincerely,

LEE & RO, Inc.



M. Steve Ro, P.E.  
President/CEO

Encl: Exhibits A, B and C  
cc: Vince Faraone and Sam Lee, L&R

## **EXHIBIT A SCOPE OF WORK**

### **Engineering, Design and Construction Phase Engineering Services for Replacement of Existing and Addition of Second Bar Screen at the City of Brawley Wastewater Treatment Plant**

March 10, 2014

There are three screenings channels in the headworks structure, upstream of the vortex grit tank. The westerly channel contains an automated step screen which discharges into a screenings washer compactor, and the easterly channel contains a ½" manual bar screen. The central channel does not have a screen of any kind, and the channel inlet gate is currently closed. The existing step screen was damaged during a storm event, and it became evident that the treatment process is vulnerable to ragging when mechanically cleaned screen is out of service. A second bar screen will significantly reduce the probability of bypassing of the screenings and other debris to the aeration basins.

This proposal has been broken up into three design tasks: Preliminary Design Memorandum (PDR or 30% Design), 90%, and 100% design. The PDR will evaluate and select the equipment (screens and screenings compactor), define required structural and electrical changes, and develop a project construction cost estimate. Detail design drawings and technical specifications for the recommended equipment will be developed during the 90% design. The 90% design documents to be submitted for the City review will include plans, specifications, and cost estimate. The City's review comments will be reflected in our 100% submittal documents. LEE & RO estimates that a total of 7 drawings will be required. LEE & RO will submit three paper copies and one CD copy of the each submittal to the City and will attend two review meetings during the design. LEE & RO will provide the City with a loose bound double sided bond set of technical specifications and a set of 22"x34" final drawings. The City will provide the front end documents.

The proposed 11 weeks design schedule is broken as follows:

Preliminary Design Report/30% Design:	4 weeks from Notice to Proceed
City Review:	1 week
90% Design	4 weeks from after receiving the City comments
City Review:	1 week
100% Design	1 week from after receiving the City comments

It is our understanding that the City would like to have Dave Bachtel review the design we produce. We have included 6 hours of Dave Bachtel's time in the fee proposal.

The 4<sup>th</sup> task is to assist the City bidding phase of the project. The City will print the final design documents for distribution to bidders. LEE & RO will prepare any addenda. The 5<sup>th</sup> task or final phase of the scope of work consists of providing construction phase engineering services which includes review of RFIs and contractor's submittals, consultation on change orders, up to two site visits/meetings, and preparation of as-built drawings. LEE & RO estimates that the construction will take from 4 to 7 months depending upon the screen delivery schedule.

Construction inspection is not a part of the scope of work. If the City desire, construction inspection will be provided at additional cost.

**EXHIBIT B: FEE PROPOSAL**  
**City of Brawley WWTP Headworks Screening Project**

Task No.	Project Task	HOURS PER LABOR CATEGORY AND BILLING RATE (\$/HR). SEE BILLING RATE SCHEDULE FOR LABOR CLASSIFICATION.						Total labor Hours	Labor Cost (\$)	Sub-consultant or Other Direct Costs (ODCs)	TOTAL FEES (\$)
		E8	E6	E3	T4	A3					
		\$202	\$169	\$125	\$107	\$72					
1	Preliminary Design Report (PDR/30% Design)		16	32	20	6	74	\$9,276	\$600	\$9,876	
2	90% Design		14	32	36	24	106	\$11,946	\$600	\$12,546	
3	100% Design		8	8	16	12	44	\$4,928	\$300	\$5,228	
	Design Review (Dave Bachtel)							\$0	\$1,500	\$1,500	
4	Bidding Assistance		6	6				\$1,764	\$300	\$2,064	
5	Engineering Services During Construction		16	16		4	36	\$4,992	\$500	\$5,492	
	<b>TOTAL NOT-TO-EXCEED</b>	<b>0</b>	<b>60</b>	<b>94</b>	<b>72</b>	<b>46</b>	<b>260</b>	<b>\$32,906</b>	<b>\$3,800</b>	<b>\$36,706</b>	

## Exhibit C FY 2014 BILLING RATE SCHEDULE

(Effective from November 1, 2013 to October 31, 2014. The 2015 billing rates will become effective November 1, 2014)

**LEE & RO, Inc**

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
<b>ENGINEERS</b>			
Engineer 8	E8	Managing Engineer	202
Engineer 7	E7	Supervising Engineer	184
Engineer 6	E6	Principal Engineer	169
Engineer 5	E5	Senior Engineer	153
Engineer 4	E4	Engineer	139
Engineer 3	E3	Associate Engineer	125
Engineer 2	E2	Assistant Engineer	111
Engineer 1	E1	Junior Engineer	97
<b>CAD / DESIGNERS</b>			
Technician 7	T7	Supervising Designer	153
Technician 6	T6	Principal Designer	139
Technician 5	T5	Senior Designer	125
Technician 4	T4	Designer	111
Technician 3	T3	Associate Designer	97
Technician 2	T2	Draftsperson	84
Technician 1	T1	Junior Draftsperson	72
<b>RESIDENT ENGINEERS / CONSTRUCTION INSPECTORS</b>			
Field Professional 6	F6	Principal Resident Engineer	169
Field Professional 5	F5	Senior Resident Engineer	153
Field Professional 4	F4	Principal Inspector/Resident Engineer	139
Field Professional 3	F3	Senior Inspector	125
Field Professional 2	F2	Inspector	111
Field Professional 1	F1	Assistant Inspector	97
<b>ADMINISTRATIVE</b>			
Administrative 4	A4	Administrative Professional	97
Administrative 3	A3	Word Processor III	84
Administrative 2	A2	Word Processor II	72
Administrative 1	A1	Word Processor I/Clerical	62



## Fiscal Year 2013-2014

Monthly Staffing Report for March 2014

Updated 03/14/2014

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Develop.	5	5	0	
Finance	7	7	0	
Fire	16	15	1	Firefighter
Personnel & Risk Management	1	1	0	
Information Technology	1	1	0	
Library	4	4	0	
Parks & Recreation	8	7	1	Retirement - filled with temporary worker(s)
Planning	2	2	0	
Police	49	45	4	Currently 4 officer vacancies including SRO generated openings.
Public Works	40	38	2	Lab Analyst & Water Treatment Plant Supervisor
Records Management/City Clerk	3	3	0	Clerk as 2 positions
Council Members	5	5	0	
Treasurer	1	1	0	
City Manager	1	1	0	
<b>Total</b>	<b>143</b>	<b>135</b>	<b>8</b>	

Groups	Limited Term Positions	Temp Positions	Temp Agency Positions	
Finance	0	1	0	Full-time Accounting Assistant
Fire - Reserve	0	23	0	
Library	3	0	0	
Parks & Recreation	0	7	0	4 F/T Temporary Parks Maintenance Workers, 2 seasonal, 1 P/T Sr. Center Coord.
Police	0	3	0	Car Washer, P/T Dispatcher, Graffiti Abatement
Public Works	0	3	0	WWTP OIT, pre-treatment general laborer, and 1 general laborer streets and utilities
Records Management	0	1	0	Part time Janitor
Prepared by: Shirley Bonillas, Personnel & Risk Management Administrator				



**OVERSIGHT BOARD OF THE  
SUCCESSOR AGENCY TO THE  
BRAWLEY REDEVELOPMENT AGENCY**

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**REGULAR MEETING  
FRIDAY, JANUARY 10, 2014 AT 10:00 AM  
COUNCIL CHAMBERS OF THE CITY OF BRAWLEY  
383 MAIN STREET, BRAWLEY, CA 92227**

Board Members: George A. Nava, Chairperson  
Kristy Curry  
Jay Kruger  
John Lau  
Bayon Moore  
Thomas Rutherford  
Daniel Smith

Secretary: Lorena Savala  
Finance Director: Ruby Walla

This Oversight Board has been created pursuant to § 34161 through 34190 of the Health and Safety Code for the sole purpose of overseeing the actions of the Successor Agency to the Brawley Redevelopment Agency. In accordance with Health and Safety Code § 34179(h), all Oversight Board actions shall not be effective for three business days, pending a request for review by the State Department of Finance ("Department"). In the event that the Department requests a review of a given Oversight Board action, it shall have 10 days from the date of its request to approve the Oversight Board action or return it to the Oversight Board for reconsideration, and such Oversight Board action shall not be effective until approved by the Department. In the event that the Department returns the Oversight Board action to the Oversight Board for reconsideration, the Oversight Board shall resubmit the modified action for Department approval, and the modified Oversight Board action shall not become effective until approved by the Department. *Materials related to items on this agenda, including those received following posting/distribution are on file in the Office of the Secretary to the Successor Agency to the City of Brawley City Clerk and are available for public inspection during normal business hours, Monday – Thursday, 7:30 am – 5:30 pm and Friday 7:30 am – 4:30 pm closed for lunch from 12:00 – 1:00 pm at 383 Main Street, Brawley, CA 92227, telephone (760) 351-3059.*

CALL TO ORDER-Roll Call

**NOTICE: BEING THAT THERE IS NO BUSINESS SCHEDULED FOR THE REGULAR MEETING OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE BRAWLEY REDEVELOPMENT AGENCY MEETING OF JANUARY 10, 2014, NOTICE IS HEREBY GIVEN THAT THE CITY OF BRAWLEY OVERSIGHT BOARD OF THE SUCCESSOR AGENCY WILL NOT MEET AT THE ABOVE MEETING DATE.**

**THE NEXT SCHEDULED MEETING IS FEBRUARY 14, 2014.**

**CITY OF BRAWLEY  
PARKS AND RECREATION COMMISSION MINUTES  
WEDNESDAY, JANUARY 29, 2014  
6:00 PM**

**CALL TO ORDER @ 6:09 PM:**

A. Let the record reflect the following:

**Present:** Commissioners John Hernandez, Maritza Nunez, Ramon Sagredo and Rusty Garcia  
**Absent:** Commissioners Ron Garcia, Mary Miller and Helen Noriega  
**Vacancy:** None  
**Guests:** Rosemarie Wood, Jay Kruger  
**Staff:** Richard Rubio, Rosanna Bayon Moore

**APPROVAL OF MINUTES**

The minutes were approved as submitted. m/s/c Garcia/Sagredo

**PUBLIC APPEARANCES** None

**REGULAR BUSINESS**

**1. REVIEW OF THE PARKS & RECREATION DEPARTMENT'S FIVE YEAR PLAN**

Parks & Recreation Director Richard Rubio asked the commissioners to review the five year plan and asked for their input on what they feel is critical for the Department and to prioritize the needs.

Parks & Recreation Director Richard Rubio said that the Senior Center parking lot should be paved this year and the roof still needs to be repaired. Another issue to consider is the American Disability Act Compliance for all facilities. Most of the facilities need to be updated for compliance.

Commissioner John Hernandez felt that the five year plan needed to be updated first. He felt that the Meserve Park Tennis Courts are unusable and would like to see that repaired. He suggested that some organizations or sponsors could maybe adopt a court and have the repairs addressed.

City Manager Rosanna Bayon Moore stated that the 2014-2015 budget meetings have been published and Richard Rubio stated he had taken copies to the commissioners. Rosanna Bayon Moore said in the budget consideration should be for high risk topics and high volume areas such as the elderly (Senior Center).

Commissioner Maritza Nunez asked if any other issues have been addressed besides the parking lot in the five year plan.

Richard Rubio said the Department purchased a diving board and pool cover panels for the pool. The bullpen area at Wiest Field has been lighted due to the effort of Rusty Garcia and Brawley Union High School. The road enhancement project at the Cattle Call roadway has been completed as well as the Del Rio Soccer Field.

Rosanna Bayon Moore reported that there was a local community service group that has expressed an interest in making improvements to the Kiosk; one improvement being the replacement of the railing.

Commissioner Rusty Garcia said he had attended a Health Fair for seniors in El Centro and that it was very well attended and asked if Brawley would consider having a Senior Health Fair. Commissioner John Hernandez said he had been working with the fair board and Imperial Valley Transit to take some seniors to the fair this year. The Fair Board has said the seniors could have a designated area to have entertainment that will include the Senior Gold Zumba Group.

Commissioner John Hernandez asked about the status and condition of the Skate Park. Richard Rubio said the problem is graffiti, but, with the cooperation of the Police Chief Mike Crankshaw and the Police Department's Graffiti Abatement Program, they have been covering the graffiti. Before the graffiti is covered, the Police Department takes photos and is working on prosecuting the offenders.

## **2. CURRENT RECREATION PROGRAMS**

Parks & Recreation Director Richard Rubio reported that the Youth Basketball program was in its second week. The program is Monday – Thursday in the Lions Center and Saturday in the Lions Center and Brawley Union High School. The program is running smoothly. Little League has started practices as well as the Brawley Soccer Youth League. There are several fundraisers such as the Frankie Chavez and Anthony Garcia Tournaments. There was a large baseball tournament, organized by the Baseball Legends and Little League played at Volunteer and Wiest Fields on January 25 and 26 that had over 36 games played.

## **3. UPDATE ON MESERVE PARK, ANTHONY GARCIA FIELD, IN FIELD RENOVATION PROJECT.**

Commissioner Rusty Garcia reported the project is almost complete. Volunteers have removed grass, moved dirt and placed sand and red dirt. They have also put 2x8 boards along the backstop so they don't curl up. The pitching rubber and home plate should be placed soon as well as the other bases. Commissioner Rusty Garcia explained this project was not an Anthony Garcia Foundation project. This is a project that volunteers, Jimmy Abatti and Bob Presley, have coordinated and worked on as well as the Garcia Family. As for other community projects, Commissioner Rusty Garcia suggests possibly sending out letters from the commissioning asking different community groups to help fund renovations.

## **DEPARTMENT REPORTS**

City Manager Rosanna Bayon Moore reported that she had recently met with the Future Farmers of America regarding the interest of placing an animal farm on "A" and 5<sup>th</sup> Streets where the Brawley Union High School Greenhouse is located. If this location cannot be used, she is asking the commission to explore the possibility of using parkland at Pat Williams or Cattle Call for the project.

City Manager Rosanna Bayon Moore is also in the process of speaking to the Rodeo Committee about extending their contract for exclusive use of the Cattle Call Arena from 30 days to 90 days prior to the rodeo. Once the document is finished she would like to bring it to the commission for review and comments before it goes to the City Council.

Parks & Recreation Director Richard Rubio reported that the next Farmers Market would be on Saturday, February 8, 2014. He spoke with Eric Reyes, Institute of Socio Economic Justice President, regarding the mural project for the Hinojosa Park handball court. Mr. Reyes was scheduled to attend the meeting so he could discuss the project with the representatives of N.O.C.C.A. The M.A.G. Coalition would like to also do a mural project for the Teen Center. City Manager Rosanna Bayon Moore stated that both organizations will need to coordinate with Richard Rubio and N.O.C.C.A.

With no further business, the meeting was adjourned at 7:02 PM



**CITY OF BRAWLEY  
AIRPORT ADVISORY COMMISSION**

**MINUTES**

The Airport Commission of the City of Brawley, California met in Regular Session at 4:00 p.m. on January 15, 2014, at the City of Brawley, Public Works Department, Brawley, California. The City Clerk attests to the posting of the agenda pursuant to California Government Code Section 54956.

**CALL TO ORDER AND ROLL CALL:**

**PRESENT:**

Tom Rutherford, Co - Chairman  
Tom Hauvermale  
Peter Osterkamp

**ABSENT:**

Tim Kelley, Chairman  
Don Gibson

Also present were: Robert T. Mills – FBO/ Airport Manager , Yazmin Arellano – Public Works Director, Chuck Peraza – Fire Chief, Steven Sullivan – Associate Civil Engineer, Alan Chan – Engineering Technician and Veronica Leon – Administrative Secretary.

**APPROVAL OF MINUTES:**

PO/TH 3-0

**APPROVAL OF AGENDA:**

PO/TH 3-0

**PUBLIC PARTICIPATION:**

- None

**OLD BUSINESS:**

**I. FBO Report:**

- Update on the asphalt repair project; stating there was a delay on the operating permits from the Water Quality Board. Hazard is taking care of it and should get started in about two weeks.
- 2 empty hangars in phase 2 area, 7 empty hangars in phase 1 area that is already booked once it is paved.
- Security system is not working. Hazards hand washing system was stolen; Robert Mills will contact Jade Security.
- Ceramic Tile will replace the existing carpet.
- No Fuel Report.
- In between mechanics again. Ernie is not there enough, but is available to supervise; Robert Mills will have Dale contact AM Schools.

II. Staff Report:

- November 2013 Expenditure and Revenue Report Account balance provided.
- Hangar Rental Comparison with other Airports chart was provided.
- Hangars inspections - Fire Chief Chuck Peraza
  - Letters will be mailed out 1/16/14. Inspections will be conducted by the Fire Chief along with the newly appointed Fire Marshall Sevilla.
- City Staff submitted an application for funding to the FAA for the Runway, Taxiway and Apron Crackfill, Slurry Seal, and Stripe Project for just under \$1 million.

III. IVEDC Website Update – No Report - Tim Kelley - Absent

IV. Aerospace Cluster – No Report - Tim Kelley - Absent

**NEW BUSINESS**

- I. Public Meeting Schedule 2014/2015 Budget Process Schedule -provided.
- II. Invitation to attend Reception at the Brawley Emergency Operations Center (EOC)

**ADJOURNMENT**

The meeting was adjourned at: 4:45 PM.

**MINUTES OF THE BRAWLEY PUBLIC LIBRARY BOARD MEETING**  
January 8, 2014

Board President, Liz Lorenzen, called the meeting to order at 5:05 P.M. Acting Library Director, Susan Manger, filled in for Library Director Marjo Mello. Board Members present were Liz Lorenzen, Ronald Stillman, Diana Lohr, Dixie Smith, and Judy Grant. City Manager Rosanna Bayon Moore and Council Member Donald Wharton were present.

The agenda was approved as were the minutes of the previous meeting.

There were no public appearances.

**FINANCE**: Bills were presented for payment. Human Resources will be working to reconcile the budget. We are over due to the added salaries for temporary help.

**CALENDAR**: The December story times were a big success. February is Library Lovers month. We will be contacting Connie Barrington to see what she has planned. The Zip books are up and running and there are no changes in the usage plan.

**PERSONNEL**: The long-term absences and work plan is working well. Staff is doing a good job of helping each other while the sick people recover. The Library is using Man Power for the people who are out.

**LITERACY/LEARN**: Rocio Medina, the Branch Manager, is taking over the program.

**LAMBS**: A person has been recruited; waiting for everything to clear with HR.

**FRIENDS OF THE LIBRARY**: There will be a book sale at the February 8<sup>th</sup> Farmer's Market and maybe an author signing. The bookstore will be closed on January 9<sup>th</sup> and 16<sup>th</sup>. They will double up for tutoring.

**Other**: The Police Department will hold an Open House January 22<sup>nd</sup> from 5-7. We are invited to come and see the changes. Budget workshops for the City Departments will begin in February. Council Member Wharton and City Manager Rosanna Bayon Moore answered questions about our City.

Next meeting will be February 12<sup>th</sup>.

Respectfully submitted,

Judy Grant, Recording Secretary.



## **PLANNING COMMISSION**

### **REGULAR MEETING WEDNESDAY, JANUARY 1, 2014 AT 5:30 PM COUNCIL CHAMBERS OF THE CITY OF BRAWLEY 383 MAIN STREET, BRAWLEY, CA 92227**

Board Members: George A. Marquez, Chairperson      Secretary: Cresencia Mattilla  
Kevan Hutchinson (Vice Chairperson)      Planning Director: Gordon Gaste  
Eugene Bumbera  
Jay Goyal  
Eric M. Reyes  
Ramon M. Sagredo  
Daniel Smith

California Government Code, Section 65101, authorizes the creation of a Planning Commission by the City Council. The Planning Commission consists of seven (7) members, appointed by City Council for a term of four years. *Materials related to items on this agenda, including those received following posting/distribution are on file in the Office of the Secretary to the Planning Commission and are available for public inspection during normal business hours, Monday – Friday, 8:00 am – 5:00 pm closed for lunch from 12:00 – 1:00 pm at 400 Main Street, Suite 2, Brawley, CA 92227, telephone (760) 344-8822.*

CALL TO ORDER-Roll Call

**NOTICE: BEING THAT THERE IS NO BUSINESS SCHEDULED FOR THE PLANNING COMMISSION MEETING OF JANUARY 1, 2014, NOTICE IS HEREBY GIVEN THAT THE CITY OF BRAWLEY PLANNING COMMISSION NOT MEET AT THE ABOVE MEETING DATE.**

**THE NEXT SCHEDULED MEETING IS FEBRUARY 5, 2014.**



# RECORD OF BUILDING PERMITS February 2014

Prepared by: Francisco Soto, Building Official

Prepared As of: 03-13-14

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
02/03/14	25098	Right of Way	047-342-17	505 Main Street	Desert Vista Development	Owner	N/A
02/04/14	25099	Electrical	048-331-004	841 W. Legion Road	Victor Soto	Miloholland Electric	N/A
02/04/14	25100	Electrical	046-363-035	1018 Pine Street	Rafael Moreno	Miloholland Electric	N/A
02/04/14	25101	Electrical	047-480-053	1567 Manzanita Street	Oscar Rubio	Miloholland Electric	N/A
02/07/14	25102	Remodel House	048-123-009	576 Willard Avenue	Michelange Romero	M&M Construction	12,500.00
02/07/14	25103	Sign	046-260-035	435 West Main Street, #A	Snap Fitness	Carlos Neon Signs	2,900.00
02/11/14	25104	Remodel House	048-420-001	799 S. Brawley Avenue	Frye's Chapel	NS Construction, Inc.	20,000.00
02/11/14	25105	Remodel House	049-052-023	1165 1/2 "H" Street	Marciano Peinado	Owner	8,629.01
02/11/14	25106	Remodel House	047-201-010-000	635 North 8th Street	Elizabeth Fuchen	Owner	2,500.00
02/12/14	25107	Bathroom Addition	049-112-013	1073 "J" Street	Frank and Maria Aguilera	Frank Pimentel Aguilera	10,000.00
02/12/14	25108	New House	047-430-062	1607 "A" Street	Mark Gaddis Construction	Owner	133,425.00
02/12/14	25109	Inspection Fee	046-183-016	351 "C" Street	Susan Valenzuela	Trifecta Construction	N/A
02/12/14	25110	Mechanical	047-371-009-000	1240 "D" Street	Paul Alba	Locke Air Conditioning	N/A
02/12/14	25111	Mechanical	046-252-014	405 W. "A" Street	Lydia Miller	Locke Air Conditioning	N/A
02/03/14	25112	Reroof	049-213-020	675 S. Palm Avenue	I. V. Housing Authority	Aztec Construction Services, Inc.	14,000.00
02/13/14	25113	Repair Bathroom	048-143-027	429 S. 2nd Street	Andrew Krutzsch	Owner	1,000.00
02/14/14	25114	Mechanical	048-034-007-000	427 West "H" Street	Stanley Smith	Action Air Conditioning	N/A
02/18/14	25115	Electrical	037-160-045	30 Shank Road	John Benson	Stills Electric	N/A
02/18/14	25116	Electrical	048-211-001-000	609 Gilmour Street	Abel Cortez	Owner	N/A
02/18/14	25117	Electrical	048-044-007	244 Andrita Place	Harold & Sue Brandt	Home Pro, Inc.	N/A
02/18/14	25118	Inspection Fee	049-181-038-000	650 South Imperial Avenue	James A. Nail	Owner	N/A
02/19/14	25119	Remodel Pool	048-074-002-000	480 Sycamore Drive	George & Teri Panagiotopoulos	Endless Summer Pools	30,000.00
02/19/14	25120	Remodel Motel	048-020-022	590 West Main Street	BMP Motel Investment, Inc.	Carrera Construction	10,000.00
02/20/14	25121	New Pool & Spa	048-073-005	499 Sycamore Drive	Bryan Ashurt	Exquisite Pools Custom Creations	22,500.00
02/21/14	25122	Demo Pool	046-172-011-000	109 West "D" Street	David Malan	Owner	N/A
02/21/14	25123	Electrical	047-073-057	1375 Jones Street	Jose Castillo	Owner	N/A
02/21/14	25124	Inspection Fee	047-320-078	1639 "I" Street	Secretary of Housing	Agent	N/A
02/24/14	25125	New House	047-240-037	1507 "B" Street	Ricardo Ramirez	R. Garcia Construction, Inc.	131,333.00
02/24/14	25126	Right of Way	048-161-21	335 "J" Street	Ray & Myrtle Rubio	AJRA Construction	N/A
02/25/14	25127	Demo Metal Shop	047-050-024 & 25	4649 North Highway 111	Juan Izquierdo	Owner	N/A
02/25/14	25128	Electrical	049-181-038	650 South Imperial Avenue	James Nail	Owner	N/A
02/25/14	25129	Remodel House	048-073-005	499 S. Sycamore Drive	Bryan Ashurt	George Mitchell Construction	8,500.00
02/26/14	25130	Electrical	047-240-070	1518 "A" Street	Armando Bernardino	Miloholland Electric	N/A



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02/28/14	25131	Mechanical	048-020-013-000	630 West "K" Street	Kevin Smith	Action Air Conditioning	N/A
02/28/14	25132	Reroof	046-252-016-000	423 West "A" Street	Tony Edmondson	Action Air Conditioning	7,700.00
02/28/14	25133	Patio	046-349-014-000	824 Hickory Court	Daniel Garcia	Owner	7,200.00
02/28/14	25134	Reroof	047-154-019	684 North Adams Street	Georgina Garcia	Arrowhead Construction	6,000.00
02/28/14	25135	Inspection Fee	047-461-51	665 Cristina Najjar Street	Art Reyes	Owner	N/A