



Regular Meeting Agenda

April 19, 2016

Placentia City Council

Placentia City Council as Successor to the Placentia

Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Jeremy B. Yamaguchi
Mayor

Craig S. Green
Mayor Pro Tem

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Phone: (714) 993-8117

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Email:
administration@placentia.org

Website: www.placentia.org

Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "**Oral Communications**" portion of the agenda should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
APRIL 19, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Nelson
Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Green
Mayor/Board Chair Yamaguchi

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54957:
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 117 North Main Street, APN: 339-033-05
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Placentia Chamber of Commerce
Under Negotiations: Price and Terms of Payment
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 120 S. Bradford Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Art M. Gastelum
Under Negotiations: Price and Terms of Payment
5. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: (1 Case)
6. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Name of Case: Pike v. City of Placentia; Case CV-08-08586 DSF

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
APRIL 19, 2016
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Nelson
Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Green
Mayor/Board Chair Yamaguchi

INVOCATION: Police Chaplain Ken Milhandler

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. **Proclamation Declaring the Month of April 2016 as DMV/Donate Life California Month**
Recipient: Donate Life Ambassador Joann Sowards
Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

CITY ADMINISTRATOR:

Statement regarding recent misappropriation of public funds by former employee. City Administrator Damien R. Arrula will make a brief statement, followed by public comment, then discussion.

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.h.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

- 1.b. **City Fiscal Year 2015-16 Check Register for April 19, 2016**
Fiscal Impact: \$423,052.07
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
- 1.c. **Professional Services Agreement with Harris and Associates, Inc., for Citywide Concrete and Sidewalk Repair Assessment**
Fiscal Impact: Expense: \$29,840 contract not-to-exceed amount
Recommended Action: It is recommended that the City Council:
 1) Approve a Professional Services Agreement with Harris and Associates, Inc. for professional engineering consulting services to prepare a Citywide concrete repair inventory for an amount not-to-exceed \$29,840; and
 2) Authorize the City Administrator to execute the Professional Services Agreement, in a form approved by the City Attorney.
- 1.d. **Award of Contract for Pool Equipment Repair and Replacement at Whitten Community Center and Gomez Community Center Pools**
Fiscal Impact: Expense: \$69,310
 Revenue: \$69,310 St. Jude Grant Funds
Recommended Action: It is recommended that the City Council:
 1) Approve a Public Works Agreement with Commercial Aquatic Services, Inc. for repairs to the swimming pools at Whitten Community Center and Gomez Community Center in the amount of \$69,310; and
 2) Authorize the City Administrator, or his designee, to execute all necessary documents, in a form approved by the City Attorney.
- 1.e. **Concrete Work Associated with Outdoor Fitness Equipment at Parque de Los Niños/Gomez Community Center**
Fiscal Impact: Expense: \$21,300 Park Development Funds
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a budget amendment in Fiscal Year 2015-16 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures.
- 1.f. **Application for Funds for the Environmental Cleanup, Tier 1 Grant Program Under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 3**
Fiscal Impact: Expense: Matching Requirement Total is \$66,700
 \$50,974 from Storm Drain Construction Fund
 \$10,354 from General Fund
 \$5,372 from CalRecycle Used Oil Payment Program Funds
 Revenue: \$200,000 from OCTA M2
 Environmental Cleanup Grant
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 3; and
 2) Authorize the City Administrator, or his designee, to execute all documents necessary for securing the grant funding.

- 1.g. **Second Reading - Addition of Chapter 3.095 ("Local Business Preference Program") of Title 3 of the Placentia Municipal Code, pertaining to purchases of equipment, goods, supplies and services**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Waive full reading, by title only, and adopt Ordinance No. O-2016-XX, an Ordinance of the City Council of the City of Placentia, adding Chapter 3.095 ("Local Business Preference Program") of Title 3 of the Placentia Municipal Code, pertaining to purchases of equipment, goods, supplies and services.
- 1.h. **OCTA Senior Mobility Program Agency Service Plan for Fiscal Year 2016-17**
Fiscal Impact: Expense: \$68,169
 Revenue: \$54,535 Measure M Senior Mobility Program
 \$13,634 Matching AQMD Funds
Recommended Action: It is recommended that the City Council:
 1) Approve the Orange County Transportation Authority Senior Mobility Program (SMP) Agency Service Plan for Fiscal Year 2016-17; and
 2) Authorize the City Administrator to execute the necessary documents, subject to City Attorney approval; and
 3) Approve the 20% match from the Air Quality Management District (AQMD) funding source for a total of \$13,634 for Fiscal Year 2016-17.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

- 3.a. **Amendment of Contract between the City of Placentia and Orange County Fire Authority for improved efficiency savings and cost savings**
Fiscal Impact: Savings in Fiscal Year 2016-17 \$116,000
 Savings in Fiscal Year 2017-18 \$116,000
Recommended Action: It is recommended that the City Council:
 1) Approve the change in the Orange County Fire Authority service delivery model; and
 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to May 3, 2016 at 5:30 p.m.

Milton Green, Uncle of Mayor Pro Tem Craig S. Green and World War II Veteran
And
Gregory Gillaspay, Leader of Vietnam Veterans of America Chapter 1024

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Award of contract for Contract Administration and Construction Inspection Services
- Award of contract for Sewer System Master Plan Update
- Receive and file the 2016 Pavement Management Report
- Purchase of City Corporation Yard Clarifier Roof Covering
- Award of contract for Pedestrian Access Project Phase IV
- Notice of Completion of Measure M Tier I, Phase II Environmental Clean Up Catch Basin Screen Installation Project
- Adopt Notice of Exemption for the Placentia Metrolink Station Lead Track

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the April 19, 2016 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on April 15, 2016.

Rosanna Ramirez, Chief Deputy City Clerk

City of Placentia
Check Register
For 4/19/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 423,052.07

<u>Check Totals by ID</u>	
AP	398,482.64
EP	24,569.43
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>Check Totals by Fund</u>
101-General Fund (0010)	167,627.23
211-PEG Fund (0058)	4,730.00
265-Landscape Maintenance (0029)	10,533.11
275-Sewer Maintenance (0048)	588.89
401-City Capital Projects (0033)	77,985.29
501-Refuse Administration (0037)	411.19
601-Employee Health & Wlfre (0039)	153,082.86
605-Risk Management (0040)	512.50
701-Special Deposits (0044)	7,581.00

Void Total: 0.00
Check Total: 423,052.07

Check Total: 423,052.07

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Check

Reviewed & approved
Linda G Magnusen 4/13/16

1.b.
April 19, 2016

City of Placentia
Check Register
For 04/13/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ARCZYNSKI, ANDREW V V005588	FEB LEGAL SERVICES	101005-6005 Legal Services	TK033116	440.00	032316		00090529	03/31/2016
					Check Total:	440.00			
MW OH	ARMSTRONG, LEO V009995	BUSINESS LICENSE OVERPAYMENT	100000-4101 Gross Receipts	TK033116	24.00	032816		00090530	03/31/2016
					Check Total:	24.00			
MW OH	AT & T V006635	MARCH PUMP STATION PHONE	109595-6215 Telephone	TK033116	38.06	031816		00090531	03/31/2016
					Check Total:	38.06			
MW OH	AT & T V008736	3/20-4/19 INTERNET CHARGES	109595-6215 Telephone	TK033116	55.00	MARCH 16		00090532	03/31/2016
					Check Total:	55.00			
MW OH	CALIFORNIA PUBLIC V006234	APR MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	TK033116	137,175.24	10000001472527		00090533	03/31/2016
MW OH	CALIFORNIA PUBLIC V006234	APR MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	TK033116	13,719.52	10000001472527		00090533	03/31/2016
					Check Total:	150,894.76			
MW OH	CDCE INC V009479	MDC ANTENNAS INSTALLATION	101523-6301 Special Department Supplies	TK033116	285.00	130641	P10806	00090534	03/31/2016
					Check Total:	285.00			
MW OH	CITY OF BREA V000125	BUSINESS CARDS	101511-6315 Office Supplies	TK033116	29.98	ASCS000073		00090535	03/31/2016
MW OH	CITY OF BREA V000125	BUSINESS CARDS	103650-6315 Office Supplies	TK033116	8.40	ASCS000073		00090535	03/31/2016
					Check Total:	38.38			
MW OH	CLEMENT, KYLE V009896	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	108.35	031216		00090536	03/31/2016
					Check Total:	108.35			
MW OH	COUNTY OF ORANGE	OCFCD CLEAN UP REIMBUSEMENT	103550-6015	TK033116	335.67	PW160436		00090537	03/31/2016

City of Placentia
Check Register
For 04/13/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008881		Engineering Services						
				Check Total:	335.67				
MW OH	DAVIS, COREY V009996	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	98.26	032016		00090538	03/31/2016
				Check Total:	98.26				
MW OH	DEROSE PROMOS V009687	RETIREMENT PLAQUE - CHIEF	101512-6301 Special Department Supplies	TK033116	93.96	71914		00090539	03/31/2016
				Check Total:	93.96				
MW OH	DFS FLOORING INC V000099	MARCH CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	TK033116	635.00	305857-4		00090540	03/31/2016
				Check Total:	635.00				
MW OH	EILEY, TIFFANY V009544	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	98.26	032116		00090541	03/31/2016
				Check Total:	98.26				
MW OH	EVAN BROOKS ASSOCIATES V009881	SSARP GRANT PREP SERVICES	103550-6015 Engineering Services	TK033116	2,500.00	16003-9		00090542	03/31/2016
				Check Total:	2,500.00				
MW OH	EVERBANK COMMERCIAL V009592	MARCH PRINTER MANAGEMENT SVS	109595-6230 Printing & Binding	TK033116	1,944.54	3660968	P10673	00090543	03/31/2016
				Check Total:	1,944.54				
MW OH	EXPRESS SERVICES INC V009055	2/28-3/6 TEMP ADMIN CLERK SVS	101513-6099 Professional Services	TK033116	1,092.00	17035566-3		00090544	03/31/2016
MW OH	EXPRESS SERVICES INC V009055	3/1-10 TEMP ADMIN CLERK SVS	101513-6099 Professional Services	TK033116	1,120.00	17064491-8		00090544	03/31/2016
MW OH	EXPRESS SERVICES INC V009055	3/14-17 ADMIN CLERK SVS	101513-6099 Professional Services	TK033116	1,120.00	17092022-7		00090544	03/31/2016
				Check Total:	3,332.00				
MW OH	FEDEX V000394	SHIPPING CHARGES	103551-6325 Postage	TK033116	0.10	5-317-85680A		00090545	03/31/2016

**City of Placentia
Check Register
For 04/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FEDEX V000394	SHIPPING CHARGES	103551-6325 Postage	TK033116	26.63	5-340-38756		00090545	03/31/2016
MW OH	FEDEX V000394	SHIPPING CHARGES	103551-6325 Postage	TK033116	67.32	5-363-10684		00090545	03/31/2016
Check Total:					94.05				
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	TK033116	7,445.14	032516		00090546	03/31/2016
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	TK033116	9,677.99	032516		00090546	03/31/2016
Check Total:					17,123.13				
MW OH	GONZALEZ-GARCIA, ALMA V009084	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	TK033116	150.00	2001044.002		00090547	03/31/2016
Check Total:					150.00				
MW OH	GREENFIELDS OUTDOOR V009827	OUTDOOR FITNESS EQUIPMENT	333555-6185 / 79543-6185 Construction Services	TK033116	37,531.37	3969	P10812	00090548	03/31/2016
Check Total:					37,531.37				
MW OH	HOTSY OF SOUTHERN V004351	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK033116	2,163.21	10000442		00090549	03/31/2016
Check Total:					2,163.21				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK033116	577.16	2548184-00		00090550	03/31/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK033116	127.87	2548626-00		00090550	03/31/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK033116	63.00	2550241-00		00090550	03/31/2016
Check Total:					768.03				
MW OH	IRVINE, JEFFREY V009851	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	52.91	031116		00090551	03/31/2016
MW OH	IRVINE, JEFFREY	PD TRAINING - MEALS, MILEAGE	103041-6250	TK033116	108.35	031716		00090551	03/31/2016

City of Placentia
Check Register
For 04/13/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009851		Staff Training						
				Check Total:	161.26				
MW OH	KBI & ASSOCIATES V002106	YOUTH SPORTS T-SHIRTS	104071-6301 / 79376-6301 Special Department Supplies	TK033116	314.67	16688		00090552	03/31/2016
				Check Total:	314.67				
MW OH	KELLY, TOM V003566	BASKETBALL OFFICIATING SVS	104071-6275 / 79364-6275 Officiating	TK033116	25.00	032816		00090553	03/31/2016
				Check Total:	25.00				
MW OH	LILLEY PLANNING GROUP V008540	1/25-27 BLDG INSPECTOR SVS	0044-2048 / 61135-2048 Engineering Plan Check Deposit	TK033116	80.00	INV-1065		00090554	03/31/2016
MW OH	LILLEY PLANNING GROUP V008540	JAN BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK033116	1,160.00	INV-1064	P10782	00090554	03/31/2016
MW OH	LILLEY PLANNING GROUP V008540	1/19-20 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK033116	400.00	INV-1066	P10782	00090554	03/31/2016
MW OH	LILLEY PLANNING GROUP V008540	2/29-3/9 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK033116	3,128.00	INV-1149	P10782	00090554	03/31/2016
MW OH	LILLEY PLANNING GROUP V008540	2/29-3/10 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK033116	1,600.00	INV-1150	P10782	00090554	03/31/2016
MW OH	LILLEY PLANNING GROUP V008540	3/4-23 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	TK033116	2,924.00	INV-1157	P10782	00090554	03/31/2016
MW OH	LILLEY PLANNING GROUP V008540	CONSULTING SVS - TOD PROJECT	332531-6017 / 61086-6017 Special Studies	TK033116	4,660.00	INV-1148	P10791	00090554	03/31/2016
				Check Total:	13,952.00				
MW OH	LLORENS, TAMMY V009714	PD TRAINING - MEALS, MILEAGE	103043-6250 Staff Training	TK033116	14.25	034316		00090555	03/31/2016
				Check Total:	14.25				
MW OH	MADRIGAL, RAUL V002903	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	TK033116	1,491.84	03102016		00090556	03/31/2016
				Check Total:	1,491.84				

**City of Placentia
Check Register
For 04/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK033116	508.30 77658	P10656	00090557	03/31/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK033116	289.50 77659	P10656	00090557	03/31/2016
					Check Total:	797.80		
MW OH	MARTINEZ, JUANITA V002976	PD TRAINING - MILEAGE	103043-6250 Staff Training	TK033116	102.14 031916		00090558	03/31/2016
					Check Total:	102.14		
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6130 Repair & Maint/Facilities	TK033116	50.00 233854/5		00090559	03/31/2016
					Check Total:	50.00		
MW OH	MC KENZIE, TOM V005830	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	146.98 032016		00090560	03/31/2016
					Check Total:	146.98		
MW OH	MENELY, RICKI V003570	PD TRAINING - MEALS, MILEAGE	103042-6250 Staff Training	TK033116	23.79 032216		00090561	03/31/2016
					Check Total:	23.79		
MW OH	MUNITEMPS V009595	12/28-1/7 CODE ENFORCEMENT SVS	103046-6099 Professional Services	TK033116	1,534.50 126221	P10788	00090562	03/31/2016
MW OH	MUNITEMPS V009595	3/7-17 CODE ENFORCEMENT SVS	103046-6099 Professional Services	TK033116	2,376.00 126377	P10788	00090562	03/31/2016
					Check Total:	3,910.50		
MW OH	NOVA SECURITY SYSTEMS V009819	30% DEPOSIT ACCESS CNTL SYSTEM	B33523-6899 / 30031-6899 Other Capital Outlay	TK033116	2,749.92 032916	P10813	00090563	03/31/2016
					Check Total:	2,749.92		
MW OH	ORANGE COUNTY SHERIFF V007556	SUPERVISOR COURSE REG	103041-6250 Staff Training	TK033116	134.00 032116		00090564	03/31/2016
					Check Total:	134.00		
MW OH	PALACIO, ROBERT	ROOFING BOND REFUND	0044-2033	TK033116	100.00 30-16-005		00090565	03/31/2016

City of Placentia
Check Register
For 04/13/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009998		Construction & Demo Deposit						
					Check Total:	100.00			
MW OH	PALM SPRINGS POLICE DEP V009999	EMOTIONAL SURVIVAL REG	103041-6250 Staff Training	TK033116	35.00	031316		00090566	03/31/2016
MW OH	PALM SPRINGS POLICE DEP V009999	EMOTIONAL SURVIVAL REG	103041-6250 Staff Training	TK033116	35.00	031416		00090566	03/31/2016
MW OH	PALM SPRINGS POLICE DEP V009999	EMOTIONAL SURVIVAL REG	103041-6250 Staff Training	TK033116	35.00	031516		00090566	03/31/2016
					Check Total:	105.00			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK033116	887.89	1020160753		00090567	03/31/2016
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK033116	164.43	1020160853		00090567	03/31/2016
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK033116	163.35	1020160966		00090567	03/31/2016
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK033116	161.19	1020160967		00090567	03/31/2016
					Check Total:	1,376.86			
MW OH	PERMIT MANAGEMENT V009865	3/21-24 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK033116	1,361.25	PL16-010	P10728	00090568	03/31/2016
					Check Total:	1,361.25			
MW OH	QUADGRAPHICS INC V009661	FARMERS MARKET BANNER	104075-6230 Printing & Binding	TK033116	728.00	45P23647		00090569	03/31/2016
					Check Total:	728.00			
MW OH	RAGGED ROBIN RANCH INC V009274	3/16-13 BILLBOARD PLANNING SVS	102531-6099 / 45057-6099 Professional Services	TK033116	160.00	CR32416A		00090570	03/31/2016
MW OH	RAGGED ROBIN RANCH INC V009274	3/14-24 PLANNING SERVICES	102531-6290 Dept. Contract Services	TK033116	6,420.00	CR32416	P10670	00090570	03/31/2016
MW OH	RAGGED ROBIN RANCH INC V009274	3/14-24 PLANNING TECH SVS	102531-6290	TK033116	3,170.00	CR32416	P10670	00090570	03/31/2016

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	V009274		Dept. Contract Services						
				Check Total:	9,750.00				
MW OH	RANDOLPH, NATE V008394	3/22 BASKETBALL OFFICIATING	104071-6275 / 79364-6275 Officiating	TK033116	25.00	032216		00090571	03/31/2016
				Check Total:	25.00				
MW OH	ROYAL ROOFING V009420	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK033116	100.00	30-15-193		00090572	03/31/2016
				Check Total:	100.00				
MW OH	SANTOS, OLIVIA V009975	PD TRAINING - MEALS, MILEAGE	103043-6250 Staff Training	TK033116	14.25	031316		00090573	03/31/2016
				Check Total:	14.25				
MW OH	SELMAN CHEVROLET V009997	PD HYBRID TRUCK MAINT	103658-6134 Vehicle Repair & Maintenance	TK033116	3,156.35	CTCS700113		00090574	03/31/2016
				Check Total:	3,156.35				
MW OH	SHRED-IT USA LLC V000905	3/4 DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK033116	99.23	03738		00090575	03/31/2016
				Check Total:	99.23				
MW OH	SOSA, IVY V009667	PD TRAINING - MEALS, MILEAGE	103043-6250 Staff Training	TK033116	14.25	034416		00090576	03/31/2016
				Check Total:	14.25				
MW OH	TIME WARNER CABLE V004450	APRIL CABLE CHARGES	109595-6215 Telephone	TK033116	83.73	21042 APR 16		00090577	03/31/2016
MW OH	TIME WARNER CABLE V004450	APRIL CABLE CHARGES	109595-6215 Telephone	TK033116	1,388.61	35200 APR 16		00090577	03/31/2016
MW OH	TIME WARNER CABLE V004450	APRIL CABLE CHARGES	109595-6215 Telephone	TK033116	1,230.95	47700 APR 16		00090577	03/31/2016
				Check Total:	2,703.29				
MW OH	TOM DODSON & ASSOCIATES V009472	SEPT CEQA SERVICES	332531-6017 / 61086-6017 Special Studies	TK033116	562.50	PLA-088-10		00090578	03/31/2016

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MW OH	TOM DODSON & ASSOCIATES V009472	CEQA SERVICES	332531-6017 / 61086-6017 Special Studies	TK033116	750.00	PLA-088-11		00090578	03/31/2016
MW OH	TOM DODSON & ASSOCIATES V009472	CEQA SERVICES	332531-6017 / 61086-6017 Special Studies	TK033116	1,612.50	PLA-089-8		00090578	03/31/2016
					Check Total:	2,925.00			
MW OH	TYLER LIGHTING SERVICES V008707	BALLAST FOR PARKS	103655-6301 Special Department Supplies	TK033116	37.80	09532		00090579	03/31/2016
					Check Total:	37.80			
MW OH	UNITED CARPORTS LLC V009938	SIDES FOR MCV CARPORT	103554-6730 Improvements Othr Thn Bldgs	TK033116	1,620.00	10338		00090580	03/31/2016
					Check Total:	1,620.00			
MW OH	UNITED RENTALS NORTH V001082	PRESSURE WASHER RENTAL	103652-6290 Dept. Contract Services	TK033116	313.99	135892853-001		00090581	03/31/2016
					Check Total:	313.99			
MW OH	VENTURA, ASHLEY V009717	PD TRAINING - MEALS, MILEAGE	103043-6250 Staff Training	TK033116	14.25	032416		00090582	03/31/2016
					Check Total:	14.25			
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103654-6137 Repair Maint/Equipment	TK033116	657.93	75874541		00090583	03/31/2016
					Check Total:	657.93			
MW OH	WEX BANK V007269	MARCH PD FUEL	103658-6345 Gasoline & Diesel Fuel	TK033116	610.30	44513976		00090584	03/31/2016
					Check Total:	610.30			
MW OH	WINGER, CHRIS V009604	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	52.91	030116		00090585	03/31/2016
MW OH	WINGER, CHRIS V009604	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	108.35	031816		00090585	03/31/2016
MW OH	WINGER, CHRIS V009604	PD TRAINING - MEALS, MILEAGE	103041-6250 Staff Training	TK033116	43.79	032216		00090585	03/31/2016

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					Check Total:	205.05			
MW OH	RELiance STANDARD LIFE V008214	JAN-MARCH STD INSURANCE	109595-5169 STD Ins Premium	TK040116	7,037.07	03312016		00090586	03/31/2016
					Check Total:	7,037.07			
MW OH	CALIFORNIA STATE V004813	P/E 3/26/16 PD DATE 4/1/16	0010-2196 Garnishments W/H	PY16007	150.00	2700/1601007		00090587	03/31/2016
MW OH	CALIFORNIA STATE V004813	P/E 3/26/16 PD DATE 4/1/16	0048-2196 Garnishments W/H	PY16007	57.69	2700/1601007		00090587	03/31/2016
MW OH	CALIFORNIA STATE V004813	P/E 3/26/16 PD DATE 4/1/16	0010-2196 Garnishments W/H	PY16007	761.53	2700/1601007		00090587	03/31/2016
MW OH	CALIFORNIA STATE V004813	P/E 3/26/16 PD DATE 4/1/16	0048-2196 Garnishments W/H	PY16007	115.38	2700/1601007		00090587	03/31/2016
MW OH	CALIFORNIA STATE V004813	P/E 3/26/16 PD DATE 4/1/16	0029-2196 Garnishments W/H	PY16007	23.07	2700/1601007		00090587	03/31/2016
MW OH	CALIFORNIA STATE V004813	P/E 3/26/16 PD DATE 4/1/16	0037-2196 Garnishments W/H	PY16007	46.15	2700/1601007		00090587	03/31/2016
					Check Total:	1,153.82			
MW OH	CALPERS LONG-TERM CARE V000845	P/E 3/26/16 PD DATE 4/1/16	0010-2160 PERS Long Term Care	PY16007	22.10	2630/1601007		00090588	03/31/2016
					Check Total:	22.10			
MW OH	GREAT WEST V006983	P/E 3/26/16 PD DATE 4/1/16	0010-2172 Deferred Comp Pay. - Gr West	PY16007	890.05	2607/1601007		00090589	03/31/2016
MW OH	GREAT WEST V006983	P/E 3/26/16 PD DATE 4/1/16	0048-2172 Deferred Comp Pay. - Gr West	PY16007	33.81	2607/1601007		00090589	03/31/2016
MW OH	GREAT WEST V006983	P/E 3/26/16 PD DATE 4/1/16	0029-2172 Deferred Comp Pay. - Gr West	PY16007	10.68	2607/1601007		00090589	03/31/2016
					Check Total:	934.54			
MW OH	ORANGE COUNTY V000699	P/E 3/26/16 PD DATE 4/1/16	0029-2176 PCEA/OCEA Assoc Dues	PY16007	7.69	2610/1601007		00090590	03/31/2016

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MW OH	ORANGE COUNTY V000699	P/E 3/26/16 PD DATE 4/1/16	0010-2176 PCEA/OCEA Assoc Dues	PY16007	296.30	2610/1601007		00090590	03/31/2016
MW OH	ORANGE COUNTY V000699	P/E 3/26/16 PD DATE 4/1/16	0048-2176 PCEA/OCEA Assoc Dues	PY16007	22.13	2610/1601007		00090590	03/31/2016
MW OH	ORANGE COUNTY V000699	P/E 3/26/16 PD DATE 4/1/16	0037-2176 PCEA/OCEA Assoc Dues	PY16007	0.96	2610/1601007		00090590	03/31/2016
Check Total:					327.08				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 3/26/16 PD DATE 4/1/16	0010-2196 Garnishments W/H	PY16007	417.87	2714/1601007		00090591	03/31/2016
Check Total:					417.87				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 3/26/16 PD DATE 4/1/16	0010-2176 PCEA/OCEA Assoc Dues	PY16007	30.80	2615/1601007		00090592	03/31/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 3/26/16 PD DATE 4/1/16	0029-2176 PCEA/OCEA Assoc Dues	PY16007	0.80	2615/1601007		00090592	03/31/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 3/26/16 PD DATE 4/1/16	0037-2176 PCEA/OCEA Assoc Dues	PY16007	0.10	2615/1601007		00090592	03/31/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 3/26/16 PD DATE 4/1/16	0048-2176 PCEA/OCEA Assoc Dues	PY16007	2.30	2615/1601007		00090592	03/31/2016
Check Total:					34.00				
MW OH	PLACENTIA POLICE V000839	P/E 3/26/16 PD DATE 4/1/16	0010-2180 Police Mgmt Assn Dues	PY16007	988.79	2625/1601007		00090593	03/31/2016
Check Total:					988.79				
MW OH	PLACENTIA POLICE V003519	P/E 3/26/16 PD DATE 4/1/16	0010-2178 Placentia Police Assoc Dues	PY16007	3,061.36	2620/1601007		00090594	03/31/2016
Check Total:					3,061.36				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 3/26/16 PD DATE 4/1/16	0029-2170 Deferred Comp Payable - ICMA	PY16007	12.39	2606/1601007		00090595	03/31/2016
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 3/26/16 PD DATE 4/1/16	0048-2170 Deferred Comp Payable - ICMA	PY16007	21.56	2606/1601007		00090595	03/31/2016

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MW OH	VANTAGEPOINT TRANSFER P/E 3/26/16 PD DATE 4/1/16 V007191		0010-2170 Deferred Comp Payable - ICMA	PY16007	1,180.20	2606/1601007		00090595	03/31/2016
MW OH	VANTAGEPOINT TRANSFER P/E 3/26/16 PD DATE 4/1/16 V007191		0037-2170 Deferred Comp Payable - ICMA	PY16007	17.06	2606/1601007		00090595	03/31/2016
Check Total:					1,231.21				
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	103648	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	103678	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	103693	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	103755	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	103789	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	103791	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	103795	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	103820	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	103829	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	103836	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	103844	P10695	00090596	04/07/2016
MW OH	A-1 AUTO BODY AND V005848	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	103920	P10695	00090596	04/07/2016
Check Total:					1,534.50				

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MW OH	ALL CITY MANAGEMENT V000005	C2/28-3/12 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	TK040616	2,938.25	42799	P10692	00090597	04/07/2016
Check Total:					2,938.25				
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	171090	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	171267	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	172286	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	172467	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	172483	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	172495	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	176531	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	176549	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	176570	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	176571	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	176590	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75	176720	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00	176723	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON	DEC TOWING SERVICES	103047-6181	TK040616	165.00	176995	P10696	00090598	04/07/2016

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	V006631		Towing Services					
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	90.75 177398	P10696	00090598	04/07/2016
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK040616	165.00 178601	P10696	00090598	04/07/2016
Check Total:					2,268.75			
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR #15-3835	103040-6099 Professional Services	TK040616	750.00 001344036		00090599	04/07/2016
Check Total:					750.00			
MW OH	ANTHEM LIFE INSURANCE V000046	APRIL LIFE INSURANCE PREMIUM	0010-2186 Optional Life Insurance	TK040616	5.00 040116		00090600	04/07/2016
Check Total:					5.00			
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK040616	389.47 531425552		00090601	04/07/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	TK040616	252.91 531425553		00090601	04/07/2016
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK040616	297.11 531442719		00090601	04/07/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	TK040616	153.71 531442720		00090601	04/07/2016
Check Total:					1,093.20			
MW OH	AT & T V008736	3/27-4/16 POWELL BLDG DSL SVS	109595-6215 Telephone	TK040616	67.00 APRIL 2016		00090602	04/07/2016
Check Total:					67.00			
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	109595-6215 Telephone	TK040616	1,185.64 032816		00090603	04/07/2016
MW OH	AT&T V004144	FAB-MARCH PHONE CHARGES	296561-6215 Telephone	TK040616	556.29 032816		00090603	04/07/2016
MW OH	AT&T	FEB-MARCH PHONE CHARGES	109595-6215 / 61139-6215	TK040616	20.12 032816		00090603	04/07/2016

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	V004144		Telephone						
				Check Total:	1,762.05				
MW OH	CALIFORNIA DENTAL V008102	APRIL DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	TK040616	534.40	002171-APR 16		00090604	04/07/2016
MW OH	CALIFORNIA DENTAL V008102	APRIL DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	TK040616	203.30	002171-APR 16		00090604	04/07/2016
				Check Total:	737.70				
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER LEASE PMT	109595-6175 Office Equipment Rental	TK040616	30.17	15938975		00090605	04/07/2016
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER LEASE PMT	109595-6175 Office Equipment Rental	TK040616	482.53	15938976		00090605	04/07/2016
				Check Total:	512.70				
MW OH	CARDENAS, JOEL V002648	APRIL MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK040616	20.00	APRIL 16		00090606	04/07/2016
MW OH	CARDENAS, JOEL V002648	APRIL MONTHLY EXPENSES	296561-5001 Salaries/Full-Time Regular	TK040616	5.00	APRIL 16		00090606	04/07/2016
MW OH	CARDENAS, JOEL V002648	APRIL MONTHLY EXPENSES	484376-5001 Salaries/Full-Time Regular	TK040616	25.00	APRIL 16		00090606	04/07/2016
				Check Total:	50.00				
MW OH	CBRE INC V009445	APR REAL ESTATE CONSULTING SVS	02534-6099 Professional Services	TK040616	6,500.00	2015-794887-013P10675		00090607	04/07/2016
				Check Total:	6,500.00				
MW OH	CLEAR CHOICE LIEN SALES V005847	MARCH LIEN SERVICES	103047-6182 Lien Services	TK040616	87.50	278D	P10694	00090608	04/07/2016
MW OH	CLEAR CHOICE LIEN SALES V005847	MARCH LIEN SERVICES	103047-6182 Lien Services	TK040616	25.00	3546	P10694	00090608	04/07/2016
				Check Total:	112.50				
MW OH	COUNTY OF ORANGE V007152	800 MHZ CCCS NEXT GENERATION	333523-6899 / 6200540011-6899 Other Capital Outlay	TK040616	30,119.00	SC09403		00090609	04/07/2016

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				Check Total:	30,119.00				
MW OH	DE LA PAZ, SHARLYN V009396	APRIL MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090610	04/07/2016
				Check Total:	50.00				
MW OH	DE LA TORRE, EDUARDO V003527	APRIL MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK040616	5.00	APRIL 16		00090611	04/07/2016
MW OH	DE LA TORRE, EDUARDO V003527	APRIL MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK040616	25.00	APRIL 16		00090611	04/07/2016
MW OH	DE LA TORRE, EDUARDO V003527	APRIL MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK040616	20.00	APRIL 16		00090611	04/07/2016
				Check Total:	50.00				
MW OH	DIVISION OF THE STATE V008904	SB1186 2016 1ST QTR TAXES	100000-4101 Gross Receipts	TK040616	-1,038.80	33116		00090612	04/07/2016
MW OH	DIVISION OF THE STATE V008904	SB1186 2016 1ST QTR TAXES	0044-2032 SB 1186 BL State Fee	TK040616	1,484.00	33116		00090612	04/07/2016
				Check Total:	445.20				
MW OH	EMPIRE MEDIA V005067	MARCH MEDIA PRODUCTION SVS	581573-6099 Professional Services	TK040616	4,730.00	PLA-16-003	P10802	00090613	04/07/2016
				Check Total:	4,730.00				
MW OH	EMPLOYMENT V000203	4TH QUARTER TAXES	0010-2135 Calif Income Tax W/H	TK040616	1,547.09	L1000586176		00090614	04/07/2016
				Check Total:	1,547.09				
MW OH	ESTEVEZ, LUIS V009891	APRIL MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090615	04/07/2016
				Check Total:	50.00				
MW OH	EXPRESS SERVICES INC V009055	3/21-24 ADMIN CLERK SVS	101513-6099 Professional Services	TK040616	840.00	17116094-8		00090616	04/07/2016
				Check Total:	840.00				
MW OH	GAS CO, THE	MARCH GAS CHARGES	109595-6340	TK040616	715.56	033116		00090617	04/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000909		Natural Gas						
				Check Total:	715.56				
MW OH	HALO CONFIDENTIAL V008544	MARCH PD BACKGROUND	103040-6290 Dept. Contract Services	TK040616	1,192.88	0056	P10661	00090618	04/07/2016
MW OH	HALO CONFIDENTIAL V008544	MARCH PD BACKGROUND	103040-6290 Dept. Contract Services	TK040616	907.12	0056	P10661	00090618	04/07/2016
				Check Total:	2,100.00				
MW OH	HENDRICKSON, ERIC V007376	APRIL MONTHLY CHARGES	102020-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090619	04/07/2016
				Check Total:	50.00				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK040616	100.00	30-16-014		00090620	04/07/2016
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK040616	100.00	30-16-018		00090620	04/07/2016
				Check Total:	200.00				
MW OH	KENNICUTT, JULIE V009725	APRIL MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090621	04/07/2016
				Check Total:	50.00				
MW OH	KEY GOVERNMENT FINANC V007864	MAY PHONE SYSTEM LEASE	105525-6935 Lease Expenditure	TK040616	3,000.92	153495001605	P10634	00090622	04/07/2016
				Check Total:	3,000.92				
MW OH	KNOWLES-MCNIFF INC V000558	MARCH SOFTWARE MAINT	101523-6136 Software Maintenance	TK040616	2,551.50	INV90815	P10676	00090623	04/07/2016
				Check Total:	2,551.50				
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK040616	210.75	77688	P10656	00090624	04/07/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK040616	1,165.47	77689	P10656	00090624	04/07/2016
MW OH	MANAGED MOBILE INC	VEHICLE MAINTENANCE	103658-6290	TK040616	812.51	77690	P10656	00090624	04/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009496		Dept. Contract Services						
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK040616	1,645.03	77774	P10656	00090624	04/07/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK040616	1,069.02	77815	P10656	00090624	04/07/2016
					Check Total:	4,902.78			
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	TK040616	39.09	234986/5		00090625	04/07/2016
					Check Total:	39.09			
MW OH	MONJARAS & WISMEYER V009860	ERGONOMIC EVALUATION	404580-5165 Workers' Compensation Claims	TK040616	512.50	13610		00090626	04/07/2016
					Check Total:	512.50			
MW OH	NGUYEN, MICHAEL V005291	APRIL MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090627	04/07/2016
					Check Total:	50.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK040616	120.57	56203		00090628	04/07/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104072-6315 Office Supplies	TK040616	162.37	56230		00090628	04/07/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104072-6315 Office Supplies	TK040616	165.28	B56230-1		00090628	04/07/2016
					Check Total:	448.22			
MW OH	ORANGE COUNTY FIRE V000704	MARCH PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	TK040616	417.00	S0310209		00090629	04/07/2016
					Check Total:	417.00			
MW OH	ORTEGA, JEANETTE V007724	APRIL MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090630	04/07/2016
					Check Total:	50.00			
MW OH	ORTIZ, VERONICA	APRIL MONTHLY EXPENSES	104071-5001	TK040616	50.00	APRIL 16		00090631	04/07/2016

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Report: AP1400 <2.00>: AP: Check List - New

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004409		Salaries/Full-Time Regular						
				Check Total:	50.00				
MW OH	PACIFIC COMPLIANCE V009292	GAS PUMP VAPOR TEST	103658-6345 Gasoline & Diesel Fuel	TK040616	1,055.70	2160		00090632	04/07/2016
				Check Total:	1,055.70				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	TK040616	94.73	C 63175		00090633	04/07/2016
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	TK040616	104.06	C 63177		00090633	04/07/2016
				Check Total:	198.79				
MW OH	PRINCIPAL LIFE V008141	APRIL DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	TK040616	752.64	APR 2016		00090634	04/07/2016
MW OH	PRINCIPAL LIFE V008141	APRIL DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	TK040616	697.76	APR 2016		00090634	04/07/2016
				Check Total:	1,450.40				
MW OH	PROCURE AMERICA V009591	APRIL PRINT MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	TK040616	400.42	4-1611	P10648	00090635	04/07/2016
				Check Total:	400.42				
MW OH	RAMIREZ, ROSANNA V009800	APRIL MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090636	04/07/2016
				Check Total:	50.00				
MW OH	RELIANCE STANDARD LIFE V008214	JAN STD INSURANCE ADJUSTMENT	109595-5169 STD Ins Premium	TK040616	6.48	01012016		00090637	04/07/2016
MW OH	RELIANCE STANDARD LIFE V008214	FEB STD INSURANCE ADJUSTMENT	109595-5169 STD Ins Premium	TK040616	6.48	02012016		00090637	04/07/2016
MW OH	RELIANCE STANDARD LIFE V008214	MARCH STD INSURANCE	109595-5169 STD Ins Premium	TK040616	6.48	03012016		00090637	04/07/2016
MW OH	RELIANCE STANDARD LIFE V008214	APRIL STD INSURANCE PREMIUM	109595-5169 STD Ins Premium	TK040616	2,352.17	04012016		00090637	04/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,371.61				
MW OH	REYNOLDS, MATT V002521	APRIL MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090638	04/07/2016
				Check Total:	50.00				
MW OH	RODRIGUEZ, IVETTE V009933	APRIL MONTHLY EXPENSES	104070-5001 Salaries/Full-Time Regular	TK040616	25.00	APRIL 16		00090639	04/07/2016
MW OH	RODRIGUEZ, IVETTE V009933	APRIL MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK040616	25.00	APRIL 16		00090639	04/07/2016
				Check Total:	50.00				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	TK040616	50.53	032816		00090640	04/07/2016
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 Electricity	TK040616	13,826.85	032816		00090640	04/07/2016
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	TK040616	693.91	032816		00090640	04/07/2016
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	TK040616	3,952.48	032816		00090640	04/07/2016
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	TK040616	126.92	032816		00090640	04/07/2016
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	TK040616	154.43	032816		00090640	04/07/2016
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	296561-6330 Electricity	TK040616	128.75	032816		00090640	04/07/2016
				Check Total:	18,933.87				
MW OH	SOUTHERN CALIFORNIA V010002	SCE PROJECT #481680	103550-6015 Engineering Services	TK040616	6,704.27	7500649796		00090641	04/07/2016
				Check Total:	6,704.27				
MW OH	SPRINT V006533	2/26-3/25 PD RELAY SVS	109595-6215 Telephone	TK040616	37.99	313574471-053		00090642	04/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	37.99				
MW OH	SPRINT V006126	MARCH PD FRAME RELAY SVS	109595-6215 Telephone	TK040616	612.71	95031161000736		00090643	04/07/2016
				Check Total:	612.71				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	TK040616	64.24	219500		00090644	04/07/2016
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	TK040616	51.25	219573		00090644	04/07/2016
				Check Total:	115.49				
MW OH	SUNGARD PUBLIC SECTOR V005987	HR/PAYROLL IT SUPPORT	101523-6136 Software Maintenance	TK040616	427.20	117159		00090645	04/07/2016
				Check Total:	427.20				
MW OH	THE ESTATE OF GLORIA V010000	IMPROVEMENT BOND REFUND	0044-2042 Construction Deposits	TK040616	5,100.00	040416		00090646	04/07/2016
				Check Total:	5,100.00				
MW OH	TRILLIUM V007952	MARCH CNG FUEL	103658-6345 Gasoline & Diesel Fuel	TK040616	33.84	INV0017281		00090647	04/07/2016
				Check Total:	33.84				
MW OH	TYLER LIGHTING SERVICES V008707	PARK LIGHTING REPAIRS	103655-6301 Special Department Supplies	TK040616	324.00	09536		00090648	04/07/2016
MW OH	TYLER LIGHTING SERVICES V008707	PARK LAMPS	103655-6301 Special Department Supplies	TK040616	226.80	09540		00090648	04/07/2016
MW OH	TYLER LIGHTING SERVICES V008707	PARK LAMPS	103655-6301 Special Department Supplies	TK040616	561.60	09547		00090648	04/07/2016
MW OH	TYLER LIGHTING SERVICES V008707	PARK LIGHTING REPAIRS	103655-6301 Special Department Supplies	TK040616	167.40	09555		00090648	04/07/2016
				Check Total:	1,279.80				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/26 PD 4/1	0010-2126 Employee PARS/ARS W/H	TK040616	1,065.80	31716A		00090649	04/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/26 PD 4/1	0010-2131 Employer PARS/ARS Payable	TK040616	1,065.80	31716A		00090649	04/07/2016
					Check Total:	2,131.60			
MW OH	VAZQUEZ, JOSE V009471	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK040616	100.00	30-15-172		00090650	04/07/2016
					Check Total:	100.00			
MW OH	VERA, SANDRA V009293	APRIL MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK040616	50.00	APRIL 16		00090651	04/07/2016
					Check Total:	50.00			
MW OH	VERIZON WIRELESS V008735	2/21-3/30 PD AIRCARDS	109595-6215 Telephone	TK040616	1,437.93	9762448424		00090652	04/07/2016
MW OH	VERIZON WIRELESS V008735	2/21-3/30 IPAD CHARGES	109595-6215 Telephone	TK040616	38.01	9762448425		00090652	04/07/2016
MW OH	VERIZON WIRELESS V008735	2/21-3/30 IPAD CHARGES	109595-6215 Telephone	TK040616	106.92	9762448426		00090652	04/07/2016
MW OH	VERIZON WIRELESS V008735	2/21-3/30 GRADE SEP GIG USAGE	109595-6215 Telephone	TK040616	38.01	9762454048		00090652	04/07/2016
					Check Total:	1,620.87			
MW OH	YEE, ELSIE V010001	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK040616	198.00	2001050.002		00090653	04/07/2016
					Check Total:	198.00			
MW OH	YORBA REGIONAL ANIMAL K9 MEDICAL CARE - HABO V008472		103041-6301 Special Department Supplies	TK040616	75.50	1192503		00090654	04/07/2016
MW OH	YORBA REGIONAL ANIMAL K9 MEDICAL CARE - ACE V008472		103041-6301 Special Department Supplies	TK040616	152.49	1196969		00090654	04/07/2016
					Check Total:	227.99			
MW OH	CALIFORNIA STATE V004813	P/E 4/7/16 PD DATE 4/7/16	0029-2196 Garnishments W/H	PY16908	23.07	2700/1601908		00090655	04/07/2016
MW OH	CALIFORNIA STATE	P/E 4/7/16 PD DATE 4/7/16	0010-2196	PY16908	150.00	2700/1601908		00090655	04/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	P/E 4/7/16 PD DATE 4/7/16	0048-2196 Garnishments W/H	PY16908	57.69	2700/1601908		00090655	04/07/2016
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 3/26/16 PD DATE 4/1/16	0029-2170 Deferred Comp Payable - ICMA	PY16007	83.88	2995/1601007		00008004	03/31/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 3/26/16 PD DATE 4/1/16	0010-2170 Deferred Comp Payable - ICMA	PY16007	23,983.28	2995/1601007		00008004	03/31/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 3/26/16 PD DATE 4/1/16	0048-2170 Deferred Comp Payable - ICMA	PY16007	244.58	2995/1601007		00008004	03/31/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 3/26/16 PD DATE 4/1/16	0037-2170 Deferred Comp Payable - ICMA	PY16007	222.69	2995/1601007		00008004	03/31/2016
Check Total:					24,534.43				
EP	ICMA RETIREMENT TRUST V000496	P/E 4/7/16 PD DATE 4/7/16	0010-2170 Deferred Comp Payable - ICMA	PY16908	22.75	2995/1601908		00008005	04/07/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 4/7/16 PD DATE 4/7/16	0029-2170 Deferred Comp Payable - ICMA	PY16908	3.50	2995/1601908		00008005	04/07/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 4/7/16 PD DATE 4/7/16	0048-2170 Deferred Comp Payable - ICMA	PY16908	8.75	2995/1601908		00008005	04/07/2016
Check Total:					35.00				
Type Total:					24,569.43				
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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: APRIL 19, 2016
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH HARRIS AND ASSOCIATES, INC., FOR CITYWIDE CONCRETE AND SIDEWALK REPAIR ASSESSMENT**

FISCAL
IMPACT: EXPENSE: \$29,840 CONTRACT NOT-TO-EXCEED AMOUNT

SUMMARY:

The City's Citizens Fiscal Sustainability Task Force (Task Force) has requested an accounting of sidewalk and concrete repairs needed throughout the entire community. In order to identify the full scope and cost of needed concrete and sidewalk repairs throughout the community. Staff has secured a proposal from Harris and Associates. This scope of work will involve a visual inspection of all sidewalk, curbs, gutter and cross gutters in need of repair and/or replacement. This document will provide a multi-year assessment and cost estimate of repairs, which will be used for budgeting purposes. The contract not-to-exceed amount for these services is \$29,840.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Professional Services Agreement with Harris and Associates, Inc. for professional engineering consulting services to prepare a Citywide concrete repair inventory for an amount not-to-exceed \$29,840; and
2. Authorize the City Administrator to execute the Professional Services Agreement, in a form approved by the City Attorney.

DISCUSSION:

In 1975, the City Council adopted Policy 618 which defines the specific instances where the City assumes the cost for sidewalk repairs. The policy remains in effect to this day, and the City's

1.c.
April 19, 2016

obligation to repair sidewalks apply in the following instances:

- Damage caused by parkway trees
- Damage due to grade subsidence
- Sidewalk at street intersection with no abutting private property

Due to the City's current financial constraints, the ability to repair and replace damaged concrete sidewalks has been limited. Repairs are typically limited to placement of asphalt ramps to eliminate raised edges and potential trip hazards as well as patching and concrete grinding. These repairs are temporary in nature and focused on eliminating trip hazards.

To date, a comprehensive study and accounting of all the City's concrete repair needs, similar to how the City evaluates the condition of its roadway on a bi-annual basis has yet to be completed. Accordingly, the true cost to repair and/or replace concrete sidewalks, curbs and gutters is unknown, as are the locations where these repairs are needed. In addition, staff is presenting the Task Force with reports on the City's maintenance backlog relative to roadway pavement, vehicle and equipment replacement, City facility maintenance and repairs, and residential parkway tree trimming.

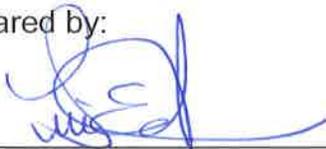
The proposed scope of work for these services entails a visual survey and inventory of all damaged concrete in the public right-of-way including curbs, gutters, cross gutters, median curbs and sidewalks. Harris and Associates, Inc. will compile quantities of repairs and construction cost estimates for use in budgeting and planning for future repairs. The locations of damaged concrete will also be geo-coded and mapped as a new layer within the City's GIS (geographic information system).

Harris and Associates, Inc. (H&A) completed the previous pavement evaluation and updated pavement management plan in 2014, and has submitted a draft evaluation and report for 2016 that staff is currently reviewing. H&A is also aware of the City's current limited ability to fund infrastructure repair projects. H&A's involvement with the Task Force and its 2014 evaluation of the City's street network proved to be a valuable resource to the Task Force in identifying the City's structural maintenance budget deficit. Given H&A's recent experience in evaluating the City's pavement condition and its familiarity with the City's unique issues, staff recommends that the City Council approve an agreement with H&A to prepare a citywide sidewalk repair assessment report.

FISCAL IMPACT:

The contract not-to-exceed amount for these services is \$29,840. There are sufficient funds in the Fiscal Year 2015-16 General Fund Operating Budget to fund these services.

Prepared by:



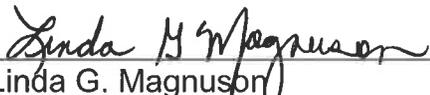
Luis Estevez
Public Works Manager

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment: Agreement with Harris and Associates, Inc.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH HARRIS & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this 19th day of April, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HARRIS & ASSOCIATES, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide a concrete and sidewalk repair assessment, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization

by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Twenty-Nine Thousand, Eight Hundred Forty Dollars (\$ 29,840.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year, ending on April 18, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Harris & Associates, Inc.
22 Executive Park
Suite 200
Irvine, CA 92614
Tel: 949-655-3900
Fax: 949-655-3995
Attn: Randall Bliss, P.E.

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8120
Fax: 714-528-4640
Attn: Luis Estevez

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized

representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula
City Administrator

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Patrick J. Melia
City Clerk

APPROVED AS TO FORM:

Christian L. Bettanhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL



Harris & Associates.

April 4, 2016

Mr. Luis Estevez
Public Works Manager
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

**Subject: Proposal for Engineering Design Services for
2016 Concrete Repair Inventory**

Dear Mr. Estevez:

Harris & Associates is pleased to present this proposal for engineering design services for the subject citywide concrete repair inventory. Based on discussion with City staff, it is our understanding that the City would like to perform an inventory of the broken or damaged concrete improvement throughout the entire City. Typical concrete improvements to be included in the inventory would be curbs, gutters, cross gutters, median curbs, local depressions and sidewalks. Our scope does not include the assessment of existing concrete sidewalks or access ramps for ADA compliance. Once the inventory is completed an estimate will be developed of the probable cost for removing and replacing the damaged concrete improvements. The estimate will be used by the City for planning and budgeting of concrete repair work. All finding will be summarized in a report and maps.

Mr. Randall Berry, PE, will be the Project Manager for our team and will be the sole point of contact for the City for day to day operations. We will invoice the City monthly based on fees shown in our cost proposal.

We appreciate the City's consideration of Harris & Associates and we are looking forward to working again with you and the City of Placentia. Should you have any questions or wish to discuss any part of this revised proposal, please feel free to call me at 949-655-3900, extension 2356.

Sincerely,
Harris & Associates

Randall Bliss
Senior Project Manager

Randall Berry, PE
Design Manager

PROJECT UNDERSTANDING AND APPROACH

This work will include a Citywide visual survey and inventory of all damaged concrete improvements including curbs, gutters, cross gutters, median curbs, local depressions and sidewalks. Harris & Associates staff will inventory the City's approximate 130 centerline mile roadway system for adjacent concrete improvements and compile measurements of the quantity of damaged concrete.

Harris & Associates staff will compile quantities of repairs and construction cost estimates in tabular form and present this to the City for use in budgeting and planning for the concrete repairs. Our inspection staff will identify areas in the field and measure the repair quantities to the nearest foot. The quantities will provided to the City in an excel spreadsheet and also in GIS maps.

In addition, locations of damaged concrete, which appear to be caused by existing tree roots, will be noted for further evaluation by City staff or an arborist. Items affected by the concrete reconstruction, such as survey ties, pull boxes, etc. will also be noted.

SCOPE OF SERVICES

Task 1.0 Project Kickoff Meeting

In this meeting with City staff, we will review and discuss the project goals, and project schedule. Specific design criteria will be developed with City staff at this meeting for items such as specific tolerances for "trip & fall hazards", "grinding concrete", "temporary cold mix", etc. We will provide copies of meeting minutes for the City's review within one week of this meeting. This meeting will ensure that all parties understand all aspects of the project *before* any work begins.

Task 2.0 GIS Cloud Set-Up

In preparation of the field work, Harris will be using an iPad for field data collection with GIS Cloud to collect/create the concrete inventory data. A new base map layer will be created (Google Satellite) in the program. This tool (iPad with the paid subscription of the Google satellite program) acts as a global positioning tool to obtain the coordinates of the locations identified in the field. A form (data dictionary) will be created with the attributes to be collected in the field.

Task 3.0 Field Reviews

Harris inspectors will use tablets, iPad or similar devices for the field data collection using GIS Data Collection application. It is anticipated that the data collected in the field will be done using an iPad equipped with GIS Cloud for digitizing methods but capturing the coordinates that define any collected concrete repair data points.

Harris & Associates will define the fields for each feature data set and get approval from the City staff before beginning the field data collection. In doing so, Harris will meet with the City staff and invite them for a field visit.

Points will be used to represent the location of damaged improvements type. To create these points, the inspector will match where they are in the real world to the GPS location on the google map. Once the inspector has located the correct spot, the point will be digitized and added as a data point.

The inspector will populate the data form developed in Task 2 by choosing an attribute "type" as well as the actual measurements of the attributes. Upon completion a point will show up on the map with data item type, quantity and photo if applicable .

The inspector will perform the inventory by traveling along each side of each street on a slow moving Bicycle or Segway, stopping to enter data and take measurements.

The inspectors will be looking out for any vertical changes in the sidewalk that may cause tripping hazards. These offsets will include areas that are over 13mm (or 0.5 inches). This will be recorded and a picture taken.

The inspector will also be looking for broken or damaged concrete curbs, gutters and cross gutter that are damaged or uplifted by tree roots and causing damming or pounding of water.

Damage that appears to be caused by existing tree roots, will be noted for further evaluation by City staff or arborist prior to construction to determine impacts to trees.

Sidewalks and locations with no ADA ramps will not be identified as part of this assessment. All data collected will be in a shape file and excel spreadsheet formats.

4.0 Reports and Maps

4.1 Define Treatment Strategies

Using the collected field data, a spreadsheet will be prepared summarizing the data Identified above, preliminary recommendations and a list of remedies.

The following repair categories are anticipated:

- Sidewalk grinding;
- Sidewalk replacement, including approximate size, and
- if tree root removal or curb/gutter replacement is included;
- Curb and Gutter, Cross Gutter replacement location and size.

Harris will meet with the Agency to discuss concrete repair treatment strategy. Once Agency staff approves the final strategy, Harris will update the spreadsheet to reflect any changes.

4.2 Probable Construction Cost Estimate

In conjunction with the recommendations identified above, Harris will discuss the costs with the City and develop preliminary cost estimates. This information will be included in the spreadsheet and will be used by the City for planning and budgeting concrete repair work.

4.3 Draft and Final Report

A report summarizing the results of the concrete inventory and recommended repairs will be prepared. The report will include exhibits showing the areas/locations with concrete damage and sidewalk locations with Vertical changes greater than 13mm or 0.5 inches. The report shall address but not necessarily be limited to, the following topics:

- Executive summary
- Existing condition of sidewalks
- Proposed repairs

The draft report will be submitted to the City for review and comment. Upon receipt of Comments, a Final Report will be submitted to the City.

4.4 Maps

Harris will use existing Google satellite maps and built-in device GPS to obtain coordinates and populating the data using iPad for field data collection for the preparation of final concrete repair layer. The data used will be submitted to the City in shape file format.

At the conclusion of the project, the Consultant will submit the GIS data to the City to be included in the City's GIS. The Consultant will also submit the attribute data to the City in an Excel "xls" or "xlsx" format.

RESPONSIBILITIES OF THE AGENCY

We will strive to minimize the impact on staff's time in the conduct of our work. Generally the Agency staff will assist with the following:

- 1) Attend kick-off meeting and brief the Harris team on your existing system.
- 2) Unit costs and treatment types
- 3) Timely review of Harris' draft submittals and requests for information

SCHEDULE

Based on notice to proceed, it is anticipated that the project can be completed in 6 to 8 weeks, with most of the effort in the field inspections identifying repair locations.

FEES

Harris proposes to provide the scope of services outlined above for a total lump sum fee amount shown on the following charts on an hourly rate basis. Detailed breakdowns of the proposed fees are attached for your information and use in evaluating this proposal. These fees should be considered as a negotiable offer.

The fees include all printing costs (except for printing of multiple sets for bidding) and would be invoiced monthly, based on the percent complete. Outside Agency fees are not included.

We welcome the opportunity to discuss additions, deletions and alternatives, as required, with City staff. We appreciate the opportunity to be of continued service to the City of Tustin and look forward to a successful project.

2016 Concrete Repair Inventory
Harris & Associates
 April 4, 2016

Task/Subtask	Project Manager \$190	Engineering Technician \$90	Task Subtotals
Task 1.1 Project Kickoff Meeting	2	0	\$380
Task 2.0 GIS Cloud Set-up	4	8	\$1,480
Task 3.0 Field Reviews*	8	175	\$17,270
Task 4.0 Reports and Maps			
Task 4.1 Define Treatment Strategies	4	1	\$850
Task 4.2 Probable Construction Cost Estimate	4	24	\$2,920
Task 4.3 Draft and Final Report	8	32	\$4,400
Task 4.4 Maps	2	24	\$2,540
Total Hours by Classification =	32	264	
Total (\$) by Classification =	\$6,080	\$23,760	
Total Lump Sum Fee =			\$29,840

* Use one man crew on Bike or Segway

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0757776 HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524	1-800-877-4560	CONTACT NAME: PHONE (A/C, No, Ext): 925 609-6500 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Navigators Specialty Insurance Company INSURER C: Travelers Property Casualty Co of Amer. INSURER D: Continental Casualty Company INSURER E: INSURER F:	FAX (A/C, No): 925 609-6550 NAIC #
INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Suite 500 Concord, CA 94520			

COVERAGES CERTIFICATE NUMBER: 45898130 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			ZBF9201722	08/01/15	08/01/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			LA15EXC712701IC	08/01/15	08/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	PJUB8166N36A15 **	08/01/15	08/01/16	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY Claims-Made		N/A	AEH591891588	08/01/15	08/01/16	Per Claim: 5,000,000 Aggregate: 10,000,000 Ded. Each Claim: 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ** Workers Compensation policy excludes monopolistic states ND, OH, WA, WY.
 General Liability Additional Insured status granted, if required by written contract/agreement, per attached forms MAN 0426 & MAN 0427.
 City, its elected & appointed boards, officers, officials, agents, employees & volunteers are additional insureds under General Liability if required by a written contract
 RE: Pavement Management Update (HA #1600008)

CERTIFICATE HOLDER 160-0008 (2017) City of Placentia Luis Estevez Public Works Manager 401 E. Chapman Ave. Placentia, CA 92870 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed
BLANKET AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Other Insurance – Primary and Non-Contributory
(Additional Insured)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section IV – Commercial General Liability Conditions**

4. Other Insurance

a. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **Section II – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- i. For the sole negligence of the Additional Insured;
- ii. when the Additional Insured is an Additional Insured under another primary liability policy; or
- iii. when 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

3. Method Of Sharing

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

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET WITH WRITTEN CONTRACT

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PJUB-8166N36-A-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 07-28-15

ST ASSIGN:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: PHONE (A/C No. Ext): 1-877-320-9393 E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459	FAX (A/C No): 515-365-0895
	INSURER(S) AFFORDING COVERAGE	
INSURED HARRIS & ASSOCIATES 1401 Willow Pass Road, Ste 500 Concord, CA 94520	INSURER A: Old Republic Insurance Company NAIC #: 24147	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

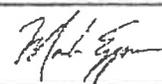
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (If an occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	L100554-15	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1XL1

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. City of Placentia, its elected and appointed boards, officers, officials, agents, employees and volunteers are additional insured where required by written contract.
 RE: Pavement Management Updates (HA #160000B)

CERTIFICATE HOLDER 160-0008 (2017) City of Placentia Attn: Luis Estevez - Public Works Mgr 401 E. Chapman Avenue Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Harris & Associates

Endorsement Effective Date: 08/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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Named Insured: Harris & Associates

Endorsement Effective Date: 08/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: APRIL 19, 2016

SUBJECT: **AWARD OF CONTRACT FOR POOL EQUIPMENT REPAIR AND REPLACEMENT AT WHITTEN COMMUNITY CENTER AND GOMEZ COMMUNITY CENTER POOLS**

FISCAL EXPENSE: \$69,310
IMPACT: REVENUE: \$69,310 ST. JUDE GRANT FUNDS

SUMMARY:

On February 2, 2016, the City Council authorized repairs for the swimming pools at Whitten Community Center and Gomez Community Center. Both sites have a great deal of deferred maintenance which needs to be addressed for the 2015-2016 summer season. By combining remaining St. Jude grant funds from fiscal year 2014-2015 with new 2015-2016 grant funds, the full cost of pool repairs can be completed with no General Fund monies required. The low bid received for this work is from Commercial Aquatic Services, Inc. (CAS) in the amount of \$69,310. Staff recommends the City Council accept the bid from CAS and award an agreement to CAS in the amount of \$69,310.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Public Works Agreement with Commercial Aquatic Services, Inc. for repairs to the swimming pools at Whitten Community Center and Gomez Community Center in the amount of \$69,310; and
2. Authorize the City Administrator, or his designee, to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City of Placentia offers free recreation swim at Gomez Community Pool and at Whitten Community Pool. Free recreational swim is a 9-week program open to all residents and non-residents. Pools open on June 27 and remain open through August 18. The proposed repairs are needed to ensure the safety and comfort of all pool users. Repairs include re-plastering, replacement of filters, and replacement of one (1) chemical controller for the Gomez Community Center pool.

1.d.
April 19, 2016

Staff solicited bids from three (3) qualified vendors for this work and their bid amounts are noted below:

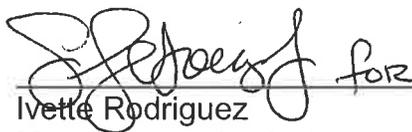
Contractor	Bid Amount
Commercial Aquatic Services, Inc.	\$69,310
Caliber Commercial Pool Services	\$84,044
Sea Clear Pools, Inc.	\$123,298

Based on a review and evaluation of the bids received, Staff recommends that the City Council award a Public Works Agreement to Commercial Aquatic Services, Inc., based in Anaheim, California, in the amount of \$69,310.

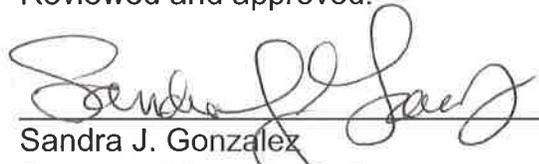
FISCAL IMPACT:

The repairs of the two (2) community pools totaling \$69,310 would be paid from St. Jude Hospital Grant Funds: \$56,613.43 from the remaining balance of 2015 and \$12,696.57 from 2016. No General Fund monies will be used on these projects. Accordingly, sufficient grant funds exist to proceed with this project.

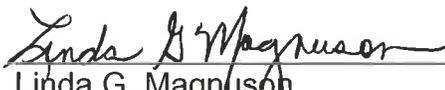
Prepared by:


Ivette Rodriguez
Management Analyst

Reviewed and approved:


Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:


Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:


Damien R. Arrula
City Administrator

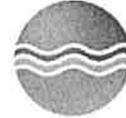
Attachments:

1. Commercial Aquatics Proposal
2. Public Works Agreement with Commercial Aquatic Services

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1442	Chemical contr...



**COMMERCIAL AQUATIC
SERVICES INC**

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
	Estimate to replace chemical controller for the Pool that is showing signs of imminent failure. JOB LOCATION: Gomez Park Pool 701 Olive St, Placentia, CA 92870 Scope of work: Remove failing controller and install new Strantrol 700P chemical controller in existing location. Wire existing power supply to controllers, install new seal tight conduit as needed. Make up tubing to new flow cells, chemical metering pumps and chemical delivery tubing from bulk tank to injection point. Program chemical controllers and provide staff training as needed at time of installation completion.			
SERVICE LABO... STR- COMPACT	SERVICE LABOR CHARGE		1,500.00	1,500.00
	STRANTROL COMPACT CHEMICAL CONTROLLER, FLOW CELL, PH, ORP/HRR SENSOR, FLOW SWITCH, TEMP SENSOR.	1	3,570.00	3,570.00T
EME- KDIGITAL	CAS CHEMICAL METERING PUMP. SELF VENTING, SELF PRIMING, DIGITAL CONTROLS. 82 GALLONS PER DAY, UL LISTED	2	750.16	1,500.32T

Estimate valid for 90 days

<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)

Web Site
WWW.SWIMCAS.COM

E-mail
INFO@SWIMCAS.COM

Subtotal
Sales Tax (8.0%)
Total

Signature

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1442	Chemical contr...



**COMMERCIAL AQUATIC
SERVICES INC**

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
MATERIAL	TUBING, FITTINGS, WIRE, CONDUIT, MOUNTING HARDWARE, CLEAN UP SUPPLIES.		250.00	250.00T

Estimate valid for 90 days	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal	\$6,820.32
Sales Tax (8.0%)	\$425.63
Total	\$7,245.95

Signature _____

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Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1441	FILTER REPL...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	11/8/2009	BC

Item	Description	Qty	Cost	Total
	Estimate to replace filter at Gomez Pool. Scope of work: Remove old filter and take off site. Place new filter in same area and anchor to floor. Mount new backwash valves in filter and plumb to existing inlet and outlet lines. Load filter with media and start up system to ensure proper and leak free operation.			
SERVICE LABO...	Service Labor Charge		3,475.00	3,475.00
PEN- 143461	THS3461 13.5 SQUARE FOOT SAND FILTER	1	7,516.67	7,516.67T
PEN- 156400	THS SEMI AUTOMATIC BACKWASH CONTROL	1	1,480.48	1,480.48T
PEN- 155703	THS3461 MANIFOLD KIT WITH 4" BACKWASH VALVES	1	4,011.32	4,011.32T
MATERIAL	PVC FITTINGS		675.00	675.00T
WCA- 433SSM0m	#20 Silica sand 100 LBS/Bag	16	14.50	232.00T
SHIPPING	SHIPPING	1	550.00	550.00
	The filter tank has rust developing on the inlet port. It's not going to last very long before it blows out.			

Estimate valid for 90 days	
<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)
<u>Web Site</u>	
WWW.SWIMCAS.COM	
<u>E-mail</u>	
INFO@SWIMCAS.COM	

Subtotal	\$17,940.47
Sales Tax (8.75%)	\$1,217.60
Total	\$19,158.07

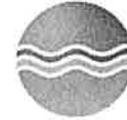
Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1443	Plaster/ substru...



COMMERCIAL AQUATIC
SERVICES INC

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Item	Description	Qty	Cost	Total
SERVICE LABO...	Estimate to replaster Gomez Park Pool due to plaster deterioration. The scope of work below will require the pool to be out of operation for a total of 1.5 weeks. Plaster Scope of Work: Pool *Prepare and submit plans to Orange County Department of Environmental Health for approval prior to start of job. * Drain pool, and prepare site for demo. * Saw cut tile line. * Demo plaster to gunite sub structure. * Remove and dispose of old plaster material off site. * Replaster pool mix on site and apply 2-3 coats of standard white plaster. * Install new drain covers. * Fill pool with water, restart system. Pool Startup Scope of Work: Includes brushing pool shell daily for five days, vacuuming pool and complete water chemistry balance	1	11,700.00	0.00 11,700.00
COUNTY	COUNTY APPROVAL FEE FOR PLASTER PLAN CHECK	1	226.00	226.00

Thank you for your business - we appreciate it!

Phone #	Fax #
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)

Web Site
 WWW.SWIMCAS.COM

E-mail
 INFO@SWIMCAS.COM

Subtotal
Sales Tax (8.0%)
Total

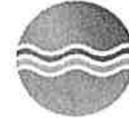
Signature

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Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1443	Plaster/ substru...



**COMMERCIAL AQUATIC
SERVICES INC**

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
	*NOTE: We will pull permits with SB Health Department for replaster as this is required.			0.00
				0.00

Thank you for your business - we appreciate it!	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal	\$11,926.00
Sales Tax (8.0%)	\$0.00
Total	\$11,926.00

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1446	FILTER REPL...



**COMMERCIAL AQUATIC
SERVICES INC**

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
	Estimate to replace filter at Whitten Pool. Scope of work: Remove old filter and take off site. Place new filter in same area and anchor to floor. Mount new backwash valves in filter and plumb to existing inlet and outlet lines. Load filter with media and start up system to ensure proper and leak free operation.			
SERVICE LABO...	Service Labor Charge		3,475.00	3,475.00
PEN- 143461	THS3461 13.5 SQUARE FOOT SAND FILTER	1	7,516.67	7,516.67T
PEN- 156400	THS SEMI AUTOMATIC BACKWASH CONTROL	1	1,480.48	1,480.48T
PEN- 155703	THS3461 MANIFOLD KIT WITH 4" BACKWASH VALVES	1	4,011.32	4,011.32T
MATERIAL	PVC FITTINGS		675.00	675.00T
WCA- 433SSM0m	#20 Silica sand 100 LBS/Bag	16	14.50	232.00T
SHIPPING	SHIPPING	1	550.00	550.00
	The filter tank has rust developing on the inlet port. It's not going to last very long before it blows out.			

Estimate valid for 90 days

Subtotal	\$17,940.47
Sales Tax (8.0%)	\$1,113.24
Total	\$19,053.71

<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)

Web Site
WWW.SWIMCAS.COM

E-mail
INFO@SWIMCAS.COM

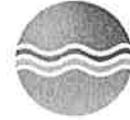
Signature _____

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Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1444	Plaster/ substru...



COMMERCIAL AQUATIC
S E R V I C E S I N C

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
SERVICE LABO...	<p>Estimate to replaster Whitten Community Pool due to plaster deterioration. The scope of work below will require the pool to be out of operation for a total of 1.5 weeks.</p> <p>Plaster Scope of Work: Pool</p> <ul style="list-style-type: none"> * Prepare and submit plans to Orange County Department of Environmental Health for approval prior to start of job. * Drain pool, and prepare site for demo. * Saw cut tile line. * Demo plaster to gunite sub structure. * Remove and dispose of old plaster material off site. * Replaster pool mix on site and apply 2-3 coats of standard white plaster. * Install new drain covers. * Fill pool with water, restart system. <p>Pool Startup Scope of Work: Includes brushing pool shell daily for five days, vacuuming pool and complete water chemistry balance</p>	1	11,700.00	11,700.00
				0.00

Thank you for your business - we appreciate it!	
<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)
<u>Web Site</u>	
WWW.SWIMCAS.COM	
<u>E-mail</u>	
INFO@SWIMCAS.COM	

Subtotal
Sales Tax (8.0%)
Total

Signature

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1444	Plaster/ substru...



**COMMERCIAL AQUATIC
SERVICES INC**

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
COUNTY	COUNTY APPROVAL FEE FOR PLASTER PLAN CHECK	1	226.00	226.00
	*NOTE: We will pull permits with SB Health Department for replaster as this is required.			0.00
				0.00

Thank you for your business - we appreciate it!

Phone #	Fax #
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)

Web Site
WWW.SWIMCAS.COM

E-mail
INFO@SWIMCAS.COM

Subtotal	\$11,926.00
Sales Tax (8.0%)	\$0.00
Total	\$11,926.00

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Project No.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
POOL EQUIPMENT REPAIR AND REPLACEMENT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 19th day of April, 2016 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and COMMERCIAL AQUATIC SERVICES, INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the repair and replacement of pool equipment facilities as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean COMMERCIAL AQUATIC SERVICES, INC., a California corporation located 1121 N. Hawk Circle, Anaheim, CA 92807.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

Project No.

- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the five separate estimates provided by Contractor ("Scope of Services") collectively attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall

Project No.

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

Project No.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Sixty-Nine Thousand, Three Hundred Ten Dollars (\$69,310.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the

Project No.

contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than July 19, 2016 unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Billy Clevenger
Commercial Aquatics
1121 North. Hawk Circle
Anaheim, Ca 92807

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Project No.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing

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damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

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This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached to this Agreement as Exhibit "D", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein

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"claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

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The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access

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to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

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8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and

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shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Ivette Rodriguez

To Contractor:
Billy Clevenger
Commercial Aquatics
1121 North. Hawk Circle
Anaheim, Ca 92807

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor

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shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien Arrula, Acting City Administrator

Date: _____

ATTEST:

Patrick Melia, City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen Pischel, Director of Administrative Services

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

Project No.

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

Project No.

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

Project No.

BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to

_____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

Project No.

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Project No.

EXHIBIT A
SCOPE OF SERVICES

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1442	Chemical contr...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
	Estimate to replace chemical controller for the Pool that is showing signs of imminent failure.			
	JOB LOCATION: Gomez Park Pool 701 Olive St, Placentia, CA 92870			
	Scope of work: Remove failing controller and install new Strantrol 700P chemical controller in existing location. Wire existing power supply to controllers, install new seal tight conduit as needed. Make up tubing to new flow cells, chemical metering pumps and chemical delivery tubing from bulk tank to injection point. Program chemical controllers and provide staff training as needed at time of installation completion.			
SERVICE LABO... STR- COMPACT	SERVICE LABOR CHARGE STRANTROL COMPACT CHEMICAL CONTROLLER, FLOW CELL, PH, ORP/HRR SENSOR, FLOW SWITCH, TEMP SENSOR.	1	1,500.00 3,570.00	1,500.00 3,570.00T
EME- KDIGITAL	CAS CHEMICAL METERING PUMP. SELF VENTING, SELF PRIMING, DIGITAL CONTROLS. 82 GALLONS PER DAY. UL LISTED	2	750.16	1,500.32T

Estimate valid for 90 days	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal
Sales Tax (8.0%)
Total

Signature

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1442	Chemical contr...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
MATERIAL	TUBING, FITTINGS, WIRE, CONDUIT, MOUNTING HARDWARE, CLEAN UP SUPPLIES.		250.00	250.00

Estimate valid for 90 days	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal	\$6,820.32
Sales Tax (8.0%)	\$425.63
Total	\$7,245.95

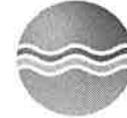
Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1441	FILTER REPL...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	11/8/2009	BC

Item	Description	Qty	Cost	Total
	Estimate to replace filter at Gomez Pool. Scope of work: Remove old filter and take off site. Place new filter in same area and anchor to floor. Mount new backwash valves in filter and plumb to existing inlet and outlet lines. Load filter with media and start up system to ensure proper and leak free operation.			
SERVICE LABO...	Service Labor Charge		3,475.00	3,475.00
PEN- 143461	THS3461 13.5 SQUARE FOOT SAND FILTER	1	7,516.67	7,516.67T
PEN- 156400	THS SEMI AUTOMATIC BACKWASH CONTROL	1	1,480.48	1,480.48T
PEN- 155703	THS3461 MANIFOLD KIT WITH 4" BACKWASH VALVES	1	4,011.32	4,011.32T
MATERIAL	PVC FITTINGS		675.00	675.00T
WCA- 433SSM0m	#20 Silica sand 100 LBS/Bag	16	14.50	232.00T
SHIPPING	SHIPPING	1	550.00	550.00
	The filter tank has rust developing on the inlet port. It's not going to last very long before it blows out.			

Estimate valid for 90 days

Phone #	Fax #
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)

Web Site
WWW.SWIMCAS.COM

E-mail
INFO@SWIMCAS.COM

Subtotal	\$17,940.47
Sales Tax (8.75%)	\$1,217.60
Total	\$19,158.07

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1443	Plaster/ substru...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
SERVICE LABO...	Estimate to replaster Gomez Park Pool due to plaster deterioration. The scope of work below will require the pool to be out of operation for a total of 1.5 weeks. Plaster Scope of Work: Pool *Prepare and submit plans to Orange County Department of Environmental Health for approval prior to start of job. * Drain pool, and prepare site for demo. * Saw cut tile line. * Demo plaster to gunite sub structure. * Remove and dispose of old plaster material off site. * Replaster pool mix on site and apply 2-3 coats of standard white plaster. * Install new drain covers. * Fill pool with water, restart system. Pool Startup Scope of Work: Includes brushing pool shell daily for five days, vacuuming pool and complete water chemistry balance	1	11,700.00	11,700.00
COUNTY	COUNTY APPROVAL FEE FOR PLASTER PLAN CHECK	1	226.00	226.00

Thank you for your business - we appreciate it!	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal
Sales Tax (8.0%)
Total

Signature

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1443	Plaster/ substru...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
	*NOTE: We will pull permits with SB Health Department for replaster as this is required.			0.00
				0.00

Thank you for your business - we appreciate it!	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal	\$11,926.00
Sales Tax (8.0%)	\$0.00
Total	\$11,926.00

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1446	FILTER REPL...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
	Estimate to replace filter at Whitten Pool. Scope of work: Remove old filter and take off site. Place new filter in same area and anchor to floor. Mount new backwash valves in filter and plumb to existing inlet and outlet lines. Load filter with media and start up system to ensure proper and leak free operation.			
SERVICE LABO...	Service Labor Charge		3,475.00	3,475.00
PEN- 143461	THS3461 13.5 SQUARE FOOT SAND FILTER	1	7,516.67	7,516.67T
PEN- 156400	THS SEMI AUTOMATIC BACKWASH CONTROL	1	1,480.48	1,480.48T
PEN- 155703	THS3461 MANIFOLD KIT WITH 4" BACKWASH VALVES	1	4,011.32	4,011.32T
MATERIAL	PVC FITTINGS		675.00	675.00T
WCA- 433SSM0m	#20 Silica sand 100 LBS/Bag	16	14.50	232.00T
SHIPPING	SHIPPING	1	550.00	550.00
	The filter tank has rust developing on the inlet port. It's not going to last very long before it blows out.			

Estimate valid for 90 days

<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)

Web Site
 WWW.SWIMCAS.COM

E-mail
 INFO@SWIMCAS.COM

Subtotal	\$17,940.47
Sales Tax (8.0%)	\$1,113.24
Total	\$19,053.71

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1444	Plaster/ substru...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
SERVICE LABO...	Estimate to replaster Whitten Community Pool due to plaster deterioration. The scope of work below will require the pool to be out of operation for a total of 1.5 weeks. Plaster Scope of Work: Pool *Prepare and submit plans to Orange County Department of Environmental Health for approval prior to start of job. * Drain pool, and prepare site for demo. * Saw cut tile line. * Demo plaster to gunite sub structure. * Remove and dispose of old plaster material off site. * Replaster pool mix on site and apply 2-3 coats of standard white plaster. * Install new drain covers. * Fill pool with water, restart system. Pool Startup Scope of Work: Includes brushing pool shell daily for five days, vacuuming pool and complete water chemistry balance	1	11,700.00	11,700.00
				0.00

Thank you for your business - we appreciate it!	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal
Sales Tax (8.0%)
Total

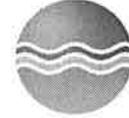
Signature

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
12/16/2015	E15-1444	Plaster/ substru...



COMMERCIAL AQUATIC
SERVICES INC

Customer
Placentia, City of Attn: Veronica Ortiz 401 E. Chapman Ave. Placentia, CA 92870

Terms	Due Date	Rep
Net 30	1/15/2016	BC

Item	Description	Qty	Cost	Total
COUNTY	COUNTY APPROVAL FEE FOR PLASTER PLAN CHECK	1	226.00	226.00
	*NOTE: We will pull permits with SB Health Department for replaster as this is required.			0.00
				0.00

Thank you for your business - we appreciate it!	
<u>Phone #</u> 1-877-SWIMCAS (794-6227)	<u>Fax #</u> 1-877-SWIMFAX (794-6329)
<u>Web Site</u> WWW.SWIMCAS.COM	
<u>E-mail</u> INFO@SWIMCAS.COM	

Subtotal	\$11,926.00
Sales Tax (8.0%)	\$0.00
Total	\$11,926.00

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044). B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Project No.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. **Workers Compensation & Employers Liability Insurance**

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. **General Liability Insurance**

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The

General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

Project No.

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.
 - 5.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

Project No.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Project No.

G. Documentation

- The Certificate of Insurance shall include the following reference: Pool Equipment Repair and Replacement
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No.

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AIMS Insurance Program Managers, Inc. 1418 N Scottsdale Rd Suite 100 Scottsdale AZ 85257		CONTACT NAME: Service Team PHONE (A/C, No, Ext): (602) 635-4848 FAX (A/C, No): (480) 991-0634 E-MAIL ADDRESS: serviceteam@aimsinsurance.com	
INSURED Commercial Aquatic Services, Inc. 1121 N. Hawk Circle Anaheim CA 92807		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Twin City Fire Insurance Company	NAIC # 29459
		INSURER B: HDI Global Insurance Company	NAIC # 41343
		INSURER C: Security National Insurance Company	NAIC # 19879
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			59UUNOJ2280	1/25/2016	1/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAGA20X000427	1/25/2016	1/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1099560	1/25/2016	1/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is only a representation of coverage afforded by the insurance companies noted on it. Terms of coverage are defined in the policy[ies] shown and those terms may or may not comply with the requirements of any contract entered into by the named insured.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Avenue Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kimberly Birk/JSZUMI <i>Kimberly Birk</i>
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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: APRIL 19, 2016

SUBJECT: CONCRETE WORK ASSOCIATED WITH OUTDOOR FITNESS EQUIPMENT AT PARQUE DE LOS NIÑOS/GOMEZ COMMUNITY CENTER

FISCAL IMPACT: EXPENSE: \$21,300 PARK DEVELOPMENT FUNDS

SUMMARY:

The City of Placentia received a grant from St. Jude Hospital in the amount of \$50,000 for the purchase of outdoor fitness equipment in a low income neighborhood in the City. The park that met the criteria was Parque De Los Niños in the Atwood area. In order to meet the St. Jude Hospital grant requirement, the City's match is the installation and maintenance of this proposed equipment. A quote in the amount of \$21,300 was received from City Service Paving (CSP), a local licensed contractor to do the grade preparation and concrete work for this equipment. Park Development Funds will be utilized for the CSP contract.

RECOMMENDATION:

1. Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a budget amendment in Fiscal Year 2015-16 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

On February 2, 2016, the City Council approved a grant agreement with St. Jude Hospital that aims to promote physical activity and nutrition education in low-income neighborhoods. As part of the grant agreement, the City received \$50,000 for the purchase of exercise equipment in a qualifying low-income area. Community Services and Public Works staff identified Parque De Los Niños as a third City site for installation of new exercise equipment. Equipment had previously been installed at Kraemer Park and McFadden Park. The outdoor exercise equipment will encourage families that visit the park to spend time to exercise. This grant must be expended by June 30, 2016.

The preferred vendor for the purchase of the exercise equipment is Greenfields Outdoor Fitness, Inc. (Greenfields), although Greenfields cannot do the site preparation, grading, and concrete work required for the installation of the equipment. The lowest responsible bidder for this work at the two previous sites was City Service Paving, a licensed local contractor.

1.e.

April 19, 2016

FISCAL IMPACT:

The purchase of the outdoor exercise equipment from Greenfields in the amount of \$50,000 will be paid for by utilizing the St. Jude Hospital Grant Funds. The concrete installation by City Service Paving in an amount not to exceed \$21,300 will be paid from Park Development funds for the City's match. The attached Resolution authorizes the budget transfer. No General Fund monies will be used on this project.

Prepared by:



Felipe Zambrano
Community Services Coordinator

Reviewed by:



Sandra J. González
Director of Community Services

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Agreement with City Service Paving
2. Resolution No. R-2016-XX

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
Installation of Concrete**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 19th day of April, 2016 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and City Service Paving (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the installation of concrete as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean a (California corporation, partnership, individual) located at 920 Lawrence Street, Placentia, CA 92870.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No

such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Twenty One Thousand Three Hundred Dollars (\$21,300) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than June 30, 2016, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Brett Beck

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's

responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached to this Agreement as Exhibit "D", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City

upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party

may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to

completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Sandra González

To Contractor:
City Service Paving
920 Lawrence Street
Placentia, CA 92870
Attn: Brett Beck

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Patrick Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel, Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Sandra González, Director of Community Services

Date: _____

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____
to

_____, the undersigned ("Guarantor") has agreed to enter into
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed
by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors
will be free from defects and that the work will conform to the plans and specifications. Should
any of the materials or equipment prove defective or should the work as a whole, or any part
thereof, prove defective for any reason whatsoever (except due to intentional torts by the City),
or should the work as a whole or any part thereof fail to operate properly or fail to comply with
the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City,
upon written demand, for all of the City's expenses incurred replacing or restoring any such
equipment or materials, including the cost of any work necessary to make such replacement or
repairs; or 2) replace any such defective material or equipment and repair said work completely,
all without any cost to the City. Guarantor further guarantees that any such repair work will
conform to the plans and specifications for the project. This guarantee will remain in effect for
five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any
replacements or repairs itself or to have such replacement, repair, performed by the
undersigned. The City shall have no obligation to consult with Guarantor before the City
proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor
perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or
work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make
reimbursement payment within 15 days after receipt of a written demand for payment from the
City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all
costs and expenses, including attorneys and expert fees, reasonably incurred by reason of
Guarantor's failure or refusal.

Guarantor

Date: _____

Contractor: _____

By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

EXHIBIT A
SCOPE OF SERVICES

CITY SERVICE

PAVING

LIC. #502305

920 LAWRENCE STREET PLACENTIA, CA 92870

SINCE 1975

Phone: 714-642-1602 Fax: 714-984-8140 Email: Chris@citypaving.com

Proposal & Contract #311CM16

PROPOSAL SUBMITTED TO: Joel Cardenas City of Placentia	PHONE: 714-993-8117 FAX:	DATE April 11, 2016
ADDRESS: 401 E. Chapman Ave.	JOB NAME: Parque De Los Ninos	
CITY, STATE & ZIP: Placentia, CA 92870	JOB LOCATION: 1701 Atwood Ave. Placentia, CA	

We hereby agree to furnish all labor, materials and equipment for the completion, in a good and Workmanlike manner, of the work described below,

WORK TO BE PERFORMED:

As per plans provided by City of Placentia.
(Prevailing Wage)

Parque De Los Ninos:

1. Site preparation and Grading
 - a) Remove existing vegetation and haul off to legal dumpsite. (Approx. 1,609 sq. ft.)
(Approx. 40 yards to City Yard)
 - b) Rough grade open area in preparation for new concrete.
2. New concrete install.
 - a) Form and Pour 5 1/2" of new concrete slab over 3" of Class II CMB using #4 REBAR set 12" on center each way for reinforcement.
 - b) Drill, Epoxy and Install Anchor bolts per City direction.

Total Amount: \$ 21,300.00

TERMS AND CONDITIONS OF CONTRACT: PAYMENT DUE UPON COMPLETION

In this agreement Contractor means City Service Paving, and owner means owner and/or any general contractor and/or agent of owner.

1. Any changes required by owner shall be authorized in writing and paid by owner at contractor's prevailing rates unless quoted and agreed upon in writing.
2. Owner agrees to furnish to job site necessary and adequate water supply at owner's expense.
3. Contractor assumes no liability for damages to underground pipes, septic tanks, cesspools or other underground structures; and any extra expense caused the contractor by the existence or location thereof shall be charged to buyer.
4. Owner, agrees to pay attorney's and court costs in event suit is instituted to collect any amounts due contractor.
5. If work is to be performed according to owner's specifications of labors and materials, contractor does not assume responsibility for any defects.
6. We are not responsible for reflective cracking on resurface areas, re-growth of vegetation, underground utilities, (unless notified in writing), pre-existing engineering with respects to drainage, back-fill and compaction installed by others. Engineering, staking, testing, inspection, permits, bonds and fees are not included.
7. Slurry Seal has a tendency not to adhere to oil-saturated asphalt.

NOTICE IS HEREBY GIVEN THAT WORK AND MATERIAL FURNISHED BY CONTRACTOR MAY SUBJECT THE PROPERTY ON WHICH SAID WORK IS PERFORMED TO THE LIEN LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 1193 OF THE CODE OF CIVIL PROCEDURE OF SAID STATE.

Company

Owner/ Agent and Title

Date


Brett Beck- Project Manager -Cell: 714/310-4978

EXHIBIT B

CERTIFICATES OF INSURANCE



CITYSER-01

AGARCIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Wooditch Company Insurance Services, Inc. 1 Park Plaza Suite 400 Irvine, CA 92614	CONTACT NAME: PHONE (A/C, No. Ext): (949) 553-9800 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: Security National Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (949) 553-0670 NAIC # 25011 19879
INSURED City Service Contracting, Inc. 920 Lawrence Street Placentia, CA 92870		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WPP1079897 03	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPP1079897 03	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SWC1098436	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: All operations performed by the Named Insured during the current policy period. glai
 City of Placentia is included as Additional Insured as respects General Liability per attached endorsement.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Avenue Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY The Wooditch Company Insurance Services, Inc.		NAMED INSURED City Service Contracting, Inc. 920 Lawrence Street Placentia, CA 92870	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

Cancellation

*Except 10 days notice of Cancellation for non-payment of premium.

Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2015/16 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2015/16 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2015/16, Resolution No. R-2015-30, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
CIP	Construction	Pub Works - Parks	333555-6185	21,300.00	Expense
CIP	Transfer-In	Pub Works - Parks	330000-7023	21,300.00	Revenue
Park Dev	Transfer-Out	Pub Works - Parks	230000-8033	21,300.00	Expense
Park Dev	Fund Balance	Pub Works - Parks	0023-3001	21,300.00	Fund Bal

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED this 19th day of April, 2016.

JEREMY B. YAMAGUCHI, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19th day of April, 2016 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: PUBLIC WORKS MANAGER
DATE: APRIL 19, 2016

SUBJECT: **APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER THE ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CITY OF PLACENTIA CATCH BASIN INSERTS PROJECT PHASE 3**

FISCAL

IMPACT: EXPENSE: MATCHING REQUIREMENT TOTAL IS \$66,700
\$50,974 FROM STORM DRAIN CONSTRUCTION FUND
\$10,354 FROM GENERAL FUND
\$5,372 FROM CALRECYCLE USED OIL PAYMENT PROGRAM FUNDS
REVENUE: \$200,000 FROM OCTA M2
ENVIRONMENTAL CLEANUP GRANT

SUMMARY:

As a part of complying with the City's National Pollutant Discharge Elimination System (NPDES) Permit, the City has installed automatic retractable screens at various locations throughout the City. These devices have proven to be an effective Best Management Practice (BMP) for the City in complying with its NPDES Permit from the Regional Water Quality Control Board. An application has been submitted to OCTA in the amount of \$200,000 for a Phase 3 Catch Basin Inserts Project. In order to secure this funding, the City must adopt a resolution to request and accept funding for the City of Placentia Catch Basin Screen Inserts Project Phase 3. This project will be proposed as part of the Fiscal Year 2016-17 Capital Improvement Program (CIP) Budget.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Adopt Resolution No. R-2016-xx, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 3; and
2. Authorize the City Administrator, or his designee, to execute all documents necessary for securing the grant funding.

1.f.
April 19, 2016

DISCUSSION:

The OCTA M2 Environmental Cleanup Program (ECP) Tier 1 Grant is designed to mitigate the more visible forms of pollutants, such as litter and debris, which collect on the roadways and in the catch basins (storm drains) prior to being deposited in waterways. The ECP Tier 1 Grant consists of grant funding for Orange County local governments to purchase equipment and upgrades for existing catch basins and other related best management practices (BMPs). Examples of qualifying projects include screens, filters, and inserts for catch basins, as well as other devices designed to remove the above-mentioned pollutants.

The City has successfully secured \$131,191.50 in Tier 1 Grant funding during the Fiscal Years 2014-15 and 2015-2016 grant cycle. Funding was used for the acquisition and installation of automatic retractable catch basin screens in Phases 1 and 2. These screens are designed to cover the entire existing curb opening and stop trash and debris from entering the storm drain system. In a rain event, the locking mechanism that secures the screen is automatically opened, which eliminates potential flooding and enables the water to flow into the storm drain system. There are five hundred sixty-three (563) catch basins located throughout the City. Automatic retractable catch basin screens were installed along the major arterial streets such as Kraemer Boulevard, Orangethorpe Avenue, Chapman Avenue, and Melrose Street in Phase 1 and Phase 2. After finalizing Phase 3, staff expects that close to half of the City's catch basins will be in compliance with the Trash Amendment to the local storm water permit requiring devices to be installed to prevent debris from entering the City's waterways.

OCTA issued the Fiscal Year 2016-17 Tier 1 call for projects between February 15 and April 15, 2016. Staff submitted an application for \$200,000 in funding to complete a Phase 3 Catch Basin Inserts project which is proposed to be matched with \$50,974 from the Storm Drain Construction Fund, \$10,354 from the General Fund, and \$5,372 in CalRecycle Used Oil Payment Program funds. The Phase 3 project would provide an additional eighty (80) automatic retractable catch basin screens mainly along major arterial streets such as Orangethorpe Avenue, La Jolla Street, Madison Avenue, Alta Vista Street, and Valencia Avenue. In addition, fifty-five (55) retrofits will need to be completed on existing catch basin screen project locations for the purpose of installing full-capture systems as required by new storm water regulations. OCTA requires approval of a resolution to finalize the application before the OCTA Board of Directors can approve the funding allocation.

FISCAL IMPACT:

OCTA M2 Environmental Cleanup Program Tier 1 Grant requires a local match. The City will use \$50,974 from the Storm Drain Construction Fund, \$10,354 from the General Fund and \$5,372 in CalRecycle Used Oil Payment Program funds to meet the match requirement.

Prepared by:



Ivette Rodriguez
Management Analyst

Reviewed and approved:



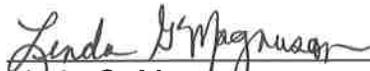
Luis Estevez
Public Works Manager

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Application for OCTA M2 Environmental Clean Up Program for Phase 3 Catch Basin Inserts Project.
2. Resolution Authorizing Application for Funds



ORANGE COUNTY TRANSPORTATION AUTHORITY M2 ENVIRONMENTAL CLEANUP PROGRAM

TIER 1 FUNDING APPLICATION

SECTION ONE: GENERAL PROJECT INFORMATION

Project Title Catch Basin Inserts Project - Phase 3

Lead Agency Information

Local Agency City of Placentia
Project Manager Luis Estevez
Address 401 E. Chapman Ave., Placentia 92870
Phone 714-993-8120
Email lestevez@placentia.org

Funding Request Summary

Total ECP Funds Requested \$ 200,000
Total Local Match \$ 66,667
Total Eligible Project Cost \$ 266,667

Project is part of a larger construction effort

Joint Applicant Information

Local Agency _____
Project Manager _____
Address _____
Phone _____
Email _____

Local Agency _____
Project Manager _____
Address _____
Phone _____
Email _____

Local Agency _____
Project Manager _____
Address _____
Phone _____
Email _____

Local Agency _____
Project Manager _____
Address _____
Phone _____
Email _____

Schedule Information

	<i>Start Date</i>	<i>Completion Date</i>
City Council Approval	_____	_____
Design and Permitting (if applicable)	_____	_____
Award of Contract	<u>9/1/16</u>	<u>9/30/16</u>
Construction/Installation	<u>11/1/16</u>	<u>12/15/16</u>

Application Checklist

Environmental Documentation (as applicable)
Detailed Project Estimate
Location Maps
Project Site Photos
Detailed Project Schedule

Design/Concept Drawings
Joint Applicant Support Documentation
City Council Resolution
City Staff Organization Chart



SECTION ONE: GENERAL PROJECT INFORMATION (CONTINUED)

Project Description

Describe the project location and the Tier 1 type improvements proposed. If the project is included in an existing Integrated Water Management Plan, please provide details on why it was included. *

The City of Placentia's project targets the city's busiest arterial streets that have the highest concentrations of transportation-related pollutants. Placentia has chosen to install G2 Construction's ARS CL12 and full-capture connector pipe screens in eighty (80) catch basins (CBs), and retrofit fifty-five (55) catch basins with full-capture connector pipe screens for our Phase 3. Specifically, our target catch basins focused on high-traffic streets and boulevards such as Orangethorpe Avenue, La Jolla Street, Madison Avenue, Alta Vista Street, and Valencia Avenue. These CBs have the greatest opportunity to reduce transportation related pollution from entering receiving waters and impacting Orange County's surface and groundwater systems. We will continue installing ARS CL12 as the primary method of stopping trash and debris from entering our catch basins. Additionally, we want to install G2's full-capture connector pipe screen (CPS) to protect against anything 5mm or larger from passing out the discharge pipe and into the storm water system. The State's new Trash Amendment will eventually require "full-capture" screening of storm water. Placentia wants to meet our best management practice (BMP) objectives by installing ARS CL12 while also meeting the coming statewide requirements. Placentia will be maximizing the M2 ECP grant funding by meeting both objectives.

After evaluating the 6 "Tier 1 Project Types" (ECP 12.1), we selected the G2 Construction ARS CL12 and CPS with custom fitted fabrication and installation for each stainless steel device in each catch basin (CB). The automatic retractable screen (ARS) devices prevent any object 3/4" or larger from entering the catch basin and prevents 85-95% of debris, trash, and pollutants from ever entering the waterway system. In addition, the CPS devices prevent all objects 5mm or larger from exiting the catch basin and entering the connector pipes and waterways. The ARS CL12™ and CPS devices are approved by and installed in Orange County cities, Los Angeles County (LACDPW), City of LA PW, the San Francisco Bay Area (ABAG), and dozens of cities across Southern California. Additionally, G2's strong history and reputation for completing projects quickly, effectively, on time and with good results weighed on our decision.

We expect a 100% reduction in transportation-related pollution after implementing this solution. This includes the most visible forms of pollutants such as plastic debris (food containers, bags, bottles, toys), trash (cigarette butts, paper, diapers) and vegetative debris (leaves, branches, landscaping) that end up on the roads, sidewalks, and parking areas from storms, wind, and landscape or other watering.

However, we are also targeting less visible pollution from roadway vehicles (hydrocarbons and metals: copper, lead, zinc, etc.), landscaping chemicals (pesticides) and nutrients (phosphorus and nitrogen), and bacteria (animal waste, etc). These pollutants are often absorbed by or bind to the trash, debris, leaves, grass clippings, and sediment that make up the overwhelming majority of pollutant volume that typically enters our CBs that don't have an installed ARS and CPS.

Placentia's bi-weekly street sweeping program will remove all these pollutants that are screened from entering the CB and receiving water. This also significantly decreases the additional pollution caused by decaying vegetation, animal waste, and organic matter sitting on the CB floor or in filter systems requiring continuous cleaning. Trash and debris that make it past the ARS will be caught by the CPS. Our annual catch basin cleaning will remove these pollutants.

Another benefit of these ARS CL12™ installations comes as educational for our residents. Many residents do not understand that catch basins and our storm drain system empty directly into waterways and is not the sewer system. When our residents see installed ARS and CPS devices, they understand that trash and debris should not enter the CB.

Similarly, these installations are close to residential areas and homeowners and landscapers will better understand that grass clippings, vegetation, motor oil, paint, and other pollutants should never be washed or thrown into catch basins.

The City identified G2 Construction's Full Capture System, consisting of both the ARS and CPS devices as the most effective gross pollutant removal device system to reduce the overall pollutant load from City streets. These screening devices inserted at the front and within catch basins have less capital costs, do not create catch basin access issues, have lower ongoing maintenance costs, and reduce the volume of trash, debris, and other pollutants that must be removed from the catch basin during cleaning by the City.

* Use additional pages as needed.



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING

1. Describe the need for the selected BMP(s), including nexus to transportation pollutants, and detail the benefits to water quality the BMP(s) will achieve. **(up to 15 Points)**

The City of Placentia's project targets the city's busiest arterial streets that have the highest concentrations of transportation-related pollutants. Placentia has chosen to install G2 Construction's ARS CL12 and full-capture connector pipe screens in eighty (80) catch basins (CBs), and retrofit fifty-five (55) catch basins with full-capture connector pipe screens for our Phase 3. Specifically, our target catch basins focused on high-traffic streets and boulevards such as Orangethorpe Avenue, La Jolla Street, Madison Avenue, Alta Vista Street, and Valencia Avenue. These CBs have the greatest opportunity to reduce transportation related pollution from entering receiving waters and impacting Orange County's surface and groundwater systems. We will continue installing ARS CL12 as the primary method of stopping trash and debris from entering our catch basins. Additionally, we want to install G2's full-capture connector pipe screen (CPS) to protect against anything 5mm or larger from passing out the discharge pipe and into the storm water system. The State's new Trash Amendment will eventually require "full-capture" screening of storm water. Placentia wants to meet our best management practice (BMP) objectives by installing ARS CL12 while also meeting the coming statewide requirements. Placentia will be maximizing the M2 ECP grant funding by meeting both objectives.

After evaluating the 6 "Tier 1 Project Types" (ECP 12.1), we selected the G2 Construction ARS CL12 and CPS with custom fitted fabrication and installation for each stainless steel device in each catch basin (CB). The automatic retractable screen (ARS) devices prevent any object ¾" or larger from entering the catch basin and prevents 85-95% of debris, trash, and pollutants from ever entering the waterway system. In addition, the CPS devices prevent all objects 5mm or larger from exiting the catch basin and entering the connector pipes and waterways. The ARS CL12™ and CPS devices are approved by and installed in Orange County cities, Los Angeles County (LACDPW), City of LA PW, the San Francisco Bay Area (ABAG), and dozens of cities across Southern California. Additionally, G2's strong history and reputation for completing projects quickly, effectively, on time and with good results weighed on our decision.

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However, we are also targeting less visible pollution from roadway vehicles (hydrocarbons and metals: copper, lead, zinc, etc.), landscaping chemicals (pesticides) and nutrients (phosphorus and nitrogen), and bacteria (animal waste, etc). These pollutants are often absorbed by or bind to the trash, debris, leaves, grass clippings, and sediment that make up the overwhelming majority of pollutant volume. that typically enters our CBs that don't have an installed ARS and CPS.

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SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

2. List each receiving waterway associated with this project. If the receiving waterway is on the 303(d) list of impaired waters, identify the pollutant(s) for which it is listed. **(2 points per waterway; 3 points if waterway is 303(d) listed, up to 12 points)**

The City of Placentia has two (2) different watersheds.

The Santa Ana River Watershed. The runoff from this area flows into the Santa Ana River Channel through Santiago Creek and other various tributaries. Testing has determined these waters to have many impairments. The proposed BMP addresses the following 303 (d) pollutants: Salinity, Chlorides, TDS, as well as turbidity, nitrates and iron. In addition, the CB inserts catch all trash and debris such as bottles, cans, paper, leaves, styrofoam, plastics, etc.

The San Gabriel River-Coyote Creek Watershed. The Coyote Creek Watershed drains approximately 150 square miles of Orange County's northwest and LA's southeast, it is a tributary of the San Gabriel River, and it ultimately empties into the Pacific Ocean. Testing has determined these waters to have many impairments

As reported by Los Angeles County Department of Public Works in "1994-2005 Integrated Receiving Water Impacts Report". (Weston Solutions, Inc., Aug 2005), Coyote Creek's 303(d) list includes (p.4-26): A. Fecal Coliform, B. Total Coliform, C. Algae, D. Total Selenium, E. Dissolved Copper, F. Dissolved Lead, G. Dissolved Zinc, H. Abnormal Fish Histology, I. Toxicity

However, these additional constituents not on the 303(d) list are also of concern: J. Cyanide and K. Enterococcus

The EPA's Region IX report "Total Maximum Daily Load for Metals and Selenium for San Gabriel River and Impaired Tributaries" (3/26/07), showed wet weather data demonstrates that Coyote Creek has 303(d) impairments for:

1. Copper, 2. Lead, 3. Zinc, 4. Selenium, 5. Diazinon (pesticide)

3. List the pollutant(s) that would be addressed by the proposed project *and* the source(s) generating those pollutants. **(2 points per pollutant and source; 3 points if the pollutant is on the 303(d) list for any receiving waterways identified in Question 2, up to 16 points)**

The proposed project would address the following pollutants but not limited to:

Primary Pollutants - plastics (food containers, bags, bottles and toys), trash (paper, cigarette butts and diapers), vegetative debris (leaves, branches and grass clippings) and construction waste (sediment, wood and concrete)

Secondary Pollutants (absorbed or attached to primary) - vehicles (hydrocarbons, copper (metal), cadmium, zinc and rubber) and miscellaneous (pathogens/bacteria, pesticides, nutrients and organic compounds)



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

4. How effectively will the proposed project deal with the more visible forms of pollutants, such as a litter and debris? *(up to 10 points)*

Our proposed ARS and CPS project is the most effective solution for stopping the most visible forms of pollutants from entering the storm water system. First, the ARS CL12™ stops everything 3/4" or larger from entering the catch basin and our weekly street sweeping program removes this debris quickly. The CPS devices stop everything 5mm and larger from exiting the catch basin and entering the connector pipe and waterways. These visible pollutants and the variety of pollutants that attach to it or are absorbed by it are extracted from the water system before ever entering the connector pipe and waterways.

Secondly, because these devices are so cost effective, Placentia can have them installed throughout the city. With 80 catch basin ARS CL12™ and CPS installations and 55 retrofit CPS installations, we can cover a much greater area than with any other BMP. We expect to collect much more of the visible pollutants before they ever make it into the catch basins.

The City of Placentia is looking to the future. We think that installing ARS will educate people living and working in Placentia to choose not to pollute and to become more environmentally conscious. Many people do not understand that catch basins and our storm drain system empties directly into waterways and not into the sewer system. When our residents see installed ARS and CPS screens they understand that trash and items should not enter the CB.

Similarly, when our residents see installed ARS screens they will better understand the need to keep pollutants out of the CBs and do their part to promote environmental stewardship. In addition, homeowners and landscapers will better understand that grass clippings, foliage, motor oil, paint, and other pollutants should never be washed or thrown into CBs. Introduction of the ARS systems and CPS screens, and the education they provide will have both a short and long term impact on our water quality.

5. What other BMP types were considered for this project? Why was the proposed BMP chosen? *(5 points)*

Placentia has considered many other BMPs :

1. Filter systems inside the catch basin (Bio Clean and G2 Construction's EDC13).
2. Continuous deflection separators (CDS)
3. Retention and detention basins
4. Porous pavement
5. Irrigation Systems

We selected the ARS CL12™ and CPS for this project because it delivers greater value than the other options. It is important to prevent pollution from getting into the CBs, and the low cost for custom fabricated and installed systems allows for a high number of CBs to be installed. The maintenance of these top-hinged ARS devices will not require as much time and resources to maintain and operate.

Additionally, the public awareness impact of residents and visitors seeing strong, stainless steel screens installed on our CBs sends a powerful message (see #1).



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

- 6. Provide information on proposed BMP performance efficiency and/or effectiveness, including pollutant capture, storage capacity, flow capacity, etc. **(up to 6 points)**

According to ARS CL12™ manufacturer, G2 Construction, their ARS and CPS devices have been proven effective over the past 12 years over thousands of installations.

Performance Effectiveness:

ARS CL 12 - 92% reduction in litter, debris, and pollutants (average)

CPS - 99% reduction in litter, debris, and pollutants (average)

Storage Capacity

ARS CL 12 - Does not "capture", works in combination with street sweeping

CPS - Size of the catch basin to the height of the CPS. 44 cubic feet (average)

[See attached Equipment Design and Specifications Report]

Performance.

Real world research performed on installed ARS devices show:

1. City of Laguna Hills has installed G2's ARS every year since 2005. Laguna Hills installed G2's ARS while participating in the Sulphur Solution Project, and post-install measurements showed CB volumes for "soil/ muck/ sediment" dropping by 81%. This type of material is rich with pollutants such as heavy metals, bacteria, nutrients, hydrocarbons.
2. The City of West Hollywood has installed ARS devices annually for the past decade. West Hollywood's 2009 Ballona Creek Watershed Report cites a monitoring program, funded by the California State Coastal Conservancy, showing that ARS devices achieved a 95% reduction in annual trash from entering the storm drain system. Additionally, a City of Los Angeles DPW 2006 study of installed ARS devices found an 86% overall effectiveness rate.

Flow Capacity.

G2's ARS CL12™ was tested in October, 2012 by LACDPW at their BMP testing site at San Gabriel dam. A battery of 10 tests were performed including water flow rates ranging from .25 to 5.0 cubic feet per second (CFS). G2's ARS CL12™ passed testing at all flow ranges. LACDPW's Design Division concluded the device met all requirements for performance and safety for installation in County owned CBs.

Each 3.5 foot width ARS will screen more than 160 gallons of storm water per minute.

- 7. Project Readiness: The project schedule will be reviewed by the evaluation committee to determine when the proposed BMP will be operational following OCTA Board of Director's approval. Points will be assigned as follows:

<4 Months **(6 points)**

4 - 8 months **(4 points)**

8 - 12 months **(2 points)**

>12 months **(1 point)**



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

8. Will the project provide any secondary benefits beyond water quality improvement (i.e., water-use efficiency, public awareness, flood control, recreation, habitat, sustainability)? **(up to 5 points)**

Our proposed project has many benefits in addition to water quality. The ARS will be installed in locations throughout our downtown and on the major roadways leading into and out of the city. We expect the installed devices will be seen by Placentia's residents and visitors as a progressive step to improve the environment. This will lead to increased community pride, promote environmental stewardship, and increase storm water quality awareness.

Another benefit of these ARS CL12™ installations comes as a means of education for our residents. Many residents do not understand that the CBs and our storm drain system empty directly into waterways and is not treated similar to the sewer system. When our residents see installed ARS screens they will better understand the need to keep pollutants out of the CBs and do their part to promote environmental stewardship. In addition, homeowners and landscapers will better understand that grass clippings, foliage, motor oil, paint, and other pollutants should never be washed or thrown into CBs. Introduction of the ARS systems and the education they provide will have both a short and long term impact on our water quality.

9. What is the methodology for measuring pollutant reduction before and after the BMP is implemented? How frequently will monitoring and performance assessment occur? **(up to 10 points)**

We will use two methodologies for measuring pollutant reduction:

1. We will use historical information on the amount of debris removed from these CBs in recent years. Use of available objective data and subjective interviews with our CB cleaners. We will also measure the debris removed from the CBs before these ARS devices are installed. This will provide a direct apples to apples comparison. The frequency of monitoring will be on each CB cleaning, and an overall performance assessment will be made annually.

2. Visual observations in front of the ARS screens and the amount of debris prevented from entering the CB will be performed at least monthly. The review of litter, debris, and organic waste will entail recording observations of what the accumulation is composed of. The accumulation will be weighed to measure how much debris has been screened from entering each CB due to the ARS. This information will be included in the annual performance assessment.



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

10. Provide an operations and maintenance plan for the lifespan of the proposed project. Include schedule of inspections, cleaning, removal and disposal of pollutants, repairs, etc. **(up to 15 points)**

The City of Placentia's Department of Public Works will clean the debris collected at the CBs on a bi-weekly basis through our ongoing street sweeping operations. Also, each of the City's 563 CBs are cleaned annually. The materials are collected and disposed of at the City Yard, which is considered by the County of Orange as a limited volume transfer station.

For the 10 to 20 year lifespan of the ARS CL12™ and CPS, Public Works employees will inspect the condition of the ARS and CPS units a minimum of four times per year. As recommended by the manufacturer, we will inspect the ARS locking mechanism at least annually.

Following each significant storm event, we will visually inspect the ARS devices from the exterior of the catch basin to check for open, damaged, or clogged screens. If found, any material lodged between the screen and curb, or in the screen, will be removed. The screen should return to the default / locked position. If we have any problems identified, then we'll make any fixes that are easy and will follow the manufacturer's operations and maintenance guidelines.

11. **BONUS:** How many different Tier 1 type BMPs are currently installed within the local agency's jurisdiction, excluding BMP's funded by previous ECP grants. **(1 point per BMP type, up to 5 points)**

N/A

12. **BONUS:** Are local matching funds in excess of the 25% minimum being proposed? If yes, at what percentage? **(.5 point for each 5% cash overmatch, up to 5 points)** *Note: overmatch bonus points can only be granted to projects whose match is entirely cash, no in-kind services.*

N/A



SECTION THREE: FUNDING

Project Budget Summary

Total capital costs	\$ 200,000
Total services costs	\$ _____
Project administration	\$ _____
Total eligible project costs*	\$ 200

* A detailed estimate must be included with the application

Funding Request/Match Summary

Total ECP Funds Requested	\$ 200
Local Match (CASH)	\$ _____
Local Match (In-kind)	\$ _____
Total Local Match	\$ 66,667
Local Match %	% 25
Total project	\$ 266.667

Match Sources

In-Kind Services: If in-kind services are being pledged as match, please provide details on how in-kind services are calculated. Include the anticipated amount of in-kind services per year.

Local match will be provided with the City's Storm Drain Construction Fund as well as the City's Maintenance Fund.

Storm Drain Construction Fund: \$50,974

Maintenance Fund: \$10,354

Other Grants: Non-M2 competitive grants may be used as match. Any grants used as match must be dedicated to the project for match credit to be received. Please list the name and amount of the grants being proposed as match.

CalRecycle's Used Oil Payment Program (OPP cycle 6) will be used as match for the project.

OPP 6: \$5,372

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CITY OF PLACENTIA CATCH BASIN INSERTS PROJECT, PHASE 3

A. Recitals.

(i) Orange County Local Transportation Ordinance No. 3, dated July 24, 2006, and is known and cited at the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange county beaches and waterways from transportation-generated pollution (urban runoff) and improve water quality.

(ii) The Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation of catch basin Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects.

(iii) Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals.

(iv) The City of Placentia possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project.

(v) The City Council of the City of Placentia hereby authorizes the nomination of the Catch Basin Inserts Project Phase 3 including all understandings and assurances contained therein, and authorizes the person identified as the official representative of the City of Placentia to act in connection with the nomination and to provide such additional information as may be required.

(vi) The City of Placentia shall maintain and operate the equipment acquired and installed.

(vii) The City of Placentia will provide OCTA representatives access to and the right to examine all records,

books, papers or documents related to the funded Tier 1 Grant Project.

(viii) The City of Placentia shall comply, as applicable, with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules, and/or regulations.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.

2. The City Council of the City of Placentia hereby authorizes the City Administrator as the official representative of the City of Placentia to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Catch Basin Inserts Project, Phase 3.

3. The City of Placentia, agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

4. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 19TH day of April 2016.

JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO
HEREBY CERTIFY that the foregoing Resolution No. was adopted at
a regular meeting of the City Council of the City of Placentia,
held on the 19TH day of April, 2016, by the following vote:

AYES: - COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF FINANCIAL OFFICER
DATE: APRIL 19, 2016

SUBJECT: **SECOND READING - ADDITION OF CHAPTER 3.095 ("LOCAL BUSINESS PREFERENCE PROGRAM") OF TITLE 3 OF THE PLACENTIA MUNICIPAL CODE, PERTAINING TO PURCHASES OF EQUIPMENT, GOODS, SUPPLIES AND SERVICES ORDINANCE**

FISCAL
IMPACT: None.

SUMMARY:

The City's Charter requires that bids be obtained on most purchases of equipment, goods, supplies and services. An award of contract is typically provided to the lowest responsive, responsible bidder with no consideration given to whether a business is based in Placentia. In an effort to promote economic development and encourage the use of local businesses for City purchases, the City Council is being asked to adopt a "Local Business Preference Program". The proposed "Local Business Preference Program" would provide a five percent (5%) price advantage to local Placentia businesses when the City solicits bids for equipment, goods, supplies and services. The City Council approved first reading of the proposed ordinance at the April 5, 2016 meeting.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Waive full reading, by title only, and adopt Ordinance No. O-2016-XX, an Ordinance of the City Council of the City of Placentia, adding Chapter 3.095 ("Local Business Preference Program") of Title 3 of the Placentia Municipal Code, pertaining to purchases of equipment, goods, supplies and services.

DISCUSSION:

Throughout the year, the City contracts for the purchase of equipment, goods, supplies and services from many vendors; however, during the City's procurement process, no consideration is given to whether or not a company is based in Placentia. In order to promote economic development, it is important that the City strongly consider local businesses when obtaining bids for its equipment, goods, supplies and services. This consideration encourages local business growth and supports local jobs within the community. In addition, maintaining businesses within the City provides increased sales tax, and contributes to the local economy. To encourage the

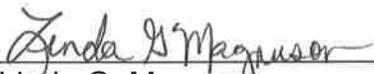
1.g.
April 19, 2016

patronage of local businesses, Staff is proposing that the City's purchasing policy be changed to provide for a local business preference.

The proposed "Local Business Preference Program" would provide a five percent (5%) price advantage (up to \$25,000) in the evaluation of a contractor's total bid price. In other words, the City can reduce the total bid price of a Placentia business by five percent (5%) in a competitive bid process, with a maximum reduction of \$25,000. This preference can be provided to a qualifying business as long as there is no violation of state or federal law. The local preference would only apply to contracts involving the expending of funds entirely within the City's control. Therefore the local preference shall not apply to contracts involving the use of state or federal funds, if the granting of a local preference is prohibited.

The granting of a local preference will remain at the sole and absolute discretion of the City. The City will retain the right to deny a local business preference in any situation where it would not be in the City's best interest or where it is unclear whether the requirements of the program have been met. The City Administrator shall be responsible for making all determinations related to this program. Decisions of the City Administrator may be considered for review by the City Council at its discretion. Contractors will have no recourse against the City related to the denial of any local business preference.

Prepared by:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Reviewed and approved:



Christian L. Bettanhausen
City Attorney

Attachment:

Ordinance No. O-2016-XX

ORDINANCE NO. O-2016-__

AN ORDINANCE OF THE CITY COUNCIL OF PLACENTIA, ADDING CHAPTER 3.095 ["LOCAL BUSINESS PREFERENCE PROGRAM"] OF TITLE 3 OF THE PLACENTIA MUNICIPAL CODE, PERTAINING TO PURCHASES OF EQUIPMENT, GOODS, SUPPLIES AND SERVICES

WHEREAS, the City has a substantial interest in leveraging, to the greatest extent possible, the money it spends yearly contracting with private firms for equipment, goods, supplies and services to and for the benefit of the City and its residents; and

WHEREAS, the City has a substantial interest in encouraging business to locate and remain in the City, and thereby enhance employment opportunities for persons living in the City; and

WHEREAS, the City has a substantial interest in leveling the playing field among those local entities competing for City contracts, to decrease local unemployment, and to increase its revenues; and

WHEREAS, significant benefits are associated with a local business preference program, including, but not limited to, an increase in local jobs, and an increase in expenditures and sales tax revenues in the local private sector; and

WHEREAS, a local business preference program assists those businesses located in the City by contributing to the economic health of the City and its residents, and the bid preference provided by this ordinance does not unduly hamper non-local businesses in the contracting process; and

WHEREAS, the local business preference programs provided by this ordinance is a narrowly tailored preference program designed to encourage local businesses to compete for City contracting opportunities, to locate operations in the City, and to refrain from relocating once established in the City;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: Chapter 3.095 ["LOCAL BUSINESS PREFERENCE PROGRAM"] of Title 3 of the Placentia Municipal Code is hereby to be added as follows:

CHAPTER 3.095 LOCAL BUSINESS PREFERENCE PROGRAM

3.095.010	<u>Definitions.</u>
3.095.020	<u>Award of Local Business Preference.</u>
3.095.030	<u>Qualified Local Business.</u>
3.095.040	<u>Application of the Preference to Bids.</u>
3.095.050	<u>Additional Requirements.</u>
3.095.060	<u>Effect of Failure to Maintain Status as Local Business.</u>
3.095.070	<u>Enforcement.</u>
3.095.080	<u>Quality and Fitness.</u>
3.095.090	<u>Application.</u>
3.095.010	<u>Definitions.</u>

For the purposes of this Section, the following definitions apply:

(a) "Awarding Authority" means the City Council or any officer or employee of the City authorized to award or enter into any Contract, as defined in this Section, on behalf of the City.

(b) "Bid" means any response to a City solicitation for bids.

(c) "City" means City of Placentia

(d) "Contract," for purposes of this Chapter only, means a written agreement for the purchase of equipment, goods, supplies or services by or for the benefit of the City.

(e) "Contractor" means a person, business, or entity submitting a bid, seeking to be awarded a City Contract.

(f) "County" means the County of Orange.

(g) "Local Business" means a business entity that meets all of the criteria established under this Chapter.

(h) "Principal Place of Business" means a location where a business maintains a physical office and through which it obtains no less than twenty five percent (25%) of its gross annual receipts.

(i) "Proposal" means any response to a City solicitation for proposals.

3.095.020 Award of Local Business Preference.

(a) In the competitive bidding process Awarding Authorities are authorized to extend a Local Business Preference to Contractors qualifying as a Local Business in accordance with the requirements of this Chapter.

(b) Local Business Preferences shall only be granted on City Contracts involving the procurement of equipment, goods, supplies or services. A Local Business Preference shall not be granted in any situation where it would otherwise be prohibited under state or federal law.

(c) If granted, the Local Business Preference shall be in the form of a five percent (5%) price advantage in the evaluation of a Contractor's total Bid price. In no event shall a Local Business Preference exceed a maximum price advantage of twenty five thousand dollars (\$25,000) in the evaluation of a Contractor's bid. The Local Business Preference shall be used for the sole purpose of determining the lowest bid.

(d) Before a Contractor can be considered for Local Business Preference, it must certify in its Bid that it qualifies as a Local Business in accordance with the requirements of this Chapter. The certification shall be submitted on a form prepared by City for this purpose. The Contractor's certification shall constitute an application to the City, seeking a determination whether the Contractor qualifies as a Local Business for the purpose of the Contract being bid. The certification, and all information submitted in support thereof, shall be submitted by Contractor under penalty of perjury. The City shall not be required to verify the accuracy of the certifications or the supporting information, but it may do so. City shall have sole and absolute discretion to determine if a Contractor qualifies. City retains the right to deny a Local Business Preference in any situation where it would not be in the City's best interest, or where it is unclear whether the requirements of this Chapter have been met. The City Administrator shall be responsible for making all determinations under this Section, and the City Administrator's decision shall be final. Decisions of the City Administrator may be called up for review by the City Council, in its discretion. Contractors shall have no recourse against City related to the denial of any application for certification, or the denial of a Local Business Preference.

(e) Qualification as a Local Business on one Contract shall not automatically qualify a Contractor for future Contracts, but prior qualification is a factor which may be considered. If a Contractor affirms under penalty of perjury that no information has changed since its last certification, information previously submitted may be considered for purposes of qualification under a new Contract.

3.095.030 Qualified Local Business.

To qualify as a Local Business a Contractor must satisfy all of the following criteria:

(a) The Contractor must have a valid Placentia business license.

(b) The Contractor must have a Principal Place of Business located within the City limits, and the Contractor must have been lawfully conducting its business primarily from that location for at least six (6) months prior to the initial solicitation of Bids or Proposals for the Contract at issue. The Contractor must submit proof of local occupancy by supplying evidence of a lease, deed or other documentation satisfactory to the City. A post office box shall not be used or considered for purposes of qualifying as a Local Business.

(c) If the Contract will involve the payment of any sales taxes, no Local Business Preference will be granted unless the primary point of sale for the Contract is located within the Placentia City limits.

(d) The Contractor must submit evidence that its business is in full compliance with all local laws, is current on all applicable licensing requirements, and is not otherwise delinquent on the payment of any fees, taxes or other amounts owed to the City.

(e) Status as a Local Business must be reestablished for each new Contract.

3.095.040 Application of the Preference to Bids.

The Local Business Preference shall be applied to Bids and Proposals in the following manner:

(a) The City is authorized to give a Local Business Preference to a responsive and responsible bidder which has qualified as Local Business, but only when it is awarding a

Contract for the purchase of equipment, goods, supplies or services. The Local Business must be able to provide the equipment, goods, supplies or services in a manner and quality which meets the City's Bid specifications.

(b) When applying the Local Business Preference to a Bid or Proposal, the Awarding Authority shall reduce the total price Bid by the qualifying Contractor by five percent (5%), with a maximum reduction of twenty five thousand dollars (\$25,000). The resulting amount shall be deemed the amount Bid by that Contractor for the sole purpose of evaluating the lowest bidder. If the Contractor is ultimately awarded the Contract, the Contract price shall be the original amount Bid not taking into account any Local Business Preference granted.

(c) If, after allowing a Local Business Preference, two or more bids are determined to be substantially equal, the Awarding Authority, in its discretion, may award the Contract to either party.

3.095.050 Additional Requirements.

The preferences authorized under this Chapter shall be subject to the following additional requirements:

(a) This Chapter neither creates a right to receive a Local Business Preference, nor the duty to grant a Local Business Preference.

(b) This Chapter only applies to Contracts involving the expenditure of funds entirely within the City's control. This Chapter shall not apply to Contracts involving state or federal funds, if the granting of a local preference is prohibited.

(c) This Chapter shall not apply to Contracts which are required under state, federal or local law to be granted to the lowest responsible bidder, or in any situation where the granting of a Local Business Preference would be legally impermissible.

(d) Local Business Preferences shall not be granted:

(1) On any sole source contracts;

(2) On Contracts awarded under emergency or other noncompetitive circumstances;

- (3) On any Contract where the Awarding Authority has determined, in its sole discretion, that the granting of a Local Business Preference would not be in the City's best interests.

3.095.060 **Effect of Failure to Maintain Status as Local Business.**

(a) Any Contractor granted a Local Business Preference must continue to maintain its qualifications as a Local Business for the duration of the Contract for which the preference was granted. Contractors shall have an affirmative duty to notify City if facts change, such that the Contractor no longer qualifies as a Local Business.

(b) If a Contractor fails to maintain its qualifications under this Chapter, the City shall be entitled to both withhold and recover from the Local Business an amount equal to the value of the Local Business Preference granted. The City may also withhold and recover any other costs reasonably incurred by the City as a result of the Contractor's failure to maintain its qualifications under this Chapter. Prior to seeking to withhold or recover funds, City must provide fifteen (15) days prior written notice and opportunity to cure the violation to the Contractor.

(c) The remedies available to the City under this Chapter are cumulative to all other rights and remedies available to the City under law.

3.095.070 **Enforcement.**

(a) No person or Contractor shall knowingly, and with an intent to defraud, obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain, certification as a Local Business for the purpose of this Chapter.

(b) No person or Contractor shall willfully and knowingly make a false statement, with the intent to defraud, whether by certification, affidavit, report or other representation, to a City official or employee for the purpose of influencing a City decision to grant or deny certification as a Local Business.

(c) Any Contractor that has obtained City certification as a Local Business by reason of having furnished false or misleading information, or by reason of having withheld information where the Contractor knew or should have known the

information was false or misleading or that the information withheld was relevant to the City's determination, and as a result the Contractor was awarded a City Contract to which it would not otherwise have been entitled, shall:

- (1) Immediately pay the City the difference between the full value of the Contract awarded to the Contractor and the amount that would have been incurred by City if the Contract had been awarded to the lowest qualified bidder without taking the Local Business Preference into account;
- (2) In addition, Contractor shall pay the City an amount equal to five percent (5%) of the amount of Contractor's bid; and
- (3) Be subject to debarment from future award of Contracts from the City.

(d) The requirements of this Section shall be clearly explained in Contractor's application seeking certification as a Local Business, and shall be signed by Contractor.

3.095.080 Quality and Fitness.

Nothing in this Chapter shall be construed to limit or restrict the City's right and obligation to compare the quality and fitness of all supplies, materials, equipment and services proposed to be purchased by City, or the duty to review and compare the character, responsibility, fitness and qualifications of all Contractors submitting Bids or Proposals to the City. Furthermore, the preferences authorized in this Chapter shall not be construed to limit the City's ability to grant any other preferences authorized by law.

3.095.090 Application.

This Chapter shall only apply to Contracts first solicited by City on or after June 1, 2016.

SECTION 3: Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 4: Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or

otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

PASSED and ADOPTED this 19th day of April, 2016.

JEREMY B. YAMAGUCHI
MAYOR

ATTEST:

PATRICK J. MELIA
CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 5th day of April, 2016 and was finally adopted at a regular meeting held on the 19th day of April, 2016, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM

CHRISTIAN L. BETTENHAUSEN
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: APRIL 19, 2016

SUBJECT: **OCTA SENIOR MOBILITY PROGRAM AGENCY SERVICE PLAN FOR FISCAL YEAR 2016-17**

FISCAL
YEAR: EXPENSE: \$68,169

REVENUE: \$54,535 Measure M Senior Mobility Program
\$13,634 Matching AQMD Funds

SUMMARY:

The Senior Mobility Program (SMP) provides for free transportation to individuals in the Placentia community 60 years of age and older. The program is provided in partnership with the Orange County Transportation Authority (OCTA) through a contribution of Measure M2 grant funding. Recently, the OCTA has updated the service guidelines for participating jurisdictions and has provided new Agency Service Plans for the 2016-17 Fiscal Year to all participating Orange County cities. Currently, the Senior Mobility Program is the only source of transportation for the seniors of the Placentia community provided through the City of Placentia. This action approves the Senior Mobility Program Agency Service Plan for the provided in partnership with the Orange County Transportation Authority for the 2016-17 Fiscal Year and approves the allocation of the twenty percent (20%) match from the Air Quality Management District (AQMD) funding source.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Approve the Orange County Transportation Authority Senior Mobility Program (SMP) Agency Service Plan for Fiscal Year 2016-17; and
2. Authorize the City Administrator to execute the necessary documents, subject to City Attorney approval; and
3. Approve the 20% match from the Air Quality Management District (AQMD) funding source for a total of \$13,634 for Fiscal Year 2016-17.

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DISCUSSION:

The Senior Mobility Program (SMP) provides funding to support local community-based transportation service for seniors. A formula funding allocation was established for all Orange County local jurisdictions based upon their senior population. The senior population is determined by Census data. One percent (1%) of M2 net sales tax revenue is used to fund the program and local jurisdictions must provide a minimum twenty percent (20%) local match of the total annual program expenditures. Participating jurisdictions shall submit to OCTA a SMP Service Plan which defines program services. The goals of the Senior Mobility Program are to allow local jurisdictions to develop and implement senior transportation services to serve their community and to provide transit options for seniors which complement rather than duplicate OCTA fixed route and ACCESS services. Jurisdictions have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or contracted service providers. Currently, the transportation company contracted for the Senior Transportation Program in the City of Placentia is Western Transit Services.

FISCAL IMPACT

Funding for the Senior Mobility Program is identified as one percent (1%) of M2 net sales tax revenue and will be allocated to eligible local jurisdictions based upon the participating jurisdiction's percentage of the senior population of the county. Senior population is determined by using the most current official Census information provided by the U.S. Census Bureau. Participating jurisdictions must provide a minimum twenty percent (20%) local match of the total annual program expenditures. Total annual program operating expenditures is estimated to be \$68,169 for fiscal year 2016-17. The 20% match provided by the City through AQMD funds shall be approximately \$13,634 for fiscal year 2016-17. The approximate allocation of M2 funds to be distributed to the City is \$54,535 for fiscal year 2016-17. No General Fund monies will be used on this project.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



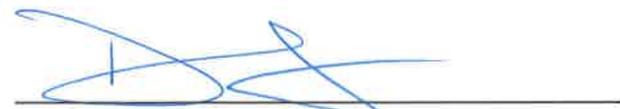
Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. OCTA Senior Mobility Program Agency Service Plan



Senior Mobility Program Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency City of Placentia Date 3/29/16
Program Contact Verónica Ortiz Phone 714-993-8222
Email vortiz@placentia.org

Service Description:

1. Program goals and objectives:

Program goals and objectives include:

1. To provide safe and reliable transportation to the Senior Community Center on a daily basis.
2. To provide an opportunity for the seniors of the community to have access to a nutrition program that also allows for social interaction.
3. Offer recreational excursions to the seniors of the community.
4. Increase Senior Center participation by offering transportation services to different community events.
5. Provide the seniors of the community with an opportunity to participate in healthy active exercise programming offered at the Senior Community Center.

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Directly-Operated | <input type="checkbox"/> Subsidized Taxi Program |
| <input checked="" type="checkbox"/> Contract Service Provider | <input type="checkbox"/> Other (Please Describe) |
| <input type="checkbox"/> Volunteers | |

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Senior Center | <input checked="" type="checkbox"/> Personal Care |
| <input checked="" type="checkbox"/> Nutrition | <input checked="" type="checkbox"/> Shopping |
| <input checked="" type="checkbox"/> Medical | <input checked="" type="checkbox"/> Social / Recreation (Please Describe) |

Social/Recreational excursions would include trips to the Concerts in the Park series located within the City limits and outings to the El Dorado High School Performing Arts Center also located within the City limits.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

Yes No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

5. Fare structure:

We do not collect fees for transportation from our participants. Fees may be collected for recreational excursions not through the City of Placentia.

6. Number of vehicles:

1

7. Projected annual ridership:

3200

8. Source(s) of 20 percent match funding:

The 20% funding match will come from AQMD (Air Quality Management District).

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

Name: _____

Title: _____

OCTA REPRESENTATIVE

Name: _____

Title: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ORANGE COUNTY FIRE AUTHORITY DIVISION CHIEF

DATE: APRIL 19, 2016

SUBJECT: **AMENDMENT OF CONTRACT BETWEEN THE CITY OF PLACENTIA AND ORANGE COUNTY FIRE AUTHORITY FOR IMPROVED EFFICIENCY SAVINGS AND COST SAVINGS**

FISCAL
IMPACT: SAVINGS IN FY 2016-17 \$116,000
SAVINGS IN FY 2017-18 \$116,000

SUMMARY:

The City of Placentia contracts with the Orange County Fire Authority (OCFA) for fire protection and paramedic services. This item is submitted for City Council consideration of a moderate change to the fire service model. The change would consist of relocating one fire truck currently located at Placentia Station No. 34 on Valencia Avenue to Yorba Linda Station No. 10 and adding an additional firefighter/paramedic to Placentia Station No. 35 on Bradford Avenue. This adjustment would improve local and regional efficiency while at the same time reducing Placentia's contract services cost with the OCFA in the amount of \$232,000 over the next two (2) fiscal years.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the change in the Orange County Fire Authority service delivery model; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

As the OCFA continues to evaluate fire and emergency service delivery models throughout its jurisdiction, an option has emerged within the cities of Placentia and Yorba Linda to continue enhancing services to this area. OCFA recently obtained Board approval for funding in the Capital Improvement Plan to build a replacement Fire Station 10 (FS10) in the City of Yorba Linda. With the new/replacement of FS10, project plans, and service goals include a targeted movement of Truck 34 (Placentia) to FS10 (Yorba Linda), and conversion of Engine 35 (Placentia) from a three-person Paramedic Assessment Unit (PAU) to a four-person Paramedic Engine. These changes will augment services to the region by providing for a single unit response for the majority of the emergency medical service calls. As observed in past service delivery enhancements, it is

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anticipated there will be an improvement in Advanced Life Support response times with the single unit response, which will aid Placentia's residents.

The movement of Truck 34 to FS10 in Yorba Linda results in a reduction to Placentia's contract cost. The movement of Truck 34 to FS10 will centrally locate this specialty resource to provide enhanced coverage to the entire battalion (Placentia and Yorba Linda). Further, as noted, a firefighter/paramedic position will be added to Placentia's downtown Station No. 35 enhancing it to a paramedic engine company.

With these proposed changes in service configurations, costs will be shifted from Placentia's service charge to the structural fire fund under a phased plan estimated to occur over two-three years. Under the phased plan, OCFA's cash contract revenue from Placentia will be reduced by \$116,000 in FY 2016/17 and an additional \$116,000 in FY 2017/18, for a total savings of \$232,000.

FISCAL IMPACT:

As resources are being relocated from the City of Placentia to the adjoining fire station in Yorba Linda this will provide enhanced regional service delivery to the area. In addition, costs will be shifted from Placentia's service charge resulting in a savings to the City. Under the phased plan, Placentia's contract service charge will be reduced by \$116,000 in FY 2016-17 and an additional \$116,000 in FY 2017-18.

Prepared by:

Reviewed and approved:



for Randy Black
Division Chief
Orange County Fire Authority

for Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Damien R. Arrula
City Administrator

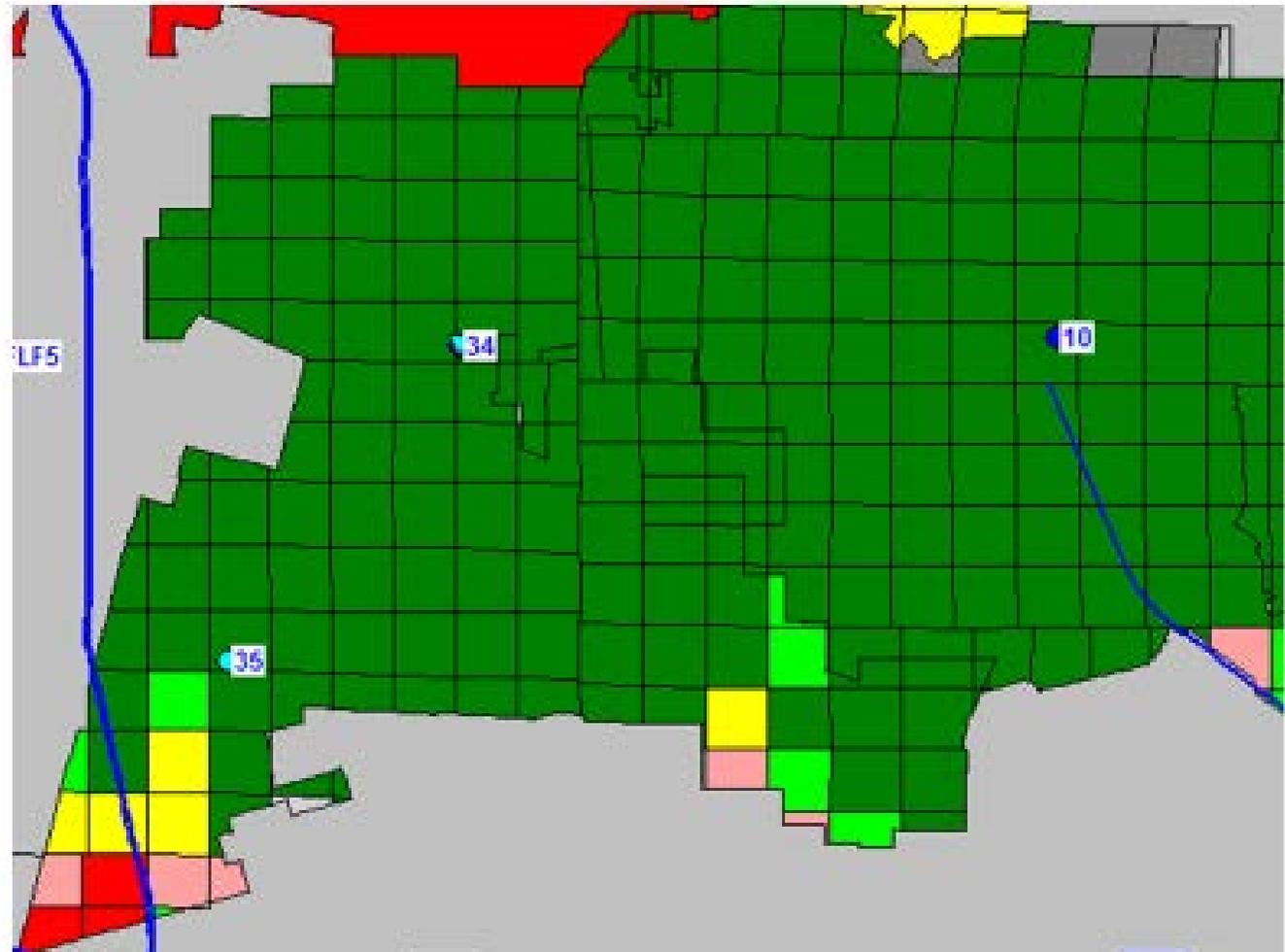
Attachment:

1. Agreement Map

Placentia Stations

FS 34 and FS 35

Current Paramedic coverage



Placentia paramedic coverage with the proposed change of E-35 to a paramedic engine.

