Regular Meeting Agenda
October 3, 2023

Placentia City Council
Placentia City Council Acting as Successor Agency to the Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
Placentia Public Financing Authority

Mayor Ward L. Smith
District 5

Mayor Pro Tem Jeremy B. Yamaguchi
Councilmember
District 3

Kevin Kirwin
Councilmember
District 2

Rhonda Shader
Councilmember
District 1

Chad P. Wanke
Councilmember
District 4

Robert S. McKinnell
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
Fax: (714) 961-0283
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 ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
October 3, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Kirwin
Councilmember/Board Member Shader
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Yamaguchi
Mayor/Board Chair Smith

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.

1. Pursuant to Government Code Section 54956.9 (d)(1):
   CONFERENCE WITH LEGAL COUNSEL – CLAIM
   Claim No. 3037302; Claimant: Christina Goddard

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

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
October 3, 2023
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Kirwin
Councilmember/Board Member Shader
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Yamaguchi
Mayor/Board Chair Smith

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Fire Engineer Samuel Listoe

PRESENTATIONS:

a. Proclamation of October 8-14, 2023 as Fire Prevention Week
Presenter: Mayor Smith and City Council Members
Recipient: Fire Marshal Amanda Horner

b. Proclamation of October 2023 as Domestic Violence Awareness Month
Presenter: Mayor Smith
Recipient: Radiant Futures Representative

c. Certificate Honoring Anne Nunes, Lawn Bowling Champion
Presenter: Mayor Smith and City Council Members
Recipient: Placentia resident Anne Nunes

d. Presentation by City of Hope Orange County
Presenter: Lisa O'Neill Hill, Director of External Communications, City of Hope

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

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.g.):
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 2023-24 Registers for October 3, 2023**
Check Register
Fiscal Impact: $2,130,132.23
Electronic Disbursement Register
Fiscal Impact: $1,669,786.81
Recommended Action: It is recommended that the City Council:
1) Receive and file.

1.c. **Lease Agreement and Cooperation Agreement Between the City of Placentia and the Placentia Chamber of Commerce for Real Property Located at 120 S. Bradford Avenue (APN: 339-052-29)**

Fiscal Impact:	Expenses:	$25,000	Cooperative Agreement
	Funding:	$25,000	FY 2023-24 Operating Budget (101534-6403)
	Revenue:	$ 5,052	Annual Lease Payment (101534-4711)

Recommended Action: It is recommended that the City Council:
1) Approve the Lease Agreement between the City of Placentia and the Placentia Chamber of Commerce for real property located at 120 S. Bradford Avenue for a term ending on October 1, 2028; and
2) Approve the Cooperation Agreement between the City of Placentia and the Placentia Chamber of Commerce for a term ending on October 1, 2028; and
3) Authorize the City Administrator and/or his designee to make non-substantive changes as necessary and execute the Agreements on behalf of the City, in a form approved by the City Attorney.

1.d. **Amendment No. 3 to Professional Services Agreement with Transtech Engineers Inc. for On-Call Construction Management and Inspection Services**

Fiscal Impact:	Expense:	$ 8,000.00	Amendment Amount
	Available Budget:	$ 631,501.30	Fiscal Year 2023-24 CIP Budget (332908-6741)

Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 3 to the Professional Services Agreement with Transtech for an additional $8,000, for a cumulative contract not-to-exceed amount of $333,000; and
2) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

1.e. **Contract Change Orders No.8 and No.9 for the TOD Crowther Sewer Pipeline Replacement Project**

Fiscal Impact:	Expense:	$ 4,696,973.63	Original Construction Contract
		$ 469,697.36	Contingency Amount
		$ 136,481.16	Contract Change Order No. 8 And 9
		$ 5,303,152.15	Total Contract Amount with Change Orders
	Budget:	$ 5,445,645.90	Total Project Budget
		$ 3,829,676.56	(103101-6750) ARPA Funds
		$ 1,615,969.00	(713101-6750) TOD Sewer Development Impact Fees

Recommended Action: It is recommended that the City Council:
1) Authorize the City Administrator to approve Contract Change Orders Nos. 8 and 9 with Kana Construction Inc. in the amount of $136,481.16; and.
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Approval of the Design Concept Plan for Playground Renovations at Parque de los Ninos and Approval of Public Works Agreement with Playcore D.B.A. Gametime for the Purchase and Installation of the Playground Equipment, CIP Project No. 7402**

Fiscal Impact: Expense: $489,497.72 CIP Budget Funds
Budgeted: $600,000.00 CIP Fund (799800-6760 JL#24702) NO. 7402

Recommended Action: It is recommended that the City Council:

1) Approve the design concept plan for the Parque de los Ninos Park playground renovation project; and
2) Approve the purchase of the Parque de los Ninos Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2023-2024 for project 7402; and
3) Award a Public Works Agreement to PlayCore d.b.a. GameTime for the Parque de los Ninos playground renovation project in the amount of $444,997.93; and
4) Authorize the City Administrator to approve contract change orders up to a total of $44,499.79 or a not-to-exceed total contract amount of $489,497.72; and
5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Award of Contract to Axis General Construction, Inc., for Storm Water Pump Station Maintenance Services**

Fiscal Impact: Expense: $48,800.00 Annual Contract Amount
Budget: $85,700.00 FY 2023-24 Operating Budget (103652-6099)

Recommended Action: It is recommended that the City Council:

1) Approve a Maintenance Services Agreement with Axis General Construction, Inc., for Storm Water Pump Station Maintenance Services in an amount not-to-exceed $46,800 per year for an initial three-year contract term ending October 3, 2026, with the option to extend for one (1) additional two-year term; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed amount; and
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Second Study Session to review Chapman Corridor Revitalization Plan progress.**

Fiscal Impact: No fiscal impacts are associated with this study session. Potential significant economic benefit to the local Placentia economy, including jobs, public and private investment, and annual/one-time revenue.

Recommended Action: It is recommended that the City Council:

1) Receive and file the Staff Report and presentation; and
2) Solicit public comments regarding the proposed Chapman Corridor Revitalization Plan and supporting documentation; and
3) Provide direction to Staff as appropriate regarding the proposed Chapman Corridor Revitalization Plan.

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/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, October 17, 2023 at 5:30 p.m.

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

- PSA for FY 2023-24 Street Resurfacing Project
- PSA Amendment for Infrastructure Engineers
- PSA Amendment for HR Green for on-call private development plan check services
- Maintenance Services Agreement with Golden Bell Products for sewer manhole maintenance services
- Presentation of Measure U Annual Report

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Deputy City Administrator of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the October 3, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 28, 2023.

_____
Rosanna Ramirez
Deputy City Administrator

City of Placentia

Check Register
For 10/03//2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	2,130,132.23				

Check Totals by ID	
AP	2,130,132.23
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	2,130,132.23

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,536,384.81
117-Measure U Fund (0079)	4,095.00
205-State Gas Tax (0017)	42,099.00
208-Sccssr Agncy Ret Oblg (0054)	49.00
210-Measure M (0018)	2,700.76
215-Air Quality Management (0019)	675.19
225-Asset Seizure (0021)	1,305.95
227-Explorer Grant NOC (0076)	78.00
231-Placentia Reg Nav Cent(0078)	56,050.00
233-Gen Plan Update Fees (0074)	25.50
234-Technology Impact Fees (0075)	14.88
243-City Quimby In Lieu Fee (0069)	2,730.00
244-CW Aford House ImpactFee(0068)	1,812.50
247-TOD Sewer Impact Fees (0071)	29,839.90
249-TOD District CFD (0080)	115.00
260-Street Lighting Distrct (0028)	48,942.97
265-Landscape Maintenance (0029)	37,065.57
270-CDBG Fund (0030)	3,953.28
275-Sewer Maintenance (0048)	71,728.93
280-Misc Grants Fund (0050)	1,213.80
401-City Capital Projects (0033)	220,748.67
501-Refuse Administration (0037)	32,414.42
601-Employee Health & Wlfre (0039)	5,676.41
605-Risk Management (0040)	26,965.59
701-Special Deposits (0044)	3,447.10
Check Total:	**2,130,132.23**

1.b.
Oct. 3, 2023

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Check Register
For 09/27/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALVAREZ, OMAR V012054	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP091123	47.25	ALVAREZ90523		00128399	09/14/2023
				Check Total:	**47.25**				
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103650-6315 Office Supplies	AP091123	96.73	131T-PVNH-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	134.86	16CK-6MRW-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP091123	13.80	17Q7-6663-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	LAPTOP CASE	103066-6250 Staff Training	AP091123	12.77	17Q7-6663-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103654-6301 Special Department Expenses	AP091123	77.58	17XT-QX4J-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SHIRTS	103066-6301 Special Department Expenses	AP091123	40.94	19GD-W3VN-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CARPET CLEANER	103065-6315 Office Supplies	AP091123	130.35	19GD-W3VN-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6360 Uniforms	AP091123	32.23	19GD-W3VN-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	Uniforms	103067-6360 Uniforms	AP091123	36.96	19GD-W3VN-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP091123	52.25	19L6-FGX4-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6130 Repair & Maint/Facilities	AP091123	585.08	1C64-9NR3-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	BREAKROOM SUPPLIES	103550-6315 Office Supplies	AP091123	166.75	1CKC-FHN6-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CARPET CLEANER	103066-6301 Special Department Expenses	AP091123	271.86	1FTF-HJHP-		00128400	09/14/2023

City of Placentia
Check Register
For 09/27/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6301 Special Department Expenses	AP091123	368.66	1GT9-QGD6-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103550-6315 Office Supplies	AP091123	56.35	1HVW-TJC4-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6130 Repair & Maint/Facilities	AP091123	201.08	1J7M-TM3W-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6301 Special Department Expenses	AP091123	194.66	1JQM-RJFG-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP091123	20.65	1KY9-LHHW-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6301 Special Department Expenses	AP091123	23.91	1PXV-L77C-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103652-6301 Special Department Expenses	AP091123	370.00	1WND-GRL4-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	AA BATTERIES	103065-6301 Special Department Expenses	AP091123	51.27	1X3T-TV74-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CLEANING SUPPLIES	103066-6301 Special Department Expenses	AP091123	135.20	1X3T-TV74-		00128400	09/14/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6301 Special Department Expenses	AP091123	398.20	1YLN-3F9Y-		00128400	09/14/2023
				Check Total:	**3,472.14**				
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	874.05	104328089		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	761.63	104328090		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	527.36	104328091		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	193.93	104328092		00128401	09/14/2023

City of Placentia
Check Register
For 09/27/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	370.73	104328093		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	47.76	104328100		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	507.89	104330489		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	770.66	104330490		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	355.76	104330491		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	642.27	104330492		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	169.24	104330493		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	-103.52	105412798		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	206.33	105416014		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	107.03	105416015		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	504.45	105416016		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	490.33	105416098		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	1,016.68	105417798		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	576.24	105417799		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT	143 S BRADFORD - WATER/COFFEE	109595-6301	AP091123	98.57	105417800		00128401	09/14/2023

City of Placentia
Check Register
For 09/27/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000081		Special Department Expenses						
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	445.89	105417801		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	227.85	105417802		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	108.25	105418411		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	159.12	105418412		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	507.89	105419399		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	678.16	105419400		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	416.96	105419401		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	617.79	105419402		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	202.33	105817412		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	910.73	105817413		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	600.37	105817414		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	641.44	105910658		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	148.44	3769489		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	147.08	3769579		00128401	09/14/2023

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MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	148.44	3769749		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	148.44	3769776		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	519.55	3770082		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	148.44	3770337		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	80.00	6533376		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6541782		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6541783		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6541784		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6541787		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6541788		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	80.00	6775016		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6779428		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6779429		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6779431		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT	1530 VALENCIA - COFFEE/WATER	109595-6301	AP091123	40.00	6779432		00128401	09/14/2023

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	V000081		Special Department Expenses						
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	40.00	6779433		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	165.92	6810074		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	32.73	6810120		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	35.00	6810121		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	32.73	6810123		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	10.50	6866625		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	10.50	6866912		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	222.67	6899119		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - WATER/COFFEE	109595-6301 Special Department Expenses	AP091123	354.02	7008364		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	75.00	7013860		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	75.00	7013863_1		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	69.37	7013867_1		00128401	09/14/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA - COFFEE/WATER	109595-6301 Special Department Expenses	AP091123	75.00	7013869		00128401	09/14/2023
				Check Total:	**16,613.00**				
MW OH	ASAD HOLDINGS LLC	NAVIGATION CTR - TILE	784070-6899	AP091123	56,050.00	P12944-3	P12944	00128403	09/14/2023

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	V012578		Other Capital Outlay						
				Check Total:	**56,050.00**				
MW OH	AT & T V008736	8/27-9/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP091123	95.59	SEPT 2023		00128404	09/14/2023
				Check Total:	**95.59**				
MW OH	AVENUE INSIGHTS & V012574	UTILITY USER TAX Q2, 2023	102020-6099 Professional Services	AP091123	7,654.48	INV06-016746	P13116	00128405	09/14/2023
				Check Total:	**7,654.48**				
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE EQUIP & SUPPLIES	103655-6301 Special Department Expenses	AP091123	7.09	607216		00128406	09/14/2023
MW OH	B & M LAWN & GARDEN V000127	RESCUE SAW	103066-6301 Special Department Expenses	AP091123	2,195.73	609643		00128406	09/14/2023
				Check Total:	**2,202.82**				
MW OH	BAINS, RIKKI V012659	SETTLEMENT	404582-6210 Liability Claims	AP091123	605.62	SETTLEMENT		00128407	09/14/2023
				Check Total:	**605.62**				
MW OH	BAKER ELECTRIC INC V012066	TS CONSTRUCTION SVS	332908-6741 Infrastructure - Traffic	AP091123	193,963.86	22555-09	P13118	00128408	09/14/2023
				Check Total:	**193,963.86**				
MW OH	BESTWAY LAUNDRY V011658	FD1 WASHER REPAIRS	103066-6137 Repair Maint/Equipment	AP091123	602.25	1312168		00128409	09/14/2023
				Check Total:	**602.25**				
MW OH	BRENNAN ESTIMATING V011259	FIRE ALARM- ELEVATOR INSP	103654-6127 Alarm Monitoring	AP091123	810.00	10697	P13006	00128410	09/14/2023
				Check Total:	**810.00**				
MW OH	BUTTS, BRAD V002941	AUG FASTRACK REIMBURSEMENT	103040-6301 Special Department Expenses	AP091123	426.95	AUGUST 23		00128411	09/14/2023

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				Check Total:	**426.95**				
MW OH	CALIFORNIA FORENSIC V000232	AUG BLOOD DRAWS	103040-6055 Medical Services	AP091123	665.00	2365	P12976	00128412	09/14/2023
				Check Total:	**665.00**				
MW OH	CALIFORNIA YELLOW CAB V003323	JUL SENIOR TRANSPORT SVS	184071-6401 Community Programs	AP091123	2,700.76	7487023	P13106	00128413	09/14/2023
MW OH	CALIFORNIA YELLOW CAB V003323	JUL SENIOR TRANSPORT SVS	194071-6401 Community Programs	AP091123	675.19	7487023	P13106	00128413	09/14/2023
				Check Total:	**3,375.95**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091123	431.49	73719786	P13098	00128414	09/14/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091123	425.20	73727618	P13098	00128414	09/14/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091123	326.61	73731003	P13098	00128414	09/14/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091123	321.37	73733433	P13098	00128414	09/14/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091123	431.49	73743440	P13098	00128414	09/14/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091123	431.49	P73731002	P13098	00128414	09/14/2023
				Check Total:	**2,367.65**				
MW OH	CARMODY CONSTRUCTION V004326	WAINSCOTING - MAYOR'S OFFICE	103654-6130 Repair & Maint/Facilities	AP091123	13,684.00	2846	P13035	00128415	09/14/2023
				Check Total:	**13,684.00**				
MW OH	CHARTER COMMUNICATIONS V004450	8825-9/25 CH VOICE FIBER LN	109595-6215 Telephone/Internet	AP091123	1,166.22	0347700082523		00128416	09/14/2023
MW OH	CHARTER COMMUNICATIONS	8825-9/25 WHITTEN CTR INTERNET	109595-6215	AP091123	604.31	0347726082523		00128416	09/14/2023

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	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS V004450	8825-9/25 PW YARD INTERNET SVS	109595-6215 Telephone/Internet	AP091123	604.31	0347858082623		00128416	09/14/2023
				Check Total:	**2,374.84**				
MW OH	CHARTER COMMUNICATIONS V007869	8825-9/21 PS/EOC SPECTRUM SVS	109595-6215 Telephone/Internet	AP091123	2,511.75	0034466082623		00128417	09/14/2023
				Check Total:	**2,511.75**				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITTI REMOVER	103652-6301 Special Department Expenses	AP091123	569.38	34705		00128418	09/14/2023
				Check Total:	**569.38**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - K. POLEZHAEV	103550-6230 Printing & Binding	AP091123	17.34	ASR0000253		00128419	09/14/2023
MW OH	CITY OF BREA V000125	BUSINESS CARDS - MCCOY, GONZAL	102531-6315 Office Supplies	AP091123	27.95	ASR0000254		00128419	09/14/2023
MW OH	CITY OF BREA V000125	JOB NOTICES, BLDG PERMIT APP	102532-6315 Office Supplies	AP091123	821.48	ASR0000254		00128419	09/14/2023
MW OH	CITY OF BREA V000125	BUSINESS CARDS - C. TANIO	103550-6230 Printing & Binding	AP091123	17.34	ASR0000255		00128419	09/14/2023
MW OH	CITY OF BREA V000125	BUSINESS, INSPECTION CARDS	102532-6315 Office Supplies	AP091123	172.81	ASR0000258		00128419	09/14/2023
MW OH	CITY OF BREA V000125	STATE OF THE CITY INVITATIONS	101001-6301 Special Department Expenses	AP091123	45.66	ASR000257		00128419	09/14/2023
				Check Total:	**1,102.58**				
MW OH	COMLOCK V003166	DOOR KEYS	103654-6130 Repair & Maint/Facilities	AP091123	111.52	845567		00128420	09/14/2023
				Check Total:	**111.52**				
MW OH	COPWARE INC V000172	LEGAL SOURCEBOOK & LICENSE	103040-6320 Books & Periodicals	AP091123	1,725.00	86443A		00128421	09/14/2023

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				Check Total:	**1,725.00**				
MW OH	CPR IT WORKS LLC V011938	PEDIATRIC AED PADS, BATTERIES	101516-6301 Special Department Expenses	AP091123	635.94	1041		00128422	09/14/2023
				Check Total:	**635.94**				
MW OH	DATA TICKET INC. V006119	JUL CITATION PROCESSING	102533-6290 Dept. Contract Services	AP091123	1,089.75	154427	P13114	00128423	09/14/2023
				Check Total:	**1,089.75**				
MW OH	DENNIS GRUBB & V012137	8/16-31 FD PLAN CHECK	103066-6290 Dept. Contract Services	AP091123	1,670.00	002-30028	P12990	00128424	09/14/2023
MW OH	DENNIS GRUBB & V012137	8/16-31 FD INSPECTIONS	103066-6290 Dept. Contract Services	AP091123	3,600.00	002-30029	P12990	00128424	09/14/2023
MW OH	DENNIS GRUBB & V012137	7/16-31 FD PLAN CHECK	103066-6290 Dept. Contract Services	AP091123	2,335.00	3230	P12990	00128424	09/14/2023
				Check Total:	**7,605.00**				
MW OH	DITCHEY GEIGER LLC V012656	DITCHEY GEIGER- FILE#21-320388	404582-6210 Liability Claims	AP091123	19,671.80	SETTLEMENT		00128425	09/14/2023
				Check Total:	**19,671.80**				
MW OH	EL CAJON PRINT V012658	NAME PLATES	103066-6315 Office Supplies	AP091123	73.07	6668		00128426	09/14/2023
				Check Total:	**73.07**				
MW OH	EPOWER NETWORK INC V011953	FD1 GENERATOR MAINTENANCE	103654-6137 Repair Maint/Equipment	AP091123	418.47	30915		00128427	09/14/2023
MW OH	EPOWER NETWORK INC V011953	FD2 GENERATOR MAINTENANCE	103654-6137 Repair Maint/Equipment	AP091123	405.03	30917		00128427	09/14/2023
MW OH	EPOWER NETWORK INC V011953	EMERGENCY GENERATOR REPAIRS	103654-6137 Repair Maint/Equipment	AP091123	2,938.64	31554	P13111	00128427	09/14/2023
				Check Total:	**3,762.14**				
MW OH	FACTORY MOTOR PARTS	PARTS & SUPPLIES	103658-6134	AP091123	40.30	102-194269	P13045	00128428	09/14/2023

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP091123	22.81	102-194407	P13045	00128428	09/14/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP091123	16.12	102-194792	P13045	00128428	09/14/2023
				Check Total:	**79.23**				
MW OH	FIDELITY SECURITY LIFE V008132	SEP EYEMED INSURANCE	395083-5164 Optical Insurance Premiums	AP091123	1,141.53	165926819		00128429	09/14/2023
MW OH	FIDELITY SECURITY LIFE V008132	SEP EYEMED INSURANCE	395000-4740 ISF Employee Optical Costs	AP091123	2,918.50	165926819		00128429	09/14/2023
				Check Total:	**4,060.03**				
MW OH	FIFTH AVENUE CLEANERS V010431	AUG PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP091123	1,057.68	AUGUST 23		00128430	09/14/2023
				Check Total:	**1,057.68**				
MW OH	FOUNTAINHEAD V012624	JUN CONST MGMT SVS	697902-6760 Infrastructure - Parks	AP091123	2,730.00	2023-06-	P13030	00128431	09/14/2023
MW OH	FOUNTAINHEAD V012624	JUN CONST MGMT SVS	797902-6760 Infrastructure - Parks	AP091123	4,095.00	2023-06-	P13030	00128431	09/14/2023
				Check Total:	**6,825.00**				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE 9/2 PD 9/8	0010-2196 Garnishments W/H	AP091123	7.73	PR2301018		00128432	09/14/2023
				Check Total:	**7.73**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP091123	1,573.13	335865A		00128433	09/14/2023
				Check Total:	**1,573.13**				
MW OH	GLOBAL BUILDERS INC V012514	CONSTRUCTION SVS - RETENTION	302534-6401 Community Programs	AP091123	3,953.28	2023-2-4	P13064	00128434	09/14/2023

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				Check Total:	**3,953.28**				
MW OH	GOLDEN STATE WATER V000928	JUL-AUG WATER CHARGES	109595-6335 Water	AP091123	13,517.84	082923		00128435	09/14/2023
MW OH	GOLDEN STATE WATER V000928	JUL-AUG WATER CHARGES	296561-6335 Water	AP091123	7,874.06	082923		00128435	09/14/2023
				Check Total:	**21,391.90**				
MW OH	GOVERNMENT FINANCE V000450	VIRTUAL TRAINING - J. GRIGGS	102020-6250 Staff Training	AP091123	490.00	767683		00128436	09/14/2023
				Check Total:	**490.00**				
MW OH	GROUP 4 ARCHITECTURE V012379	JUL DESIGN SVS- SR CENTER	101512-6850 / 229999-6850 Building & Facilities	AP091123	130,000.50	11854	P13124	00128437	09/14/2023
				Check Total:	**130,000.50**				
MW OH	HALO CONFIDENTIAL V011712	AUG BACKGROUND & TRAINING	103040-6290 Dept. Contract Services	AP091123	2,225.00	0219T	P12939	00128438	09/14/2023
				Check Total:	**2,225.00**				
MW OH	HEALTHPOINTE MEDICAL V010713	AUG PRE-EMPLOYMENT SCREENING	101512-6099 Professional Services	AP091123	678.00	30601-4111175		00128439	09/14/2023
				Check Total:	**678.00**				
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP091123	35.03	HERREN91323		00128440	09/14/2023
				Check Total:	**35.03**				
MW OH	HF&H CONSULTANTS LLC V010575	JUL SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP091123	1,418.25	9720457	P13109	00128441	09/14/2023
				Check Total:	**1,418.25**				
MW OH	HI-WAY SAFETY RENTALS V000459	DELINEATORS & STENCILING	103652-6305 Traffic Control Devices	AP091123	2,493.92	147037		00128442	09/14/2023
				Check Total:	**2,493.92**				

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MW OH	HOUSTON & HARRIS PCS INC V010110	UL SEWER LINE CLEANING	484356-6120 R & M/Sewer & Storm Drain	AP091123	17,419.74	23-25478	P13108	00128443	09/14/2023
				Check Total:	**17,419.74**				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	AP091123	466.79	0012255106-002	P12985	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP091123	1,219.23	0011600560-001	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	272.23	0011626462-001	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	373.81	0011693819-003	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	352.39	0011750460-001	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	519.57	0011927109-002	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	355.73	0012066061-001	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	496.91	0012163877-002	P13097	00128444	09/14/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP091123	535.01	0012255106-001	P13097	00128444	09/14/2023
				Check Total:	**4,591.67**				
MW OH	INFRASTRUCTURE V012600	PROJECT MANAGEMENT SERVICES	713101-6750 Infrastructure - Sewer	AP091123	6,392.00	417	P12987	00128445	09/14/2023
MW OH	INFRASTRUCTURE V012600	PROJECT MANAGEMENT SERVICES	331801-6740 Infrastructure - Streets	AP091123	7,896.00	417	P12987	00128445	09/14/2023
				Check Total:	**14,288.00**				
MW OH	JOHN HANCOCK USA-PARS	PARS FT-ER PE 9/2 PD 9/8	0010-2131	AP091123	843.02	PR2301018		00128446	09/14/2023

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0010-2131 Employer PARS/ARS Payable	AP091123	917.81	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0010-2131 Employer PARS/ARS Payable	AP091123	675.90	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0029-2131 Employer PARS/ARS Payable	AP091123	19.17	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0037-2131 Employer PARS/ARS Payable	AP091123	230.17	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0037-2131 Employer PARS/ARS Payable	AP091123	76.49	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0048-2131 Employer PARS/ARS Payable	AP091123	110.24	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0048-2131 Employer PARS/ARS Payable	AP091123	54.63	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0054-2131 Employer PARS/ARS Payable	AP091123	43.71	PR2301018		00128446	09/14/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 9/2 PD 9/8	0054-2131 Employer PARS/ARS Payable	AP091123	4.92	PR2301018		00128446	09/14/2023
				Check Total:	**2,976.06**				
MW OH	JONES & MAYER V009822	LITIGATION SERVICES	101005-6006 Litigation	AP091123	4,160.34	117536		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP091123	20,341.50	117538		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LITIGATION SERVICES	101005-6006 Litigation	AP091123	1,511.36	117542		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP091123	316.90	117543		00128447	09/14/2023
MW OH	JONES & MAYER	LEGAL SERVICES	101005-6005	AP091123	438.79	117549		00128447	09/14/2023

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP091123	97.51	117550		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LITIGATION SERVICES	101005-6006 Litigation	AP091123	3,022.78	117552		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LITIGATION SERVICES	101005-6006 Litigation	AP091123	4,363.50	117553		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP091123	48.75	117557		00128447	09/14/2023
MW OH	JONES & MAYER V009822	RETAINER	101005-6005 Legal Services	AP091123	21,239.49	117759		00128447	09/14/2023
MW OH	JONES & MAYER V009822	LITIGATION SERVICES	101005-6006 Litigation	AP091123	316.91	V009822		00128447	09/14/2023
				Check Total:	**55,857.83**				
MW OH	KANA PIPELINE V007618	JUL CONSTRUCTION SVS	103101-6750 Infrastructure - Sewer	AP091123	31,082.10	45207	P13067	00128448	09/14/2023
MW OH	KANA PIPELINE V007618	JUL CONSTRUCTION SVS	713101-6750 Infrastructure - Sewer	AP091123	23,447.90	45207	P13067	00128448	09/14/2023
				Check Total:	**54,530.00**				
MW OH	KIM TURNER LLC V010745	CONFLICT MGMT TRAINING REG	101515-6250 Staff Training	AP091123	125.00	3430		00128449	09/14/2023
				Check Total:	**125.00**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - KRAHLING	103040-6360 Uniforms	AP091123	229.73	INV740017	P13019	00128450	09/14/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - TREJO	103041-6360 Uniforms	AP091123	232.44	INV740149	P13019	00128450	09/14/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - KRAHLING	103040-6360 Uniforms	AP091123	217.87	INV740156	P13019	00128450	09/14/2023

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MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EILEY	103041-6360 Uniforms	AP091123	142.66	INV740920	P13019	00128450	09/14/2023
				Check Total:	**822.70**				
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIR	103658-6134 Vehicle Repair & Maintenance	AP091123	362.20	47523		00128451	09/14/2023
				Check Total:	**362.20**				
MW OH	LUKE, BRADY V010674	9/8 DJ CITY DANCE	104071-6299 Other Purchased Services	AP091123	200.00	1369		00128452	09/14/2023
				Check Total:	**200.00**				
MW OH	MAKE IT FIT V012223	EXPLORER UNIFORM ALTERATION	763041-6301 Special Department Expenses	AP091123	78.00	166001		00128453	09/14/2023
				Check Total:	**78.00**				
MW OH	MARTINEZ, JOHN V010060	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP091123	31.74	MARTINEZ9623		00128454	09/14/2023
				Check Total:	**31.74**				
MW OH	MC FADDEN-DALE V000635	PW FLEET MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP091123	168.09	523127/5		00128455	09/14/2023
				Check Total:	**168.09**				
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP091123	1,386.87	21056547		00128456	09/14/2023
				Check Total:	**1,386.87**				
MW OH	MCPEEKS CDJR OF ANAHEIM V011285	CITY FLEET REPAIR AND INSP.	103658-6134 Vehicle Repair & Maintenance	AP091123	550.67	106974		00128457	09/14/2023
				Check Total:	**550.67**				
MW OH	MIKE RAAHAUGES V010677	8/14 PISTOL RANGE USAGE	103043-6162 Range Training	AP091123	75.00	1859		00128458	09/14/2023
				Check Total:	**75.00**				

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MW OH	MILLER MENDEL INC V012474	ESOPH BACKGROUND SOFTWARE	103041-6136 Software Maintenance	AP091123	6,525.00	4492	P12940	00128459	09/14/2023
				Check Total:	**6,525.00**				
MW OH	MV CHENG & ASSOCIATES V010389	AUG HR CONSULTING	101512-6099 Professional Services	AP091123	3,360.00	08/31/23	P13050	00128460	09/14/2023
				Check Total:	**3,360.00**				
MW OH	NAPA AUTO PARTS V011456	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP091123	81.55	105573		00128461	09/14/2023
MW OH	NAPA AUTO PARTS V011456	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP091123	40.37	105841		00128461	09/14/2023
				Check Total:	**121.92**				
MW OH	NAVEX GLOBAL INC V010101	11/2023-24 SUBSCRIPTION	101523-6136 Software Maintenance	AP091123	17,232.08	690885		00128462	09/14/2023
				Check Total:	**17,232.08**				
MW OH	NENA V012661	CMCP REG - S. ACOSTA-REYES	101515-6250 Staff Training	AP091123	1,000.00	200031172		00128463	09/14/2023
				Check Total:	**1,000.00**				
MW OH	NICKEY PETROLEUM V000696	FUEL	103658-6345 Gasoline & Diesel Fuel	AP091123	18,445.43	368547	P13002	00128464	09/14/2023
				Check Total:	**18,445.43**				
MW OH	OFFICE INDUSTRIES V007477	ENVELOPES	102020-6315 Office Supplies	AP091123	183.16	70184		00128465	09/14/2023
				Check Total:	**183.16**				
MW OH	ORANGE COUNTY V001598	ENVIRONMENTAL -NOD FILLING FEE	103590-6099 Professional Services	AP091123	2,764.00	091323		00128466	09/14/2023
				Check Total:	**2,764.00**				
MW OH	ORANGE COUNTY	OCEA PE 9/2 PD 9/8	0010-2176	AP091123	481.12	PR2301018		00128467	09/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE 9/2 PD 9/8	0029-2176 PCEA/OCEA Assoc Dues	AP091123	9.57	PR2301018		00128467	09/14/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 9/2 PD 9/8	0033-2176 PCEA/OCEA Assoc Dues	AP091123	11.55	PR2301018		00128467	09/14/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 9/2 PD 9/8	0037-2176 PCEA/OCEA Assoc Dues	AP091123	14.91	PR2301018		00128467	09/14/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 9/2 PD 9/8	0048-2176 PCEA/OCEA Assoc Dues	AP091123	13.80	PR2301018		00128467	09/14/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 9/2 PD 9/8	0054-2176 PCEA/OCEA Assoc Dues	AP091123	0.35	PR2301018		00128467	09/14/2023
				Check Total:	**531.30**				
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FY22/23 Q4	103066-6301 Special Department Expenses	AP091123	453.28	S0490519		00128468	09/14/2023
				Check Total:	**453.28**				
MW OH	ORANGE COUNTY V007306	AUG PARKING CITATIONS	0044-2038 Parking Fines	AP091123	3,443.00	083123		00128469	09/14/2023
				Check Total:	**3,443.00**				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP091123	1,172.80	1020272984		00128470	09/14/2023
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP091123	293.36	1020273197		00128470	09/14/2023
				Check Total:	**1,466.16**				
MW OH	PBK-WLC ARCHITECTS V012022	AUG PSC - ARCHITECT. & ENG SVS	105213-6850 / 105213-6850 Building & Facilities	AP091123	5,250.00	000000000022	P13047	00128471	09/14/2023
				Check Total:	**5,250.00**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 9/2 PD 9/8	0010-2176 PCEA/OCEA Assoc Dues	AP091123	41.96	PR2301018		00128472	09/14/2023

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MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 9/2 PD 9/8	0029-2176 PCEA/OCEA Assoc Dues	AP091123	0.65	PR2301018		00128472	09/14/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 9/2 PD 9/8	0033-2176 PCEA/OCEA Assoc Dues	AP091123	1.00	PR2301018		00128472	09/14/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 9/2 PD 9/8	0037-2176 PCEA/OCEA Assoc Dues	AP091123	1.22	PR2301018		00128472	09/14/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 9/2 PD 9/8	0048-2176 PCEA/OCEA Assoc Dues	AP091123	1.15	PR2301018		00128472	09/14/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 9/2 PD 9/8	0054-2176 PCEA/OCEA Assoc Dues	AP091123	0.02	PR2301018		00128472	09/14/2023
				Check Total:	**46.00**				
MW OH	PCN3 INC V012642	AUG CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP091123	153,235.00	2	P13086	00128473	09/14/2023
				Check Total:	**153,235.00**				
MW OH	PRINCIPAL FINANCIAL V000844	SEP LIFE INSURANCE	109595-5110 Life Ins Allocation	AP091123	1,309.54	124127325000-		00128474	09/14/2023
MW OH	PRINCIPAL FINANCIAL V000844	SEP LIFE INSURANCE	395083-5163 Life Insurance Premiums	AP091123	390.40	124127325000-		00128474	09/14/2023
				Check Total:	**1,699.94**				
MW OH	PYLUSD TRANSPORTATION V011315	DAY CAMP TRANSPORTATION	104071-6270 Excursions	AP091123	507.50	37618		00128475	09/14/2023
				Check Total:	**507.50**				
MW OH	QUADIENT FINANCE USA INC V011439	POSTAGE - MAILING MACHINE	109595-6325 Postage	AP091123	5,044.57	083123		00128476	09/14/2023
				Check Total:	**5,044.57**				
MW OH	QUALITY AUTO GLASS V002245	2021 FORD WXPL - WINDSHIELD	103658-6134 Vehicle Repair & Maintenance	AP091123	577.80	15869		00128477	09/14/2023
MW OH	QUALITY AUTO GLASS	201 FORD F250 - R DOOR GLASS	103658-6134	AP091123	291.60	15870		00128477	09/14/2023

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	V002245		Vehicle Repair & Maintenance						
				Check Total:	**869.40**				
MW OH	RING CENTRAL INC V012026	AUG PHONE SYSTEM SVS	101523-6136 Software Maintenance	AP091123	7,607.46	CD_000651381	P12986	00128478	09/14/2023
				Check Total:	**7,607.46**				
MW OH	SITEONE LANDSCAPE V011004	TREE BANDS & STAKES	103655-6301 Special Department Expenses	AP091123	294.50	133770422-001		00128479	09/14/2023
				Check Total:	**294.50**				
MW OH	SO CAL LAND MAINTENANCE V011102	CHAMPIONS/TUFFREE LANDSCAPE	104076-6139 Repair/Maint - Parks & Fields	AP091123	5,611.92	10780	P13099	00128480	09/14/2023
				Check Total:	**5,611.92**				
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	109595-6330 Electricity	AP091123	25,490.05	082923		00128481	09/14/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP091123	244.05	082923		00128481	09/14/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	296561-6330 Electricity	AP091123	1,493.24	082923		00128481	09/14/2023
				Check Total:	**27,227.34**				
MW OH	SOUTHERN CALIFORNIA V012325	E2 MAINTENANCE/REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP091123	2,497.03	OC24883		00128482	09/14/2023
				Check Total:	**2,497.03**				
MW OH	SPARKLETTS V000967	SR CTE COFFEE SERVICE	109595-6301 Special Department Expenses	AP091123	361.30	14974536 081623		00128483	09/14/2023
				Check Total:	**361.30**				
MW OH	SPARKLETTS V012535	WHITTEN/FD1 TERMINATION FEE	109595-6301 Special Department Expenses	AP091123	519.04	4106122 081723		00128484	09/14/2023
				Check Total:	**519.04**				

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MW OH	TALX UC eXpress V002944	UNEMPLOYMENT CLAIMS MGMT FEE	104581-6025 Third Party Administration	AP091123	594.37	2057178215		00128485	09/14/2023
				Check Total:	**594.37**				
MW OH	TEAM ONE MANAGEMENT V010070	AUG PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP091123	7,231.25	88	P13060	00128486	09/14/2023
MW OH	TEAM ONE MANAGEMENT V010070	AUG PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP091123	1,165.00	88-X	P13060	00128486	09/14/2023
				Check Total:	**8,396.25**				
MW OH	THE HARTFORD V012278	SEP STD INSURANCE	109595-5169 STD Ins Premium	AP091123	6,316.45	120551751599		00128487	09/14/2023
MW OH	THE HARTFORD V012278	SEP LTD INSURANCE	109595-5169 STD Ins Premium	AP091123	3,867.59	120551751599		00128487	09/14/2023
MW OH	THE HARTFORD V012278	SEP LIFE INSURANCE	109595-5163 Life Insurance Premiums	AP091123	4,893.01	120551751599		00128487	09/14/2023
MW OH	THE HARTFORD V012278	AUG LIFE INSURANCE	109595-5163 Life Insurance Premiums	AP091123	3,414.59	120557525091		00128487	09/14/2023
MW OH	THE HARTFORD V012278	AUG STD INSURANCE	109595-5169 STD Ins Premium	AP091123	6,217.68	120557525091		00128487	09/14/2023
MW OH	THE HARTFORD V012278	AUG LTD INSURANCE	109595-5169 STD Ins Premium	AP091123	3,807.11	120557525091		00128487	09/14/2023
MW OH	THE HARTFORD V012278	JUL STD INSURANCE	109595-5169 STD Ins Premium	AP091123	6,161.70	120559778200		00128487	09/14/2023
MW OH	THE HARTFORD V012278	JUL LTD INSURANCE	109595-5169 STD Ins Premium	AP091123	3,772.85	120559778200		00128487	09/14/2023
MW OH	THE HARTFORD V012278	JUL LIFE INSURANCE	109595-5163 Life Insurance Premiums	AP091123	4,425.80	120559778200		00128487	09/14/2023
				Check Total:	**42,876.78**				
MW OH	THINKSUPPLIES.COM	PAPER	109595-6315	AP091123	271.82	70198		00128488	09/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007047		Office Supplies						
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP091123	271.82	70199		00128488	09/14/2023
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP091123	271.46	70207		00128488	09/14/2023
				Check Total:	**815.10**				
MW OH	THOMSON REUTERS - WEST V009649	AUG PD SOFTWARE SERVICES	103042-6290 Dept. Contract Services	AP091123	389.57	848888387		00128489	09/14/2023
				Check Total:	**389.57**				
MW OH	TOTUM CORP V010229	JUL INSPECTION SVS - SIFI	103551-6099 Professional Services	AP091123	15,481.20	206234	P13087	00128490	09/14/2023
				Check Total:	**15,481.20**				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	AUG CONSULTING SVS	101005-6001 Management Consulting Servics	AP091123	5,500.00	20429	P12998	00128491	09/14/2023
				Check Total:	**5,500.00**				
MW OH	TRAFFIC MANAGEMENT V008463	PUBLIC WORK SUPPLIES	103652-6301 Special Department Expenses	AP091123	461.03	06-10437		00128492	09/14/2023
				Check Total:	**461.03**				
MW OH	TRANSUNION RISK & V009317	AUG PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP091123	179.00	49451-202308-1		00128493	09/14/2023
				Check Total:	**179.00**				
MW OH	TTS ENGINEERING INC V012466	JUL PSC CONST SVS	105213-6850 / 229999-6850 Building & Facilities	AP091123	312,317.63	233017	P13080	00128494	09/14/2023
				Check Total:	**312,317.63**				
MW OH	TURBO DATA SYSTEMS INC V001238	PARKING CITATION PAPER	103047-6230 Printing & Binding	AP091123	435.00	40465		00128495	09/14/2023
MW OH	TURBO DATA SYSTEMS INC	AUG PARKING CITATION SVS	103047-6290	AP091123	1,176.99	40976	P13052	00128495	09/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001238		Dept. Contract Services						
				Check Total:	**1,611.99**				
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 9/2 PD 9/8	0010-2126 Employee PARS/ARS W/H	AP091123	2,355.69	PR2301018		00128496	09/14/2023
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 9/2 PD 9/8	0010-2131 Employer PARS/ARS Payable	AP091123	2,355.69	PR2301018		00128496	09/14/2023
				Check Total:	**4,711.38**				
MW OH	WAYMAN, CAROLE M. V012312	JUL HEALTH & WELLNESS REIMB.	109595-6999 Other Expenditure	AP091123	150.00	090823		00128497	09/14/2023
				Check Total:	**150.00**				
MW OH	WEST COAST ARBORISTS INC V001124	7/16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP091123	14,000.00	202803	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	7/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP091123	14,000.00	202803	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP091123	7,625.00	203440	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP091123	7,625.00	203440	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP091123	390.00	203441	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP091123	390.00	203441	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP091123	15,754.00	203443	P13061	00128498	09/14/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP091123	15,754.00	203443	P13061	00128498	09/14/2023
				Check Total:	**75,538.00**				
MW OH	ADMINSURE	AUG WC ADMINISTRATION	404580-6025	AP091823	5,217.00	16356	P13104	00128500	09/21/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004980		Third Party Administration						
				Check Total:	**5,217.00**				
MW OH	AMAZON CAPITAL SERVICES V012336	USA FLAGS	103652-6301 Special Department Expenses	AP091823	370.00	11TH-LTRF-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	NEST TEMPERATURE SENSOR	103065-6301 Special Department Expenses	AP091823	120.70	137R-M3TG-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PESTICIDE SPRAYER	103655-6301 Special Department Expenses	AP091823	105.43	13TC-4MK9-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	TINY TOTS SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP091823	288.53	14G6-HJK9-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CLEANING SUPPLIES	104071-6301 Special Department Expenses	AP091823	71.40	199F-FCL6-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	IRRIGATION PUMP	103655-6301 Special Department Expenses	AP091823	249.04	1HLH-CYR1-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	STEP STOOL	102532-6315 Office Supplies	AP091823	52.19	1J4L-N1PL-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CLEANING SUPPLIES	104071-6301 Special Department Expenses	AP091823	23.92	1K34-K3TJ-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUBLIC WORKS SUPPLIES	103654-6301 Special Department Expenses	AP091823	332.52	1KY9-LHHW-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	BOTTLED WATER	109595-6301 Special Department Expenses	AP091823	69.89	1LFH-DPTV-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	DATE STAMP	102531-6315 Office Supplies	AP091823	23.23	1PLR-99GX-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	FLEET MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP091823	192.34	1R4H-Q1QK-		00128501	09/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PUMP STATION SUPPLIES	103652-6130 Repair & Maint/Facilities	AP091823	282.71	1XKG-PDPW-		00128501	09/21/2023

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				Check Total:	**2,181.90**				
MW OH	ASSET WORKS USA INC. V012604	FIXED ASSET SOFTWARE	101523-6136 Software Maintenance	AP091823	1,800.00	IDC1285		00128502	09/21/2023
				Check Total:	**1,800.00**				
MW OH	AT&T V004144	AUG PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP091823	13.06	090723		00128503	09/21/2023
MW OH	AT&T V004144	JUL-AUG PHONE CHARGES	109595-6215 Telephone/Internet	AP091823	220.48	090723		00128503	09/21/2023
MW OH	AT&T V004144	AUG PHONE CHARGES	109595-6215 Telephone/Internet	AP091823	2,507.11	091323		00128503	09/21/2023
MW OH	AT&T V004144	AUG PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP091823	13.07	091323		00128503	09/21/2023
MW OH	AT&T V004144	AUG PHONE CHARGES	296561-6215 Telephone/Internet	AP091823	155.44	091323		00128503	09/21/2023
				Check Total:	**2,909.16**				
MW OH	AXON ENTERPRISES INC V011762	BWC, & PD FLEET CAMERA SUBSCR.	103041-6136 Software Maintenance	AP091823	179,946.89	INUS184101		00128504	09/21/2023
				Check Total:	**179,946.89**				
MW OH	BEAR ELECTRICAL V010997	MAY TS RESPONSE MAINTENANCE	103590-6099 Professional Services	AP091823	2,653.94	19341	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	MAY TS RESPONSE MAINTENANCE	103590-6099 / 21009-6099 Professional Services	AP091823	999.53	19341	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	MAY TS RESPONSE MAINTENANCE	103590-6099 / 21010-6099 Professional Services	AP091823	188.03	19341	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS ROUTINE MAINTENANCE	103590-6099 Professional Services	AP091823	3,212.45	19897	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS ROUTINE MAINTENANCE	103590-6099 / 21009-6099 Professional Services	AP091823	247.50	19897	P13120	00128505	09/21/2023

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MW OH	BEAR ELECTRICAL V010997	JUL TS ROUTINE MAINTENANCE	103590-6099 / 21010-6099 Professional Services	AP091823	120.05	19897	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS ROUTINE MAINTENANCE	103590-6099 / 21011-6099 Professional Services	AP091823	85.00	19897	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS RESPONSE MAINTENANCE	103590-6099 Professional Services	AP091823	8,650.31	19942	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS RESPONSE MAINTENANCE	103590-6099 / 21009-6099 Professional Services	AP091823	196.88	19942	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS RESPONSE MAINTENANCE	103590-6099 / 21010-6099 Professional Services	AP091823	312.84	19942	P13120	00128505	09/21/2023
MW OH	BEAR ELECTRICAL V010997	JUL TS RESPONSE MAINTENANCE	103590-6099 / 21011-6099 Professional Services	AP091823	343.88	19942	P13120	00128505	09/21/2023
				Check Total:	**17,010.41**				
MW OH	BIGGS CARDOSA V010461	JUL ENGINEERING SVS	331801-6740 Infrastructure - Streets	AP091823	18,876.26	86921	P13072	00128506	09/21/2023
				Check Total:	**18,876.26**				
MW OH	CALIFORNIA MARKETING V009347	STEP & REPEAT BACKDROP STAND	104071-6301 Special Department Expenses	AP091823	531.53	93462		00128507	09/21/2023
				Check Total:	**531.53**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP091823	429.40	73767970	P13098	00128508	09/21/2023
				Check Total:	**429.40**				
MW OH	CITY CLERKS ASSOCIATION V000197	MEMBERSHIP - M. MCCOY	102531-6255 Dues & Memberships	AP091823	250.00	300002570		00128509	09/21/2023
				Check Total:	**250.00**				
MW OH	CITY OF ANAHEIM V000021	KDM MEDIAN SURVEY	103551-6017 Special Studies	AP091823	7,977.06	020123		00128510	09/21/2023
				Check Total:	**7,977.06**				

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MW OH	CITY OF BREA V000125	BUSINESS CARDS - V. ORTIZ	104071-6230 Printing & Binding	AP091823	18.86	ASR0000256		00128511	09/21/2023
				Check Total:	**18.86**				
MW OH	CLIFTONLARSONALLEN LLP V012348	FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP091823	9,030.00	3864140	P13138	00128512	09/21/2023
				Check Total:	**9,030.00**				
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP091823	685.18	13646		00128513	09/21/2023
				Check Total:	**685.18**				
MW OH	COMLOCK V003166	DOOR REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	AP091823	117.46	845478		00128514	09/21/2023
				Check Total:	**117.46**				
MW OH	COMMERCIAL AQUATIC V005203	AUG FOUNTAIN MAINT.	103654-6290 Dept. Contract Services	AP091823	408.80	915139	P13046	00128515	09/21/2023
MW OH	COMMERCIAL AQUATIC V005203	AUG FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP091823	291.20	915139	P13046	00128515	09/21/2023
				Check Total:	**700.00**				
MW OH	COUNTY OF ORANGE V007152	NPDES WATER QUALITY	103593-6257 Licenses & Permits	AP091823	879.65	PW240232		00128516	09/21/2023
				Check Total:	**879.65**				
MW OH	CPS HR CONSULTING V008464	SERGEANT TEST RENTAL	103041-6250 Staff Training	AP091823	379.50	TR-INV0021933		00128517	09/21/2023
				Check Total:	**379.50**				
MW OH	EDHS QUARTERBACK CLUB V003246	HERITAGE FEST. ADVERTISMENT	104078-6230 Printing & Binding	AP091823	350.00	090520232		00128518	09/21/2023
				Check Total:	**350.00**				
MW OH	ESPERANZA FOOTBALL	HERITAGE FEST. ADVERTISEMENT	104078-6230	AP091823	500.00	090520233		00128519	09/21/2023

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	V012664		Printing & Binding						
				Check Total:	**500.00**				
MW OH	FIREMAN'S GRAPHIC'S V011955	HELMENT NAME STICKERS	103066-6361 Personal Protection Equipment	AP091823	67.25	307593		00128520	09/21/2023
				Check Total:	**67.25**				
MW OH	FLOOD, KARI V011921	PD TRAINING MEALS, TRAVEL	213041-6250 Staff Training	AP091823	960.79	FLOOD091123		00128521	09/21/2023
				Check Total:	**960.79**				
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP091823	47.25	GARZA090723		00128522	09/21/2023
				Check Total:	**47.25**				
MW OH	GEOCON WEST INC V011765	JUL GEOTECHNICAL ENG SVS	105213-6850 / 229999-6850 Building & Facilities	AP091823	16,645.00	723070070	P13077	00128523	09/21/2023
MW OH	GEOCON WEST INC V011765	AUG GEOTECHNICAL ENG SVS	105213-6850 / 229999-6850 Building & Facilities	AP091823	700.00	723080024	P13077	00128523	09/21/2023
				Check Total:	**17,345.00**				
MW OH	GOLDEN STATE WATER V000928	JUL-AUG WATER CHARGES	109595-6335 Water	AP091823	8,415.22	090723		00128524	09/21/2023
MW OH	GOLDEN STATE WATER V000928	JUL-AUG WATER CHARGES	296561-6335 Water	AP091823	25,081.77	090723		00128524	09/21/2023
MW OH	GOLDEN STATE WATER V000928	AUG-SEP WATER CHARGES	109595-6335 Water	AP091823	1,362.86	091423		00128524	09/21/2023
MW OH	GOLDEN STATE WATER V000928	AUG-SEP WATER CHARGES	296561-6335 Water	AP091823	2,043.91	091423		00128524	09/21/2023
				Check Total:	**36,903.76**				
MW OH	GRIFFITH, CHELSIE V012175	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP091823	455.10	GRIFFITH91323		00128525	09/21/2023

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				Check Total:	**455.10**				
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILLEAGE	213041-6250 Staff Training	AP091823	95.02	HERREN91423		00128526	09/21/2023
				Check Total:	**95.02**				
MW OH	HINDERLITER DE LLAMAS & V000465	JUL -SEP SALES TAX AUDIT SVS	102020-6099 Professional Services	AP091823	3,441.35	SIN031069	P13141	00128527	09/21/2023
				Check Total:	**3,441.35**				
MW OH	HOUSTON & HARRIS PCS INC V010110	AUG SEWER LINE CLEANING/INSP	484356-6120 R & M/Sewer & Storm Drain	AP091823	53,061.04	23-25557	P13108	00128528	09/21/2023
				Check Total:	**53,061.04**				
MW OH	HR GREEN PACIFIC INC V010735	JUL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP091823	21,581.00	165755	P13122	00128529	09/21/2023
				Check Total:	**21,581.00**				
MW OH	JOHN L HUNTER & V009056	JUL NPDES CONSULTING SVS	103593-6099 Professional Services	AP091823	1,985.25	PLA1MS412307	P13125	00128530	09/21/2023
				Check Total:	**1,985.25**				
MW OH	KELLY ASSOCIATES V012264	CONSULTING SERVICES	101001-6001 Management Consulting Servics	AP091823	7,500.00	AUGUST 10,	P13113	00128531	09/21/2023
				Check Total:	**7,500.00**				
MW OH	KEYSER MARSTON V010468	AUG REAL ESTATE ADVISORY SVS -	682534-6099 Professional Services	AP091823	632.50	0038020	P13092	00128532	09/21/2023
MW OH	KEYSER MARSTON V010468	JUL REAL ESTATE ADVISORY SVS -	682534-6099 Professional Services	AP091823	1,180.00	0038061	P13092	00128532	09/21/2023
				Check Total:	**1,812.50**				
MW OH	KOA HILLS CONSULTING LLC V011519	7/22-24 CONSULTING SVS	102020-6099 Professional Services	AP091823	525.00	10107	P13026	00128533	09/21/2023
				Check Total:	**525.00**				

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MW OH	KOSMONT TRANSACTIONS V011935	AUG POTFOLIO MGMT SVS	102020-6099 Professional Services	AP091823	2,736.10	2307.6-002	P13139	00128534	09/21/2023
				Check Total:	**2,736.10**				
MW OH	KRAHLING, KELLEY V012559	PD TRAINING MEALS	103040-6250 Staff Training	AP091823	47.25	KRAHLING9152		00128535	09/21/2023
				Check Total:	**47.25**				
MW OH	KRONOS INC V012023	8/23-7/24 TELESTAFF ENTERPRISE	103066-6136 Software Maintenance	AP091823	9,484.80	12122091	P13133	00128536	09/21/2023
				Check Total:	**9,484.80**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MILES	103041-6360 Uniforms	AP091823	73.48	INV742920	P13019	00128537	09/21/2023
				Check Total:	**73.48**				
MW OH	MAKO OVERHEAD DOOR V011736	FIRE STATION #2 DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP091823	2,322.50	36819		00128538	09/21/2023
MW OH	MAKO OVERHEAD DOOR V011736	ROLLING GATE REPAIR	103654-6130 Repair & Maint/Facilities	AP091823	260.00	36911		00128538	09/21/2023
				Check Total:	**2,582.50**				
MW OH	MARK'S OLD TOWNE V000648	ANTIFREEZE	103658-6134 Vehicle Repair & Maintenance	AP091823	618.36	246568		00128539	09/21/2023
				Check Total:	**618.36**				
MW OH	MC FADDEN-DALE V000635	PW FACILITIES MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP091823	118.59	523996/5		00128540	09/21/2023
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP091823	192.93	524217/5		00128540	09/21/2023
MW OH	MC FADDEN-DALE V000635	FLEET MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP091823	27.26	524314/5		00128540	09/21/2023
				Check Total:	**338.78**				
MW OH	MILLSAP, SCOTT	PD TRAINING MEAL	213041-6250	AP091823	90.00	MILLSAP091123		00128541	09/21/2023

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	V003801		Staff Training						
				Check Total:	**90.00**				
MW OH	MUNOZ CARILLO, AILEEN V010724	HEALTH FAIR SUPPLIES REIMB.	104071-6301 Special Department Expenses	AP091823	63.34	090520234		00128542	09/21/2023
				Check Total:	**63.34**				
MW OH	MURILLO, KRYSTLE V012666	TRAVEL EXPENSES	404500-6245 Meetings & Conferences	AP091823	876.80	091823		00128543	09/21/2023
				Check Total:	**876.80**				
MW OH	NAVARRO, MAC V011664	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP091823	65.64	NAVARRO9142		00128544	09/21/2023
				Check Total:	**65.64**				
MW OH	NICKEY PETROLEUM V000696	FUEL	103658-6345 Gasoline & Diesel Fuel	AP091823	18,844.96	368752	P13002	00128545	09/21/2023
				Check Total:	**18,844.96**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP091823	69.80	70211		00128546	09/21/2023
				Check Total:	**69.80**				
MW OH	PACIFIC EMBROIDERY V008348	UNIFORM EMBROIDERY - PIVAROFF	102533-6360 Uniforms	AP091823	90.00	89759		00128547	09/21/2023
				Check Total:	**90.00**				
MW OH	PARS V006999	JUL ARS - PARS FEES	395083-6025 Third Party Administration	AP091823	825.98	53847		00128548	09/21/2023
MW OH	PARS V006999	JUL REP PARS FEES	395083-6025 Third Party Administration	AP091823	400.00	5389		00128548	09/21/2023
				Check Total:	**1,225.98**				
MW OH	PERIMETER PROTECTION V011153	OCT-DEC SECURITY MONITORING	101523-6290 Dept. Contract Services	AP091823	11,745.00	1091	P12978	00128549	09/21/2023

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				Check Total:	**11,745.00**				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRES REPLACEMENT	103066-6134 Vehicle Repair & Maintenance	AP091823	2,440.29	23-0698182-00		00128550	09/21/2023
				Check Total:	**2,440.29**				
MW OH	PLACEWORKS V012423	AUG PROFESSIONAL SVS	509104-6017 Special Studies	AP091823	1,213.80	831355	P13054	00128551	09/21/2023
				Check Total:	**1,213.80**				
MW OH	PRUDENTIAL OVERALL V000836	7/26 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP091823	163.29	62829389	P12973	00128552	09/21/2023
MW OH	PRUDENTIAL OVERALL V000836	8/23 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP091823	163.29	62837091	P12973	00128552	09/21/2023
MW OH	PRUDENTIAL OVERALL V000836	8/30 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP091823	163.29	62839115	P12973	00128552	09/21/2023
				Check Total:	**489.87**				
MW OH	PULSE POINT FOUNDATION V012469	PULSEPOINT SUBSCRIPTION RENEW	103066-6290 Dept. Contract Services	AP091823	8,000.00	12475	P12991	00128553	09/21/2023
				Check Total:	**8,000.00**				
MW OH	QUADIENT INC V012611	OCT PARCEL PENDING SVS	103654-6301 Special Department Expenses	AP091823	136.86	60419312		00128554	09/21/2023
				Check Total:	**136.86**				
MW OH	ROADLINE PRODUCTS V004083	STREET MARKER STENCIL	103652-6301 Special Department Expenses	AP091823	2,496.88	19040		00128555	09/21/2023
				Check Total:	**2,496.88**				
MW OH	SCA OF CA LLC V012501	JUL STREET SWEEPING	374386-6290 Dept. Contract Services	AP091823	14,073.54	2511993DS	P13119	00128556	09/21/2023
MW OH	SCA OF CA LLC V012501	AUG STREET SWEEPING	374386-6290 Dept. Contract Services	AP091823	14,073.54	2512031DS	P13119	00128556	09/21/2023

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				Check Total:	**28,147.08**				
MW OH	SCHRAFFT, PHEOBE V012665	STATE OF THE CITY - PERFORMER	101001-6301 Special Department Expenses	AP091823	300.00	083023		00128557	09/21/2023
				Check Total:	**300.00**				
MW OH	SO CAL GAS V000909	AUG GAS CHARGES	109595-6340 Natural Gas	AP091823	172.13	090723		00128558	09/21/2023
				Check Total:	**172.13**				
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	109595-6330 Electricity	AP091823	30,463.20	090723		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP091823	85.35	090723		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP091823	380.72	090723		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	286560-6330 Electricity	AP091823	48,942.97	090723		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	296561-6330 Electricity	AP091823	69.87	090723		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	AUG ELECTRIC CHARGES	109595-6330 Electricity	AP091823	18,316.32	091323		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	AUG ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP091823	16.48	091323		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	AUG ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP091823	80.15	091323		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	AUG ELECTRIC CHARGES	296561-6330 Electricity	AP091823	317.89	091323		00128559	09/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	AUG ELECTRIC CHARGES	800000-6330 Electricity	AP091823	115.00	091323		00128559	09/21/2023
				Check Total:	**98,787.95**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V012325	BATTERIES FOR T2	103066-6134 Vehicle Repair & Maintenance	AP091823	1,713.42	OC25455		00128560	09/21/2023
				Check Total:	**1,713.42**				
MW OH	STERICYCLE INC V012074	JUL FINANCE PAPER SHREDDING	374386-6299 Other Purchased Services	AP091823	1,096.08	8004457555	P13129	00128561	09/21/2023
MW OH	STERICYCLE INC V012074	AUG PAPER SHREDDING SVS	374386-6299 Other Purchased Services	AP091823	1,430.22	8004457556	P13129	00128561	09/21/2023
				Check Total:	**2,526.30**				
MW OH	SUNRUN INSTALLATION INC V012053	50% PERMIT CANCELLATION	102532-4160 Building Permits	AP091823	233.50	B23-1702		00128562	09/21/2023
MW OH	SUNRUN INSTALLATION INC V012053	50% PERMIT CANCELLATION	740000-4302 General Plan Update Fee	AP091823	25.50	B23-1702		00128562	09/21/2023
MW OH	SUNRUN INSTALLATION INC V012053	50% PERMIT CANCELLATION	750000-4303 Technology Fee	AP091823	14.88	B23-1702		00128562	09/21/2023
MW OH	SUNRUN INSTALLATION INC V012053	50% PERMIT CANCELLATION	0044-2049 Health & Safety Collection	AP091823	2.50	B23-1702		00128562	09/21/2023
MW OH	SUNRUN INSTALLATION INC V012053	50% PERMIT CANCELLATION	0044-2030 Strong Motion Fees/Res.	AP091823	1.10	B23-1702		00128562	09/21/2023
MW OH	SUNRUN INSTALLATION INC V012053	50% PERMIT CANCELLATION	0044-2036 CBSC State Fee	AP091823	0.50	B23-1702		00128562	09/21/2023
				Check Total:	**277.98**				
MW OH	THE SAUCE CREATIVE V007476	MARKETING - TAMALE FESTIVAL	104073-6299 Other Purchased Services	AP091823	125.00	6410		00128563	09/21/2023
				Check Total:	**125.00**				
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103650-6315 Office Supplies	AP091823	134.62	70197		00128564	09/21/2023
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP091823	217.46	70220		00128564	09/21/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**352.08**				
MW OH	TOTUM CORP V010229	AUG CONST. INSPECTION SVS	105213-6850 / 105213-6850 Building & Facilities	AP091823	14,882.50	206253	P13049	00128565	09/21/2023
				Check Total:	**14,882.50**				
MW OH	TRAFFIC MANAGEMENT V008463	ROADMAX PAINT	103652-6301 Special Department Expenses	AP091823	829.02	06-101708		00128566	09/21/2023
				Check Total:	**829.02**				
MW OH	TTS ENGINEERING INC V012466	RETENTION - PSC CONST SVS	105213-6850 / 229999-6850 Building & Facilities	AP091823	88,496.11	23301-8	P13080	00128567	09/21/2023
				Check Total:	**88,496.11**				
MW OH	V MONTOYA ENTERPRISES V012358	PLANTS	103655-6301 Special Department Expenses	AP091823	923.96	30602		00128568	09/21/2023
				Check Total:	**923.96**				
MW OH	VTD RAIL CONSULTING V012618	AUG BNSF CONSULTING SVS	103550-6017 Special Studies	AP091823	3,600.00	INV 082302	P13024	00128569	09/21/2023
				Check Total:	**3,600.00**				
MW OH	WEST COAST ARBORISTS INC V001124	8/16-31 TREE & STUMP REMOVAL	173555-6116 Tree Maintenance	AP091823	985.00	204110	P13061	00128570	09/21/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/16-31 TREE & STUMP REMOVAL	103655-6116 Tree Maintenance	AP091823	985.00	204110	P13061	00128570	09/21/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP091823	3,345.00	204208	P13061	00128570	09/21/2023
MW OH	WEST COAST ARBORISTS INC V001124	8/16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP091823	3,345.00	204208	P13061	00128570	09/21/2023
				Check Total:	**8,660.00**				
MW OH	WHITE CAP LP V012635	PLATE COMPACTOR	103652-6301 Special Department Expenses	AP091823	2,652.79	54936313	P13048	00128571	09/21/2023
MW OH	WHITE CAP LP	MULTIQUIP RAMMER	103652-6301	AP091823	3,199.08	54936313	P13048	00128571	09/21/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012635		Special Department Expenses						
				Check Total:	**5,851.87**				
MW OH	YLHS FBC V012663	HERITAGE FEST. ADVERTISMENT	104078-6230 Printing & Binding	AP091823	450.00	09052023		00128572	09/21/2023
				Check Total:	**450.00**				
MW OH	YORBA LINDA WATER V001148	JUN-JUL WATER CHARGES	109595-6335 Water	AP091823	4,466.06	090723		00128573	09/21/2023
MW OH	YORBA LINDA WATER V001148	AUG WATER CHARGES	109595-6335 Water	AP091823	261.17	091423		00128573	09/21/2023
				Check Total:	**4,727.23**				
MW OH	YORBA LINDA WATER V006633	AUG SEWER CHARGES	484356-6297 Billing Services	AP091823	1,068.33	555327		00128574	09/21/2023
				Check Total:	**1,068.33**				
				Type Total:	**2,130,132.23**				
				Check Total:	**2,130,132.23**				

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ACH Check Register
For 10/03/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	1,075,826.47				

Check Totals by ID	
AP	1,075,826.47
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	1,075,826.47

Fund Name	Check Totals by Fund
101-General Fund (0010)	348,540.16
208-Sccssr Agncy Ret Oblg (0054)	720.77
227-Explorer Grant NOC (0076)	283.30
231-Placentia Reg Nav Cent(0078)	2,318.36
265-Landscape Maintenance (0029)	1,093.90
275-Sewer Maintenance (0048)	4,766.80
401-City Capital Projects (0033)	846.78
501-Refuse Administration (0037)	710,953.85
601-Employee Health & Wlfre (0039)	4,365.90
605-Risk Management (0040)	1,936.65
Check Total:	1,075,826.47

ACH Payroll Direct Deposit for 09/22/2023:	593,960.34
Electronic Disbursement Total:	1,669,786.81

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

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For 09/27/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PRINCIPAL LIFE V008141	AUG PRINCIPAL DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	ACH092123	782.10	08012023		00128499	09/21/2023
MW OH	PRINCIPAL LIFE V008141	AUG PRINCIPAL DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	ACH092123	1,376.10	08012023		00128499	09/21/2023
MW OH	PRINCIPAL LIFE V008141	SEP PRINCIPAL DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	ACH092123	1,425.60	09012023		00128499	09/21/2023
MW OH	PRINCIPAL LIFE V008141	SEP PRINCIPAL DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	ACH092123	782.10	09012023		00128499	09/21/2023
				Check Total:	**4,365.90**				
				Type Total:	**4,365.90**				
				Check Total:	**4,365.90**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	REPUBLIC WASTE SERVICES V007205	JUL REFUSE COLLECTION SVS	374386-6101 Disposal	ACH091323	353,640.12	676-005269506	P13107	00017790	09/14/2023
				Check Total:	**353,640.12**				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE 9/2 PD 9/8	0010-2178 Placentia Police Assoc Dues	ACH091423	800.00	PR2301018		00017791	09/14/2023
				Check Total:	**800.00**				
MW OH	PLACENTIA POLICE V000839	PPMA PE 9/2 PD 9/8	0010-2180 Police Mgmt Assn Dues	ACH091423	1,378.40	PR2301018		00017792	09/14/2023
				Check Total:	**1,378.40**				
MW OH	PLACENTIA POLICE V003519	PPOA PE 9/2 PD 9/8	0010-2178 Placentia Police Assoc Dues	ACH091423	2,764.59	PR2301018		00017793	09/14/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 9/2 PD 9/8	0076-2178 Placentia Police Assoc Dues	ACH091423	10.97	PR2301018		00017793	09/14/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 9/2 PD 9/8	0078-2178 Placentia Police Assoc Dues	ACH091423	44.00	PR2301018		00017793	09/14/2023
				Check Total:	**2,819.56**				
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0010-2188 Health Care SSA	PY2301018	1,362.14	2178145A		00017794	09/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0037-2188 Health Care SSA	PY2301018	10.57	2178145A		00017794	09/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0048-2188 Health Care SSA	PY2301018	36.35	2178145A		00017794	09/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0050-2188 Health Care SSA	PY2301018	0.00	2178145A		00017794	09/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0054-2188 Health Care SSA	PY2301018	6.41	2178145A		00017794	09/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0048-2190 Dependent Care SSA	PY2301018	0.00	2178145A		00017794	09/14/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMERICAN FIDELITY V010011	FSA PE 9/2 PD 9/8	0010-2190 Dependent Care SSA	PY2301018	233.33	2178145A		00017794	09/14/2023
				Check Total:	**1,648.80**				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0010-2195 PERS Uniform	PY2301018	24.89	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0048-2195 PERS Uniform	PY2301018	0.60	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0078-2195 PERS Uniform	PY2301018	0.52	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0076-2140 Employee PERS W/H	PY2301018	29.36	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0078-2140 Employee PERS W/H	PY2301018	1,167.89	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0033-2140 Employee PERS W/H	PY2301018	416.63	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0037-2140 Employee PERS W/H	PY2301018	1,473.45	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0040-2140 Employee PERS W/H	PY2301018	836.35	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0048-2140 Employee PERS W/H	PY2301018	2,007.86	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0054-2140 Employee PERS W/H	PY2301018	302.39	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0029-2140 Employee PERS W/H	PY2301018	506.95	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0010-2140 Employee PERS W/H	PY2301018	124,786.57	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0010-2145 Employee PERS Payback W/H	PY2301018	223.30	PR231017		00017795	09/14/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0029-2145 Employee PERS Payback W/H	PY2301018	2.59	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0054-2145 Employee PERS Payback W/H	PY2301018	10.35	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0037-2145 Employee PERS Payback W/H	PY2301018	18.11	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0048-2145 Employee PERS Payback W/H	PY2301018	4.40	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0076-2150 Survivor Benefit Package	PY2301018	0.05	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0078-2150 Survivor Benefit Package	PY2301018	0.93	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0037-2150 Survivor Benefit Package	PY2301018	2.09	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0040-2150 Survivor Benefit Package	PY2301018	0.93	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0054-2150 Survivor Benefit Package	PY2301018	0.30	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0048-2150 Survivor Benefit Package	PY2301018	2.94	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0033-2150 Survivor Benefit Package	PY2301018	1.39	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0029-2150 Survivor Benefit Package	PY2301018	1.09	PR231017		00017795	09/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/19 PD 8/25	0010-2150 Survivor Benefit Package	PY2301018	137.22	PR231017		00017795	09/14/2023
				Check Total:	**131,959.15**				
MW OH	CALIFORNIA STATE V004813	PE 9/2 PD 9/8	0048-2196 Garnishments W/H	PY2301018	46.15	PR231018		00017796	09/14/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 9/2 PD 9/8	0037-2196 Garnishments W/H	PY2301018	69.23	PR231018		00017796	09/14/2023
MW OH	CALIFORNIA STATE V004813	PE 9/2 PD 9/8	0010-2196 Garnishments W/H	PY2301018	1,388.29	PR231018		00017796	09/14/2023
MW OH	CALIFORNIA STATE V004813	PE 9/2 PD 9/8	0029-2196 Garnishments W/H	PY2301018	9.23	PR231018		00017796	09/14/2023
				Check Total:	**1,512.90**				
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0010-2135 Calif Income Tax W/H	PY2301018	35,676.05	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0033-2135 Calif Income Tax W/H	PY2301018	59.35	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0029-2135 Calif Income Tax W/H	PY2301018	163.26	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0054-2135 Calif Income Tax W/H	PY2301018	80.61	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0048-2135 Calif Income Tax W/H	PY2301018	461.02	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0040-2135 Calif Income Tax W/H	PY2301018	382.78	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0037-2135 Calif Income Tax W/H	PY2301018	442.04	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0078-2135 Calif Income Tax W/H	PY2301018	234.29	PR231018		00017797	09/14/2023
MW OH	EMPLOYMENT V010052	PE 9/2 PD 9/8	0076-2135 Calif Income Tax W/H	PY2301018	60.40	PR231018		00017797	09/14/2023
				Check Total:	**37,559.80**				
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0010-2110 Federal Income Tax W/H	PY2301018	81,450.24	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE	FED TAX PE 9/2 PD 9/8	0024-2110	PY2301018	0.00	PR231018		00017798	09/14/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0029-2110 Federal Income Tax W/H	PY2301018	220.93	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0033-2110 Federal Income Tax W/H	PY2301018	182.39	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0037-2110 Federal Income Tax W/H	PY2301018	1,035.85	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0040-2110 Federal Income Tax W/H	PY2301018	552.95	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0048-2110 Federal Income Tax W/H	PY2301018	1,206.31	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0050-2110 Federal Income Tax W/H	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0054-2110 Federal Income Tax W/H	PY2301018	201.20	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0061-2110 Federal Income Tax W/H	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0076-2110 Federal Income Tax W/H	PY2301018	131.56	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0078-2110 Federal Income Tax W/H	PY2301018	675.31	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0078-2115 Employee Medicare W/H	PY2301018	60.21	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0076-2115 Employee Medicare W/H	PY2301018	13.35	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0061-2115 Employee Medicare W/H	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0054-2115 Employee Medicare W/H	PY2301018	31.28	PR231018		00017798	09/14/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0050-2115 Employee Medicare W/H	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0048-2115 Employee Medicare W/H	PY2301018	186.17	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0040-2115 Employee Medicare W/H	PY2301018	81.82	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0037-2115 Employee Medicare W/H	PY2301018	138.90	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0033-2115 Employee Medicare W/H	PY2301018	39.15	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0024-2115 Employee Medicare W/H	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0029-2115 Employee Medicare W/H	PY2301018	54.22	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0010-2115 Employee Medicare W/H	PY2301018	11,510.68	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0010-2120 Employer Medicare Payable	PY2301018	11,417.46	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0029-2120 Employer Medicare Payable	PY2301018	54.22	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0024-2120 Employer Medicare Payable	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0033-2120 Employer Medicare Payable	PY2301018	39.15	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0037-2120 Employer Medicare Payable	PY2301018	131.14	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0040-2120 Employer Medicare Payable	PY2301018	81.82	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE	FED TAX PE 9/2 PD 9/8	0048-2120	PY2301018	180.62	PR231018		00017798	09/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employer Medicare Payable						
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0050-2120 Employer Medicare Payable	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0054-2120 Employer Medicare Payable	PY2301018	26.84	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0061-2120 Employer Medicare Payable	PY2301018	0.00	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0076-2120 Employer Medicare Payable	PY2301018	13.35	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0078-2120 Employer Medicare Payable	PY2301018	60.21	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0010-2125 Employee Social Sec W/H	PY2301018	18.60	PR231018		00017798	09/14/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 9/2 PD 9/8	0010-2130 Employer Soc Sec Payable	PY2301018	18.60	PR231018		00017798	09/14/2023
				Check Total:	**109,814.53**				
MW OH	MISSION SQUARE 100091 V012393	401A PE 9/2 PD 9/8	0010-2170 Deferred Comp Payable - ICMA	PY2301018	9,102.90	PR231018		00017799	09/14/2023
				Check Total:	**9,102.90**				
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0010-2170 Deferred Comp Payable - ICMA	PY2301018	32,023.36	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0029-2170 Deferred Comp Payable - ICMA	PY2301018	81.41	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0033-2170 Deferred Comp Payable - ICMA	PY2301018	108.72	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0048-2170 Deferred Comp Payable - ICMA	PY2301018	634.38	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387	PE 9/2 PD 9/8	0037-2170	PY2301018	352.23	30187-PY018		00017800	09/14/2023

City of Placentia
Check Register
For 09/27/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0078-2170 Deferred Comp Payable - ICMA	PY2301018	75.00	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0076-2170 Deferred Comp Payable - ICMA	PY2301018	24.26	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0054-2170 Deferred Comp Payable - ICMA	PY2301018	61.39	30187-PY018		00017800	09/14/2023
MW OH	MISSION SQUARE 301387 V012394	PE 9/2 PD 9/8	0061-2170 Deferred Comp Payable - ICMA	PY2301018	0.00	30187-PY018		00017800	09/14/2023
				Check Total:	**33,360.75**				
MW OH	WASHINGTON STATE V011597	PE 9/2 PD 9/8	0010-2196 Garnishments W/H	PY2301018	240.00	PR231018		00017801	09/14/2023
				Check Total:	**240.00**				
MW OH	REPUBLIC WASTE SERVICES V007205	AUG REFUSE COLLECTION SVS	374386-6101 Disposal	ACH092023	353,640.12	676-005310395	P13107	00017802	09/21/2023
				Check Total:	**353,640.12**				
MW OH	CALIFORNIA PUBLIC V006234	OCT FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH092123	30,702.05	OCT 2023		00017803	09/21/2023
MW OH	CALIFORNIA PUBLIC V006234	OCT FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH092123	961.92	OCT 2023		00017803	09/21/2023
				Check Total:	**31,663.97**				
MW OH	TK BURGERS CATERING V012667	9/27 WELLNESS FAIR LUNCH	109595-6999 Other Expenditure	ACH091923	2,319.57	230927		00017804	09/21/2023
				Check Total:	**2,319.57**				
				Type Total:	**1,071,460.57**				
				Check Total:	**1,071,460.57**				

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: OCTOBER 3, 2023

SUBJECT: **LEASE AGREEMENT AND COOPERATION AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA CHAMBER OF COMMERCE FOR REAL PROPERTY LOCATED AT 120 S. BRADFORD AVENUE (APN 339-052-29)**

FISCAL IMPACT:

EXPENSES:	$25,000	COOPERATIVE AGREEMENT
FUNDING:	$25,000	FY 2023-24 OPERATING BUDGET (101534-6403)
REVENUE:	$ 5,052	ANNUAL LEASE PAYMENT (101534-4711)

SUMMARY:

The City currently owns real property at 120 S. Bradford Avenue (Assessor Parcel Number 339-052-29) ("The Property"). The Property is more commonly referred to as Old City Hall. Over the past couple of years, the Property has undergone major renovations, including the installation of a new roof and HVAC system as well as handicap accessible restrooms and doors, flooring replacement, interior paint and construction of a courtyard. It is the City's and the Placentia Chamber of Commerce's desire to relocate the Chamber to Old City Hall to create a more professional presence within the business community and promote the growth of Old Town. This action approves a Lease Agreement and Cooperation Agreement with the Placentia Chamber of Commerce for a term ending on October 1, 2028. The Lease Agreement can terminate within sixty (60) days written notice.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the Lease Agreement between the City of Placentia and the Placentia Chamber of Commerce for real property located at 120 S. Bradford Avenue for a term ending on October 1, 2028; and

2. Approve the Cooperation Agreement between the City of Placentia and the Placentia Chamber of Commerce for a term ending on October 1, 2028; and

3. Authorize the City Administrator and/or his designee to make non-substantive changes as necessary and execute the Agreements on behalf of the City, in a form approved by the City Attorney.

1.c.
Oct. 3, 2023

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Promote Community and Economic Development, as Objective Number 3.3 to continue to recruit and attract retail, hotel and other commercial business that complement adjacent City assets and attractions. This agenda item will specifically result in the enhancement of the Placentia Chamber of Commerce's professional presence in the business community with the use of a City owned facility in Old Town Placentia.

DISCUSSION:

The City maintains a positive working relationship with the Placentia Chamber of Commerce (the "Chamber") and has held several joint special events that promote economic development and business relations within the community. The Chamber has been steadfast in creating an environment that is dedicated to serving the City's businesses and their prosperity through advocacy, business education, and connectivity. This is particularly true during the COVID-19 pandemic. The Chamber has assisted the City with public dissemination of critical resources such as financial assistance and available funding by the City, State, and Federal agencies to ensure our business community could remain functional and prosperous during the pandemic. They have hosted free virtual workshops to share this information to our business community and have provided application assistance to those that have requested it.

Moving the Chamber to Old City Hall will further expand these efforts to create a stronger Chamber and will provide an amplified environment to accommodate professional business gatherings at Old City Hall. Over the past couple of years, the Property has undergone major renovations, including the installation of a new roof and HVAC system as well as handicap accessible restrooms and doors, flooring replacement, and interior paint. It is the City's and the Placentia Chamber of Commerce's desire to relocate the Chamber to Old City Hall to create a more professional presence in the business community.

As part of the Lease Agreement, the Chamber has agreed to provide monthly lease payments to the City, which begins at $421.00 per month for the first year for leasing a total of 842 square feet of office space at Old City Hall. The lease payments will increase three percent (3%) each subsequent year for a total of five (5) years of the Lease Agreement. Both parties can agree to extend the term of the agreement for an additional five (5) years. Conversely, the Lease Agreement can terminate within sixty (60) days written notice.

It is the desire of the City and the Chamber to have established office hours at Old City Hall for walk-ins, appointments, assisting visitors and day-to-day operations of the Chamber. As a result, a Cooperation Agreement has been prepared that will allow for the annual funding in the amount of $25,000 from the City to the Chamber. This funding will assist with the operations of the Chamber and the Chamber would provide annual reports to the City Council on the Chamber's membership, events, programs and services to the business community. A detailed scope of services to be provided by the Chamber is attached to the Cooperation Agreement.

FISCAL IMPACT:

The annual lease payment of $5,052 will be incurred by the Placentia Chamber of Commerce and the annual cooperation payment of $25,000 will be incurred by the City of Placentia.

Prepared by:

Jeannette Ortega
Deputy Director of Administrative Services

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Lease Agreement with the Placentia Chamber of Commerce
2. Cooperation Agreement with the Placentia Chamber of Commerce

LEASE OF REAL PROPERTY LOCATED AT 120 S. BRADFORD STREET, PLACENTIA, CALIFORNIA

This LEASE OF REAL PROPERTY ("Lease") is dated October 3, 2023 and is entered into by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (hereinafter referred to as "City"), and the PLACENTIA CHAMBER OF COMMERCE, a California non-profit corporation (hereinafter referred to as "Tenant").

1. Recitals.

This Lease is entered into based upon the following facts, circumstances and understandings:

1. City owns that certain parcel of real property, located at 120 S. Bradford Avenue, the legal description of which is set forth in Exhibit A, (the "Property") attached hereto and incorporated herein by this reference.
2. Tenant desires to lease a portion of the Property as expressly described and depicted on Exhibit B, hereinafter referenced as the "Premises."
3. Tenant desires to continue to operate its business operations on the Property and in the leased Premises.
4. Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, City is willing to lease the Premises to the Tenant for Tenant's proposed use subject to the terms and conditions of this Lease.
5. All legal prerequisites to the making of this Lease have occurred.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the facts, circumstances and understandings set forth above (which are incorporated into the body of this Lease by this reference) and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

2. Premises; Use of Certain Rooms

City hereby agrees to lease to Tenant and Tenant agrees to lease from City that certain space as depicted on Exhibit B of the Property, specifically the rooms identified as room number 110, 111, 112, 113, 114, and 115. The City to purchase the office furniture for the stated rooms on Exhibit B. The City will consult with the Tenant but the final decision on the furniture rests with the City.

Tenant shall also have the right to use the Courtyard up to four (4) times per month for Chamber of Commerce-sponsored events in connection with its business operations, not to exceed five (5) hours per use, as available, provided that each use is reserved on the City's master reservation calendar no less than one (1) week in advance, and such scheduling shall be subject to the availability of the courtyard. Longer periods may be allowed at the City's discretion.

Tenant shall also have the right to use certain restrooms space numbers 132 and 131 as depicted on Exhibit B of this Agreement.

Tenant shall also have the right to use one (1) designated parking stall in the back of Old City Hall's off-street parking lot for its business operations.

Tenant shall be issued one (1) key FOB, which is a keyless entry remote transmitter which will provide electronic access control in and out of the parking lot at Old City Hall. Tenant will be provided with keys for all exterior doors within its leased space as well as the exterior mailbox provided by the City. Tenant shall be issued one (1) remote control to open and close the motorized gate to the parking lot. City shall provide Visitor Center furnishings which shall remain the property of the City through the lease term.

Tenant shall have access to a designated City-provided mailbox for Chamber business use with the property address listed as 120 S. Bradford Avenue, Placentia, CA 92870.

3. Term; Extension Option

The term of this Lease shall be for five (5) years, commencing on October 1, 2023, and ending on October 1, 2028.

Tenant can submit a request to the City to extend the term of this Lease for an additional five (5) years (the "Extension Term") by giving written notice of the extension to the City at least two (2) months prior to the expiration of the initial five (5) year term. The City Council shall have the discretion to approve or deny the extension request. This Lease may be terminated by City, with or without cause, and without liability to City, on sixty (60) days prior written notice to Tenant.

4. Rent

Commencing on October 1, 2023, Tenant agrees to pay to City, as rent without prior notice or demand by the City, the sum of $421.00 per month, on or before the first day of each calendar month during the term of this Lease, subject to the following annual increases.

The monthly rent shall be increased annually, effective October 1st of each year (including the first day of the Extension Term and October 1st of each year during the Extension Term, if any), by three percent (3%) of the monthly rent in effect for the previous year, as depicted in Exhibit C.

Rent for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly payment required herein, based upon a thirty (30) day month. Said rental shall be paid to City without deduction or offset, in lawful money of the United States of America at 401 E. Chapman Avenue, Placentia, California, 92870.

5. Use

Tenant shall use the Premises and Courtyard for professional office purposes in connection with its Placentia Chamber of Commerce business operations and shall not use or permit the Premises to be used for any other purpose without the prior written consent of City at its sole and absolute discretion. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire

or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or part thereof or portion of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the operations of the Placentia Fire and Life Safety Department or the rights of other parties or injure or annoy them or use or allow or permit the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant understands that the Placentia Fire and Life Safety Department can be disruptive at times due to the nature of their operations. Likewise, Placentia Fire and Life Safety Department shall endeavor to not unreasonably do or permit anything to be done in or about the Premises which will obstruct or interfere with the operations of the Placentia Chamber of Commerce or the rights of other parties or injure or annoy them or use or allow or permit the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall Tenant cause, maintain or permit any nuisance in or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Tenant shall maintain the Premises so as to be free from risk hazards to the public health, safety, or welfare.

6. Compliance with Law

Tenant shall not use the Premises or Courtyard or permit anything to be done in or about the Premises or Courtyard which will in any way conflict with any law, statute, ordinance or other governmental rule or regulation now in force or which may hereinafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all law,statutes, ordinance and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, and with the requirements of any board of fireinsurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements and acts. The judgment of a court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether City is party theretoor not, the Tenant has violated any law, statute, ordinance or any other governmental rule or regulation shall be conclusive of that fact as between City and Tenant.

7. Alterations and Additions

Tenant shall not make or suffer to be made any alterations, additions or improvements in or about the Premises or any part thereof without the written consent of the City Administrator. Any alterations, additions or improvements in, to or about the Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration or sooner termination of the term hereof, become a part of the realty shall belong to City and shall be surrendered with the Premises. In the event City consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

8. Physical Condition of Premises; Limited City Maintenance Responsibilities

By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises (and Conference Room) As-Is and as being in good sanitary order, condition and repair. Tenant shall, as Tenant's sole cost and expense, keep the Premises and any part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises

to City in good condition. City shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises, or any part thereof, and the parties hereto affirm that City has made no representations to Tenant respecting the conditions of the Premises or the building thereon except as specifically set forth herein. Tenant further agrees that it shall submit to City, prior to applying for any permits to renovate, reconstruct, improve, alter or in any other way modify the premises, plans and specifications for City's approval. The City shall provide routine custodial maintenance of the restrooms and courtyard. Tenant shall be responsible to provide routine custodial maintenance of its leased office spaces.

City shall not be liable for any failure to make any repairs, or to perform any maintenance with respect to the Premises, except as specifically provided herein. Except as may otherwise expressly be provided herein, there shall be no abatement of rent and no liability of City by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the building or the Premises or the Courtyard or in or to any fixtures, appurtenances and equipment therein. Tenant hereby specifically waives the right to make repairs at City's expense under any law, statute or ordinance now or hereafter in effect.

Notwithstanding the foregoing, City shall, at City's expense (except for damage caused by Tenant or its contractors, employees or agents), maintain and repair the HVAC serving the Premises and the lighting system within the Premises; however, City shall not be in default for failure to maintain or repair (or for failure to comply with any other provisions of this Lease) unless Tenant shall have given written notice to City of the failure and City shall have failed to cure the failure within thirty (30) days after such notice; provided, however, that if the nature of the cure is such that more than thirty (30) days are needed to cure, then City shall not be in default provided City commences the cure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion.

9. Claims Against Premises

Tenant shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from, or any claim for any work of construction, repair, restoration, replacement or improvement of or to the Premises or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Premises. Tenant agrees to indemnify, defend and hold the City and the Premises free and harmless of all liability for any and all such claims and demands, together with City's reasonable attorneys' fees and all costs and expenses in connection therewith.

10. Utilities

City and Tenant agree that the rent specified in Section 4 of this Lease includes the base cost of all water, electrical, gas and other utility services, but excludes telephone costs and internet (which Tenant shall procure at its sole cost and expense). Tenant shall not run any new utility or communication service lines without City's prior written consent. The rent also includes the Tenant's fair share of maintenance and operation of the percentage of the building occupied by the tenant.

11. Taxes

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's possessory interest in and to the Premises, leasehold improvements, equipment, furniture, fixtures and personal property located in or about the Premises. Tenant agrees that, without prior demand or notice by City, Tenant shall, not less than fifteen (15) days prior to the date upon which any such possessory interest or other such tax is due, provide City with proof of payment of such tax.

12. Rules and Regulations

Tenant shall faithfully observe and comply with all the rules and regulations as they pertain to the Premises and/or the Courtyard, that City shall from time to time promulgate. City reserves the right from time to time to make reasonable modifications, to said rules and regulations. City shall endeavor, but not be required to, consult with Tenant prior to implementing any changes that will affect Tenant's operations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

13. Holding Over

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, with the express written consent of City, such occupancy shall be a tenancy from month-to-month at a rental in the amount of one hundred and ten percent (110%) of the last monthly rental, plus all other charges payable hereunder, and upon all the terms and conditions hereof applicable to a month-to-month tenancy.

14. Entry by City

Tenant hereby agrees that representatives of the City, as designated by the City Administrator, shall have the right to enter the Premises without escort for its employees and agents, twenty-four (24) hours a day, seven (7) days per week, and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable City, County, State and Federal laws, rules, ordinances and regulations relating to building occupancy and the conduct of Tenant's business. City shall endeavor, but not be required to, notify Tenant within twenty-four (24) hours of entering the Premise. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any loss occasioned thereby. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by City by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

15. Default

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. Vacating or abandonment of the Premises by Tenant;

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof by City to Tenant;

C. A failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by, Tenant, where such failure shall continue for a period of thirty (30) days afterwritten notice thereof by City to Tenant; provided, however, that if the nature of the default involves such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes said cure to completion; and

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located in or about the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or otherjudicial seizure of substantially all of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

16. Remedies for Default

In the event of any such material default or breach by Tenant, City may at any time thereafter and without notice or demand and without limiting City in the exercise of a right or remedy City may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the Premises by any lawful means in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to City. In such event, City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such rental loss for the same period that Tenant proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from the due date thereof at the rate of ten percent (10%). In the event Tenant shall have abandoned the Premises, City shall have the option of (1) taking possession of the Premises and recovering from Tenant the amount specified in this subparagraph, or (2) proceeding under the

provisions of the following subparagraphs.

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by City as to any rights or remedies available hereunder or under or pursuant to any law or judicial decisions of the State of California shall be binding upon City until the time of trial of any suchaction or proceeding.

17. Eminent Domain

If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, as its option, to terminate this Lease, and City shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made connection with such public or quasi-public use or purpose, and Tenant shall have no claim against City for the value of any unexpired term of this Lease. If either less than or more than twenty-five percent (25%) of Premises is taken, and neither party elects to terminate as herein provided, the rental thereafter to be paid shall be equitably reduced.

18. Offset Statement

Tenant shall at any time and from time to time upon not less than ten (10) days prior written notice from City, execute, acknowledge and deliver to City a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any incurred defaults on the part of City hereunder, or specifying such defaults if any are claimed. Any such statement may be reliedupon by any prospective purchaser or encumbrancer of all or any portion of which the Premises are a part.

19. Assignment and Subletting

Tenant shall not assign or transfer this Lease or any right hereunder to any other party or parties nor shall Tenant sublet all or any portion of the Premises or the Courtyard without first obtaining the written consent of City. Any assignment or subletting without such prior written consent shall be void for all purposes and City may, at its option, declare a forfeiture of the same in any manner provided by law. Consent to any such assignment or subletting shall beat City's sole and absolute discretion and City is not required hereunder to consent to any such proposed assignment or subletting.

20. Attorneys' Fees

In the event that any action or proceeding is brought by either party to enforce any term or

provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees, experts' costs, and all other costs of suit.

21. Fixtures

All trade fixtures installed in or on the Premises by Tenant may be removed by Tenant at any time during the term of this Lease so long as the same may be removed without permanent damage to the Premises. Tenant shall repair all damage which may result therefrom to the reasonable satisfaction of City.

22. Indemnification

Tenant agrees that Tenant will defend, indemnify and hold City and their elected officials, officers, agents and employees free and harmless from all liabilities, claims, losses, damages, costs and expenses for damage to persons or property by reason of Tenant's negligence or Tenant's acts or those of Tenant's employees, agents, guests or invitees in connection with Tenant's use and occupancy of the Premises and the Courtyard and any common areas of the Building or other portions of the Building.

23. Insurance

A. Fire and Extended Coverage

1) Tenant's Duty to Keep Improvements Insured

Throughout the term here of at Tenant's sole cost and expense, Tenant shall keep or cause to be kept insured, for the mutual benefit of City and Tenant, all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of the insurance shall be the then replacement cost but without deduction for depreciation (herein called "Full Insurable Value"). City shall not carry any insurance the effect of which would be to reduce the protection or payment to Tenant under any insurance that this Lease obligates Tenant to carry. If any dispute as to whether the amount of insurance complies with the above cannot be resolved by agreement, City may, not more than once every three (3) months, request the carrier of the insurance then in force to determine the Full Insurable Value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph.Tenant shall include the holder of any mortgage on the Lease as a loss payee to the extent of that mortgage interest.

2) Proceeds of Fire and Extended Coverage Insurance

City shall, at Tenant's sole cost and expense, cooperate fully with Tenant to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by subparagraph 22, above, shall provide that the proceeds shall be paid to Tenant as follows:

a) The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Lease.

b) Disbursements of proceeds for repair, restoration, reconstruction of improvements shall be made monthly on architect's certificates until all the work is completed and accepted; provided, however, that such disbursements shall not exceed ninety percent (90%) of the work in place until completion, acceptance, expiration of time for lien claims, and elimination of all liens claimed.

c) Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the sole property of Tenant.

B. Commercial General Liability Insurance

Throughout the term hereof, at Tenant's sole cost and expense, Tenant shall keep or cause to be kept in full force and effect, for the mutual benefit of City and Tenant, commercial general liability insurance against claims and liabilities for personal injury, death, and/or property damage arising from the use, occupancy, disuse, or condition of the Premises, improvements, or adjoining areas or ways, providing protection of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person, One Million Dollars ($1,000,000) for any one accident or occurrence and at least Five Hundred Thousand Dollars ($500,000) for property damage.

C. Policy Form, Contents and Insurer

All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall contain language providing that (1) the insurer waives the right of subrogation against City and against City's employees, agents and representatives, (2) the policies are primary and noncontributing with any insurance that may be carried by City, and (3) they cannotbe canceled or materially altered except after thirty (30) days' notice by the insurer to City. Tenant shall furnish City with copies of all such policies promptly upon receipt of them, or certificates evidencing the insurance. Prior to the commencement of this Lease, Tenant shall furnish City with certificates and endorsements representing all insurance required by this Lease.The required policy shall name the City of Placentia and their respective elected officials, officers, agents and employees as additional insureds. Tenant may affect for its own account any insurance not required under this Lease.

D. Failure to Maintain Insurance; Proof of Compliance

Tenant shall deliver to City, in the manner required for notices, copies of certificates and endorsements of all insurance policies required by this Lease, together with evidence satisfactory to City of having procured and currently maintaining all required policies,with the following time limits:

For insurance required at the commencement of this Lease, upon execution of this Lease; for insurance becoming required at a later date, at least ten (10) days before that requirement

takes effect, or as soon thereafter as the requirement, if new, takes effect;

For any renewal or replacement of a policy already in existence, at least twenty (20) days before expiration or other termination of the existing policy.

If Tenant fails or refuses to procure or maintain insurance as required by this Lease, or fails or refuses to furnish City with required proof that the insurance has been procuredand is in full force and paid for, City shall have the right, at City's election and on thirty (30) days' notice, to procure and maintain such insurance. The premiums paid by City shall be treated as added rent due from Tenant with interest at the rate of ten percent (10%) to be paid on the first day of the month following the date on which the premium was paid. City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the day of the notice.

24. Authority of Parties

Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with terms.

25. Waiver

The waiver by City of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the timeof the acceptance of such rent.

26. Time

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

27. Late Charges

Tenant hereby acknowledges that late payment by Tenant to City of rent or other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent from Tenant shall not be received by City or City's designee within fifteen (15) days after written notice that said amount is past due, then Tenant shall pay to City a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that City will incur by reason of the late payment by Tenant. Acceptance of such late charges by City shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent City from exercising any of the rights and remedies granted hereunder.

28. Inability to Perform

This Lease and the obligations of Tenant hereunder shall not be affected or impaired because City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil, insurrection, acts of God, or any other cause beyond the reasonable control of City.

29. Signs

Tenant shall not place any permanent signage upon the Premises without City's prior written consent. Temporary signage must be approved by the City.

30. Performance Bond

Tenant shall obtain prior to the commencement of any repair, alteration, addition, renovation or improvement as may be required or permitted herein if the work is in excess of $10,000, Tenant shall file with the City Clerk of City a corporate surety bond satisfactory to City's City Council and conditioned that the Tenant shall well and truly observe, fulfill and perform each and every repair, alteration, addition, renovation or improvement contemplated. The corporate surety bond shall be in the penal sum of one hundred and ten percent (110%) of the reasonable value of any such repair, alteration, addition, renovation or improvement as determined by City's Building Official, whose decision shall be final. In the event of any breach of any condition of the aforesaid bond, the whole amount of thepenal sum therein named shall be deemed to be liquidated damages, and the same shall be recoverable from the principal and sureties upon the bond. This corporate surety bond will be required for any repair, alteration, addition, renovation or improvement over $10,000, as estimated by the City.

Upon completion of the repairs, alterations, additions, renovations or improvements secured by said corporate surety bond, Tenant may apply to City's Building Official for a reduction in the penal sum of said bond and said Building Official, upon satisfactory proof being presented shall reduce the penal sum thereof to an amount not exceeding fifty percent (50%) of the reasonable value of said repairs, alterations, etc.

31. Successors

Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of all successors in interest of the parties.

32. Notices

Any notice required or permitted under the terms of this Lease shall be deemed served when personally served on Tenant or City's City Clerk or when the same has been placed in the United States mail, postage prepaid and addressed as follows:

Tenant: Placentia Chamber of Commerce
120 S. Bradford Avenue
Placentia, CA 92870
Attention: President

City: City of Placentia
Attention: City Administrator
401 E. Chapman Avenue
Placentia, CA 92870

33. Execution by City Not a Waiver

Tenant understands and agrees that City, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in City to approve, disapprove or conditionally approve any application which Tenant may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which City may be empowered to apply, including, but not limited to, any use permit or approval whether similar in nature or not.

34. Entire Agreement

This Lease contains the entire agreement between the parties with respect to the subject matter herein. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

WHEREFORE, the parties hereto have entered into the Lease as of the date set forthbelow opposite the name of each signatory hereto.

CITY:

CITY OF PLACENTIA,
a political subdivision of the
State of California

Damien R. Arrula
City Administrator

TENANT:

PLACENTIA CHAMBER OF
COMMERCE, a California non
profit corporation

Walt Lynch, President
Placentia Chamber of Commerce

Approved as to Form:

_____
Christian Bettenhausen, City Attorney

Attest:

_____
Robert S. McKinnell, City Clerk, City of Placentia

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Placentia, in the County of Orange, State of California, and is described as follows:

Parcel 2 of Parcel Map No. 85-378, in the City of Placentia, County of Orange, State of California as shown on a Map filed in Book 208, Pages 13 and 14 of Parcel Maps, in the office of the County Recorder of said Orange County; excepting therefrom a portion of said Parcel 2, more particularly described as a whole as follows:

Beginning at the most Westerly corner of said Parcel 2; thence along the Northwesterly and Northeasterly boundary line of said Parcel 2 through the following courses North 13°59'25" East 65.00 feet; thence South 76°01'54" East 71.26 feet; thence North 13°58'06' East 2.00 feet', thence South 76°01'54" East 20.00 feet to an angle point in said Northeasterly boundary line; thence leaving said Northeasterly line and along the Southeasterly prolongation of said Northeasterly line South 76°01'54" East 29.99 feet to a point on the Southeasterly boundary line of said Parcel 2; thence along said Southeasterly line, South 13°59'25" West 67.00 feet to the most Southerly corner of said Parcel 2; thence leaving said Southeasterly line and along the Southwesterly line of said Parcel 2; North76°01'54" West 121.25 feet to the point of beginning.

Containing an area of 7,981 square feet (0.183 acres)

Assessor's Parcel Numbers(s):
1: 339-052-28
2: 339-052-29

EXHIBIT "B"

DIAGRAM OF PREMISES

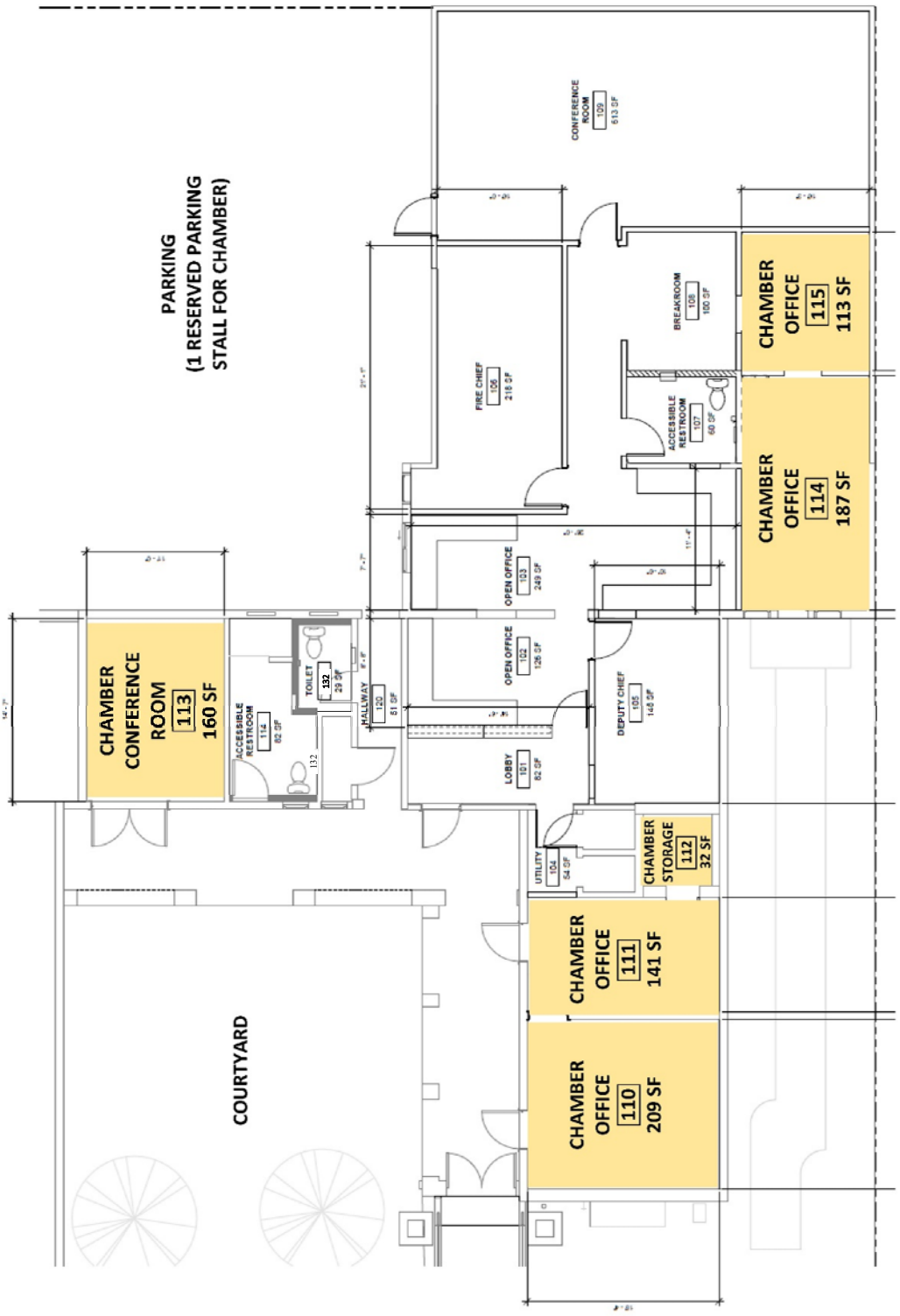


EXHIBIT "C"

PAYMENT SCHEDULE

Year	Monthly Payment
October, 2023	$421.00
October, 2024	$433.63
October, 2025	$446.64
October, 2026	$460.04
October, 2027	$473.84
October, 2028	$488.05

Year	Monthly Payment
October, 2029	$502.70
October, 2030	$517.78
October, 2031	$533.31
October, 2032	$549.31
October, 2033	$565.79

COOPERATION AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA CHAMBER OF COMMERCE

This COOPERATION AGREEMENT ("Agreement") is dated October 3, 2023 and is entered into by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (hereinafter referred to as "City"), and the PLACENTIA CHAMBER OF COMMERCE, a California non-profit corporation (hereinafter referred to as "Chamber").

1. Recitals.

This Agreement is entered into based upon the following facts, circumstances and understandings:

1. City owns that certain parcel of real property, located at 120 S. Bradford Avenue and the Chamber desires to lease a portion of the Property as expressly described in the Lease of Real Property Agreement dated October 3, 2023.
2. Chamber desires to continue to operate its business operations on the Property and in the leased Premises as described in Exhibit A.
3. Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, the City is willing to provide compensation for services provided within and subject to the terms and conditions of this Agreement.
4. All legal prerequisites to the making of this Agreement have occurred.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the facts, circumstances and understandings set forth above (which are incorporated into the body of this Agreement by this reference) and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

2. Business Operations

Standard business operating hours must be made visible to all visitors to ensure that Room #110 as depicted on Exhibit A of this Agreement will be used as a Visitor's Center for the public to purchase Placentia memorabilia items for sale with the official City seal and logo must be preapproved by the City of Placentia. Regular business hours for the Visitor's Center must be established and maintained for twenty (20) hours per calendar week.

Chamber shall have access to a designated City-provided mailbox for Chamber business use with the property address listed as 120 S. Bradford Avenue, Placentia, CA 92870.

3. Term; Extension Option

The term of this Agreement shall be for five (5) years, commencing on October 1, 2023,

and ending on October 1, 2028.

Chamber can submit a request to extend the term of this Agreement for an additional five (5) years (the "Extension Term") by giving written notice of the extension request to the City at least two (2) months prior to the expiration of the initial five (5) year term. The City Council shall have the discretion to approve or deny the extension request. This Agreement may be terminated by either party, with or without cause, and without liability to either party, on sixty (60) days prior written notice to either party.

4. Compensation

Chamber shall receive compensation and shall perform the scope of services as fully described in Exhibit B of this Agreement. Services shall be provided under this Agreement at a flat rate of Twenty-five Thousand Dollars ($25,000) on an annual basis, starting on October 1st of each year.

The compensation provided by the City shall not be used for political campaign activities of any type. No Funds paid by the City will in any way be used for political ads, campaign activities or campaign contributions.

To the extent that the goals established in this Agreement are met, payment for basic services shall be made in one equal payment per fiscal year. Upon execution of this Agreement an invoice for services proposed to be rendered will be due to the City within thirty (30) days following October 1st of each fiscal year starting 2023.

5. Use

Chamber shall use the Compensation for professional purposes in connection with its Placentia Chamber of Commerce business operations and shall not use or permit the Compensation to be used for any other purpose without the prior written consent of City at its sole and absolute discretion which will not be withheld unless proven that this Agreement was violated.

6. Default

The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Chamber:

A. A failure by Chamber to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by, Chamber, where such failure shall continue for a period of thirty (30) days afterwritten notice thereof by City to Chamber; provided, however, that if the nature of the default involves such that more than thirty (30) days are reasonably required for its cure, then Chamber shall not be deemed to be in default if Chamber commences such cure within such thirty (30) day period and thereafter diligently prosecutes said cure to completion; and

B. The making by Chamber of any general assignment or general arrangement for the

benefit of creditors; or the filing by or against Chamber of a petition to have Chamber adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Chamber, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Chamber's assets located in or about the Premises or of Chamber's interest in this Agreement, where possession is not restored to Chamber within thirty (30) days; or the attachment, execution or otherjudicial seizure of substantially all of Chamber's interest in this Agreement, where such seizure is not discharged in thirty (30) days.

7. Offset Statement

Chamber shall from time to time, and not more than annually, upon not less than thirty (30) days prior written notice from City, execute, acknowledge, and deliver to City a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Chamber's knowledge, any incurred defaults on the part of City hereunder, or specifying such defaults if any are claimed.

8. Assignment and Subletting

Chamber shall not assign or transfer this Agreement or any right hereunder to any other party without first obtaining the written consent of City. Any assignment or subletting without such prior written consent shall be void for all purposes and City may, at its option, declare a forfeiture of the same in any manner provided by law. Consent to any such assignment or subletting shall be at the City's sole and absolute discretion, and City is not required hereunder to consent to any such proposed assignment or subletting.

9. Attorneys' Fees

In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees, experts' costs, and all other costs of suit.

10. Indemnification

Chamber agrees that Chamber will defend, indemnify and hold City and their elected officials, officers, agents and employees free and harmless from all liabilities, claims, losses, damages, costs and expenses for damage to persons or property by reason of Chamber's negligence or Chamber's acts or those of Chamber's employees, agents, guests or invitees in connection with Chamber's operations.

11. Authority of Parties

Each individual executing this Agreement on behalf of Chamber represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of Chamber and that this Agreement is binding upon Chamber in accordance with terms.

12. Waiver

The waiver by City of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Chamber of any term, covenant or condition of this Agreement, other than the failure of the Chamber to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of the acceptance of such rent.

13. Time

Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

14. Inability to Perform

This Agreement and the obligations of Chamber hereunder shall not be affected or impaired because City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil, insurrection, acts of God, or any other cause beyond the reasonable control of City.

This Agreement and the obligations of City hereunder shall not be affected or impaired because Chamber is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil, insurrection, acts of God, or any other cause beyond the reasonable control of Chamber.

15. Notices

Any notice required or permitted under the terms of this Agreement shall be deemed served when personally served on Chamber or City's City Clerk or when the same has been placed in the United States mail, postage prepaid and addressed as follows:

Chamber: Placentia Chamber of Commerce
120 S. Bradford Avenue
Placentia, CA 92870
Attention: President

City: City of Placentia
Attention: City Administrator
401 E. Chapman Avenue
Placentia, CA 92870

16. Execution by City Not a Waiver

Chamber understands and agrees that City, by entering into and executing this Agreement, shall not have waived any right, duty, privilege, obligation or authority vested in City to approve, disapprove or conditionally approve any application which Chamber may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which City may be empowered to apply, including, but not limited to, any use permit or approval whether similar in nature or not.

17. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter herein. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, and covenants in the Agreement itself.

18. No Partnership or Joint Venture; Private Undertaking

It is understood and agreed by and between the parties hereto that the scope of work contemplated by this Agreement is a not intended to create a legal business relationship, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

WHEREFORE, the parties hereto have entered into the Agreement as of the date set forth below opposite the name of each signatory hereto.

CITY:
CITY OF PLACENTIA,
a political subdivision of the
State of California

_____
Damien R. Arrula
City Administrator

CHAMBER:
PLACENTIA CHAMBER OF
COMMERCE, a California non
profit corporation

_____
Walt Lynch, President
Placentia Chamber of Commerce

Approved as to Form:

_____
Christian Bettenhausen, City Attorney

Attest:

_____
Robert S. McKinnell, City Clerk, City of Placentia

EXHIBIT "A"

DIAGRAM OF PREMISES

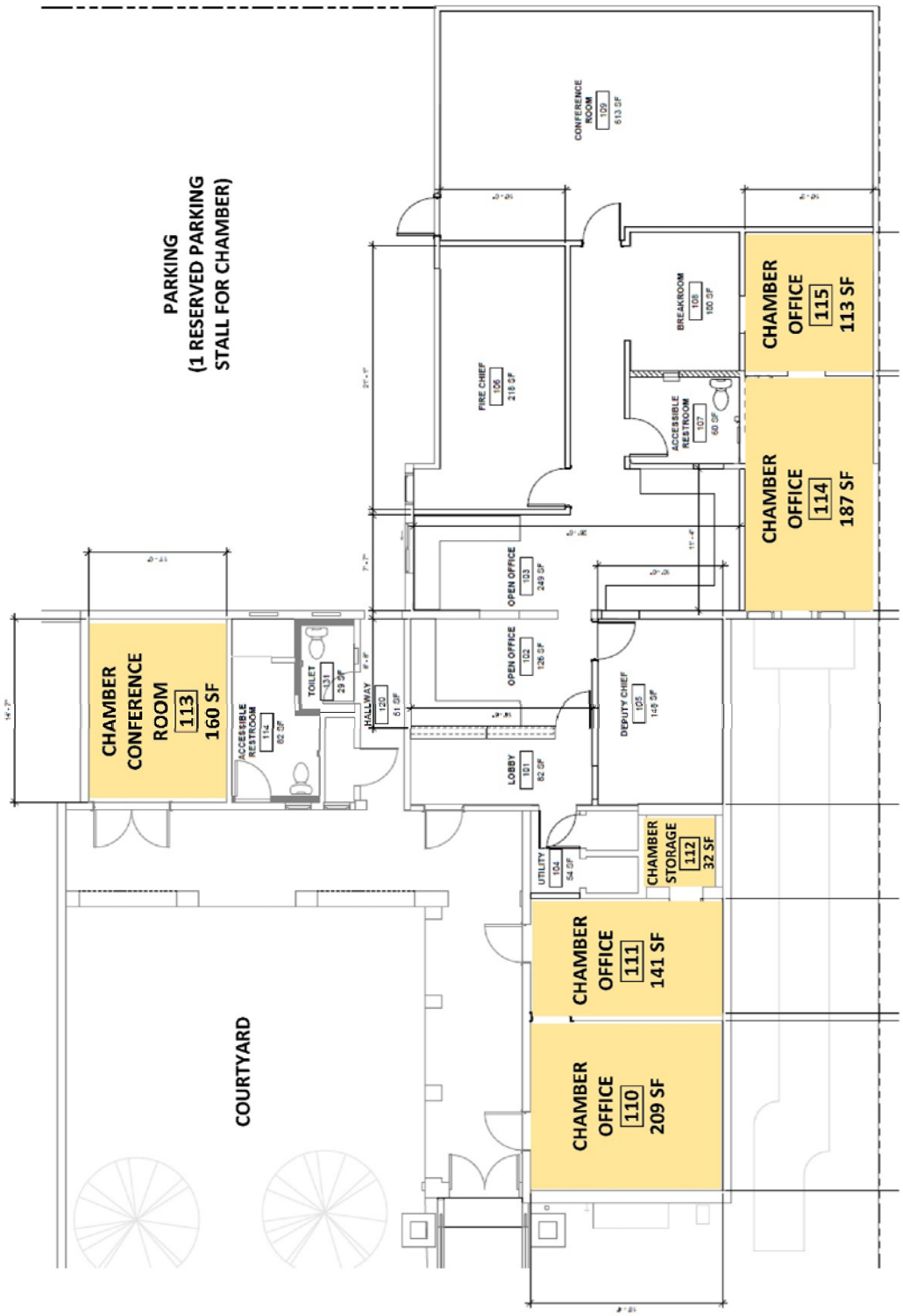


EXHIBIT "B"

SCOPE OF SERVICES

1. Chamber must remain in good standing as defined in the context of AB 488 (which went effective January 1, 2023), and means that the platform charity, recipient charitable organization, or other charitable organization's tax-exempt status has not been revoked by the Internal Revenue Service (IRS), or the FTB, or is not prohibited from soliciting or operating in the state by the Attorney General (AG).

2. Respond to inquiries from the general public by providing information on a variety of subjects, including but not limited to, business and business opportunities, visitor and new resident information, particularly as those inquiries relate to business generation in the City. The objective is to handle all phone, walk-in, mail, and facsimile inquiries in an efficient and informative manner in the following classifications:

   a. Phone calls requesting City and business information
   b. Walk-in's requesting general information
   c. Mail and e-mail response
   d. Brochures and pamphlets

   Inquiries will be dealt with by Chamber staff on a daily basis and will be recorded in a daily log. Activity figures will be reported to the City as part of the Chamber's annual report. Manage, update, and maintain the Chamber website with full range of information, including links to the City website.

3. Display City and Chamber information. These materials shall include Membership Directory and City map.

4. Coordinate with the City a monthly and annual Calendar of City and Chamber Events. Monitor all City and Chamber events to evaluate potential scheduling conflicts.

5. Display City marketing materials in the Visitors Center of events, entertainment, or activities for Old Town and other commercial areas with the assistance of the City and other business representatives.

6. Explore potential of developing more projects to promote and market Placentia.

7. Provide outreach efforts with other commercial centers with the goal of developing joint marketing and advertising campaigns and visitors' information materials.

8. Purchase and maintain a stock of Placentia Chamber merchandise and souvenirs for sale to the general public with all proceeds going to the Chamber.

9. Facilitate and coordinate meetings with City officials and merchants on matters of business

interest or concern: with a view to encourage creative and cooperative dialogue leading to potential solutions to business and economic development issues.

10. Assist in the development and distribution of mutually beneficial materials relating to the City and Chamber projects, and work with the City to disseminate this information.

11. Work with the Placentia Police Department to assist with business crime and safety welfare issues. Meet with the Chief of Police as needed to discuss retail areas that may be experiencing crime issues.

12. Submit an annual report, which shall be due to the City by October of each fiscal year, which includes an accurate and complete record of the number and nature of public inquiries and progress on other goals and business support services required in this Agreement and conducted the preceding year. Present the annual report to the City Council on an agreed upon meeting date. In addition, the Chamber shall occasionally brief the City Council on other areas of mutual interest. In addition, a Chamber representative shall be made available to attend any City Council meeting at the request of City staff on areas pertaining to business. City representative shall be made available to attend monthly Chamber board of director meetings.

13. A list of new business licenses will be provided to the Chamber on a monthly basis. A complete list of business licenses will be provided annually year, by the end of October. The Chamber will make available to provide these new businesses with a "Welcome Package" containing information from both City and the Chamber. The “Welcome Package” shall be made in consultation with the City and updated on an as needed basis.

14. Chamber shall work productively with the City to examine potential partnerships that would improve the vibrancy and economic development potential of the Old Town and all other unique Placentia destination areas as defined by both Parties.

15. At a time convenient to both the City and the Chamber, a representative from each will conduct visitations to certain businesses within the City of Placentia. The businesses will be selected from the top-tier sales tax generators and other influential or unique businesses within the community with a goal of visiting a business every quarter. The object of these visitations will be to promote Placentia as a strong business community as well as an excellent place to do business and to enhance goodwill between the City, the Chamber and business owners.

16. The Chamber also agrees to provide assistance in the implementation of the continuing Economic Development Strategic Plan as a means to attract and retain business.

City/Public/Chamber Benefits

1. In consideration for this Agreement, during the term of this Agreement (and the Extension Term, if any):

a) Chamber shall provide two (2) tables (free of charge) to the annual "State of the City" event;

b) Chamber shall provide one (1) table/booth at the "Taste of Placentia" for City to promote resources and community programs;

c) The City shall have the right to list events and programs in Chamber's electronic newsletters at no cost when space permits;

d) Chamber's website will include a link to the City website, on the menu bar programs as well as including community events on the website's monthly calendar;

e) The logo of the City of Placentia will be prominently displayed on the Chamber's website homepage (free of charge);

f) The logo of the City of Placentia shall be prominently displayed in the Chamber's weekly electronic newsletters;

g) Chamber to provide City with membership.

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/ PUBLIC SERVICES & INFRASTRUCTURE

DATE: OCTOBER 3, 2023

SUBJECT: **AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS INC. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

FISCAL IMPACT:
EXPENSE: $ 8,000.00 AMENDMENT AMOUNT
AVAILABLE: $ 631,501.30 FISCAL YEAR 2023-24 CIP BUDGET (332908-6741) BUDGET

SUMMARY:

On May 18th, 2021, the City Council approved a contract in the amount of $250,000 with Transtech Engineers Inc. (Transtech) for On-call Construction Management (CM) and inspection services. Staff utilized this contract to provide these services on the Fiscal Year (FY) 20-21 Arterial Roadway Resurfacing Project and the Highway Safety Improvement Program (HSIP), traffic safety improvement project.

On October 4th, 2022, Amendment No. 1, was approved by the City Administrator under his approval authority for increasing the spending limits on the Transtech contract by an additional amount of $25,000. The contract limit was increased to provide the additional funding necessary to cover the inspection services on both street and traffic improvement projects, bringing their maximum contract amount to $275,000. The CM services provided by Transtech included a part-time construction manager and a full-time inspector on the FY 20-21 Arterial Roadway Rehabilitation Project and the HSIP project.

Due to numerous unforeseen conditions, both projects experienced delays and as such, additional spending cap authority is needed to cover the additional hours needed to complete the projects. On February 7, 2023, Amendment No. 2 was approved by the City Council for providing additional spending limits on Transtech's contract amount by another $50,000. However, a final invoice in the amount of $7,560 for the CM work performed for the HSIP project was not captured as part of Amendment No. 2. Therefore, Staff seeks approval by the City Council to increase Transtech' s contract by $8,000 to a not-to-exceed amount of $333,000 to closeout the final project. It should be noted that the aforementioned additional cost for CM and inspection services provided to the HSIP project is covered by the liquidated damages that the City has collected from the construction contractor.

1.d.
Oct. 3, 2023

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve Amendment No. 3 to the Professional Services Agreement with Transtech for an additional $8,000, for a cumulative contract not-to-exceed amount of $333,000; and

2. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT

There is no specific City Council adopted 5-Year Strategic Goal or objective related to this agenda item.

DISCUSSION:

On February 4, 2021, Staff solicited proposals from qualified firms to create a bench list of professional consultants to provide on-call construction management and inspection services for the City's Capital Improvement Program (CIP). Staff selected the top four (4) ranked firms for a 3-year term with an option for a two-year term extension based upon performance and at the discretion of the City. Each consultant serves on an on-call basis and with a contract not-to-exceed amount of $250,000, the cost of which is charged to individual project budgets. As one of the top-ranking firms on the list, Transtech was selected based upon their experience and qualifications to provide the City with CM and inspection services on the FY 20-21 Arterial Rehabilitation and the Highway Safety Improvement Program (HSIP) projects.

Transtech provided the City with an initial proposal in the amount of $137,965 for performing CM and inspection services on the FY 20-21 Arterial Paving Project and $88,996 for the HSIP, respectively. In addition, Transtech provided the City with a proposal in the amount of $9,990 for materials testing services to provide quality assurance on the City's paving projects. Due to several unforeseen conditions encountered during construction, both projects experienced extensive delays, some of which was attributed to conflicts with unforeseen field conditions which were not anticipated during the design phase of the projects. To provide adequate spending authority under the contract cap, Amendment No. 1 in the amount of $25,000 was approved by the City Administrator under his approval authority limit and Amendment No. 2 in the amount of $50,000 was approved by the City Council which increased the contract not-to-exceed amount to $325,000.

The FY 20-21 Arterial Rehabilitation Project was completed in 2022 and the HSIP project was completed in July 2023. However, the CM work performed by Transtech in October 2022 for the HSIP project has not been fully paid because the invoice exceeded the contract cumulative amount by $7,560. Staff seeks Council approval to increase Transtech's contract by $8,000 to a not-to-exceed amount of $333,000 to pay for the remaining invoice and closeout the project with Transtech. The HSIP project was delayed by 28 working days due to construction inefficiency caused by the contractor. The additional cost for CM and inspection services provided to the HSIP

project is covered by the liquidated damages that the City has collected from the construction contractor.

FISCAL IMPACT:

The recommended action will approve an amendment to the Professional Services Agreement with Transtech for an additional $8,000 for a cumulative not-to-exceed amount of $333,000. Sufficient funds are budgeted and available in the amended Fiscal Year 2023-24 Capital Improvement Program Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared by:

Kyra Tao, P.E.
Transportation Manager

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Amendment No. 3 to PSA with Transtech, Inc.

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF PROFESSIONAL SERVICES WITH
TRANSTECH ENGINEERS, INC.

This Amendment No. 3 ("Amendment") to Professional Services Agreement is made and entered into effective the October 3rd 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and TRANSTECH ENGINEERS, INC., a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. RECITALS:

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective May 18, 2022 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A."

(ii). The Parties now seek to amend the Agreement to increase the cumulative not-to-exceed amount by $7,560.00 for additional construction management and inspection services in support of the Highway Safety Improvement Program (HSIP).

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.1, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Consultant shall be paid in accordance with the fee scheduled set forth in Exhibit "A". Consultant's total compensation shall not exceed Three Hundred Thirty-Two Thousand, Five Hundred Sixty Dollars ($332,560) over the initial three-year term.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 3 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 3 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
Ahmand R. Ansari, PE, Principal

CITY OF PLACENTIA

By: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By:_____
Christian L. Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: OCTOBER 3, 2023

SUBJECT: **CONTRACT CHANGE ORDERS NO.8 AND NO.9 FOR THE TOD CROWTHER SEWER PIPELINE REPLACEMENT PROJECT**

FISCAL IMPACT:

EXPENSE:	$ 4,696,973.63	ORIGINAL CONSTRUCTION CONTRACT
	$ 469,697.36	CONTINGENCY AMOUNT
	$ 136,481.16	CONTRACT CHANGE ORDER NO. 8 AND 9
	$ 5,303,152.15	TOTAL CONTRACT AMOUNT WITH CHANGE ORDERS
BUDGET:	$ 5,445,645.90	TOTAL PROJECT BUDGET
	$ 3,829,676.56	(103101-6750) ARPA FUNDS
	$ 1,615,969.00	(713101-6750) TOD SEWER DEVELOPMENT IMPACT FEES

SUMMARY:

Two Contract Change Orders for the TOD Crowther Sewer Pipeline Replacement Project covering major unforeseen conditions and extra work are being presented to the City Council for its consideration. Kana Pipeline, Inc. has been contracted by the City to construct the above-mentioned project. Upon completing all of the trenching and sewer pipe installation, quantities for three bid items were exceeded, which had not been anticipated during the design phase. As the work nears completion, it was discovered that additional sewer pipe, concrete, and asphalt pavement restorations were needed. In addition, due to the extended working days, the project accrued additional fees to pay for inspection services by the BNSF staff observing the construction work within their right-of-way. There have been seven previous change orders that were approved by the City Administrator within his administrative approval limits. However, with the addition of the change order Nos. 8 and 9 plus the overage on three (3) bid items, the project is now exceeding the 10% contingency, which is the City Administrator's authority limit, and therefore requires City Council consideration and approval.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Authorize the City Administrator to approve Contract Change Orders Nos. 8 and 9 with Kana Construction Inc. in the amount of $136,481.16, and

1.e.
Oct. 3, 2023

2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Promote Community and Economic Development, as Objective Number 3.10 is the implementation of housing element strategies. This agenda item will specifically result in the enhancement of public infrastructure needed to support additional/future housing opportunities in the Transit-Oriented Development (TOD) District.

DISCUSSION:

On November 16, 2021, the City Council approved a contract with Kana Pipeline Inc., (Kana) to provide construction services on the TOD Crowther Sewer Pipeline Replacement project. Since the start of construction, the project has encountered numerous delays due to unforeseen conditions. The existing sewer line serving the Transit-Oriented Development (TOD) District requires upgrading to provide adequate capacity for the new developments along Crowther Avenue. Kana was given notice to proceed to start the project on January 17, 2022. The unknown field conditions encountered contributed to project delays and added project costs and change orders. These included unknown abandoned utilities not previously shown on the construction plans that had to be removed in addition to other utilities in the same vicinity of the new sewer line. In addition, there were several unit bid item quantities that exceeded the original estimate thus increasing the cost to construct the project. The cost for those items is controlled by unit bid pricing times the total quantity of the item. In addition, it should be noted that the proposed project was constructed beyond Placentia city limits and well into the city of Fullerton. This required coordinating with Fullerton staff whom also had a street project within the vicinity, which created a delay in the project deliverables. The original completion date for the project was October 5, 2022 but was extended to September 15, 2023.

FISCAL IMPACT:

The cost for Contract Change Orders Nos. 8 and No. 9 amounts to $136,481.16. The previous seven (7) contract change orders were approved by the City Administrator as they were within his administrative approval limit. However, these change orders exceed his 10% aggregate approval limit and are presented to the City Council for its consideration and approval. The revised total construction contract amount is $5,303,152.15. Sufficient funds are budgeted and available in the Fiscal Year 2023-24 Capital Improvement Program Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared by:

Chris Tanio
Deputy Director Public Works/City Engineer

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Contract Change Orders Nos. 8 and No. 9

Contract Change Order No.8

Project Title: Crowther Sewer Line Project

Owner: City of Plancentia **Contractor:** Kana Pipeline, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

Description of work done, estimate of quantities and prices to be paid.

1 This Change Order provides:
- a) Change to contract amount per exhibit A.

2 This Change Order came about from:
- a) *Differences between plans and utility locations found by the contractor, efforts to locate utilities in order to proceed with work as planned.*

3 Action to be taken:
- a) CORs 62, 106, 108, 109,111, 112, 114, 116, 120 are approved per attached Exhibit 'A'

4 Compensation

a)	Adjustment of Line Items exceeding 25%	
b)	Extra work	$111,725.80
d)	Credits	
Total		$111,725.80

5 Contract Time Extension
- a) 21

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is an Contractor initiated change and includes all labor, equipment, materials, and supervision and Adminstration.

CHANGE TO CONTRACT COST:			CHANGE TO CONTRACT TIME:
Contract Amount:	$	4,696,973.63	382 Working Days
Previous CCOs:	$199,300.97		
Adjustment of Line Items Exceeding 25%			
Total Extra Work		$111,725.80	
Total Field Adjustments	$	-	
Total Credits	$	-	
Changes in Line Items:	$	111,725.80	
Current Contract price:	$	5,008,000.40	
			403 Working Days

Prepared by: _____

Kevin Koura, Public Works Inspector, City of Placentia

Recommended: _____

Masoud Sepahi, Construction Manager, Infrastructure Engineers

Recommended: _____

Luis Estevez, Deputy City Administrator, City Of Placentia

Approved by: _____

Damien R. Arrula, City Administrrator, City Of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be prices shown above

Accepted: Joshua Locke Aug 15, 2023

JOSHUA LOCKE, VICE PRESIDENT OF OPERATIONS

DS

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

CCO No. 8 Exhibit 'A'

Project Title: Crowther Sewer Line Project

Owner: City of Placentia **Contractor:** Kana Pipeline, Inc.

No.	Description	Bid		Actual	Time Extension (working days)	Cost	Comments	CREDIT	EXTRA
1	COR 62: Day 1: Pour curb and gutter and part of sidewalk at restaurant entrance at State College (before Orangethorpe) due to cave-in Day 2: Form and pour curb/gutter and portion of sidewalk at drive approach of restaurant (18.0"x6' - side walk and gutter) (8'x2.2' - curb gutter). Removed and replaced due to unstable and over sturated soil colapsed and not suited for backfill				2	$ 7,020.18			$7,020.18
2	COR 106: Remove and replace Curb & Gutter, & Stamped Concrete Asta 30+00 on Placentia Ave				3	$ 13,465.00			$13,465.00
3	COR 108: Breakout manhole connection 24" gas line on the way for core drill. Hand dig point of connection on existing				1	$3,120.54			$3,120.54
4	COR 109: Reconnect 8" VCP Sewer Lateral @ STA 46+50				2	$29,674.00			$29,674.00
5	COR 111: Remove portion of existing 6" gas line not shown on plans at STA 23+23 and 24+38				1	$1,083.83			$1,083.83
6	COR 112: Remove portion of existing 6" steel gas line not showing on plans at STA 37+21, 38+05, and 38+60				1	$1,611.50		-	$1,611.50
7	COR 114: Remove abandoned 18" RCP in conflict with gas main				1	$11,192.00		-	$11,192.00
8	COR 116: T&M Industrial Connection				5	$54,337.05			$54,337.05

CCO No. 8 Exhibit 'A'

Project Title: Crowther Sewer Line Project

Owner: City of Placentia **Contractor:** Kana Pipeline, Inc.

9	COR 119: Standby of Equipment waiting for Gas Company				5	$1,988.88		-	$1,988.88
10	COR 120: Credit for stamped concrete at STA 30+00 on Placentia Ave				0	-$4,747.00		-	-$4,747.00
								-	
								-	
							Sum of Line Item Adjustments	$ -	$111,725.80
							Cost of Line Item adjustments	$ 111,725.80	
							Change in Contract Cost	$111,725.80	

Contract Change Order No.9

Project Title: Crowther Sewer Line Project

Owner: City of Plancentia **Contractor:** Kana Pipeline, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

Description of work done, estimate of quantities and prices to be paid.

1 This Change Order provides:
- a) Change to contract amount per exhibit A.

2 This Change Order came about from:
- a) *Differences between plans and utility locations found by the contractor, efforts to locate utilities in order to proceed with work as planned.*

3 Action to be taken:
- a) CORs 4, 45, 55, 56, 60, and 62, are approved per attached Exhibit 'A'

4 Compensation

a)	Adjustment of Line Items exceeding 25%	
b)	Extra work	$24,755.36
d)	Credits	
Total		$24,755.36

5 Contract Time Extension
- a) 4

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is an Contractor initiated change and includes all labor, equipment, materials, and supervision and Adminstration.

CHANGE TO CONTRACT COST:			**CHANGE TO CONTRACT TIME:**
Contract Amount:	$	4,696,973.63	403 Working Days
Previous CCOs:	$311,026.77		
Adjustment of Line Items Exceeding 25%			
Total Extra Work		$24,755.36	
Total Field Adjustments	$	-	
Total Credits	$	-	
Changes in Line Items:	$	24,755.36	
Current Contract price:	$	5,032,755.76	
			407 Working Days

Prepared by: _____

Kevin Koura, Public Works Inspector, City of Placentia

Recommended: _____

Masoud Sepahi, Construction Manager, Infrastructure Engineers

Recommended: _____

Luis Estevez, Deputy City Administrator, City Of Placentia

Approved by: _____

Damien R. Arrula, City Administrrator, City Of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be
prices shown above

Accepted: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

CCO No. 9 Exhibit 'A'

Project Title: Crowther Sewer Line Project

Owner: City of Placentia **Contractor:** Kana Pipeline, Inc.

No.	Description	Bid		Actual	Time Extension (working days)	Cost	Comments	CREDIT	EXTRA
1	COR 04: Price Change -- Potholing Traffic Control on State College Blvd. Cost $9,438				0	$9,438.00			$9,438.00
2	COR 45: Crossing 18" storm drain at STA 57+70+/-; no showing on plans CREDIT BACK TO CITY FOR DOUBLE CHARGE ON CO 05 AND CO 06.				0	$ (3,494.60)			-$3,494.60
3	COR 55: Looking for water services marked by USA at STA 60+10 +/-, STA 60+12 +/-, and 60+14 +/-. Not showing on plans.				1	$2,104.84			$2,104.84
4	COR 56: Day 1: Locate and expose 6" water line STA 60+17 +/-, 4" conduit STA 60+22 +/-, 1" gas line STA 60+29 -/+. Not showing on plans Day 2: Backfill and compact around existing no showing on plans "water" STA 60+17 +/- "electric conduit" STA 60+22 +/-, and "gas" line STA 60+29 +/-				2	$7,154.52			$7,154.52
5	COR 60: Locate and expose 6" water main (fire hydrant) STA 62+42+/- and 1" water service (irrigation) STA 62+39+/- not shown on plans				1	$3,048.12			$3,048.12
6	COR 62: Day 1: Pour curb and gutter and part of sidewalk at restaurant entrance at State College (before Orangethorpe) due to cave-in Day 2: Form and pour curb/gutter and portion of sidewalk at drive approach of restaurant (18.0"x6' - side walk and gutter) (8'x2.2' - curb gutter). Removed and replaced due to unstable and over sturated soil colapsed and not suited for backfill				0	$ 6,504.48		-	$6,504.48
								-	
								-	
							Sum of Line Item Adjustments	$ -	$24,755.36
							Cost of Line Item adjustments	$ 24,755.36	
							Change in Contract Cost	$24,755.36	

Change Order Request 4

License: 461487

Kana Pipeline, Inc.
12620 Magnolia Ave.
Riverside CA 92503

2135 - Tod Crowther Sewer Line Project

Date Submitted: 3/29/2022
Requested By: Danny Sandoval

TO: CITY OF PLACENTIA
, 401 E. Chapman Avenue
Placentia, CA 92870

Project: 2135
Tod Crowther Sewer Line Project

Project will be delayed by: Days

Please issue a change order for the following work beyond the scope of Kana Pipeline's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
4	3/29/2022	10134		PC - Price Change -- Potholing Traffic Control on State College Blvd. Note:This is the price for the traffic control devices to do pothole work on State College and Orangethorpe per City's request to determine if we can start of different location. Traffic Control was originally part of pipeline installation. We figured to pothole then dig and install pipes within the same traffic control set up.	9,438.00

Total **9,438.00**

Kana Pipeline, Inc.

Signed: _____

Proposal for:

PC#10134 POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD.

from

Kana Pipeline, Inc.
12620 Magnolia Ave., Riverside, CA 92503
(714) 986-1400 Fax: (714) 986-1417
License: 461487 Type: A

Bid Date: 3/24/2022
Time: 2:00PM

Quote Number: 9667.03

City Of Placentia

Project No. JOB# 2135 PC#10134

	Item	Description	Quantity	Unit	Unit Price	Total Price
100		**POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD.**				
	01	TRAFFIC CONTROL PER WATCH MANUAL	1.00	EA	7,764.0000	7,764.00
	02	LIGHT TOWER	2.00	EA	783.0000	1,566.00
	03	PAYMENT & PERFORMANCE BOND	1.00	EA	108.0000	108.00
					Total:	9,438.00

Total For POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD. 9,438.00

Total: 9,438.00

Estimator: Mark Baul

SharpeSoft Generated by a SharpeSoft Product

Kana Pipeline, Inc.
Item Cost Detail
PC#10134 POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD.

Group: 100 POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD.

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
01	**TRAFFIC CONTROL PER WATCH MANUAL**	**1.00**	**EA**	**6,609.7600**	**6,609.76**

01	**TC DEVICES**		**1.00**	**EA**	**6,609.7600**	**6,609.76**

	Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
L	Laborer (Group 3)	PWBID22	2.00 / 2.00	DAY	722.3200	2,889.28
E	Light Duty Flatbed Crew Truck	2011-BID	1.00 / 2.00	DAY	144.2400	288.48
E	Traffic Control	2011-BID	17.16 / 2.00	DAY	100.0000	3,432.00

Prod. per Day: 0.50 Day Lgth: 8.00 Hrs Req: 16.00 Lbr Typ: Standard Man. Hrs.: 32.00
Work. Comp. WC-09 0.00% Days Req: 2.00 Man Hrs Per EA 32.000000
Work Type:

	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
Unit Cost:		2,889.28	3,720.48				
Total Cost:		2,889.28	3,720.48				

01	**TRAFFIC CONTROL PER WATCH MANUAL**		**1.00**	**EA**	**6,609.7600**	**6,609.76**

	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
Unit Cost:		2,889.28	3,720.48				
Total Cost:		2,889.28	3,720.48				

Kana Pipeline, Inc.

Item Cost Detail

PC#10134 POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD.

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
02	**LIGHT TOWER**	**2.00**	**EA**	**680.9600**	**1,361.92**
01	**TOWER**	**2.00**	**EA**	**680.9600**	**1,361.92**

	Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
O	Misc. Construction Costs	2011-BID	2.00	LS	232.1600	464.32
O	Misc. Construction Costs	2011-BID	2.00	LS	232.1600	464.32
L	Laborer (Group 3)	PWBID22	1.00 / 0.50	DAY	722.3200	361.16
E	Light Duty Flatbed Crew Truck	2011-BID	1.00 / 0.50	DAY	144.2400	72.12

Prod. per Day: 1.00 Day Lgth: 8.00 Hrs Req: 16.00 Lbr Typ: Standard Man. Hrs.: 4.00
Work. Comp. WC-09 0.00% Days Req: 2.00 Man Hrs Per EA 2.000000
Work Type:

	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
Unit Cost:		180.58	36.06	464.32			
Total Cost:		361.16	72.12	928.64			

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
02	**LIGHT TOWER**	**2.00**	**EA**	**680.9600**	**1,361.92**

	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
Unit Cost:		180.58	36.06	464.32			
Total Cost:		361.16	72.12	928.64			

Kana Pipeline, Inc.
Item Cost Detail

PC#10134 POTHOLING TRAFFIC CONTROL ON STATE COLLEGE BLVD.

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
03	**PAYMENT & PERFORMANCE BOND**	**1.00**	**EA**	**94.0000**	**94.00**

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
01	**BOND**	**1.00**	**LS**	**94.0000**	**94.00**

	Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
O	Performance Bond	2011-BID	1.00	LS	94.0000	94.00

Prod. per Day: Day Lgth: 8.00 Hrs Req: Lbr Typ: Standard Man. Hrs.:
Work. Comp. WC-09 0.00% Days Req: Man Hrs Per LS 0.000000
Work Type:

	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
Unit Cost:				94.00			
Total Cost:				94.00			

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
03	**PAYMENT & PERFORMANCE BOND**	**1.00**	**EA**	**94.0000**	**94.00**

	Material	Labor	Equipment	Other	Subcontractor	Plug	Truck
Unit Cost:				94.00			
Total Cost:				94.00			

Ultra Engineering Contractors, Inc.

31301 Auld Road, Murrieta, CA 92563

1-951-223-3552

Pothole Log Report

for

Kana Pipeline Inc

Tod Crowther

Date	PH	Location	Surface Material	Surface Depth	Base Material	Base Depth
03/30/2022	001	State College	Asphalt	4"	None	

Offset	Utility Type	Material Type	Size	Depth Top	Depth Bottom	Time
	Sewage	VCP	10"	-10.10	-10.93	22:01

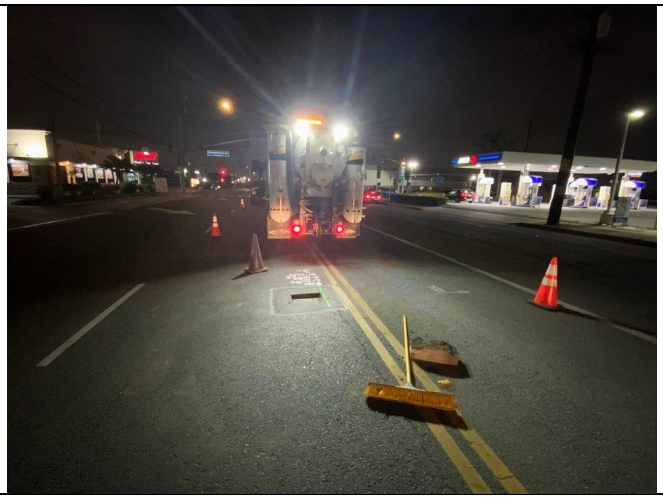
Utility Comment

Material Comment

Pothole:

Measurement:

Utility:



Proximity:

Comments:

Date	PH	Location	Surface Material	Surface Depth	Base Material	Base Depth
03/30/2022	002	Corner of State College and Orangethorpe	Asphalt	16"	None	

Offset	Utility Type	Material Type	Size	Depth Top	Depth Bottom	Time
	Sewage	VCP	10"	-8.45	-9.28	00:12

Utility Comment

Material Comment

Pothole:

Measurement:

Utility:

Proximity:

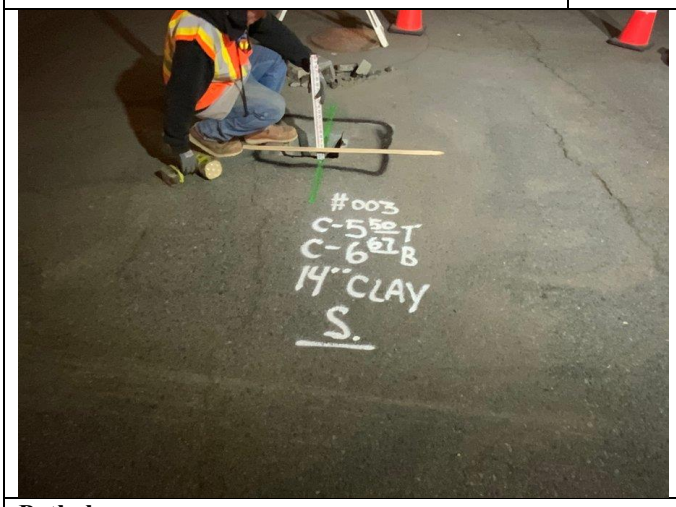
Comments:

Date	PH	Location	Surface Material	Surface Depth	Base Material	Base Depth
03/31/2022	003	Corner of State College and Orangethorpe	Asphalt	18"	None	

Offset	Utility Type	Material Type	Size	Depth Top	Depth Bottom	Time
	Sewage	VCP	14"	5.50	-6.67	00:15

Utility Comment

Material Comment



Pothole:

Measurement:

Utility:

Proximity:

Comments:

Change Order Request 45

License: 461487

Kana Pipeline, Inc.
12620 Magnolia Ave.
Riverside CA 92503

2135 - Tod Crowther Sewer Line Project

Date Submitted: 11/8/2022
Requested By: Danny Sandoval

TO: CITY OF PLACENTIA
, 401 E. Chapman Avenue
Placentia, CA 92870

Project: 2135
Tod Crowther Sewer Line Project
Orangethorpe, Placentia & Crowther

Project will be delayed by: 1 Days

Please issue a change order for the following work beyond the scope of Kana Pipeline's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
45	10/31/2022		22009	EWO -- EWO 22009 - Crossing 18" storm drain at STA 57+70+/-; no showing on plans.	3,494.60

Total **3,494.60**

Kana Pipeline, Inc.

Signed: _____

Kana Pipeline, Inc.

Extra Work Order # 22009

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	10/31/2022
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Crossing 18" storm drain at STA 57+70 +/-; no showing on plans.

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Alcantar, Nicolas/Operator	$112.95	3					$338.85
Ramos, Abel/Pipelayer	$92.65	3					$277.95
Gutierrez, Guillermo/Operator	$112.95	3					$338.85
Ramos, Azael/ Laborer	$85.50	3					$256.50
Duran, Jesus/Pipelayer	$92.65	3					$277.95
						Subtotal =	$1,788.12

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Backhoe CAT 420	1	3	HOURLY	$72.00		$216.00
75K Excavator	1	3	HOURLY	$194.00		$582.00
3.0 to 4.5 Loader	1	3	HOURLY	$130.00		$390.00
Crew Truck W/ Tools	1	3	HOURLY	$31.00		$93.00
Traffic Control	1	3	HOURLY	$57.47		$172.41
Provide equipment rate sheet						
					Subtotal =	$1,671.42

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

No Rounding --->

Bond 34.59

	Total Cost =	$	3,459.54
	Overhead & Profit =	$	-
	Earned Total =	$	3,460.00
	OCIP Charge =		
1%	**Bond Charge =**	$	34.60
	EWO Total =	$	**3,494.60**

Kana Pipeline, Inc.

EWO # 22009

Project Name: CROWTHER
Job Location: PLACENTIA
Client: CITY OF PLACENTIA
Kana Project # 2135
Date: OCT - 31 · 22
Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

CROSSING 18" STORM DRAIN STA 57+70 ±
NO SHOWING ON PLANS.

Sta # or Location:
Reason:

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
43	ALCANTAR NICOLAS		3						
656	RAMOS ABEL		3						
767	GUTIERREZ GUILLERMO		3						
1730	RAMOS AZAEL		3						
39	DURAN JESUS		3						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe	1	3	Air Compressor / Tools		
Cat 446 Backhoe			Trash Pump: Size_____		
75K Excavator	1	3	Crew Truck	1	3
100K Excavator			Traffic Control	1	3
3-4.5 Yd. Loader	1	3	Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck			Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO

A.H. Rocha 11-1-22
Approved by - Client Verification

NOV 1, 2022 OCT - 31 - 22
Date Signed

NICOLAS A.
Kana Verification

Change Order Request 55

License: 461487

Kana Pipeline, Inc.
12620 Magnolia Ave.
Riverside CA 92503

2135 - Tod Crowther Sewer Line Project

Date Submitted: 01/25/2023
Requested By: Danny Sandoval

TO: CITY OF PLACENTIA
, 401 E. Chapman Avenue
Placentia, CA 92870

Project: 2135
Tod Crowther Sewer Line Project
Orangethorpe, Placentia & Crowther

Project will be delayed by: 1 Days

Please issue a change order for the following work beyond the scope of Kana Pipeline's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
55	12/7/2022		22130	EWO -- EWO 22130 - Looking for water services marked by USA at STA 60+10 +/-, STA 60+12 +/-, and 60+14 +/-. Not showing on plans. (WS not found)	2,104.84

Total **2,104.84**

Kana Pipeline, Inc.

Signed: _____

Kana Pipeline, Inc.

Extra Work Order # 22130

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	12/7/2022
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Looking for water services marked by USA at STA 60+10 +/-, STA 60+12 +/-, and 60+14 +/-. Not showing on plans.

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Alcantar, Nicolas/Operator	$112.95	2					$225.90
Duran, Jesus/Pipelayer	$92.65	2					$185.30
Gutierrez, Guillermo/Operator	$112.95	2					$225.90
Ramos, Azael/ Laborer	$85.50	2					$171.00
						Subtotal =	$969.72

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Backhoe CAT 420	1	2	HOURLY	$72.00		$144.00
75K Excavator	1	2	HOURLY	$194.00		$388.00
3.0 to 4.5 Loader	1	2	HOURLY	$130.00		$260.00
Crew Truck W/ Tools	1	2	HOURLY	$31.00		$62.00
Traffic Control	1	2	HOURLY	$57.47		$114.94
					Subtotal =	$1,114.28

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	2,084.00
	Overhead & Profit =	$	-
	Earned Total =	$	2,084.00
	UCIP Charge =		
1%	**Bond Charge =**	$	20.84
	EWO Total =	**$**	**2,104.84**

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Kana Pipeline, Inc.

EWO # 22130

Project Name: CROWTHER
Kana Project # 2135
Job Location: PLACENTIA
Date: 12-7-22
Client: CITY OF PLACENTIA
Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

LOOKING FOR WATER SERVICES MARK BY USA AT STA 60+10± - STA 60+12± - STA 60+14± NOT SHOWING ON PLANS.

Sta # or Location:

Reason:

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
43	ALCANTAR IVIRCAS		2						
39	DURAN JESUS		2						
767	GUTIERREZ GUILLERMO		2						
1730	RAMOS AZAEL		2						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe	1	2	Air Compressor / Tools		
Cat 446 Backhoe			Trash Pump: Size_____		
75K Excavator	1	2	Crew Truck	1	2
100K Excavator			Traffic Control	1	2
3-4.5 Yd. Loader	1	2	Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck			Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO

12-7-22 — Date Signed

NICOLAS A. — Kana Verification

Approved by - Client Verification

INSPECTOR REFUSED TO SIGN

Change Order Request 56

License: 461487

Kana Pipeline, Inc.
12620 Magnolia Ave.
Riverside CA 92503

2135 - Tod Crowther Sewer Line Project

Date Submitted: 01/25/2023
Requested By: Danny Sandoval

TO: CITY OF PLACENTIA
, 401 E. Chapman Avenue
Placentia, CA 92870

Project: 2135
Tod Crowther Sewer Line Project
Orangethorpe, Placentia & Crowther

Project will be delayed by: 1 Days

Please issue a change order for the following work beyond the scope of Kana Pipeline's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
211	12/8/2022		22133	EWO -- EWO 22133 - Day 1: Locate and expose 6" water line STA 60+17 +/-, 4" conduit STA 60+22 +/-, 1" gas line STA 60+29 -/+. Not showing on plans.	4,767.58
211	12/9/2022		22136	EWO Day 2 -- EWO 22136 - Day 2: Backfill and compact around existing no showing on plans "water" STA 60+17 +/- "electric conduit" STA 60+22 +/-, and "gas" line STA 60+29 +/-.	2,386.94
				Total	**7,154.52**

Kana Pipeline, Inc.

Signed: _____

Kana Pipeline, Inc.

Extra Work Order # 22133

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	12/8/2022
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Locate and expose 6" water line STA 60+17 +/-, 4" conduit STA 60+22 +/-, 1" gas line STA 60+29 -/+. Not showing on plans.

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Alcantar, Nicolas/Operator	$112.95	4					$451.80
Duran, Jesus/Foreman	$114.46	4					$457.84
Ramos, Abel/Pipelayer	$92.65	4					$370.60
Gutierrez, Guillermo/Operator	$112.95	4					$451.80
Ramos, Azael/ Laborer	$85.50	4					$342.00
						Subtotal =	$2,488.85

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Backhoe CAT 420	1	4	HOURLY	$72.00		$288.00
75K Excavator	1	4	HOURLY	$194.00		$776.00
3.0 to 4.5 Loader	1	4	HOURLY	$130.00		$520.00
Crew Truck W/ Tools	1	4	HOURLY	$31.00		$124.00
Traffic Control	1	4	HOURLY	$57.47		$229.88
					Subtotal =	$2,228.56

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	4,717.41
	Overhead & Profit =	$	-
	Earned Total =	$	4,717.41
	UCIP Charge =		
1%	**Bond Charge =**	$	47.17
	EWO Total =	$	**4,764.58**

Kana Pipeline, Inc.

EWO # 22133

Project Name: CROWTHER
Job Location: PLACENTIA
Client: CITY OF PLACENTIA

Kana Project # 2135
Date: 12-8-22
Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

LOCATE AND EXPOSE 6" WATER LINE STA 60+17±
4" CONDUCT STA 60+22±
1" GAS LINE STA 60+29±

NOT SHOWING ON PLANS.

Sta # or Location:

Reason:

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
43	ALCANTAR NICOLAS		4						
39	DURAN JESUS		4						
656	RAMOS ABEL		4						
767	GUTIERREZ GUILLERMO		4						
1730	RAMOS AZAEL		4						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe	1	4	Air Compressor / Tools		
Cat 446 Backhoe			Trash Pump: Size_____		
75K Excavator	1	4	Crew Truck	1	4
100K Excavator			Traffic Control	1	4
3-4.5 Yd. Loader	1	4	Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck			Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO

HA Rec'd 12/9/22
Approved by - Client Verification

12-8-22
Date Signed

NICOLAS A.
Kana Verification

Kana Pipeline, Inc.

Extra Work Order # 22136

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	12/9/2022
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Day 2: Backfill and compact around existing no showing on plans "water" STA 60+17 +/- "electric conduit" STA 60+22 +/-, and "gas" line STA 60+29 +/-.

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Alcantar, Nicolas/Operator	$112.95	2					$225.90
Duran, Jesus/Foreman	$114.46	2					$228.92
Ramos, Abel/Pipelayer	$92.65	2					$185.30
Gutierrez, Guillermo/Operator	$112.95	2					$225.90
Ramos, Azael/ Laborer	$85.50	2					$171.00
						Subtotal =	$1,244.42

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Backhoe CAT 446	1	2	HOURLY	$74.00		$148.00
75K Excavator	1	2	HOURLY	$194.00		$388.00
3.0 to 4.5 Loader	1	2	HOURLY	$130.00		$260.00
Crew Truck W/ Tools	1	2	HOURLY	$31.00		$62.00
Traffic Control	1	2	HOURLY	$57.47		$114.94
					Subtotal =	$1,118.88

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	2,363.31
	Overhead & Profit =	$	-
	Earned Total =	$	2,363.31
	UCIP Charge =		
1%	**Bond Charge =**	$	23.63
	EWO Total =	$	**2,386.94**

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Kana Pipeline, Inc.

EWO # 22136

Project Name: CROWTHER

Job Location: PLACENTIA

Client: CITY OF PLACENTIA

Kana Project # 2135

Date: 12-9-22

Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

BACKFILL AND COMPACT AROUND EXISTING UTILITIES AS SHOWING ON PLANS "WATER" STA- 60+[illegible] ± "ELECTRIC CONDUCT" STA 60+29 ± AND "GAS" LINE STA 60+29 ±

Sta # or Location:

Reason:

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
43	ALCANTAR NICOLAS		2						
89	DURAN JESUS		2						
656	RAMOS ABEL		2						
767	GUTIERREZ GUILLERMO		2						
1730	RAMOS AZAEL		2						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe	1	2	Air Compressor / Tools		
Cat 446 Backhoe			Trash Pump: Size		
75K Excavator	1	2	Crew Truck	1	2
100K Excavator			Traffic Control	1	2
3-4.5 Yd. Loader	1	2	Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck			Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO

MA. Received 12/9/22

Approved by - Client Verification

12-9-22

Date Signed

NICOLAS A

Kana Verification

Change Order Request 60

License: 461487

Kana Pipeline, Inc.
12620 Magnolia Ave.
Riverside CA 92503

2135 - Tod Crowther Sewer Line Project

Date Submitted: 1/25/2023
Requested By: Danny Sandoval

TO: CITY OF PLACENTIA
, 401 E. Chapman Avenue
Placentia, CA 92870

Project: 2135
Tod Crowther Sewer Line Project
Orangethorpe, Placentia & Crowther

Project will be delayed by: 1 Days

Please issue a change order for the following work beyond the scope of Kana Pipeline's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
60	1/17/2023		22230	EWO -- EWO 22230 - Locate and expose 6" water main (fire hydrant) STA 62+42+/- and 1" water service (irrigation) STA 62+39+/- not shown on plans	3,048.12

Total **3,048.12**

Kana Pipeline, Inc.

Signed: _____

Kana Pipeline, Inc.

Extra Work Order # 22230

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	1/17/2023
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Locate and expose 6" water main (fire hydrant) STA 62+42+/- and 1" water service (irrigation) STA 62+39+/- not shown on plans.

STA #/ LOCATION: **REASON:**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Alcantar, Nicolas/Operator	$112.95	3					$338.85
Duran, Jesus/Pipelayer	$92.65	3					$277.95
Ramos, Abel/Pipelayer	$92.65	3					$277.95
Gutierrez, Guillermo/Operator	$112.95	3					$338.85
Ramos, Azael/ Laborer	$85.50	3					$256.50
						Subtotal =	$1,788.12

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Backhoe CAT 446	1	3	HOURLY	$74.00		$222.00
75K Excavator	1	3	HOURLY	$194.00		$582.00
Crew Truck W/ Tools	1	3	HOURLY	$31.00		$93.00
Traffic Control	1	3	HOURLY	$57.47		$172.41
					Subtotal =	$1,229.82

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	3,017.94
	Overhead & Profit =	$	-
	Earned Total =	$	3,017.94
	OCIP Charge =		
1%	**Bond Charge =**	$	30.18
	EWO Total =	**$**	**3,048.12**

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Kana Pipeline, Inc.

EWO # 22230

Project Name: CROWTHER
Kana Project # 2135
Job Location: PLACENTIA
Date: 1-17-23
Client: CITY OF PLACENTIA.
Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

LOCATE AND EXPOSE 6" WATER MAIN (FIRE HYDRANT) STA 62+42±
AND 1" WATER SERVICE (IRRIGATION) STA 62+39±

Sta # or Location:
Reason:

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
43	ALCANTAR NICOLAS		3						
39	DURAN JESUS		3						
656	RAMOS ABEL		3						
767	GUTIERREZ GUILLERMO		3						
1730	RAMOS AZAEL		3						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe			Air Compressor / Tools		
Cat 446 Backhoe	1		Trash Pump: Size_____		
75K Excavator	1		Crew Truck	1	
100K Excavator			Traffic Control	1	
3-4.5 Yd. Loader			Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck			Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO

H.A. Received 1/18/23
Approved by - Client Verification

1-17-23
Date Signed

Nicolas A.
Kana Verification

Change Order Request 62.01

License: 461487

Kana Pipeline, Inc.
12620 Magnolia Ave.
Riverside CA 92503

2135 - Tod Crowther Sewer Line Project

Date Submitted: 4/17/2023
Requested By: DANNY SANDOVAL

TO: CITY OF PLACENTIA
, 401 E. Chapman Avenue
Placentia, CA 92870

Project: 2135
Tod Crowther Sewer Line Project
Orangethorpe, Placentia & Crowther

Project will be delayed by: 1 Days

Please issue a change order for the following work beyond the scope of Kana Pipeline's contract for this project.

Order#	*Date*	*PC*	*EWO*	*Description*	*Requested Amount*
62.01	1/19/2023		22260	EWO -- EWO 22260 - Day 1: Pour curb and gutter and part of sidewalk at restaurant entrance at State College (before Orangethorpe) due to cave-in.	3,200.03
62.01	1/20/2023		22261	EWO Day 2 -- EWO 22261 - Day 2: Form and pour curb/gutter and portion of sidewalk at drive approach of restaurant (18.0"x6' - side walk and gutter) (8'x2.2' - curb gutter). Removed and replaced due to unstable and over sturated soil colapsed and not suited for backfill.	3,304.45

Total **6,504.48**

Kana Pipeline, Inc.

Signed: _____

Kana Pipeline, Inc.

Extra Work Order # 22260

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	1/19/2023
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Day 1: Break curb and gutter in front of drive approach of restaurant by manhole #1 damaged due to cave ins. Recompact under curb/gutter and side walk at STA 0+57.50.

STA #/ LOCATION: STA 0+57.50 **REASON: Unstable soil/Unclassified soil**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Solis, Jesus/Pipelayer	$92.65	8	$115.11	2			$971.42
Acosta, Benjamin/ Pipelayer	$92.65	8					$741.20
						Subtotal =	$2,055.14

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Backhoe CAT 420	1	4	HOURLY	$72.00		$288.00
5YD Dump	1	4	HOURLY	$48.00		$192.00
Air Compressor W/ Tools	1	8	HOURLY	$30.00		$240.00
Crew Truck W/ Tools	1	8	HOURLY	$31.00		$248.00
					Subtotal =	$1,113.20

Material

Description	Quantity	Unit Price	Source PO#	Cost
			Subtotal =	

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	3,168.34
	Overhead & Profit =	$	-
	Earned Total =	$	3,168.34
	OCIP Charge =		
1%	**Bond Charge =**	$	31.68
	EWO Total =	$	3,200.03

Kana Pipeline, Inc.

EWO # 22260

Project Name: TOD CROWTHER SEWER
Job Location: STATE COLLEGE
Client: CITY OF PLACENTIA

Kana Project # 2135
Date: 1-19-2023
Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

DAY 1: BRAKE CURB & GUTTER IN FRONT OF DRIVE APPROACH OF A RESTAURANT BY MH#1 DAMAGED DUE TO CAVE INS. RECOMPACT UNDER THE CURB/GUTTER AND SIDE WALK

Sta # or Location: 0+57.50
Reason: UNSTABLE SOIL / UNCLASIFIED SOIL

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
780	JESUS SOLIS	SB	8	2					
1847	BENJAMIN ACOSTA	SB	8						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe	1	4	Air Compressor / Tools	1	8
Cat 446 Backhoe			Trash Pump: Size		
75K Excavator			Crew Truck W/TOOLS	1	8
100K Excavator			Traffic Control		
3-4.5 Yd. Loader			Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck	1	4	Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO
	Note: I don't agree with the time of overtime.				

Approved by - Client Verification

1-19-23
Date Signed

LUIS E. HERRERA
Kana Verification

CamScanner

Kana Pipeline, Inc.

Extra Work Order # 22261

Job Name:	Tod Crowther Sewer Line	Kana Job #:	2135
Location:	Placentia	Date Work Performed:	1/20/2023
Gen Contractor:	City of Placentia	TIME:	

Kana Pipeline, Inc. is hereby-authorized by _____ to perform the extra work as follows:

Day 2: Form and pour curb/gutter and portion of sidewalk at drive approach of restaurant (18.0"x6' - side walk and gutter) (8'x2.2' - curb gutter). Removed and replaced due to unstable and over sturated soil colapsed and not suited for backfill.

STA #/ LOCATION: 0+57.50 **REASON: Unclassified and over saturated**

Labor

Employee Name/Position	Hourly Rate	Regular Time	Overtime Rate	Over Time	Overtime Premium	Premium Hours	Cost
Solis, Jesus/Pipelayer	$92.65	8	$115.11	2			$971.42
Acosta, Benjamin/ Pipelayer	$92.65	8					$741.20
						Subtotal =	$2,055.14

Equipment

Description	Quantity	Time	Unit	Rate	Notes	Cost
Crew Truck W/ Tools	1	8	HOURLY	$31.00		$248.00
					Subtotal =	$285.20

Material

Description	Quantity	Unit Price	Source PO#	Cost
Concrete 560-C-3250 (3YD Only)	1	$809.90	152119CR	$809.90
			Subtotal =	$931.39

Subcontractors

Contractor	Description of work	Source PO#	Cost
		Subtotal =	

	Total Cost =	$	3,271.73
	Overhead & Profit =	$	-
	Earned Total =	$	3,271.73
	OCIP Charge =		
1%	**Bond Charge =**	$	32.72
	EWO Total =	$	**3,304.45**

Kana Pipeline, Inc.

EWO # 22261

Project Name: TOD CROWTHER SEWER
Kana Project # 2135
Job Location: STATE COLLEGE
Date: 1.20.2023
Client: CITY OF PLACENTIA
Time: AM/PM

Client has authorized Kana Pipeline to perform the following work at T&M:

DAY 2: FORM & POUR GUTTER / CURB AND PORTION OF SIDEWALK @ DRIVE APPROACH OF A RESTAURANT (16.0" X 6' - SIDEWALK & GUTTER) (8' X 2.5' - CURB GUTTER) REMOVED & REPLACED DUE TO UNSTABLE & OVER SATURATED SOIL COLAPSED AND NOT SUITED FOR BACKFILL.

Sta # or Location: Ot 57.50
Reason: UNSTABLE SOIL / UNCONSOLIDATED AND OVER SATURATED.

Labor

Emp Num	Employee Name	Emp Title	Hours ST	Hours OT	Emp Num	Employee Name	Emp Title	Hours ST	Hours OT
780	JESUS SOLIS	SB	8	2					
1847	BENJAMIN ACOSTA	SB	8						

Equipment

Description	Qty	Hrs	Description	Qty	Hrs
Cat 420 Backhoe			Air Compressor / Tools		
Cat 446 Backhoe			Trash Pump: Size_____		
75K Excavator			Crew Truck WITH TOOLS	1	8
100K Excavator			Traffic Control		
3-4.5 Yd. Loader			Push Camera		
2000 Gal Water Truck			Cut off Saw		
5 Yd Dump Truck			Laser		
12 Yd Dump Truck			Confined Space		
Asphalt Recycler			Oxy/Acetelyne		

Material/Subs

Qty	Description	Source / PO	Qty	Description	Source / PO
6	YARDS CONCRETE 560-C-3250				

Note: I don't agree with the amount of 6 yards concrete.
Dette: 1-20-2023

Approved by - Client Verification | 1-20-23 Date Signed | Luis E. HERRERA Kana Verification

CamScanner

1401 N. Benson Ave., Upland, CA 91786
Phone 909-982-1553 Fax 909-949-6315
www.HollidayRock.com

INVOICE # 1499901

Date 1/20/2023

BILL TO
KANA PIPELINE, INC.
12620 MAGNOLIA AVE.
RIVERSIDE, CA 92503

SHIP TO
KANA PIPELINE, INC.
W. CROWTHER AVE & S. PLACENTIA
AB219 - JOB #2135 - TOD CROWTH
PLACENTIA CA

CUSTOMER ID	PURCHASE ORDER #	CUSTOMER JOB #
KANA001	152119CR	2135

TICKET	ITEM NUMBER	DESCRIPTION	SHIPPED	U OF M	UNIT PRICE	EXT. PRICE
125098064	3C32N200	3250PSI 1" 560-C-3250	6.00	CU Yards	$136.00	$816.00
125098064	AB219	AB219 - PUBLIC WORKS FE	1.00	Each	$200.00	$200.00
125098064	ShortLoad	Short Load	1.00	Each	$60.00	$60.00
125098064	Standby	Standby Time	18.00	Each	$2.00	$36.00

JAN 23 2023

TOTAL STANDBY	1 TOTAL ENVIRONMENTAL FEE(S)	TOTAL YARDS/TONS
$36.00	$60.00	6 00

PAYMENT DUE AT THE END OF THE MONTH FOLLOWING DATE OF INVOICE. Should any litigation or other collection effort be necessary in order to collect sums due under this contract, purchaser agrees to pay and Holliday Rock Co., Inc. shall be entitled a reasonable sum as and for collection costs and attorneys' fees whether or not litigation is pursued. Payments due and unpaid shall bear interest from the date payment is due at the rate of one and one-half percent

SUBTOTAL	$1,172.00
TAX	$81.90
TOTAL	**$1,253.90**

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: OCTOBER 3, 2023

SUBJECT: **APPROVAL OF THE DESIGN CONCEPT PLAN FOR PLAYGROUND RENOVATIONS AT PARQUE DE LOS NINOS AND APPROVAL OF PUBLIC WORKS AGREEMENT WITH PLAYCORE D.B.A. GAMETIME FOR THE PURCHASE AND INSTALLATION OF THE PLAYGROUND EQUIPMENT, CIP PROJECT NO. 7402**

FISCAL IMPACT:			
	EXPENSE:	$489,497.72	CIP BUDGET FUNDS
	BUDGETED:	$600,000.00	CIP FUND (799800-6760 JL#24702) NO. 7402

SUMMARY:

The Placentia Parks Initiative ("PPI)" is a citywide initiative which is aimed at establishing a significant capital investment into the City's parks and open space by improving and renovating aging park infrastructure and amenities over the course of the next five (5) fiscal years. At the May 18, 2021, meeting, the City Council approved the PPI as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the Parque de los Ninos Park playground.

The project will include the complete removal of the existing playground structure. The new playground structure will feature a dinosaur theme with new rubberized surfacing. Other additions will include new shade sails, swings, spinner, new slides, and a tree house tower.

The design concept plan has been reviewed by Staff and was presented to the Parks, Arts, and Recreation Commission (PARC) at the September 12, 2023, Commission meeting for their review. Funding for the project has been identified as $600,000 for the playground equipment and shade sails from Measure U in the current Capital Improvement ("CIP") budget.

Staff and the PARC Commission recommend the City Council approve the concept design plan. The proposed action will approve the design plan of the Parque de los Ninos Park playground renovation and will award a Public Works Agreement to PlayCore d.b.a. GameTime (PlayCore), for the purchase and installation of the playground equipment and shade sails equipment in the amount of $489,497.72, satisfying CIP project No. 7402 as outlined in the PPI.

1.f.
Oct. 3, 2023

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the design concept plan for the Parque de los Ninos Park playground renovation project; and

2. Approve the purchase of the Parque de los Ninos Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2023-2024 for project 7402; and

3. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the Parque de los Ninos playground renovation project in the amount of $444,997.93; and

4. Authorize the City Administrator to approve contract change orders up to a total of $44,499.79.89 or a not-to-exceed total contract amount of $489,497.72; and

5. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal to Implement Public Infrastructure to Meet Community Needs and complete the Placentia Parks Initiative, under Objective #5.2.

DISCUSSION:

At the May 18, 2021, meeting, the City Council approved the Placentia Parks Initiative (PPI) as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the Parque de los Ninos Park playground. The project will include the complete removal and replacement of the existing playground structure. The playground design will feature a dinosaur theme with new rubberized surfacing. Other additions will include new shade sails, swings, spinner, new slides, and a tree house tower.

The total budget for the project is outlined in the Fiscal Year 2023-2024 Capital Improvement Program (CIP) budget. Funding for the project has been identified as $600,000 for the playground equipment from Measure U Funds.

The design concept plan provided by PlayCore d.b.a. GameTime ("PlayCore"), aligns with the City Council approved Placentia Park Initiative ("PPI"), to enhance play experiences throughout the City's parks system, by creating unique "themed" playgrounds that are all different. The Parks, Arts, and Recreation (PARC) Commission reviewed the design concept plans for the renovation of the Parque de los Ninos Park playground at the September 12, 2023, meeting. The PARC Commission recommends approval of the proposed design concept plans provided by PlayCore. Per the Commission's recommendation, the provided concept plan provides for a creative design, that also meets the City's proposed project budget. Additionally, Staff conducted two (2) in person

community meetings with the neighborhood surrounding the park in which the residents had an opportunity to review different design concepts. The fun and colorful dinosaur theme adds a playful element to the park that is unique and highly requested by the community as their favored design. The community expressed excitement about the design and is looking forward to the renovations.

Upon approval of the concept design, Staff will work with PlayCore, to order and finalize the installation of the playground equipment for the park. Additional park amenities will also be ordered per the concept design from a separate CIP budget fund. Staff recommends the City Council approve the concept design plans and award a Public Works Agreement to PlayCore, for the purchase and installation of the playground and shade sails equipment.

A total of one (1) OMNIA Partners (OMNIA) cost proposal for this project was received. OMNIA is a national public sector cooperative purchasing organization. Staff recommends the City Council award a construction contract to PlayCore in the amount of $444,997.93, and an additional $44,499.79 in contingency funds for change orders related to unforeseen conditions encountered during construction. The project budget will be funded utilizing CIP funds currently identified in FY 2023-2024 CIP budget.

FISCAL IMPACT:

The City Council budgeted $600,000.00 for the Parque de los Ninos Park playground renovation from Measure U Funds in the Capital Improvement Program (CIP) in the current Fiscal Year 2023-2024 budget. The cost for the purchase and installation of the playground is $444,997.93 with 10% contingency funds of $44,499.79, brings the grand total for the project to $489,497.72. Therefore, sufficient funds exist within the CIP budget to order, purchase, and install the playground equipment. Additional park amenities will also be ordered, utilizing currently budgeted CIP project funds for the replacement of various amenities throughout the park, consistent with the PPI.

Prepared by:

Veronica Ortiz
Deputy Director of Community Services

Reviewed and approved by:

Karen Crocker
Director of Community Services

Reviewed and approved by:

Jennifer Lampman
Director of Finance

Reviewed and approved by:

Damien R. Arrula
City Administrator

Attachments:

1. Parque de los Ninos Playground Concept Design Concepts
2. PlayCore d.b.a. GameTime Playground Purchase and Installation Contract

City of Placentia

Parque de los Niños Concept Plan

October 3, 2023

Background

- In May 2021, the City Council approved the Placentia Parks Initiative (PPI); a citywide plan which is aimed at establishing a significant investment into the City's parks and open spaces
- As part of the PPI, the City created a priority list of park projects and allocated funding for the completion of the projects over the course of the next five (5) Fiscal Years
- Included in the PPI is a goal to create "destination parks" by improving aging park infrastructure and providing unique "themed" playgrounds that are all different
- Parque de los Niños is included in the PPI for renovation of the existing playground
- The total budget for the project identified in the Fiscal Year 2023-2024 CIP Program is $600,000
- A total of one (1) OMNIA Partners cost proposal for this project was received in the amount of $444,997.93
- The proposed design from PlayCore d.b.a GameTime will align with the City's vision established in the PPI

Background

- Two community meetings were held with the residents to provide feedback on the proposed design concepts
- At the final meeting, the community was able to select their favored design

Current Park Photos

Current Park Photos

Current Park Photos

Concept Designs

Concept Designs

Concept Designs

Concept Designs

Concept Plans

Questions & Comments

Project No. 7402

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
PARQUE DE LOS NINOS PLAYGROUND RENOVATIONS

THIS AGREEMENT (herein "Agreement"), is made and entered into this 3 day of October, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PlayCore Wisconsin Inc. d/b/a GameTime (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the renovation of the Parque De Los Ninos Playground phase two 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.

E. WHEREAS, this Agreement is authorized under City Administrator's authority to execute contracts under $40,000. Placentia Municipal Code Section 3.08.085.

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 PlayCore Wisconsin Inc. d/b/a GameTime a (Wisconsin corporation, partnership, individual) located at 150 PlayCore Drive SE Fort Payne AL 35967.

(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, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

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 ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum 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 not exceeding the maximum contract amount of Four Hundred Forty Four Thousand Nine Hundred Ninety Nine Dollars Ninety Three Cents ($444,997.93) 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, 2024, 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:

Clint Whiteside

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 trunk line 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 AND INDEMNIFICATION

6.1 Insurance. The Contractor and all subcontractors, if any, 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 with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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 signatory'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 and endorsements 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 6.2 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 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.

6.5 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 Administrator or his/her designee, 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 A). 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: Matthew Brand

To Contractor:
PlayCore Wisconsin Inc.
Clint Whiteside
150 PlayCore Drive SE
Fort Payne AL 35967

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 ensure 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 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 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

_____ Date: _____
Damien Arrula, City Administrator

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Karen Crocker, Director of Community Services

Project No. 7312

EXHIBIT A

SCOPE OF SERVICES

Proposal for

City of Placentia

Prepared by

08-01-2023
Job # 108128-01

Parque de Los Ninos Playground Option 3

805-910-5971 | www.gwpark.com

Parque de Los Ninos, Project 108128-01-Opt 3
Placentia, CA

A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com

GREAT WESTERN
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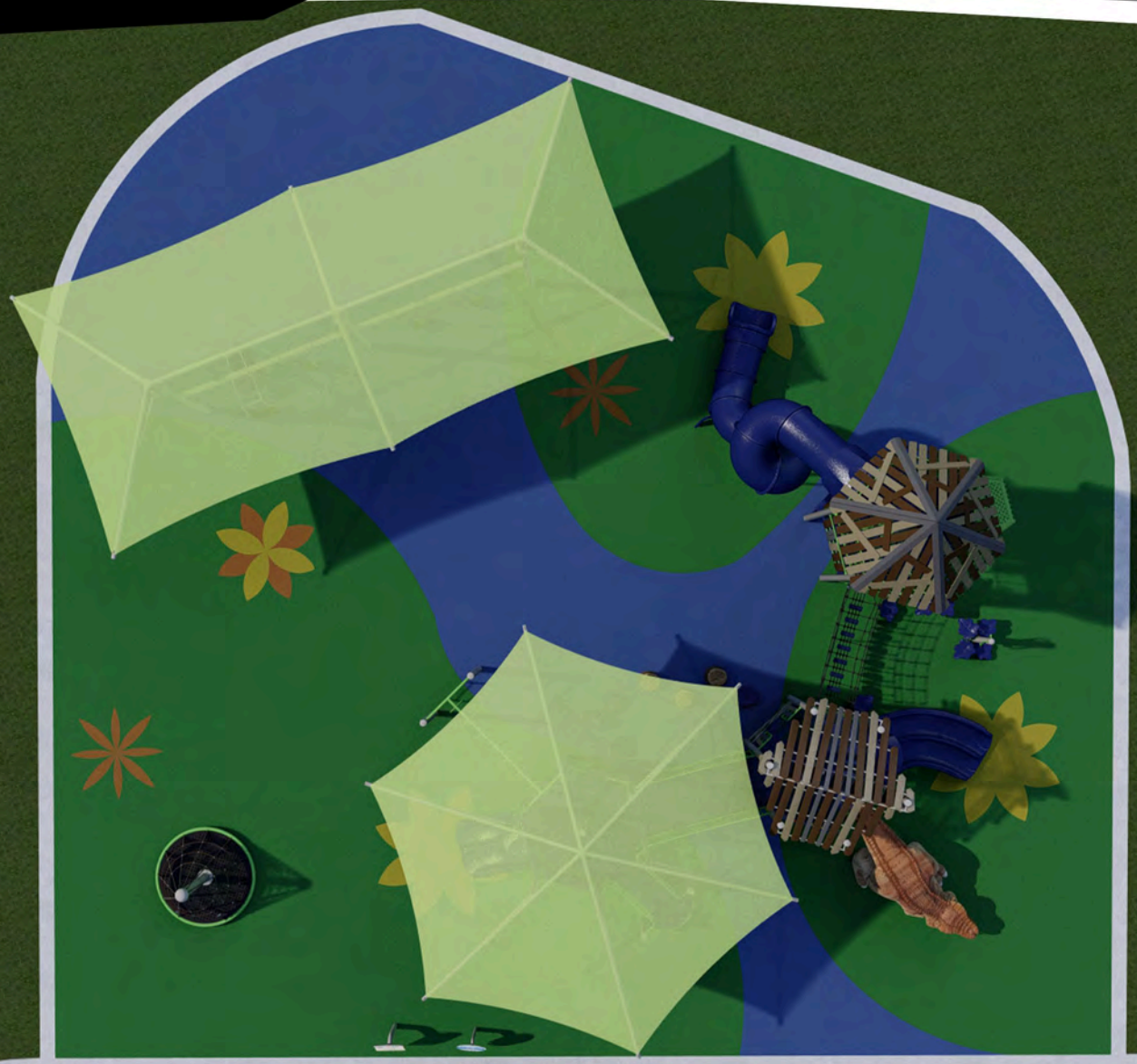

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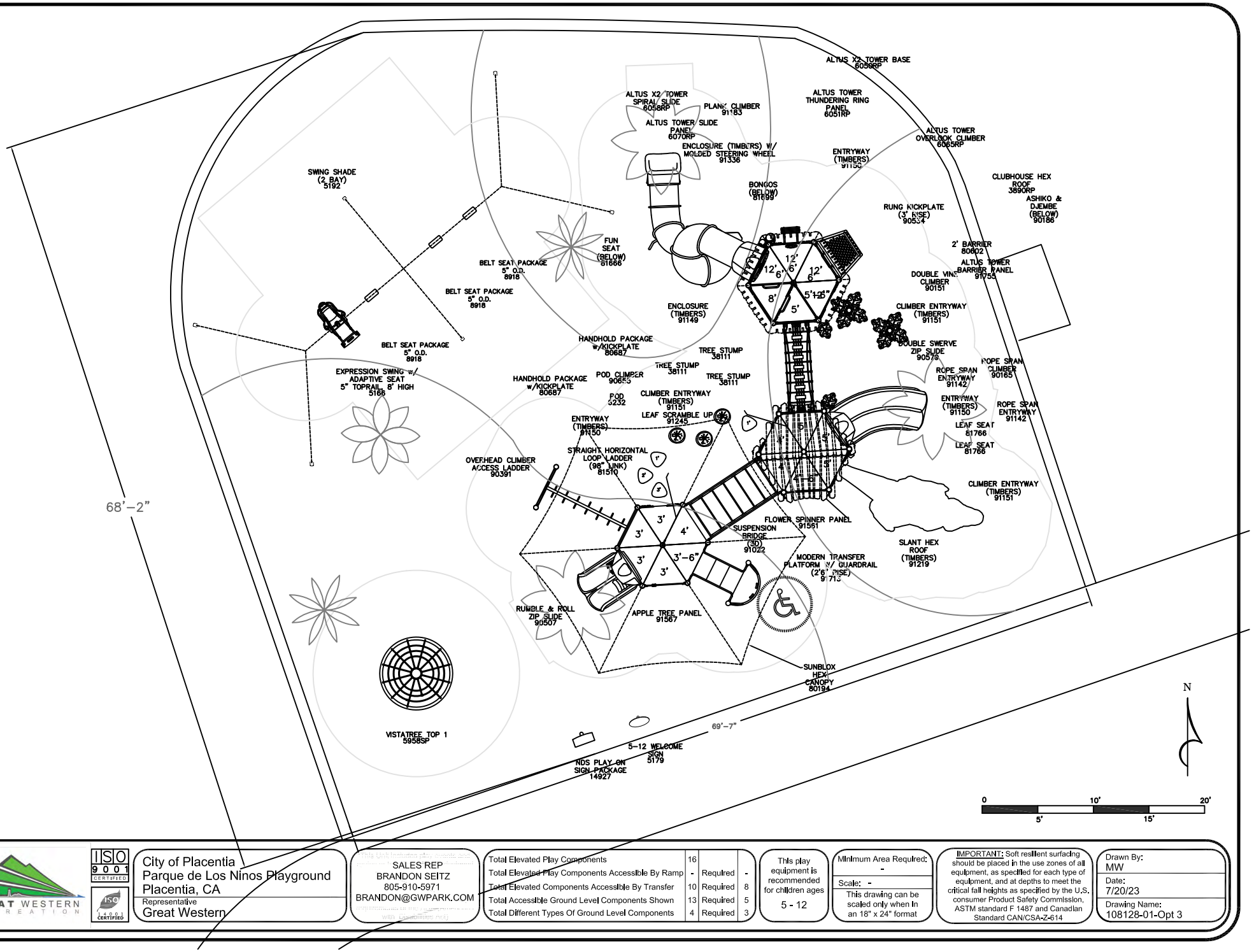
GREAT WESTERN
RECREATION



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Placentia
Parque de Los Ninos Playground
Placentia, CA
Representative
Great Western

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	16		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	10	Required	8
Total Accessible Ground Level Components Shown	13	Required	5
Total Different Types Of Ground Level Components	4	Required	3

This play equipment is recommended for children ages 5 - 12

Minimum Area Required: -

Scale: -

This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: MW

Date: 7/20/23

Drawing Name: 108128-01-Opt 3

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

08/01/2023
Quote #
108128-01-03

Parque de Los Ninos Playground- CPRS Grant Cash with Order Option 3

City of Placentia
Attn: Karen Crocker
401 East Chapman Avenue
Placentia, CA 92870
Phone: 714-993-8227
kcrocker@placentia.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom 5-12 Playground- • Reference Drawing 108128-01-Opt 3	$187,651.00	$187,651.00
1	5958SP	GameTime - VistaTree Top 1	$13,227.00	$13,227.00
1	5179	GameTime - Welcome Sign (5-12)	$713.00	$713.00
1	14927	GameTime - NDS Play On Sign Package		
1	RDU	GameTime - Swing Seats	$4,162.00	$4,162.00
1	5192	GT-Shade - Double Bay Swing Shade	$12,090.00	$12,090.00
1	873TSA	Landmark Design GFRC - T-Rex Climber	$68,760.00	$68,760.00
1	PIP	GT-Impax - 3,880 sf for 8’ cfh, 353 sf for 12’ cfh (base to be manipulated), mixed of 60/40 and 100% color- 4233 sf for 8’ cfh 100% color • 1,570 sf of standard blue 60/40 black aromatic • 2,890 sf of standard green 60/40 black aromatic • 148 sf of yellow aliphatic • 34 sf of orange aliphatic Prevailing Wages	$99,424.00	$99,424.00
1	INSTALL	Install - MOBILIZE EQUIPMENT AND MATERIALS- Prevailing Wages	$3,800.00	$3,800.00
1	INSTALL	Install - DEMO AND DISPOSE OF EXISTING EQUIPMENT- Prevailing Wages	$4,300.00	$4,300.00
1	INSTALL	Install - DEMO AND DISPOSE OF EXISTING POUR IN PLACE RUBBER SURFACING.- APPROXIMATELY 730 SQFT. INCLUDING CONCRETE SUB BASE. Prevailing Wages	$9,250.00	$9,250.00
1	INSTALL	Install - EXCAVATION AND DISPOSE OF EXISTING SAND. APPROXIMATELY 3,503 SQFT. x 9" DEPTH.- Prevailing Wages	$14,995.00	$14,995.00
1	INSTALL	Install - PROVIDE, GRADE AND COMPACT SUB BASE MATERIALS.- APPROXIMATELY 4,233 SQFT. OF BASE AT 5.5" DEPTH. Prevailing Wages	$15,895.00	$15,895.00
1	INSTALL	Install - INSTALLATION ONLY OF GAMETIME PLAY EQUIPMENT- Prevailing Wages ORTCO INC IS A CERTIFIED GAMETIME INSTALLER	$77,795.00	$77,795.00
Contract: OMNIA #2017001134			Sub Total	$512,062.00
			Grant	($94,551.91)
			Freight	$10,683.37

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Parque de Los Ninos Playground- CPRS Grant Cash with Order Option 3

Quantity	Part #	Description	Unit Price	Amount
			Tax	$16,804.47
			Total	$444,997.93

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order .

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add $ plus tax if applicable.

Shipping to:
1009 N. Batavia
Orange CA 92867

Site Address:
1701 Atwood Ave
Placentia, CA 92870

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

Prevailing Wages

Minimum Deposit of $32,651.85 required for custom GFRC items

***Grant Cash with Order Pricing--order MUST be paid in full at time of order .

***Not all equipment is eligible for Grant Pricing.

OMNIA # 4001676

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Parque de Los Ninos Playground- CPRS Grant Cash with Order Option 3

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices :
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

Landmark Design GFRC:
Orders require a 50% deposit at the time of order.
DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- ACCESS: Site should be clear, level and allow for unrestricted access of trucks and machinery.
- STORAGE: Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- UTILITIES: Owner is responsible for locating any private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

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Parque de Los Ninos Playground- CPRS Grant Cash with Order Option 3

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: $444,997.93 Date: _____

_____
Signature

Please fill out this ORDER FORM, this is required to process the order .

CUSTOM COLOR SELECTIONS

Project: 108128-01-Opt 3
Surfacing: 100 PIP

Approved by:_____

CUSTOM COLORS:

ITEM	COLOR	ITEM	COLOR	ITEM	COLOR
Accent 2	Spring Green	Swing Shade	Lime		

BASIC

ACCENT/ARCH

METAL ROOF

ROTO

TUBE

PLASTIC ROOF

HDPE

2 COLOR HDPE

SHADE

DECKS

RECYCLED LUMBER

ROCK

HANDGRIP

PRIMARY
NATURAL

VISTAROPE

Contract No. 2017001134
Vendor No. 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Contract.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements: Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT**: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. **INSPECTION AT COMPANY'S SITE**: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY**:

    20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

    20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

    20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES**: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. RIGHT TO WITHHOLD PAYMENT: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. OTHER REMEDIES: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
2) inadequate supervision;
3) Negligence (other than negligence of the Company or its subcontractors);
4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES**. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY**.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Laundy A. Harrington

PRINT NAME: Laundy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christie Gibson

TITLE: Ins Mgr

DATE: 5/11/17

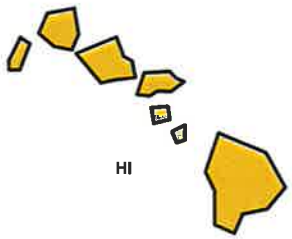
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

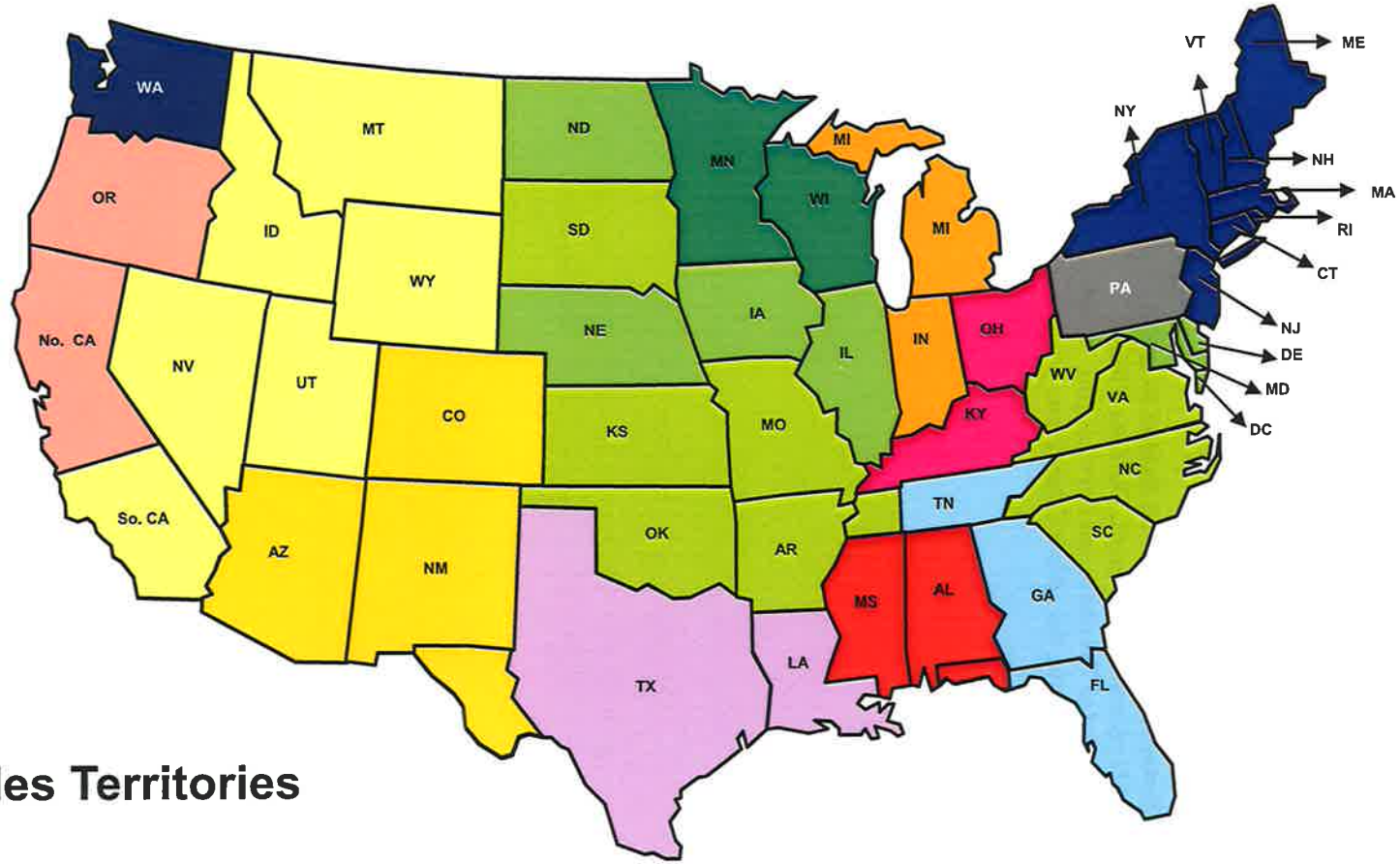
The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime

A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394





GameTime Sales Territories

PA

Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

FL GA TN

Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpinc.com

MI IN

Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

KY OH

David Williams & Associates, Inc.
PO Box 218
1010Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

AR KS MO NC OK SC VA WV

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

CA ID MT NV UT WY

Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

AK WA

SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

IA NE ND SD

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

MA ME NJ NY CT RI VT NH

Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

LA TX

Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI

IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: 808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL

Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

No. CA OR

MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

AZ CO NM TX

Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

DE MD DC

Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

MN WI

Minnesota/Wisconsin Playground, Inc.
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

AL FL MS

J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd,Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b

Bitting - Bramble Landscapes, LLC. - Bramble, Mark

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
Bus Fax: (610) 589-1817
E-mail: bill@theplaygroundpros.com

c

Cunningham - Blueprint Construction, LLC (Liles, Robbie S.)

5 Liles Woods LN
Garner, NC 27529
Bus: (919) 210-1589
Home: 2018
Bus Fax: (919) 779-9436
E-mail: RL1Builder@gmail.com

Cunningham - Carlson Consulting and Contracting

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

Cunningham - Cedar Creek Run Construction - Stanley, Bill

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
P O Box 790
Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, Il. 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
Bus: (618) 531-0848
Home: 2017
Mobile: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: donchatham@charter.net
E-mail 2: donchatam@charter.net

Cunningham - D G Services, Inc. (Layne, Kevin)

181 Springdale Acres Drive
Mooresville, NC 28115
Bus: 17047993878
Home: 2018
Mobile: 9802302946
Bus Fax: 7047993878
E-mail: dgserv@bellsouth.net

Cunningham - Elanar Construction Company

6620 W. Belmont Avenue
Chicago, IL 60634
Bus: (773) 628-7011
Home: 2018
Mobile: (773) 908-7629
Bus Fax: (773) 628-7041
E-mail: ross@elanar.com
E-mail 2: ross@elanar.com

C

Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
Home: 2017
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner, Michael)

18601 Green Street
Washington, NE 68068
Bus: (402) 510-0549
Home: 2018
E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Home: 2011
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
Wheaton, Il. 60187
Bus: (312) 388-3030
Home: 2016
Mobile: (312) 388-3030
E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road
Lemont, Il. 60439
Bus: (630) 679-2750
Home: 2016
Mobile: (630) 514-3632
Bus Fax: (630) 325-2780
E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive
Hot Springs, Arkansas 71901
Bus: (501) 318-7618
Home: 2016
Mobile: (501) 318-7618
Bus Fax: (501) 321-8083
E-mail: TMASSArelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level
Bloomington, IL 61701
Bus: (309) 829-9111
Home: 2016
Mobile: (309) 825-9111
Bus Fax: (309) 829-5555
E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747
Charlotte, NC 28247
Bus: (704) 905-3665
Home: 2017
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com

C

Cunningham - Old South Building Corp - Deeds, Rob

1622 Brandon Ave.
Petersburg, Va. 23805
Bus: (804) 307-9307
Home: 2016
Mobile: (804) 307-9307
Bus Fax: (804) 733-1110
E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Home: 2018
Mobile: (417) 235-9475
Bus Fax: (417) 236-0897
E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J
Black, MO 63625
Bus: (573) 269-4450
Home: 2017
Mobile: (573) 701-3294
E-mail: wayne@parkscapesolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172
Middletown, De. 19709
Bus: (302) 528-8791
Home: 2016
Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2016
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905
Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
Home: 2017
Mobile: (919) 427-4685
Bus Fax: (919) 329-5503
E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
Bus: (479) 936-1092
Mobile: (479) 621-3939
E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street
Omaha, NE 68114
Bus: (402) 658-3357
Home: 2017
Mobile: (402) 658-3357
Bus Fax: none
E-mail: bobkremers1@aol.com

Cunningham - Triad Property Services, Inc.

962 Wiley Lewis Road
Greensboro, NC 27406
Bus: (336) 378-1541
Home: 2017
Mobile: (336) 337-1930
Bus Fax: (336) 378-1541
E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

8226B Hwy. J
Black, Mo. 63625
Bus: (573) 269-1113
Home: 2017
Mobile: (573) 701-3294
Bus Fax: (573) 269-1033
E-mail: wayne@woodsconstructionservices.com

c

Cunningham - Zogg & Associates (Zogg, Brent)

27610 90th Avenue
Donahue, IA 52746
Bus: (563) 210-2943
Home: 2018
E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

1325 South Bates Avenue
Springfield, IL 62704
Bus: (217) 891-4618
Home: 2018
E-mail: Backstp23@yahoo.com

d

Dawson, J. A.

P.O. Box 1178
Pelham, AL 35124
Bus: (205) 663-5058
Home: 2017
Mobile: (205) 368-4365
Bus Fax: (205) 663-5012
E-mail: cstruthers@jadawsonco.com

Dominca - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258
Doral, FL 33122
Bus: (561) 433-4709
Home: 2017
Mobile: (561) 818-4819
E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
Sanford, FL 32772

412 Mattie St.
Sanford, FL 32773
Bus: (407) 323-8822
Home: 2018
Mobile: (407) 920-2256
Bus Fax: (407) 323-0999
E-mail: julie@fivestarinstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
Auburn, GA 30011
Bus: (770) 421-5252
Home: 2017
Mobile: (770) 846-2120
E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E
Lawrenceville, GA 30046
Bus: (770) 995-8430 Toll Free 877-995-1100
Home: 2017
Mobile: (678) 234-7489
Bus Fax: (886) 536-5244
E-mail: terry@occ-ga.com
E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213
Fort Myers, FL 33912
Bus: (239) 284-7335
Home: 2018
E-mail: Billy@pelicanplaygroundmaintenance.com

g

Great West Park and Play - C S Construction (Amick, Chris)

13049 Lynn Christi Ave
Bakersfield, CA 93314
Bus: (661) 978-9748
Home: 2017
E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue
Upland, CA 91786
Bus: (909) 949-1601
Home: 2017
Mobile: (909) 215-7439
Bus Fax: (909) 981-9368
E-mail: skammerer@calandscape.com

g

Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
Bus Fax: (714) 871-2801
E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road
Atascadero, Ca. 93422
Bus: (805) 441-2952
Home: 2018
Mobile: (805) 441-2952
E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd
Suite 212
Las Vegas, NV 89118
Bus: (702) 385-4555
Home: 2014
Mobile: (702) 286-7091
E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

8609 Mission Blvd
Riverside, CA 92509
Bus: (951) 332-2218
Home: 2018
Mobile: (951) 337-1757
Bus Fax: (951) 332-2219
E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenanc, Inc. (Newbold, Craig)

1825 N. 1450 W
Lehi, Utah 84043
Bus: (801) 571-9899
Home: 2018
Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

1978 Frazier Avenue
Sparks, Nv. 89431
Bus: (775) 358-3080
Home: 2018
Mobile: (775) 221-0935
Bus Fax: (775) 358-3084
E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
PO Box 97
Wellsville, Ut. 84339
Bus: (800) 453-2735
Home: 2017
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195
Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

1675 No. Shaffer St.
Orange, CA 92867
Bus: (714) 974-4393
Home: 2018
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

g

Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
Bus: (818) 707-3797
Home: 2013
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

1330 N. Melrosed Drive Suite F
Vista, CA 92083
Bus: 17602958645
Home: 2018
Mobile: 17604209689
Bus Fax: 17602958651

Great West Park and Play - PSI

1747 Colgate Drive
Thousand Oaks, CA 91360
Bus: (805) 494-3401
Home: 2018
Mobile: (818) 618-2333
Bus Fax: (805) 494-3343
E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471
Clearfield, Ut 84089
673 W. 1860 N.
Clinton, Ut. 84015
Bus: (801) 718-5367
Home: 2018
Mobile: (801) 718-5367
Bus Fax: (801) 728-3558
E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
Highland, Utah 84043
Bus: (801) 360-1723
Home: 2018
Mobile: (801) 360-7123
Bus Fax: (801) 763-7664
E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

1321 N. Lewis Peak Drive
Ogden, Utah 84401
Bus: (801) 388-6980
Home: 2018
Bus Fax: (801) 393-2745
E-mail: julio_membreno@yahoo.com

Great West Park and Play - Zasueta Contracting, Inc.

PO Box 866
Spring Valley, CA 91976
Bus: (619) 589-0609
Home: 2016
Mobile: (619) 843-4048
Bus Fax: (619) 697-6031
E-mail: azplaygrounds@yahoo.com

Great West Park and Play -Unlimited Engineering Contracting, Inc. (Carter, Kevin)

950 Firestone Circle
Simi Valley, CA 93065
Bus: (805) 587-7514
Home: 2017
Mobile: (818) 652-6922
E-mail: unlimitedengineering101@yahoo.com

i

IPR$ Hawaii Sagum, Danielle

1481 S. King Street
Suite 226
Honolulu, HI 96814
Bus: (808) 952-7788
Home: 2017
Mobile: (808) 679-1113
E-mail: danielle@ipr-hawaii.com

m

Marturano - A & H contracting

33 Eastwood Blvd.
Manalapan, N.J. 07726
Bus: (732) 972-0006
Home: 2015
Mobile: (732) 672-3236
Bus Fax: (732) 972-0555
E-mail: ahcontractinginc@aol.com

m

Marturano - AAH Constuction Corp. (Cinquemani, Led)

21-77 31st Street Suite 107
Astoria, NY 11105
Bus: (718) 267-1300
Home: 2018
Mobile: (917) 709-2021
Bus Fax: (718) 726-1474
E-mail: leoc@aahconstruction.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way
Glen Mills, PA 19342
Bus: (610) 399-3035
Home: 2016
Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - California Playground Builders

1490 Norman Ave.
Santa Clara, Ca. 95054
Bus: (408) 748-1220 or (408) 314-3363
Home: 2013
Mobile: (408) 438-2141
Bus Fax: (408) 748-1128
E-mail: jeff@built2play.com

Marturano - Central Jersey Landscaping, Inc.

523A Chesterfield-Arneytown Road
Chesterfield, N.J. 08515
Bus: (609) 298-2450
Home: 2016
Mobile: (609) 722-2082
Bus Fax: (609) 298-2436
E-mail: Mike_CJL@Verizon.net

Marturano - CMJ Construction, Inc.

40 fenton way
Bangor, ME 04401
Bus: (603) 828-5225
Home: 2018
Mobile: (603) 828-5225
Bus Fax: (207) 942-5776
E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

200 Commercial Street
Vallejo, Ca. 94589
Bus: (415) 892-8100
Home: 2017
Mobile: (415) 559-8883 / 415-725-8923
Bus Fax: (415) 892-3132
E-mail: cwear@commplay.us

Marturano - Currie Grove, LLC

300 Old Reading Pike
Bldg. 1, Suite 102
Stowe, Pa. 19464
Bus: (610) 970-8846
Home: 2017
Mobile: (610) 310-5926
Bus Fax: (610) 970-4719
E-mail: curriegrove@aol.com

Marturano - Dakota Excavating Contractor, Inc.

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place
Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

Marturano - Harris Fence Corp. (Harris, Jim)

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net

m

Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcpherson, Robert)

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com

m

Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net

s

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116

1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

s

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton,ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t

Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

w

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

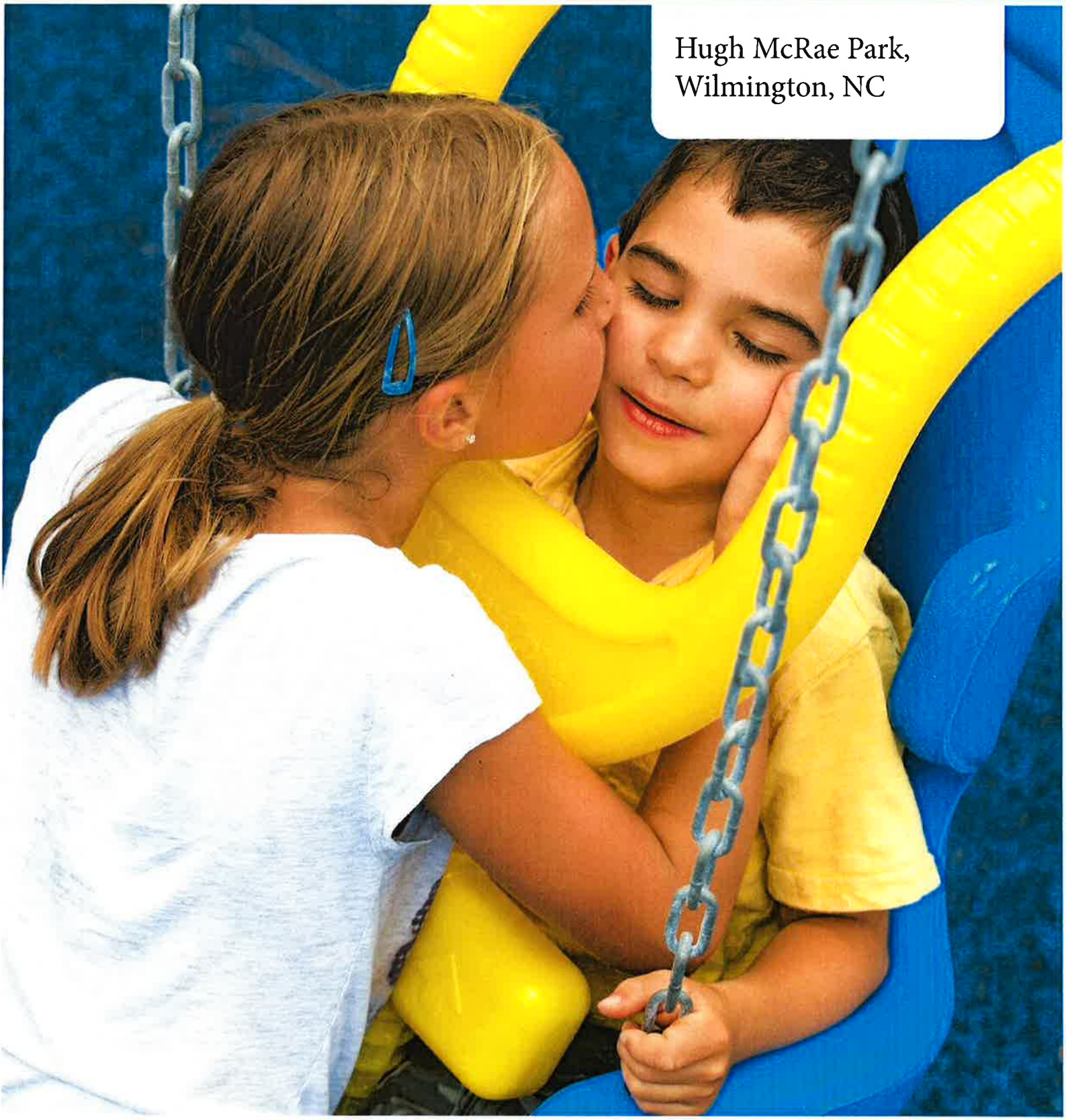
Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates



Hugh McRae Park,
Wilmington, NC

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610

REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UlraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com

A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✔ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✔ Lifetime limited warranty on all hardware.
- ✔ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✔ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✔ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✔ Fifteen-Year limited warranty on rotationally molded products.
- ✔ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✔ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✔ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✔ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✔ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✔ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✔ Ten-Year limited warranty on site furnishings.
- ✔ Ten-Year limited warranty on integrated GTShade® products.
- ✔ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✔ Five-Year limited warranty on Super Seats™.
- ✔ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✔ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. ***Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***

GT IMPAX FIBER™
Engineered Wood Fiber Surfacing

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.

2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

GTIMPAX RUBBER™

Recycled Shredded Rubber Surfacing

WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:

GameTime®

A PLAYCORE Company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6	100%
More than 6, less than 7	60%
More than 7, less than 8	40%
More than 8, less than 9	30%
More than 9, less than 10	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

GTIMPAX POURED™

Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GTIMPAX POURED
Recycled Poured Rubber Surfacing

Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative: Date

Turf
Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf ™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf ™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf ™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf ™ from Gametime or approved equal

Face Weight:
- GT Impax Turf ™ 50 oz/sy
- GT Impax Turf ™ Elite 80 oz/sy

Face Yarn Type: Polyethylene
Yarn Size: 4200/9000
Pile Height:
- GT Impax Turf ™ 1 3/4 inches
- GT Impax Turf ™ Elite 1 3/4 inches

Color: Blend
Construction: Broadloom tufted
Stitch Rate: 8 per 3 inches
Tufting Gauge: 1/4"
Primary Backing: Stabilized woven Polypropylene (double thickness)
Secondary Backing: 20 oz. Urethane or DuraFlo
Total Product Weight:
- GT Impax Turf ™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width" 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf ™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf ™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12" wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth:	4 inch minimum thickness.
Slope:	Stone elevation shall maintain ¼" per foot toward low end.
Porosity:	Base course shall maintain porosity for direct drainage.
Enclosure:	Stone base course must be surrounded by a retaining curb.
Drainage:	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
Tolerances:	¼" in any 10-foot direction and 1/8" in any 3-foot direction.
Stone Selection:	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

Stone Graduation	U.S. Sieve	Percent Passing
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

Depth:	4 inch minimum thickness.
Slope:	Concrete or asphalt shall maintain ¼" per foot.
Tolerance:	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf ™ infill approximately 3 to 4 pounds per square foot.
**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.

Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com

BigToys
A PLAYCORE Company

earlyworks environments

LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware again rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.
All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com

MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage
    a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
    c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
2. Controller Warranty Coverage
    a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
b. Said warranty shall not apply to resulting damage in any of the following cases:
    i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
    ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
    iii. Improper environmental control (storage and/or use) of electronic equipment.
    iv. Power surges, water damage, lightning or other "acts of nature."
    v. Vandalism or acts of terrorism or war.
    vi. Excessive application of electrical power or improper power connection.
    vii. Removal of warning labels and protection devices.
    viii. Installing non-factory replacement parts.
    ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
c. Disclaimer
    i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16

Colorado TIME SYSTEMS
A PLAYCORE Company

Colorado Time Systems | 1551 E 11th St. | Loveland, CO 80537 | USA | +1(970)667-1000 | +1(970)667-5876 (fax) | www.coloradotime.com | (800)279-0111

WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.
Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.
Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.

GT GRANDSTANDS

A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2"x 3/16" min. (Row 2)
	1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.

Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.

5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.

For full warranty information visit: ***bleachers.net***

NRS
National Recreation Systems
A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**
Fax **(260)-482-7449**

E-mail: sales@bleachers.net
Online: **www.bleachers.net**

POWER SYSTEMS
A PLAYCORE Company

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.
Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products - this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™' control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:_____

Purchaser:_____

UltraPlay Invoice Number:_____

_____
Authorized UltraPlay Signature

_____
Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com

IPEMA
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION
MEMBER

WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)

UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: ShadesureTM fabric warranties cover fabric tops up to 40' in length.
Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.
UltraShade warranties its sewing thread for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.
To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.
No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltaShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

_____
Authorized UltraSite Signature

_____
Title

See UltraSite on the web at www.ultra-site.com

UltraSite Warranty Created 1.2017

WATER ODYSSEY™
BY FOUNTAIN PEOPLE
A PLAYCORE Company

Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F
SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)
Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)
IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.
The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 **New Products and Services.**
New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**
The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material**.
Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 **Installation.**
All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**
The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management.**
The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**
The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 **Literature and Catalogs.**
The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 **Warranty.**
The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 **Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 **Material Specifications.**
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 **Additional Requirements.**
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 **Reports.**
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.
Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.
Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.
All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.
Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.
Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Project No. 7402

EXHIBIT B

SCHEDULE OF PERFORMANCE

Matt Brand

From: Brandon Seitz <brandon@gwpark.com>
Sent: Monday, September 25, 2023 3:06 PM
To: Matt Brand
Cc: Veronica Ortiz; Karen Crocker
Subject: Re: Parque De Los Ninos Schedule of Performance

Hello Matt,

Thank you for the email.

Yes, June 30th 2024, is agreed upon.

Thank you,

Sent from my iPhone

> On Sep 25, 2023, at 3:03 PM, Matt Brand <mbrand@placentia.org> wrote:
>
> Hello Brandon,
>
> We will be taking the project/contract for the playground at Parque De Los Ninos to City Council on October 3rd. Pending approval, I would anticipate having a PO by October 19th at the latest. That puts us in before the October 23rd rate hike. Given our last discussion on manufacturing times and the custom components that need to be built, I am proposing the probable completion date of this project to be June 30, 2024. When the equipment ships, we will hold a pre-construction meeting and nail down a more precise time line, and agree to it in writing if it will be later that the before mentioned completion date. If you concur with this timeline, please do so in a reply email. This email chain will serve as our Schedule of Performance. Please let me know if you have any questions.
>
> Thank you,
>
> **Matt Brand, CYSA** | Community Services Coordinator | Community Services Department
> City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
> ☎ (714)993-8243 | 🖷 (714)961-0283 | ✉ mbrand@placentia.org
> <image001.png>
> Download the iPlacentia Mobile App:
>
> <image002.png>
>
> <image003.png>
>
> Follow Us:
> <image004.png>

CONFIDENTIALITY NOTICE

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain information that is confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended

recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone at (714) 993-8222 or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all 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 $250,000 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 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; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of

activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

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

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 additional 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.
- CITY shall be included 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. 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.

F. Documentation

- The Certificate of Insurance shall include the following reference: 7402
- 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. 7402

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/15/2023

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 have ADDITIONAL INSURED provisions or 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 USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-22-23	**CONTACT NAME:** Brenda Young-Epps **PHONE (A/C, No, Ext):** (404) 995 3074 **FAX (A/C, No):** **E-MAIL ADDRESS:** brenda.youngepps@marsh.com
INSURED PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Evanston Insurance Company — 35378 **INSURER B :** Indemnity Ins Co Of North America — 43575 **INSURER C :** ACE Property And Casualty Ins Co — 20699 **INSURER D :** ACE American Insurance Company — 22667 **INSURER E :** N/A — N/A **INSURER F :** ACE Fire Underwriters Insurance Company — 20702

COVERAGES **CERTIFICATE NUMBER:** ATL-005581491-00 **REVISION NUMBER:** 0

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X	X	MKLV2PBC001627	08/01/2022	08/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CAL H10690110	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.: $1,000	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			XEUG71549501 004 RETENTION Umb Catastrophe $25,000	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D D F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WLR C50669828 SCF C50669786 SCF C50669713 (See Additional Page.)	08/01/2022 08/01/2022 08/01/2022	08/01/2023 08/01/2023 08/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Renovations of Tuffree Park Playground - Project #7301 & 7302

City of Placentia, its officers, employees, representatives, and attorneys are listed as additional insured, in regard to services performed by the Insured, on a primary and non-contributory basis, on the General Liability via CG 2010 & CG 2037 (04/13 versions) and Automobile Liability via CA T4 37, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on all policies, when required by written contract.

CERTIFICATE HOLDER

City of Placentia
Attn: City Administrator
401 E. Chapman
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
of Marsh USA Inc.

John Wheeler

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EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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
As required by written contract executed by both parties prior to loss	All locations
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

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EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
As required by written contract executed by both parties prior to loss	All locations
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.

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EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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EFFECTIVE: AUGUST 1, 2022
EXPIRES: AUGUST 1, 2023
POLICY NUMBER: MKLV2PBC001627

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:
As required by written contract executed by both parties prior to loss
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.

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured PlayCore Group, Inc.			Endorsement Number 1
Policy Symbol CAL	Policy Number H10690110	Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

POLICY NUMBER: CAL H10690110 Endorsement Number: 2

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured PlayCore Group, Inc.			Endorsement Number 3
Policy Symbol CAL	Policy Number H10690110	Policy Period 08/01/2022 TO 08/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

_____
Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured PLAYCORE GROUP, INC. 544 CHESTNUT ST CHATTANOOGA TN 37402	Endorsement Number Policy Number Symbol: WLR Number: C50669828
Policy Period 08-01-2022 TO 08-01-2023	Effective Date of Endorsement 08-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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.

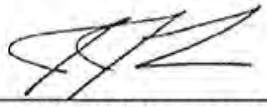
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

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EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.

Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: OCTOBER 3, 2023

SUBJECT: **AWARD OF CONTRACT TO AXIS GENERAL CONSTRUCTION, INC., FOR STORM WATER PUMP STATION MAINTENANCE SERVICES**

FISCAL IMPACT:

EXPENSE:	$ 46,800.00	ANNUAL CONTRACT AMOUNT
BUDGET:	$ 85,700.00	FY 2023-24 OPERATING BUDGET (103652-6099)

SUMMARY:

This proposed agreement provides for storm water pump station maintenance services for the City's storm water pump stations located at the Kraemer, Melrose and Placentia Railroad Grade Separations. The scope of work for this contract includes monthly, quarterly, and annual pump station system preventative maintenance along with extraordinary repairs and emergency response. The City recently issued a Notice Inviting Bids for these services and bids were received on August 31, 2023, from one (1) contractor, Axis General Construction, Inc. (Axis General). This proposed action will award a three-year agreement with a potential two-year extension to Axis General for an annual not-to-exceed amount of $46,800.00 or $140,400.00 for a cumulative not-to-exceed three-year contract amount.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a Maintenance Services Agreement with Axis General Construction, Inc., for Storm Water Pump Station Maintenance Services in an amount not-to-exceed $46,800 per year for an initial three-year contract term ending October 3, 2026, with the option to extend for one (1) additional two-year term; and

2. Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed amount; and

3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and

4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.

1.g.
Oct. 3, 2023

DISCUSSION:

The City has three (3) storm water pump stations located on Melrose Street, Kraemer Boulevard, and Placentia Avenue. These three pump stations convey storm flows from beneath the railroad bridges which are pumped uphill through the storm drain system until it reaches gravity flow downstream. Routine preventative maintenance of the City's pump stations can minimize flood risk, reduce associated street maintenance costs, and improve traffic safety conditions during rainy weather conditions.

The contract scope of work will provide for routine maintenance of each pump station such as the cleaning of wet wells, flow monitoring, and the inspection and/or repairs of sump and main pumps. The station's electrical systems and variable frequency drives and back-up generators also require routine preventative maintenance. The contractor will also provide extraordinary repairs as needed on a time and materials basis along with providing after-hours emergency response.

On August 31, 2023, the City received one (1) bid from a contractor to provide Storm Water Pump Station Maintenance Services and a summary of the bid amount is noted in the table below. Six (6) different contractors downloaded the contract bid specifications for these services.

Contractor	Bid Amount
Axis General Construction, Inc.	$ 46,800

Staff reviewed the bid received for mathematical and other errors and it was determined that the apparent low bid submitted by Axis General was responsive. After examining the bid received by Axis General, Staff met with the contractor to ensure they could properly fulfill the expectations of the maintenance agreement for the price they submitted. Additionally, Staff conducted a reference check on Axis General who received favorable reviews from other clients including Disneyland, Anaheim Convention Center, and the City of Anaheim. Based upon the bid amount received, the follow-up meeting and the reference check, Staff recommends the City Council award an initial three-year contract term with one (1) potential two-year extension to Axis General for an annual not-to-exceed amount of $46,800.

FISCAL IMPACT:

The agreement with Axis General is for an annual not-to-exceed amount of $46,800.00. The term of the agreement is three (3) years for a cumulative three-year not-to-exceed contract amount of $140,400.00, with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. If the contract is approved, Axis General will provide these services beginning on October 4, 2023. A total of $85,700 has been budgeted in the Fiscal Year 2023-24 Operating Budget for these services. As such, sufficient funds exist for the recommended actions.

Prepared by:

Joel Cardenas
Public Works Superintendent

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

Maintenance Services Agreement with Axis General Contracting, Inc.

CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
AXIS GENERAL CONSTRUCTION, INC.

THIS AGREEMENT is made and entered into this 3RD day of October 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and AXIS GENERAL CONSTRUCTION, INC, a California Corporation ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide Storm Water Pump Station Maintenance Services as more fully described herein; and

B. WHEREAS, Contractor 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 Contractor 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 CONTRACTOR

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

1.2. Professional Practices. All professional services to be provided by Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement. Contractor 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 Contractor 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 Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor 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. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor 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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed Forty-Six Thousand, Eight Hundred Dollars ($46,800.00) per year or a cumulative amount of One Hundred Forty Thousand, Four Hundred dollars over ($ 140,400.00) over the initial three-year contract term..

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor'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 Contractor 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 Contractor's standard hourly rates shall be paid to the Contractor 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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 Contractor'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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor 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 36 months, ending on October 3, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for one additional two-year term based on the City's discretion and contractor performance.

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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor. 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 Contractor 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 from #CG 00 01 04 13, 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. If Contractor maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.

(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, each incident 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 for any employee or employees of Contractor. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor 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 as worded below:

(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 Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."

(c) Other insurance: "The Contractor'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 Contractor'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. 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 and endorsements 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 Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who 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.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor 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.

Contractor 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 Contractor without the express written approval by the City. Contractor 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 CONTRACTOR:	IF TO CITY:
Axis General Construction, Inc. 1100 E Arlee Place Anaheim, CA 92805 Tel: 714-398-8322	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8148
Attn: Chris Purzycki	Attn: Joel Cardenas

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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor'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 Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The

defense obligation provided for hereunder shall apply 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the 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. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. 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.

6.11. 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.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, 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. Contractor or Contractor'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. 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.

6.14. Conflict of Interest. 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 subcontractors 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.

6.15. 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.

6.16. Prohibited Employment. Contractor 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

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 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.

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Rober S. McKinnell, City Clerk

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Joel Cardenas, Superintendent

DEPARTMENTAL APPROVAL:

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CITY OF PLACENTIA

NOTICE INVITING BIDS

MAINTENANCE SERVICE FOR

STORM WATER PUMP STATIONS

Bid No. PW-CY-11

Key Bid Dates

Issue Date: August 14, 2023

Mandatory Walk-through: August 17, 2023, at 9:00am

Questions Due: August 24, 2023, by 10:00 am

Submittals Due: August 31, 2023, by 10:00 am

Bid Contact Person:
Joel Cardenas, Public Works Superintendent
jcardenas@placentia.org

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Placentia, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in this Bid Package.

DESCRIPTION OF WORK: Contractor shall furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary to provide pump stations maintenance. The equipment, supplies, and material shall be of good quality and in the amounts necessary. The general items of work include maintenance of sump pumps, electrical and removal of debris.

COMPLETION OF WORK: Contractor shall commence work following the date specified in the written notice to proceed from the City. The term of this contract shall be for three years with two potential one-year extensions based on contractor performance and at the sole discretion of the City

I. BID SUBMITTAL INSTRUCTIONS

A. MANDATORY PRE-BID MEETING AND JOB WALK

B. QUESTIONS: Any questions concerning this bid request must be submitted in writing through the City of Placentia's (City) electronic bid management system at: https://pbsystem.planetbids.com/portal/54600/portal-home by no later than the date and time specified on the cover page of this Notice Inviting Bids. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission. All posted questions will be answered VIA posting on PlanetBids under the **"Q&A** or via in writing and conveyed by posting an addenda under the "**Addenda/Emails"** tab.

C. COMMUNICATION: No employee or agent of the City shall discuss or otherwise communicate with any vendor specific information related to a competitive bid process prior to bid closing, except as described above in the instructions for submitting questions to the City. This process allows staff to respond to all questions through a formal addendum process, whereby all potential bidders receive the same information at the same time. However, general process questions regarding an open bid may be directed to the Purchasing contact listed on the cover page of this Notice Inviting Bids at any time. BID UPDATES: All notifications, updates, and addenda will be posted on the City's bid management and publications system at: https://pbsystem.planetbids.com/portal/54600/portal-home.

D. BID UPDATES: All notifications, updates, and addenda will be posted on the City's bid management and publications system at https://pbsystem.planetbids.com/portal/54600/portal-home.

E. BID BONDS When deemed necessary by the City, Bid Bonds shall be furnished by all bidders in the amount of at least 10% of the bid, to guarantee that bidders will enter into contract to furnish goods at prices stated.

The following Bonds are required:

BID BOND (All Bidders): A Bid Bond is required for this bid. The value of the Bid Bond shall be 10% of the bid amount. The Bid Bond upon a form provided by bidders' surety company or a certified check payable to the City of Placentia and drawn on a solvent bank of the United States of America, is required with the bid. A scanned copy of the Bid Bond shall be submitted along with the electronic bid, by the bid submission deadline. The original hard copy of the Bid Bond shall be submitted to the Public Works Department at the address listed below, as a guarantee that the contractor, if awarded a contract, will execute and deliver such contract to the City.
Bidders shall submit Bid Bond or Certified Check in a sealed envelope to the address shown below:

City of Placentia
Attn: Joel Cardenas
401 East Chapman Avenue
Placentia, CA 92870

Documents shall be clearly labeled in a sealed envelope or box as follows:

Bid No. PW-CY-11 MAINTENANCE SERVICE FOR

STORM WATER PUMP STATIONS

Bid Bond or Certified Check must be received no later than 3 business days after the bid due date.

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

All deposits will be held until a Contract has been executed with the successful Bidder or all bids have been rejected.

F. CONTRACTOR REQUIREMENTS:
In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License C-10 Electrical or Class A -General Engineering**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his/her subcontractors will be required to possess business licenses from the AGENCY.

G. REFERENCES: Contractor shall provide three (3) references, for which Contractor has performed similar services under contracts awarded by a similar public agency,

which demonstrate Bidder's ability to provide the supplies, equipment, or services required by this Notice Inviting Bids. References should be included with the Bidder's Statement and Company Information Form (ATTACHMENT A).

City may disqualify a Bidder if:

a. References fail to substantiate Bidder's description of services and deliverables provided; or
b. References fail to support that Bidder has a continuing pattern of providing capable, productive, and skilled personnel, or
c. City is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact(s) of normal City working hours.

H. **ALTERNATIVES:** All bids with material substitutions or deviations from the specified items will be rejected as non-responsive. Bidders must submit a request for pre-approval of any equivalent, equal, alternative, or changes by following the directions for questions described above, prior to the deadline to submit questions. The City has the option of accepting or rejecting any proposed alternative and any bid that includes alternatives. Brand names, if any, are given for quality control only. Bids on "equals" are encouraged, however, the bidder must give evidence of equal utility and quality by providing specification sheets and description of products proposed as alternatives for each line item, and a description of the request on company letterhead.

I. **QUANTITIES APPROXIMATE:** Quantities shown on the Bid Form, in an estimate included in the Special Provisions, or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished or to omit any such item or portion, in accordance with the Contract Documents, without in any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.

J. **PRICING REQUIREMENTS:** Bidders must supply all bid items and provide unit prices for all items listed in this Notice Inviting Bids , including any shipping/handling fees. Bid proposals that do not include all items listed may be deemed non-responsive.

d. Prices shall be FOB Destination Placentia
e. Prices must not include sales tax.
f. Pricing must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, insurance, business expenses, incidental supplies, mileage, and fuel.
g. Charges such as FUEL SURCHARGE, DELIVERY FEE, or any other miscellaneous charges must be noted.

K. **TAX**: Do not include sales tax in your unit prices. Bidder shall show as a separate item California State Sales and/or Use Tax percentage. However, sales tax will not be included in during the evaluation of bids.

L. **SITE INSPECTIONS:** When appropriate, Bidders are encouraged to examine the locations, physical conditions, and surroundings of the proposed work sites on their own to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.

M. **AWARD:** The following criteria will be included in the evaluation process for selection of the award recipients(s):
   a. Ability to meet specifications;
   b. Proposed price;
   c. Delivery lead time;
   d. Past record of performance in providing similar services; including such factors as timely response and cooperation

   The City reserves the right to award the Contract to other than the lowest Bidder, to reject any or all bids, to cause re-soliciting of the bids, or to take such other course of action as the City deems appropriate at the City's sole and absolute discretion. The City shall endeavor to award contract to the lowest, responsive, responsible Bidder.

N. **BID SUBMISSION:** No bid will be considered for award unless properly and successfully submitted through the electronic bid management system at: https://pbsystem.planetbids.com/portal/54600/portal-home by the date and time specified on the cover page of this Notice Inviting Bids . All bids must be signed by an authorized representative.

   All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

   NOTE: E-Bids are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting "withdraw".

O. **BID WITHDRAWAL:** Bids may be withdrawn by submitting a written request any time prior to the scheduled closing time for receipt of proposal. No proposal may be withdrawn for a period of ninety (90) days thereafter.

P. **REJECTION:** The City reserves the right to reject any or all bids and to waive any minor informality in any bid and to take all bids under advisement for a maximum period of 90 days . The City and Contractor are bound by the procedures set forth in the Placentia City Charter for Public Works Construction contracts and applicable law.

Q. **PERIOD OF ACCEPTANCE:** Unless otherwise stated, bids shall be subject to acceptance by the City for a period of ninety (90) calendar days following the opening of bids.

R. **SAMPLES:** When required, bidder shall furnish samples of items free of expense to the City, and if not destroyed by test may, upon r upon request made at the time the sample is furnished, be returned at the bidder's expense.

S. **PROHIBITED INTEREST:** Bidder agrees it shall disclose to the City in writing any financial interest, direct or indirect, in Bidder's business or in this transaction held by any City Council member or any City officer or employee. City reserves the right to refuse any bid if City determines a conflict of interest exists. A conflict of interest may be determined to exist in any instance where the City officer or employee participates in or influences any decision-making process affecting a bid or contract in any way whatsoever.

T. **FAIR EMPLOYMENT PRACTICES:** The Contractor shall complete and enclose with his bid the compliance report attached to the proposal, stating that the Contractor will pursue an affirmative course of action as required by the affirmative action guidelines.

As set forth in Labor Code section § 1735, no discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Government Code section § 12940. Every Contractor for public works violating this provision is subject to all of the penalties imposed for a violation of Labor Code Div. 2, Part 7, Chapter 1.

U. **Prevailing Wages:** No contractor or subcontractor may be listed on a bid proposal for a public works project or specific maintenance services unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.1(a). In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State DIR. This project is subject to compliance monitoring and enforcement by the DIR. Registration can be accomplished by using the following link: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

V. **LOCAL VENDOR PREFERENCE**: For bid evaluation purposes qualified bidders may receive a 5% preference for " businesses located within the City of Placentia, is given respectively on all qualifying bids for materials, supplies, labor, equipment or services, pursuant to the Local Business Preference Program under Chapter 3.95 of the Placentia Municipal Code.

W. **FILING A PROTEST:** Bidders may file a protest to an IFB with the City's Purchasing Department. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) business days after the bid issue date for protests related to specifications or before 5:00 p.m. of the 5th business day following the posting of Bid Results/Notice of Intent to Award Contract on the City's website;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and

Include all relevant, supporting documentation with the protest at time of filing. If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the CIty shall review the basis of the protest and all relevant information. The City will provide a written decision to the protestor within ten (10) business days from the receipt of the protest. The decision from the Purchasing Manager, or his/her designee, is final and no further appeals will be considered.

II. SCOPE OF WORK AND SPECIFICATIONS

A. GENERAL

1. REQUIREMENTS

a. Work will ordinarily be performed between the hours of 7:30 AM and 5:30 PM, Monday through Friday. During emergencies, work may be required at other than normal hours. The Contractor must receive the approval of the Director of Public Works or his/her authorized representative prior to commencing work during hours outside those stated above.
b. Contractor shall maintain an adequate crew of at least two experienced employees to perform the services required.
c. Contractor will be required to supply a list of equipment owned and available for work.
d. Contractor will be required to supply a list of references for similar work performed.
e. Contractor will be required to supply list of sub-contractors if applicable.
f. Contractor may be required to supply additional experience references if requested by City.
g. Contractor shall provide City with required proof of liability insurance, workman's compensation insurance, vehicle insurance, and City business license as noted in the contract.
h. Contractor shall be responsible for Contractor's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The City shall be a third-party beneficiary of the forgoing covenant with rights to enforce the same as against the Contractor.
i. Hourly rates and unit prices quoted shall include all safety equipment required. Traffic control may be required on some sites and shall be included in quoted prices.
j. Hourly rates charged for emergency work and extraordinary work/repairs shall be for actual time spent on the job site.
    i. Travel time to the job site will not be paid. No additional truck or equipment charges shall be allowed.
    ii. Costs for all equipment and vehicles used for this contract shall be incorporated into the unit bid pricing provided in the bid schedule.
    iii. All extraordinary work and emergency/after-hours repair work shall be paid on a time and materials basis at the specified hourly rates included in the bid schedule.
    iv. Payment for materials and supplies used for extraordinary work or repairs shall be based on the contractor's cost for said material and supplies with a maximum 15% contractor markup. All invoices for extraordinary and repair work shall include back up documents/invoices of contractor-supplied materials used on extraordinary and repair work.
k. The Proposal will be awarded based on an analysis of Proposal Prices; Statement of Experience, Statement of Equipment, List of Sub-

Contractors/Vendors, and all provisions noted in the Instructions to Proposers and General Provisions and Specifications sections of the Specification Package. The City may award to one or more contractors as required to meet its needs.

l. At any time prior to Proposal date, Contractor may inspect City property for further information, if desired. City representatives will be available if desired to answer questions.
m. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
n. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
o. All employees of Contractor shall wear an orange safety vest whenever working in City streets, or within 10 feet of City streets.
p. Contractor must be able to provide a list of employee's names, dates worked, and hours worked on each date if requested by the City.

2. PERSONNEL

a. The contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this contract.

b. Contractor's Laborers

i. The Contractor agrees to require his/her laborers to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the Public Works Director or authorized representative, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory laborer.

c. Laborer Attire

i. The Contractor shall require each of his/her employees to adhere to basic standards of working attire. These are to include uniforms, with the Contractor's company name or insignia clearly visible, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing, which includes that shirts shall be worn at all times, buttoned and tucked in.

d. Typical Tasks

i. Contractor shall supply laborers with the skills to perform various semi-skilled duties in connection with pump stations maintenance.

e. Experience

i. Supervisors/foremen shall have a minimum of five (5) years of experience in the pump stations maintenance field.

f. Licenses

i. Laborers will be required to possess a valid and current California Driver License, including all insurances as required by the City.

g. Knowledge and Abilities

i. The Contractor's representative shall have a general knowledge of the pump stations maintenance industry, including suitable

experience in the field to perform the required work in a safe and thoughtful manner.

3. **EQUIPMENT**
   a. The contractor shall use and furnish all equipment necessary for the satisfactory performance of the work set forth in this contract.
   b. **Vehicles**
      i. Contractor shall display the name of their firm on any/all vehicles used or otherwise by the Contractor's employees. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet during the course of their work.

   c. **Maintenance**
      i. All equipment used by the Contractor shall be kept in a neat and clean appearance and maintained in top mechanical condition. All equipment shall be properly adjusted, from an operational safety standpoint.

   d. **Storage of Equipment**
      i. The Contractor is required to supply storage for equipment that is used in the City. Equipment shall not be stored in the public right of way or on any other City property without written authorization from the Public Works Director or authorized representative.

4. **MATERIALS**
   a. The Contractor is required to supply storage for materials that are used in the City. Material shall not be stored in the public right of way or any other City property without written authorization from the Public Works Director or authorized representative.

5. **SUPERVISION**
   a. The Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the laborers performing the work under contract. The field supervisor or their representative shall check with the Public Works Director or an authorized representative weekly as to (1) schedule of work; (2) complaints, and (3) adequacy of performance. The Contractor shall submit such reports as the City may require ensuring compliance with scheduled work. The Contractor's field supervisor shall be onsite while work is in progress.

6. **TELEPHONE, ELECTRONIC MAIL, AND EMERGENCY SERVICE CONTACT INFORMATION**
   a. The Contractor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least two (2) qualified persons who can be called for emergency conditions at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary

action required to alleviate an emergency condition which threatens to cause damage to any City property.

b. In addition, the Contractor shall employ person(s) to answer telephone and e-mail complaints, requests for service, etc. (an answering service will not be considered sufficient for this purpose) during normal City working hours. Normal City working hours is 7:30 A.M. to 5:30 P.M., Monday through Friday.
c. Contractor is required to maintain an office within the Orange County area. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than thirty minutes and shall be considered part of the normal contract except when delayed by problems caused by vehicle accidents or Acts of God.

B. SPECIFICATIONS

1. METHODS / PROCEDURES:

a. Wet wells shall be pumped out and cleaned at least twice a year, or more often if necessary.
b. Inspection of pumps (submersible and dry) shall be performed quarterly. Inspection of the impeller should be performed quarterly or when motor hours are not within 10 percent of each other.
c. Inspection of the check valves shall be performed at least twice a year, to insure proper working order.
d. Cleaning and inspections of floats shall be performed four (4) times a year to assure proper performance.
e. Inspection of the light and alarm systems shall be performed quarterly.
f. Installation of an hour meter on each motor will give one an accurate record of how often each motor is cycling; and hence, the amount of water being pumped through the system. It is recommended to alternate lead pumps at least quarterly. A logbook of motor hours, dates and maintenance performed shall be kept.
g. Installation of a flow meter on each pump will give one an accurate record of how much flow is being processed through the system. A logbook of flow records, dates and maintenance performed shall be kept onsite.
h. Amp and vibration readings shall be taken at least once a month on each motor in the on-site pump station. If the readings do not meet the manufacturer's specifications, it is an indication that debris is lodged in the propeller within the motor, or that water has entered the motor housing or the wiring.
i. An annual inspection of all electrical motor control equipment shall be performed to find poor connections and worn parts. This inspection shall include infrared testing and panel maintenance.

j. During routine inspections, the emergency backup generator needs to be visually checked for fuel level, battery, and general condition. At least quarterly, the generator shall be operated, under load, to ensure proper operation and per operating permit requirements. This test is to be conducted by tripping power to the station and observing a successful transfer to generator power for at least 15 minutes.

2. Pump Station Inspection Schedule

a. MONTHLY

i. Open wet well and visually inspect the pumping of each pump.
ii. Completely pump down the wet well to its lowest point and make a visual inspection.
iii. Hose the wet well down during the pump down process.
iv. Inspect wet well for any build up on surface, clean when needed.
v. Pumps and piping are checked visually for defects.
vi. Power backup generator needs to be checked, and started (fuel level, battery, and general condition).

b. QUARTERLY

i. Visually inspect the station for vandalism.
ii. Clean up any trash or debris material.
iii. Record pump hours for each pump.
iv. Run each pump by hand / manual control and watch level control go up and down to ensure pumps are operating properly.
v. Wash and clean the wet well using a vac-con truck annually.
vi. Place pump controls back in auto position prior to leaving station.
vii. Visually inspect emergency generator for fuel and ability to operate properly.
viii. Test all panel lights and change as needed to ensure proper operation.
ix. Generator is to be operated, under load, for 15 minutes. This test is to be conducted by tripping power to the station and observing a successful transfer to generator power. Emergency generators are to be operated per manufacturer's requirement and in compliance with any City, County, or State Agency operating permit.
x. Lock up station, including exterior power panels if required, prior to leaving.
xi. Complete all required paperwork.

c. OTHER DUTIES

i. Assist maintenance staff as needed for repair work requirements.

ii. Respond to all pump station alarms or call for service from City Staff.
iii. Maintain all required pump station field logs.
iv. Report all problems with pump station to the Public Works Superintendent and Public Works Supervisor.
v. Record all problems or observations at the pump station in the pump station journal.
vi. Must respond within 30 minutes for emergency call outs.

3. Payment for all monthly, quarterly, and annual maintenance services shall be based on the monthly unit bid price payment amount provided by contractor for each City pump station.

Pump Station Inspection Log

Pump rating (gpm):

Date of most recent pump calibration:

DATE	TIME	METER READING 1	METER READING 2	GENERAL APPEARANCE	INITIALS

Operator Notes:

Extraordinary Repair Work

Extraordinary repairs require a written cost proposal from the contractor and approval from the City prior to commencing work. Extraordinary repairs shall be charged at the hourly rate included in the contractor's bid schedule. This hourly rate also includes after-hours emergencies. The cost incurred for any materials and parts used by the contractor shall be billed to the City with a maximum 10% mark-up. Invoices submitted to the City for payment must include back-up documentation indicating the price charged to the contractor for materials. The hourly rate charged to the City shall be for time spent on the job – driving to the job site is not included in that cost. Prior to payment of invoices, contractor must furnish PM checklists for each location serviced that clearly identifies the work completed at each site. No additional compensation will be allowed for extraordinary repairs.

Progress of Work

Work shall proceed in an orderly manner. Wherever possible, repair work shall be completely finished prior to workmen proceeding to the next location. Any exceptions shall be approved by the Public works superintendent or authorized representative.

Alterations

The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City. The Public works superintendent or authorized representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the contract. Upon written order of the Public works superintendent or authorized representative, Contractor shall proceed with the work as increased, decreased or altered.

Acceptance of Work Done

The Public works superintendent or authorized representative will make inspections and determine that the work has been completed in all respects in accordance with these specifications.

Protection of Existing Utilities

The Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hour notice. Such requests should be requested through USA (1-800-422-4133).

Protection of Private Property

The Contractor must remain within the maintenance areas to the best of his ability. The Contractor must protect all existing private property.

Protection of Maintenance Areas

Contractor shall protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of project, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street; way or parking area during performance of the contract work, and Contractor shall conduct his/her operations so as not to interfere with the authorized work of utility companies or other agencies in such streets, ways or parking areas.

Withholding of Payment

If, in the event that inadequacies/deficiencies are determined by the Public works superintendent or authorized representative, the Contractor will have 24 hours from the time such items have been determined to be corrected as necessary. If Contractor fails to correct within 24 hours, Contractor shall be fined the amount previously determined at the time of the initial inspection. Deductions from the monthly payment due, for work not performed, will be based upon the bid worksheets, which are to be submitted at the time of bid.

Meetings

Contractors shall provide the Public works superintendent or authorized representative with a contact person(s) and a phone number to reach the contract representative at all times, 24 hours per day.

Contractor shall appoint and identify to Public works superintendent or authorized representative a "site supervisor." This site supervisor shall meet with staff one (1) time per week at a time and place agreed upon by both parties for as long as the contract is in effect to discuss any problems/concerns which may arise and any goals for the day/week.

III. BIDDER'S PROPOSAL FORM

MAINTENANCE SERVICES FOR STORM WATER PUMP STATIONS
PROJECT BID SCHEDULE

The undersigned declares that they have carefully examined the specifications, have read the accompanying instructions to bidders, and hereby propose to provide the gloves, in accordance with City needs and/or fund availability and the specifications provided herein.

Indicate unit price for each line item. Total quotation is to be firm offer for no less than ninety (90) days and will be regarded by the City as bidder's best and final offer.

BID ITEM	ITEM DESCRIPTION	MONTHLY	QUARTERLY	TOTAL
1.	Kraemer Boulevard Pump Station; Monthly, Quarterly and Annual Maintenance Services	$ 975 X12 $ 11 700	$ 975 X4 $ 3900	$ 15 600
2.	Melrose Street Pump Station; Monthly, Quarterly, and Annual Maintenance Services	$ 975 X12 $ 11 700	$ 975 X4 $ 3900	$ 15600
3.	Placentia Avenue Pump Station; Monthly, Quarterly, and Annual Maintenance Services	$ ~~11700~~ 975 X12 $ 11700	$ 975 X4 $ 3900	$ 15600
	Grand Total			46,800.00

GRAND TOTAL MAINTENANCE COST IN FIGURES AND WORDS (BASED ON BID SCHEDULE– IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES THE WORDS SHALL PREVAIL):

Annual cost for all three pumps $46,800.00

Annual cost X3 for the grand total in figures $140,400.00

Words _____

Labor Rates for Extraordinary Work

Normal Business Hours Rate	Emergency After-Hours Rate
$ 155	$ 275

Through submission on PlanetBids, the bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in the proposal and inputted into PlanetBids, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all the work called out and implied throughout these contract documents.

*****BID ITEMS TO BE INPUTED ON-LINE IN PLANET BIDS****

GENERAL PROVISIONS

A. **ASSIGNMENT:** Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the City's Project Manager and any such assignment, transfer, delegation, or subcontract without the Project Manager's prior written consent shall be considered null and void.

B. **BID EXPENSES:** The City shall not be liable for any expenses incurred by potential vendor(s) in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the vendor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
   1. Preparing its bid in response to this Notice Inviting bid;
   2. Submitting that bid to the City;
   3. Negotiating with the City any matter related to the bid; and,
   4. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.

C. **BUSINESS LICENSE:** The City requires any person, including but not limited to, an individual, corporation, or sole proprietor who wishes to conduct any business within the City of Placentia must secure a City of Placentia business license upon award of the resulting contract. The awarded party shall maintain a current business license throughout the term of the resulting contract. Procedure to obtain a City of Placentia business license is available on the City's website: https://www.placentia.org/412/Business-Licenses.

D. **COMPLIANCE WITH LAWS:** Vendor shall, at its sole expense, comply with all applicable technical bulletins, trade, federal, state, and local laws, ordinances, rules and regulations, including, but not limited to laws applicable to the subject matter hereof at the time services are provided to and accepted by the City. Vendor shall comply with all applicable federal, state, and local safety requirements.

E. **DEFAULT:** In case of default by the Vendor of any of the conditions of this bid or contract resulting from this bid, the Vendor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid plus reasonable administrative costs. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

F. **DELIVERY:** Time of delivery of goods or services is of the essence. City reserves the right to refuse any goods or Services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to specifications included herein. Acceptance of any part of the order for goods shall not bind City to accept future shipments nor deprive it of the right to return goods already accepted at the Vendor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by City. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by City. No minimum delivery amount shall be accepted by City.

All goods shall be shipped F.O.B. destination designated by the City. Vendor assumes full responsibility for packing, crating, marking, transportation, and liability for loss and/or damage. All transportation charges to be prepaid by Vendor.

G. **FORCE MAJEURE:** If execution of this contract shall be delayed or suspended, and if such failure arises out of causes beyond the control of and without fault or negligence of the bidder, the bidder shall notify the City in writing within twenty-four (24) hours of such delay.

H. **GENERAL GUARANTEE:** The Vendor guarantees that a) Vendor owns all rights, title and interest in the products and services and has the legal authority to sell, license or otherwise transfer the right to use to the City; b) the products and services are free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance by the City, unless otherwise stated as part of the bid; and c) Vendor shall repair or replace all such defective goods F.O.B. destination.

I. **INDEMNIFICATION:** The Vendor guarantees and agrees to indemnify, defend and hold harmless the City against any or all loss, liability damages, demands, claims or costs alleged by third parties arising out of Vendor's performance. This includes defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, orders or statutes including, but not limited to, the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This guarantee is in addition to and not intended as a limitation on any other warranty, expressed or implied.

J. **INDEPENDENT CONTRACTOR:** The Agreement between the City and Vendor is not intended and shall not be construed to create the relationship of principal agent, servant, employee, partnership, joint venture, or other association, as between the City and Vendor. The Vendor understands and agrees that all persons furnishing services to the City pursuant to the Contract are, for purposes of worker's compensation, employees solely of Vendor and not of the City. The Vendor shall bear the sole liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

K. **INSPECTION:** City shall be under no obligation to unpack or inspect the products and/or service. The Vendor shall be responsible for the consequences of negligent manufacture and packing, and for the consequences of negligent handling prior to point where City assumes ownership. The expense of subsequent tests due to failure of goods first offered will be charged against the Vendor.

L. **INSURANCE:** Prior to undertaking performance of work under this Contract, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

Commercial General Liability Insurance

Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, 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. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

Business Automobile Liability Insurance
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, each incident for bodily injury and property damage.

Worker's Compensation Insurance
In accordance with the provisions of Section 3300 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than $1,000,000 per accident.

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

(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: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(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.

The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

- Contractor shall maintain all insurance required above in full force and effect for the entire term of contract
- Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City
- Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City
- Contractor shall supply City with fully executed additional insured endorsements.

M. PUBLIC AGENCIES: Public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract or "piggyback", subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

N. SUBCONTRACTING: No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract.

In the event of such a default, the City may immediately terminate this contract. In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the City of Placentia. All provisions of that prime contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Placentia Business License prior to commencement of work, and during the entire time that work is being performed under the contract. All permits and licenses necessary to the performance of this project shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

O. TERMINATION: The City reserves the right to terminate the order or delay delivery or acceptance of any products and/or services ordered resulting from this bid without penalty. Upon receipt of any written notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved

P. DIR REGISTRATION: This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is

subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

Q. **PREVALING WAGE:** The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/ (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1).

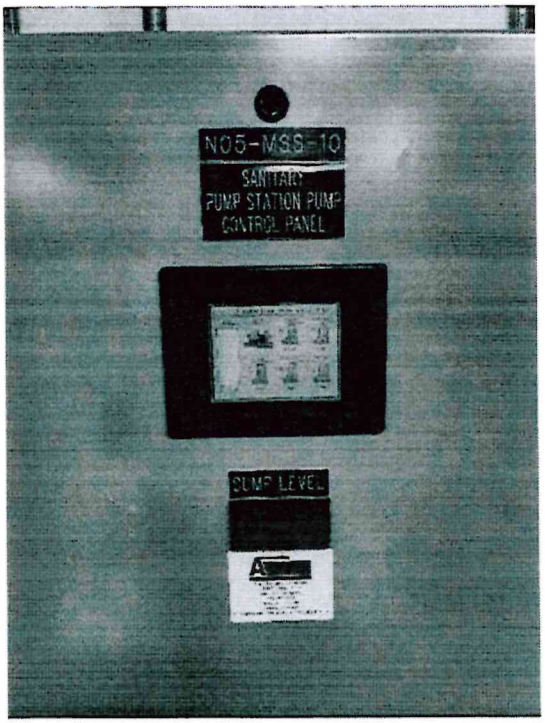
Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

1. Prevailing Wage Compliance and Monitoring:
   Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contact. Contact shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

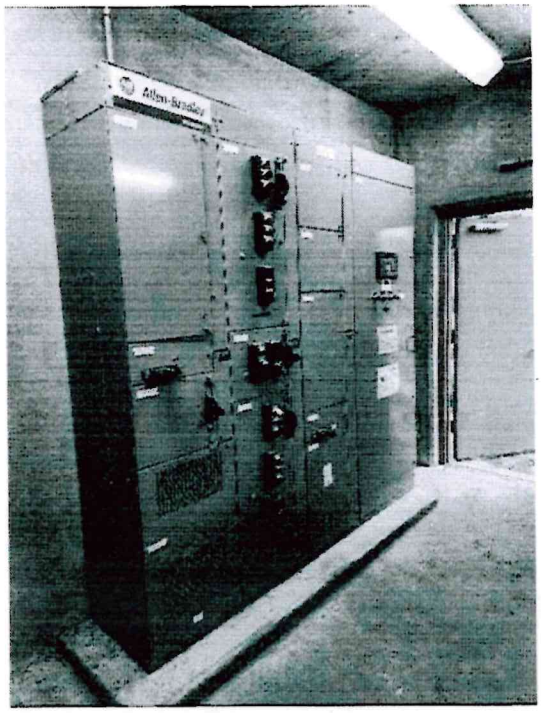
R. **RETENTION:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

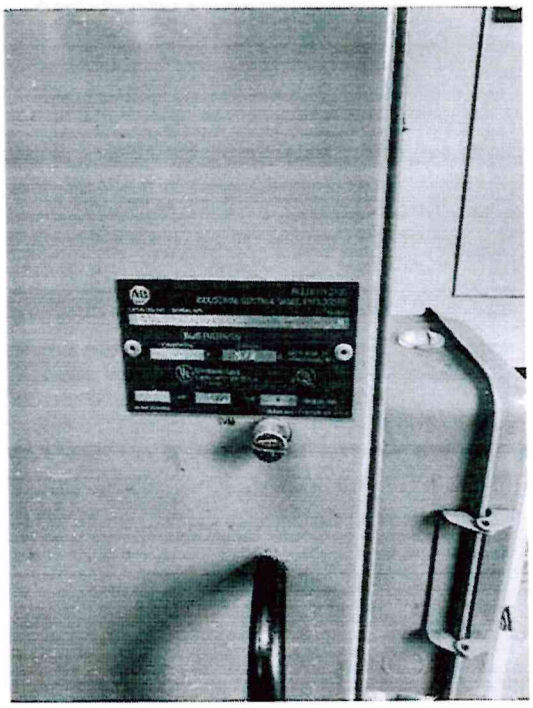
S. **TIME FOR COMPLETION OF WORK AND LIQUIDATED DAMAGES:** Contractor shall complete work specified herein within the agreed Schedule of Performance per the Agreement after the commencement date stated in the Notice to Proceed. The City will assess liquidated damages at the rate of $500 per calendar day that the Contractor exceeds the specified date of completion.

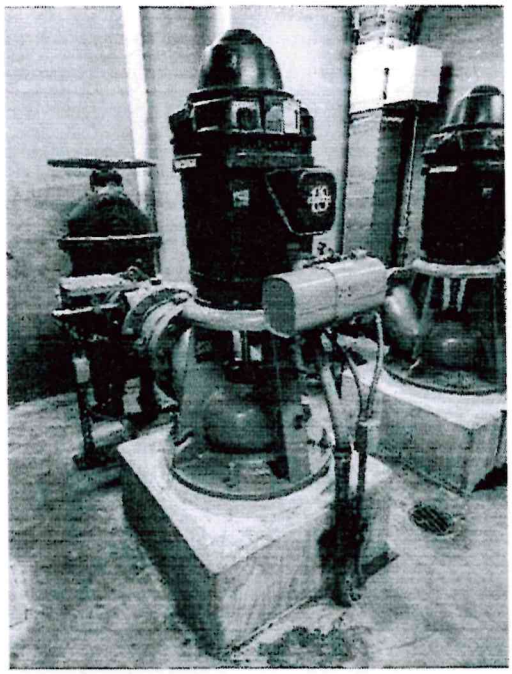
Kraemer Pump Room

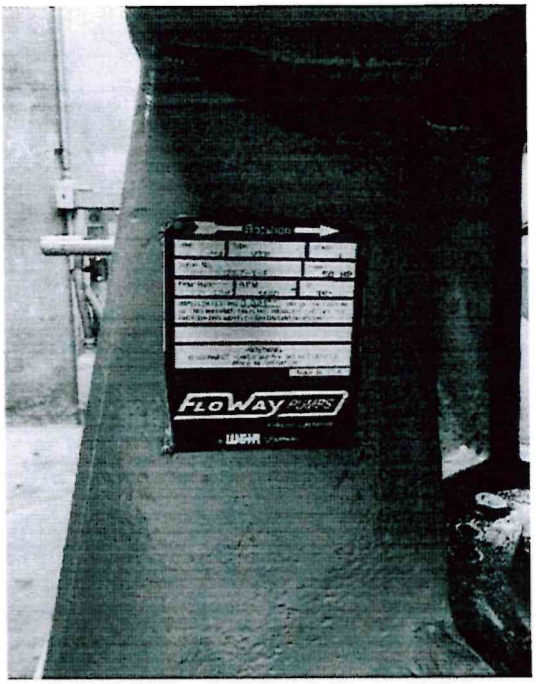


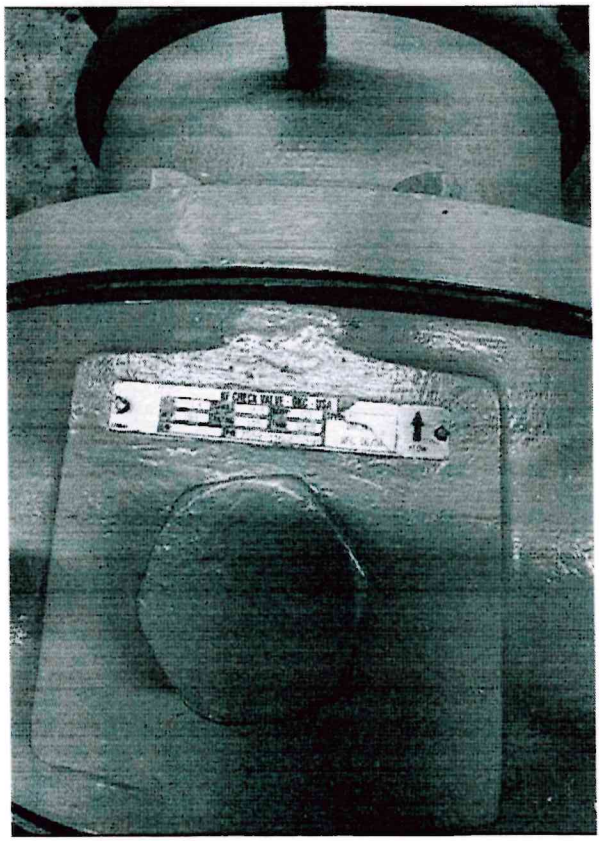
Melrose Pump Room

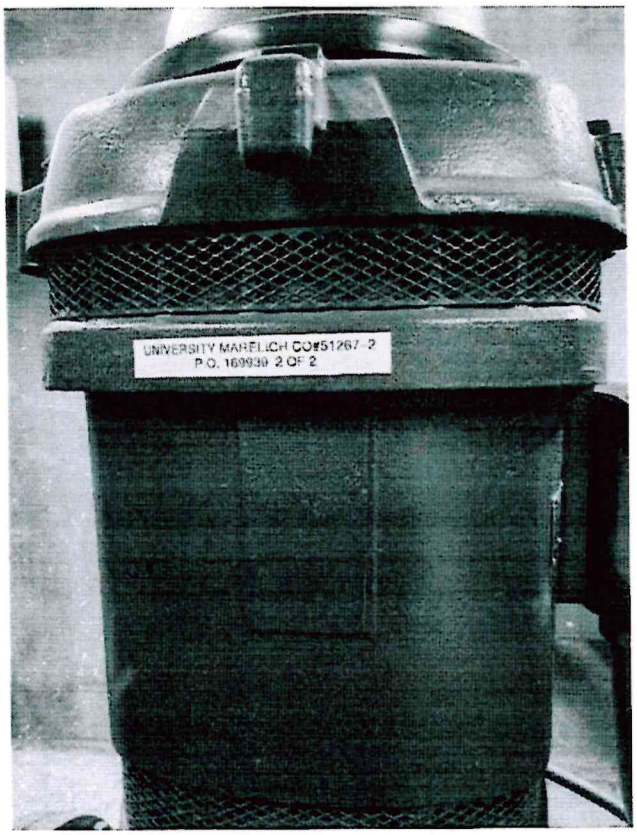




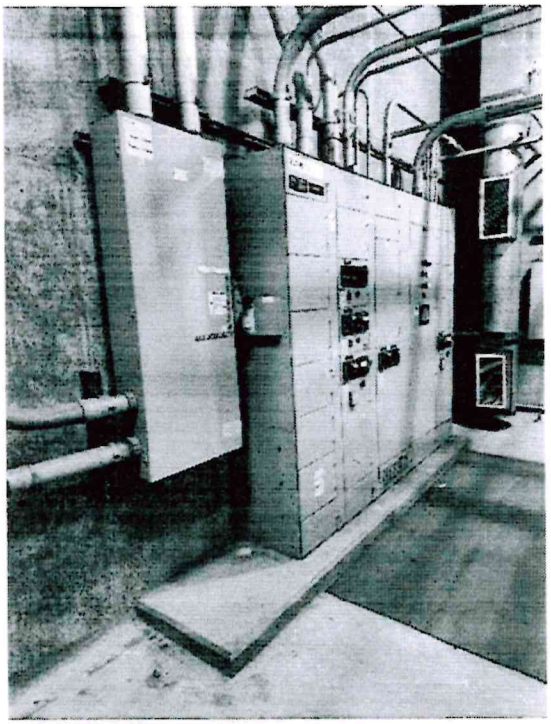


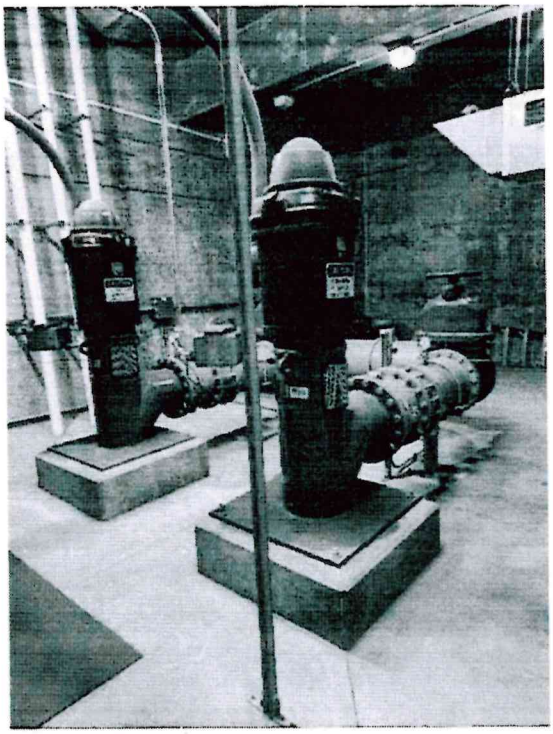

FLOWAY PUMPS

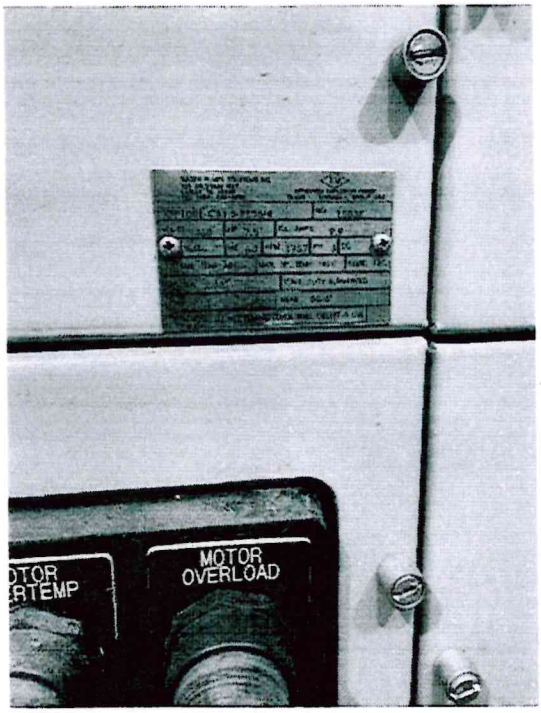


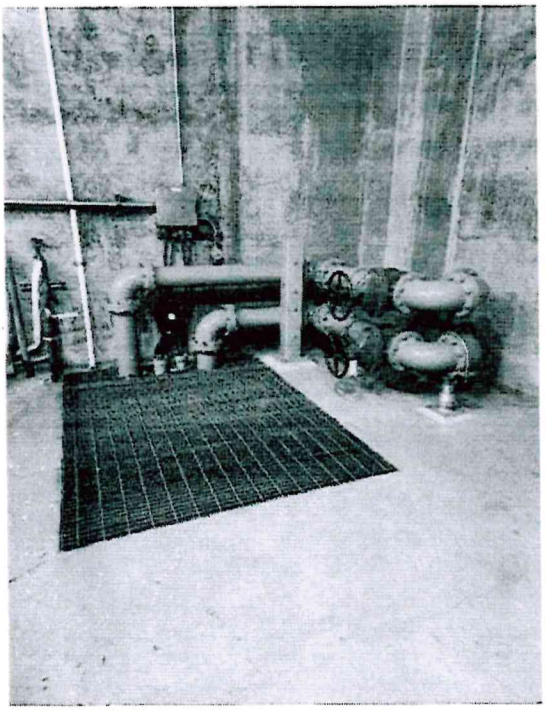

UNIVERSITY MARFLICH CO#51267-2
P.O. 169939 2 OF 2

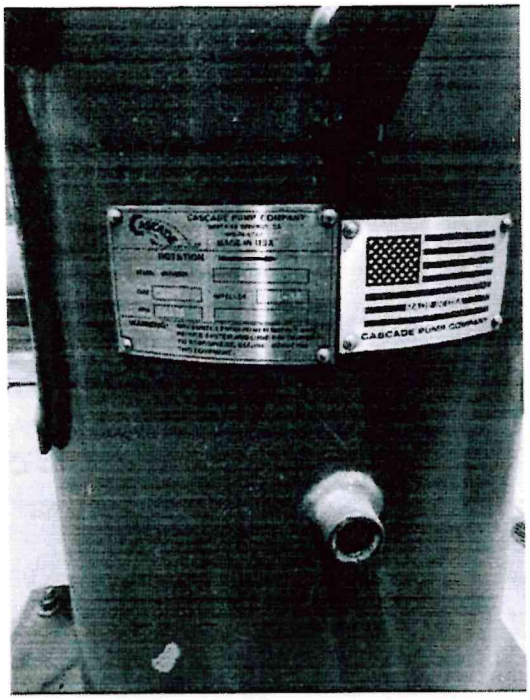
Placentia Ave Pump Room



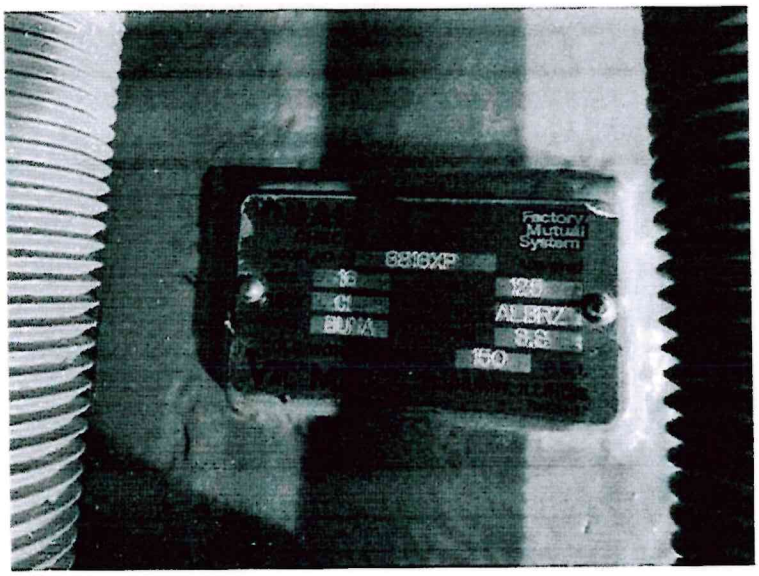







CASCADE PUMP COMPANY

NIDEC MOTOR CORPORATION
Inverter Suitable VT & 4:1 CT
NEMA Premium


Factory Mutual System
ALERT

ATTACHMENT A
BIDDER'S STATEMENT AND COMPANY INFORMATION

A. COMPANY INFORMATION

Company Full Legal Name:	AXIS GENERAL CONSTRUCTION, INC		
Business Address:	1100 E. ARLEE PLACE		
Southern California Address: (if different)			
Website Address:			
Length of time firm has been in business:	15		
Type of business: (LLC, Partnership, or Corporation)	S CORP	If incorporated, State of Incorporation:	CA
Taxpayer I.D. No. 26-3310960	DIR Registration Number 1000059209		
CSLB Number(s) 924887	Contractor's License Classification(s) B, C16, C36, D21		
Project Manager Contact Information			
Name CHRIS PURZYCKI	Phone 805.665.8155	Email CHRISP@AXISMS.COM	
Contract Administrator Information (insurance and other administrative questions)			
Name DIANA MILLER	Phone 714.398.8322	Email DIANAM@AXISMS.COM	

BIDDERS STATEMENT:

With my signature I confirm that I am authorized to bind the company. By submitting this Bid, I confirm I have read, understand, and accept the terms and conditions of this Invitation for Bid. Upon request, I will transfer and deliver all goods to the City in accordance with said terms and conditions.

Stacey Purzycki Digitally signed by Stacey Purzycki Date: 2023.08.30 13:47:24 -07'00'

Signature

ADMINISTRATION

Title

B. REFERENCES

ATTACHMENT A
BIDDER'S STATEMENT AND COMPANY INFORMATION

References shall be provided in accordance with this Notice Invting Bids, Section I. Bid Submittal Instructions. Additional pages may be attached if necessary.

REFERENCE #1		
Agency Name: DISNEYLAND	**Contact Name:** ERIC FREIHOFF	**Contact Email Address:** Eric.Freihoff@disney.com
Dates of Services Performed/Contract Term: 2008-2023	**Contract Amount:** $750,000 annual maintenance	**Contact Phone Number:** 714.709.6493
Brief Description of Scope of Work (i.e., supplies, equipment, services provided): pumps & controls service & repair		
REFERENCE #2		
Agency Name: DOUGLAS EMMETT	**Contact Name:** WILLIAM NAVAROLI	**Contact Email Address:** wnavaroli@douglasemmet.com
Dates of Services Performed/Contract Term: 2008-2023	**Contract Amount:** $1,000,000 annual maintenance	**Contact Phone Number:** 818.634.1993
Brief Description of Scope of Work (i.e., supplies, equipment, services provided): pumps & controls service & repair		
REFERENCE #3		
Agency Name: PASARROYO	**Contact Name:** MICHAEL MARTINEZ	**Contact Email Address:** Michael.Martinez@pasarroyo.com
Dates of Services Performed/Contract Term: 2013-2023	**Contract Amount:** $150,000 annual maintenance	**Contact Phone Number:** 626.792.5161
Brief Description of Scope of Work (i.e., supplies, equipment, services provided): pumps & controls service & repair		

MAINTENANCE SERVICES FOR STORM WATER PUMP STATIONS

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Chris Porzycki, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of

$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on August 31, 2023, for:

MAINTENANCE SERVICES FOR STORM WATER PUMP STATIONS

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30th Day of August 2023.

PRINCIPAL

BY: _____

President, Axis Mechanical Services
Title

BY: _____

_____
Title

(SEAL)

SURETY

_____

_____

_____
Address

_____

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

BID BOND
ACKNOWLEDGMENT OF SURETY

STATE OF California)
ss
County of Orange)

On this 30th day of August, 2023, A.D.

Chris Porzycki personally appeared before me a
(Notary Public, Judge or Other Officer)
in and for Orange County, State of California
known to me to be the President of the corporation that executed the foregoing instrument and, upon oath, did depose that he is the officer of said corporation as above designed; that he is acquainted with the seal of said corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Emily R. Hartung
(Notary Public, Judge or Other Officer)

EMILY R. HARTUNG
Notary Public - California
Orange County
Commission # 2391785
My Comm. Expires Jan 26, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2023

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 have ADDITIONAL INSURED provisions or 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
Luis Schaeffer Ins Services
PO Box 1032
Lancaster CA 93584

CONTACT NAME: Luis Schaeffer
PHONE (A/C, No, Ext): 661-609-9892 **FAX (A/C, No):** 866-859-7592
E-MAIL ADDRESS: luis@lsinsagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Associated Industries Insurance Company, Inc.	23140
INSURER B :	Infinity Auto Insurance Company	20260
INSURER C :	Nautilus Insurance Company	17370
INSURER D :	Technology Insurance Company, Inc	42376
INSURER E :		
INSURER F :		

INSURED
Axis Mechanical Services
1100 E Arlee Pl
Anaheim CA 92805

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		AES1217367-01	12/28/2022	12/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		504610029571001	04/12/2023	04/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	X		AN1274664	12/28/2022	12/28/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4293628	07/07/2023	07/07/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

"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." are listed as additional insured with respect to General Liability per endorsement CG 20 10 07 04 attached.

CERTIFICATE HOLDER
City of Placentia
401 E. Chapman Ave.
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
luis schaeffer

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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
All persons or organizations where required by written contract with the Named Insured	Any location were you perform work for such additional insured
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.

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Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: OCTOBER 3, 2023

SUBJECT: **SECOND STUDY SESSION TO REVIEW CHAPMAN CORRIDOR REVITALIZATION PLAN PROGRESS**

FISCAL IMPACT: No fiscal impacts are associated with this Study Session. Potential significant economic benefit to the local Placentia economy, including jobs, public & private investment, and annual/one-time revenue.

SUMMARY:

On October 1, 2019, City Council adopted the comprehensive General Plan Update. This update included all Elements of the General Plan except the Housing Element, which was adopted as part of the required 6th Cycle Regional Housing Needs Assessment (RHNA) allocations in March 2022, which is in the process of State certification. The Land Use Element of the 2019 General Plan strongly encourages enhancements and improvements to the visual image, physical design characteristics, economic vitality and infrastructure of the Chapman corridor. City Council previously authorized Placeworks, Inc. (Placeworks) to complete the Chapman Corridor Revitalization Plan document and supporting environmental documentation furthering the goals of the General Plan. On February 7, 2023, City Council conducted the first Study Session related to the Chapman Corridor Plan and provided direction on several key policies to move the effort forward. At this time, City Staff and Placeworks will present the progress made since February and will present additional policy questions to City Council.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Receive and file the Staff Report and presentation; and

2. Solicit public comments (if any) regarding the proposed Chapman Corridor Revitalization Plan and supporting documentation; and

3. Provide direction to Staff as appropriate regarding the proposed Chapman Corridor Revitalization Plan.

3.a.
Oct. 3, 2023

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Promote Community and Economic Development, as Objective Number 3.5 is to Initiate the Chapman Corridor Specific Plan and Objective Number 3.6 is to create design review guidelines and procedures. This agenda item will specifically result in creation of the Chapman Corridor Specific Plan (or equal Zoning document) and will also create design review guidelines specific to the Chapman Corridor.

BACKGROUND:

The General Plan is the City's land use constitution, a legal policy document that is mandated to exist by the State of California. The General Plan is intended to reflect the community's values and set policies to guide in the development, maintenance, and use of the City's built environment. It forms the basis for future decision making as it relates to the mandatory and optional Elements of the General Plan. The Land Use Element is one of seven mandatory General Plan Elements required by the State of California. On October 1, 2019, City Council adopted the comprehensive General Plan Update, which included an updated Land Use Element. The Land Use Element of the 2019 General Plan strongly encourages enhancements and improvements to the visual image, physical design characteristics, economic vitality and infrastructure of the Chapman Corridor and other major corridors as indicated in the subsequent paragraphs.

- Goal LU-1 states: Provide a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to City residents. Policy LU-1.10 further states: Create specific zoning or plans for major corridors within the City. This would include the Chapman Avenue corridor and the Placentia Avenue corridor, among other major thoroughfares.

- Goal LU-3 states: Revitalize underutilized, abandoned or dilapidated commercial, industrial and residential uses and properties. Policy LU-3.1 furthers this goal by stating: Encourage opportunities for redevelopment and improvements in the Old Town area, the TOD district, industrial areas, neighborhoods in the southern sector of the City, and commercial centers along major roadway corridors.

- Goal LU-5 states: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas. Policy LU-6.6 furthers this goal by stating: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas.

- Goal LU-6 states: Enhance and improve the visual image, economic vitality and infrastructure of the Old Town area, TOD, and surrounding areas, like the future Chapman corridor. Policy LU-6.6 furthers this goal by stating: Focus planning and economic development efforts to spur development and infrastructure improvement on major transportation corridors, such as the future Chapman Avenue corridor.

- Goal LU-10 states: Create enhanced connectivity with California State University Fullerton (CSUF) campus community. Policy LU-10.2 furthers this goal by stating: In creating the aforementioned corridor plans, the City shall take into consideration the nearby Cal State University Fullerton campus community and capitalize on its proximity.

In October 2022, City Council approved a Professional Services Agreement with Placeworks to draft the Chapman Corridor Revitalization Plan document and supporting environmental documentation furthering the aforementioned goals of the General Plan. Subsequent or concurrent with approval of the corridor plan document, staff anticipates the adoption of a Chapman Corridor Streetscape Master Plan.

On February 7, 2023, City Council conducted the first Study Session related to the Chapman Corridor Plan and provided direction on several key policies to move the effort forward. The first set of policy questions were related to the corridor boundaries. The second set of policy questions were related to land use and site testing, including: 1. What does council envision for the future of Chapman Corridor?, 2. What are key objectives for Chapman Corridor?, and 3. What mobility options should be considered for Chapman Avenue and connections to Old Town and the future Metrolink Station? The third set of policy questions were related to additional uses and mobility (transportation). Those questions were: 1. What additional uses and or types of development should be explored?, and 2. Which mobility options and connections should this plan prioritize? At this time, City Staff and Placeworks will present the progress made since February and will present additional policy questions to City Council.

DISCUSSION:

The Chapman Corridor Revitalization Plan development standards and regulations will foster responsible, progressive and attractive development to meet City Council's goals for the corridor. Medium-high density mixed-use development will bring new businesses and residents to the Chapman Corridor, and adjacent Old Town Placentia and TOD District, benefiting the traditional downtown with new shoppers and diners.

Another benefit of the Revitalization Plan is to plan for appropriate successor commercial and mixed-use development that will unify the Chapman Corridor from Placentia Avenue to Kraemer Boulevard. Staff envisions that the plan will encourage the consolidation of smaller parcels for new development, providing a catalyst for development, thereby increasing pedestrian activity and revenue to the City in the form of property taxes, sales tax, Transient Occupancy tax and impact fees. This will also result in a more unified aesthetic for the Chapman Corridor, which currently appears aesthetically and visually inconsistent between Placentia Avenue and Kraemer Boulevard.

Placeworks (with Staff oversight) prepared a presentation (Attachment 1) for City Council review. The presentation will summarize a review of the project to date, summary of public outreach, proposed land use districts and sub-areas and existing conditions (including land use, urban design, mobility, opportunity areas, mobility considerations, and policy guidance/questions, with next steps. The goal of this Study Session is to receive City Council and public input regarding the following staff recommendations and policy questions:

Staff Recommendations:

- Keep parcels already included in the "Old Town Placentia" Plan out of the Chapman Corridor.
- An amended boundary of the plan on the south side of Chapman between Murray Street and Main Street with an overlay to allow potential new multi-family or mixed-use development.
- Staff recommends no on-street parking on Chapman Avenue between Bradford Avenue and Placentia Avenue.

Policy Questions:

- Is 3 to 4 stories (and possibly 5 stories in some locations) appropriate for the Chapman Corridor?
- Should certain land uses be considered or more strongly encouraged?
- Is there concurrence with Staff regarding the land use districts and sub-areas?
- Is there concurrence with Staff regarding the omission of street parking?

Next Steps

October - January:

- Traffic Counts
- Draft Plan
- Initiate Technical Studies

Spring 2023:

- Conduct an Economic Benefit Analysis (upon completion of land use changes and buildout)
- Council approval of Corridor Revitalization Plan, initiate any necessary CEQA studies (final Plan adoption with CEQA certification)

Summer 2023:

- Conduct an Economic Benefit Analysis (upon completion of land use changes and buildout)
- Council approval of Corridor Revitalization Plan, initiate any necessary CEQA studies (final Plan adoption with CEQA certification)

Ongoing:

- Community Outreach – through website updates

On A Parallel Track:

- Initiate a Chapman Corridor Streetscape Master Plan

Prepared by:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
PowerPoint Presentation

Chapman Corridor Revitalization Plan

City Council

Study Session #2

10/3/2023

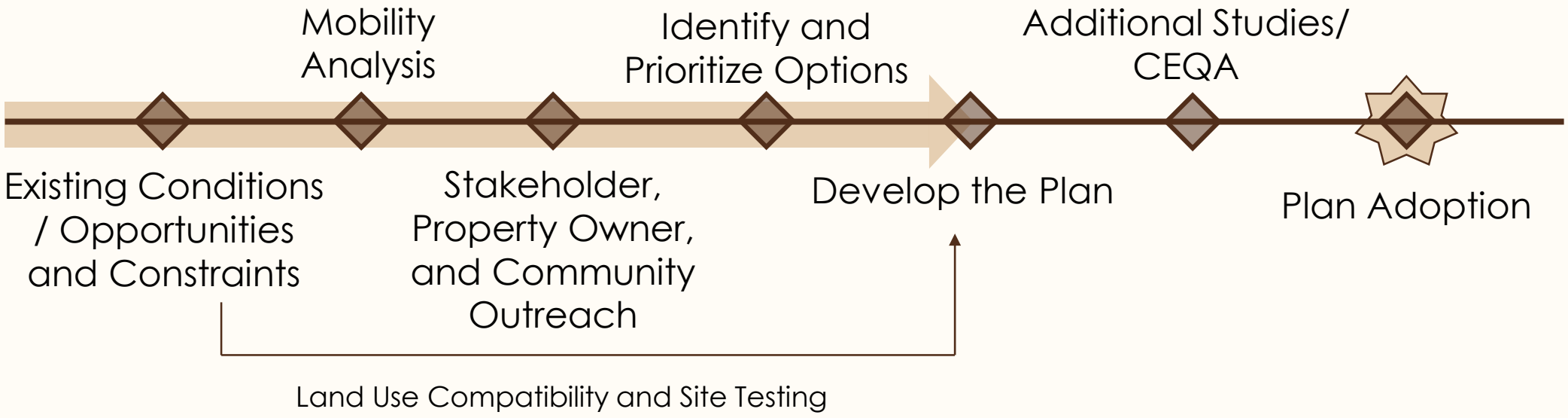
PLACEWORKS

Agenda

- Review of Project To-date
- Summary of Outreach
- Proposed Land Uses
- Mobility Considerations
- Policy Guidance/ Questions
- Next Steps

Project Overview

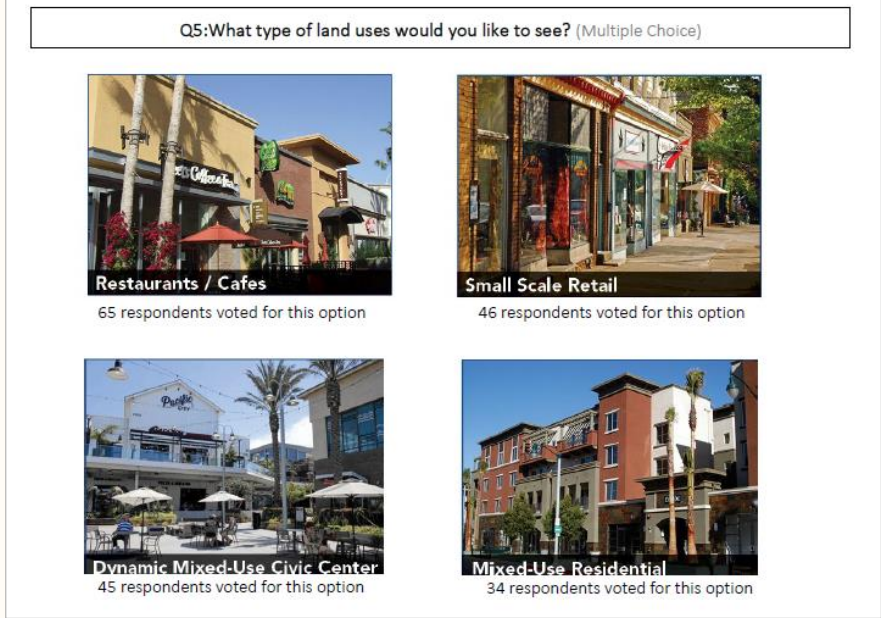
- Kicked off in 2022 to explore options for entitlement and incentives for revitalization along the corridor
- Could result in updated zoning, an overlay, or a specific plan for the area



Summary of Outreach

Workshop and Survey

- In-person workshop was held March 30, 2023 at the Powell building adjacent to the CCRP area
  - Approximately 20 people in attendance
- On-line survey launched on March 30, 2023
  - Remained open until July 10th, 2023
  - 86 responses received



Workshop - Key Take Aways

Boundary options:

- **Do not** include the residential area south of Chapman Ave between Murray St and Alta St.
- Include the Civic Center.

Ideas for Chapman Avenue area:

- Keep the historical residential character of Placentia;
- Update shopping and businesses;
- Improve traffic and parking; and
- Consider the needs of retired community members.

Include land uses that allow for:

- Sports complex;
- Small scale retail; and
- Community center.

Buildings along Chapman could be denser:

- 4-5 story mixed use buildings; and
- Commercial/ Retail.

Mobility considerations:

- People drive or walk to the area
- Intersection improvements for vehicles and pedestrians
- Corridor is used to get to/from somewhere, passing through

Survey – Key Take Aways

Boundary options:

- **Include** the residential area south of Chapman Ave between Murray St and Alta St.
- Include the Civic Center.

Ideas for Chapman Avenue area:

- Update old buildings/ façade improvements
- More restaurants/ dining options and breweries
- More trees
- Fix the fountain
- Include art and new signage

Include land uses that allow for:

- Markets and small grocery;
- Sports complex; and
- Community center.

Buildings along Chapman could be denser:

- 4-5 story mixed use buildings; and
- Commercial/ Retail.

Mobility considerations:

- Widen the street/lanes
- Make it friendly to walk
- Bike lane improvements
- Intersection improvements for vehicles and pedestrians

11 respondents voted for this option

33 respondents voted for this option

29 respondents voted for this option

11 respondents voted for this option

26 respondents voted for this option

22 respondents voted for this option

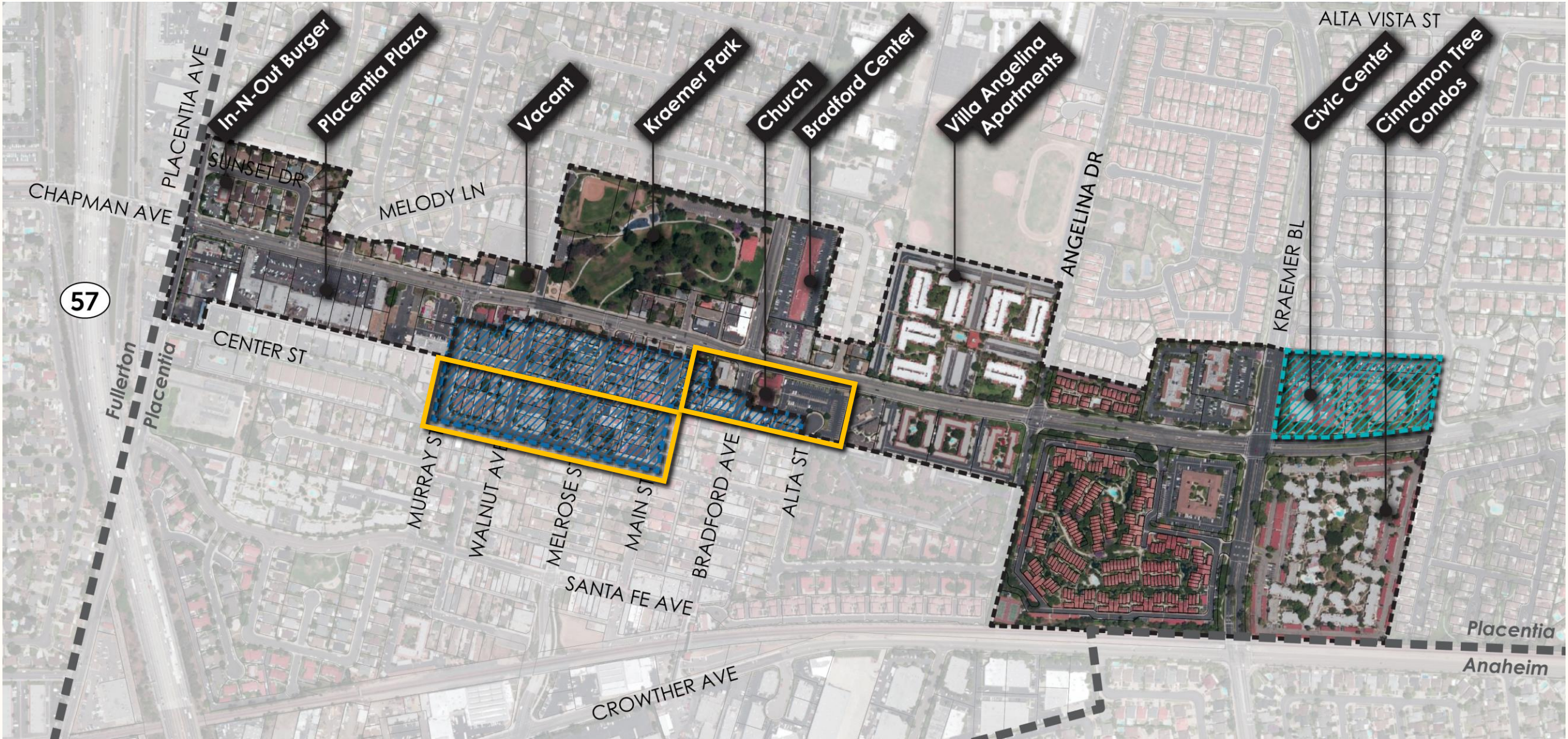
Additional Outreach Efforts

- Summer Concerts
- Oldtown Placentia Meetings
- C.A. Weekly Articles
- City Website Spotlight
- Social Media Post

Land Use

Opportunity Areas

Boundary Option #2: Placentia Ave to Kraemer Blvd



Proposed Boundary - Refined

4-5 Story Residential

Commercial / Retail

Mixed-Use Catalytic Project

Angelina Development – Kraemer Land Company

ANGELINA
PLACENTIA | CALIFORNIA
KRAEMER LAND COMPANY | 19-128
DATE 3 | 3 | 21

VIEW ON SOUTH KRAEMER BLVD. AFTER | A9.1

URBAN ARENA

ANGELINA
PLACENTIA | CALIFORNIA
KRAEMER LAND COMPANY | 19-128
DATE 3 | 3 | 21

URBAN ARENA

Civic Center Mixed Use Opportunity Site

La Habra Civic Center – Land Swap

Laguna Niguel "City Center"

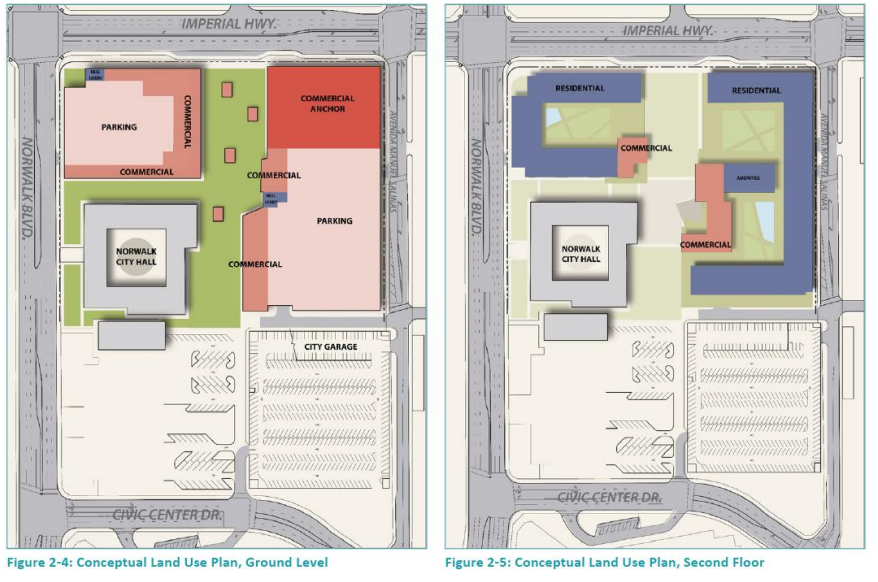
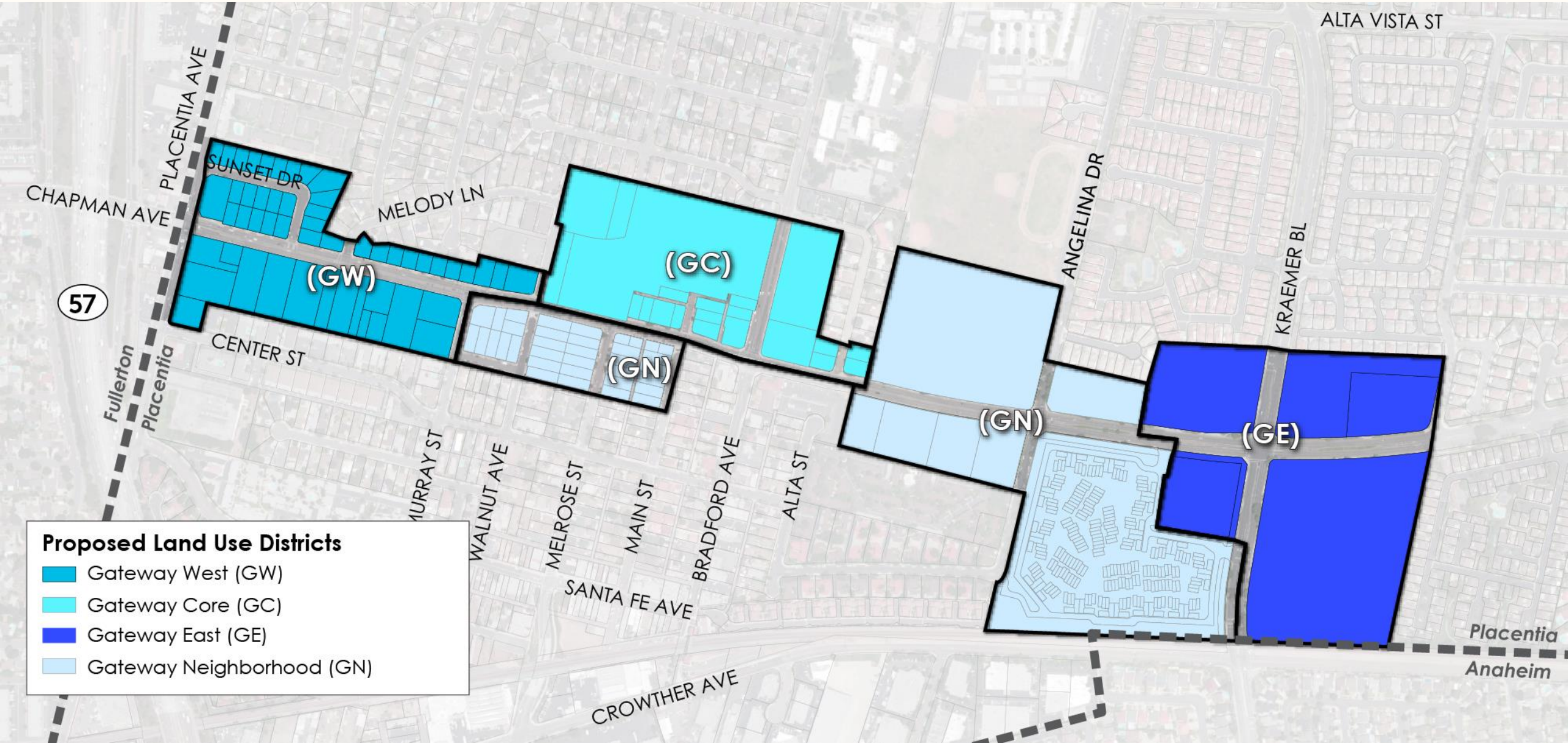


Figure 2-4: Conceptual Land Use Plan, Ground Level

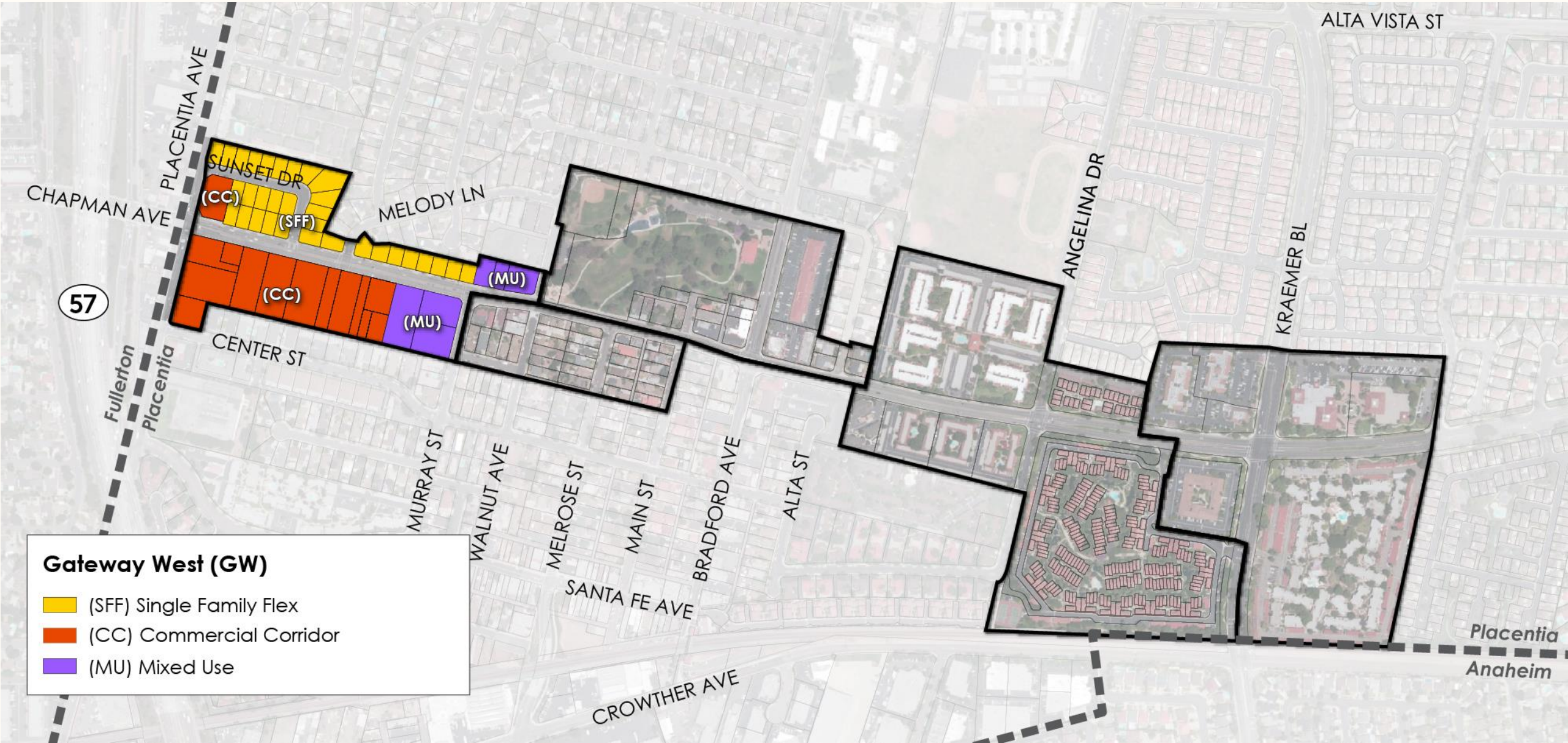
Figure 2-5: Conceptual Land Use Plan, Second Floor

Norwalk Entertain Center – Developer Led Effort

Proposed - Sub Areas



Proposed Land Use Plan - Gateway West

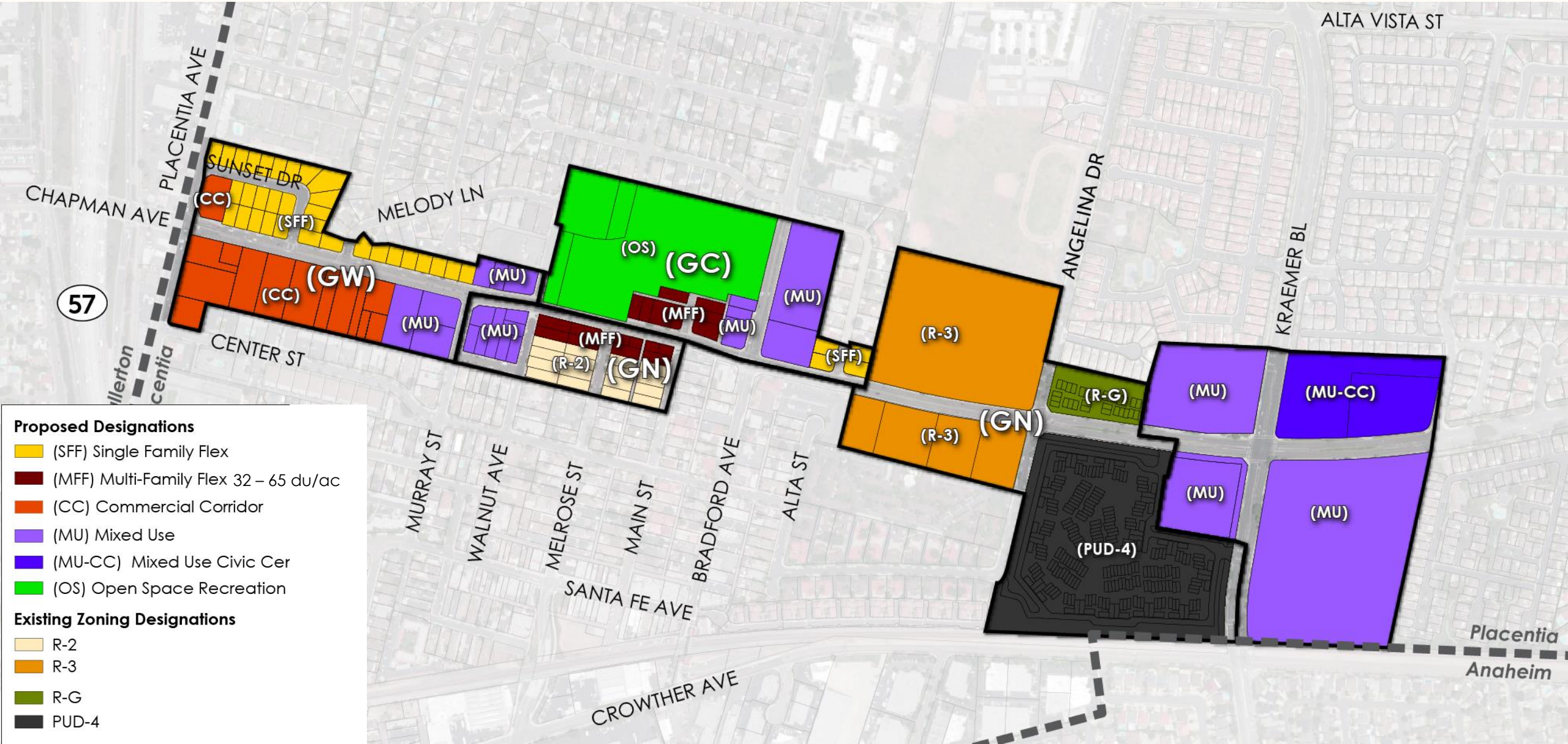


Proposed Land Use Plan - Gateway Core

Gateway Neighborhood

Proposed Land Use Plan – Gateway East

Proposed Land Use Plan



Proposed Designations (new)

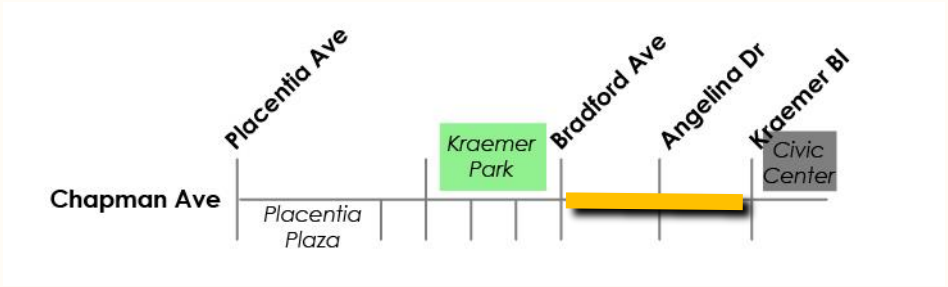
Designation	Description
Single Family Flex (SFF)	Would allow existing SF to continue, more incentives for adaptive re-use of structure for flexibility of commercial use (i.e. offices in older homes as found in Orange and Fullerton.
Commercial Corridor (CC)	Would allow current commercial to continue to operate. May increase density to allow future capacity and development.
Mixed-Use* (MU)	Encourage key parcels for mixed-use. Would also accommodate future catalyst Site (Angelina Development. Allow for height 2-3 stories and 3-4 stories, 5 if certain conditions are met, varies by sub area. Would also allow for a hotel in the Gateway West sub area.
Multi Family Flex (MFF)	Would allow for multi-family development between 32 and 65 dwelling units per acre depending on the sub area.
Civic Center Mixed-Use*	Would provide flexibility in uses and standards for future use of the Civic Center. Allow for height 3-4 stories, 5 if certain conditions are met.

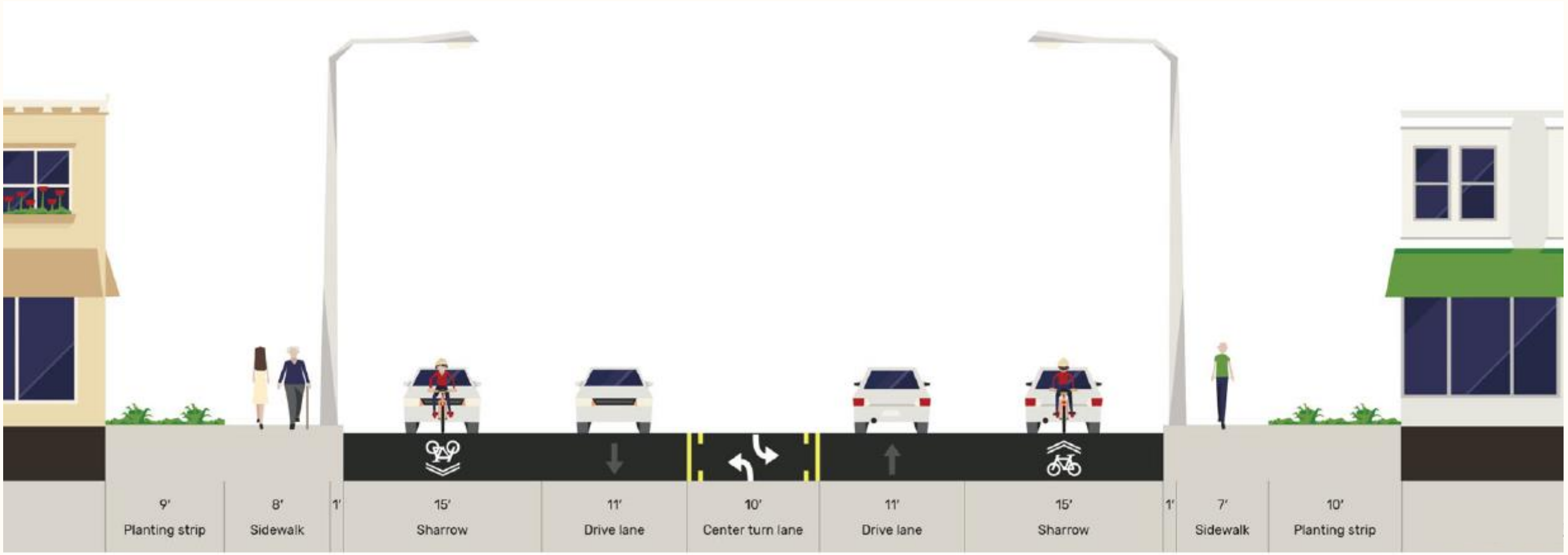
*All Mixed-Use would allow for housing but would not require ground floor commercial, configurations could be vertical or horizontal.

Mobility

Chapman Ave – Existing ROW East of Bradford Ave

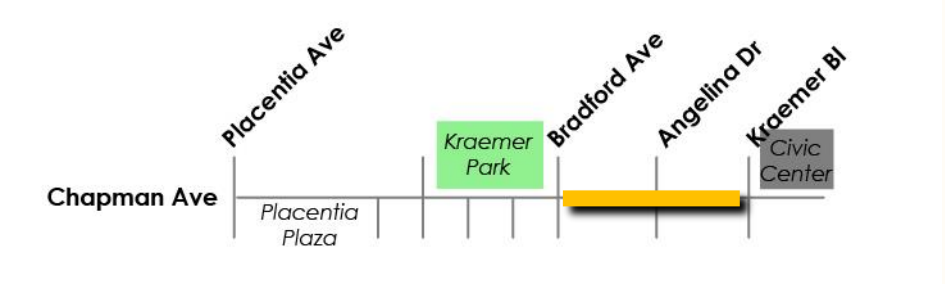
(No Parking)

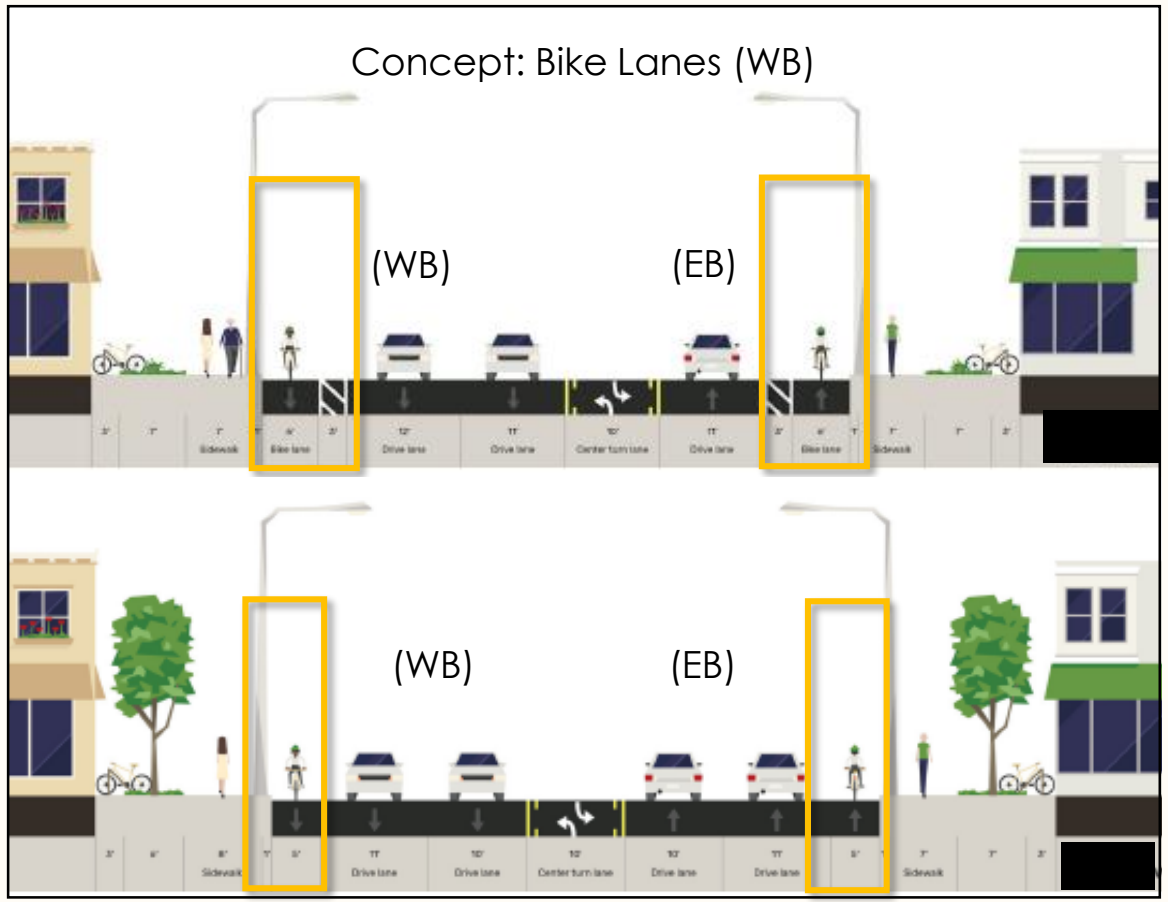


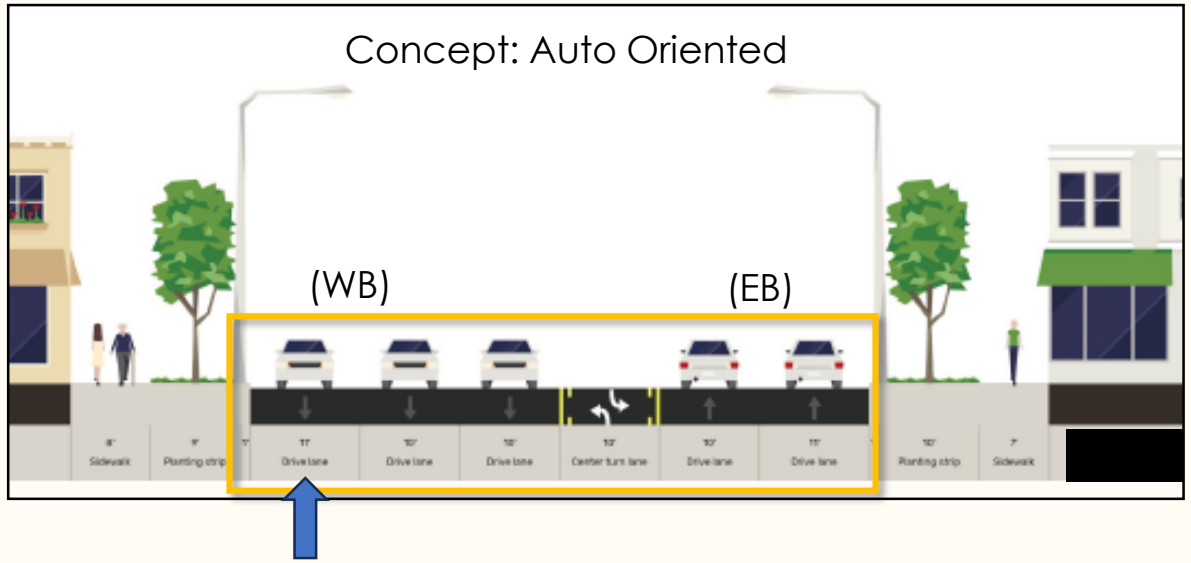


Sidewalk and Building setback may vary

Chapman Ave Options: East of Bradford





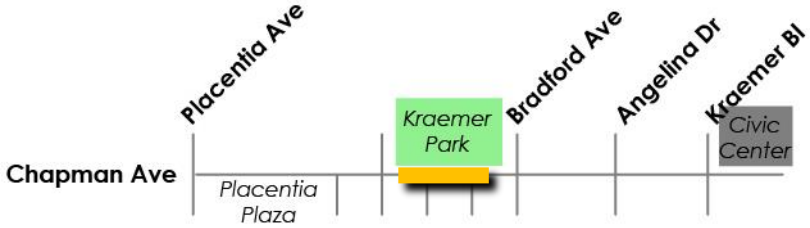


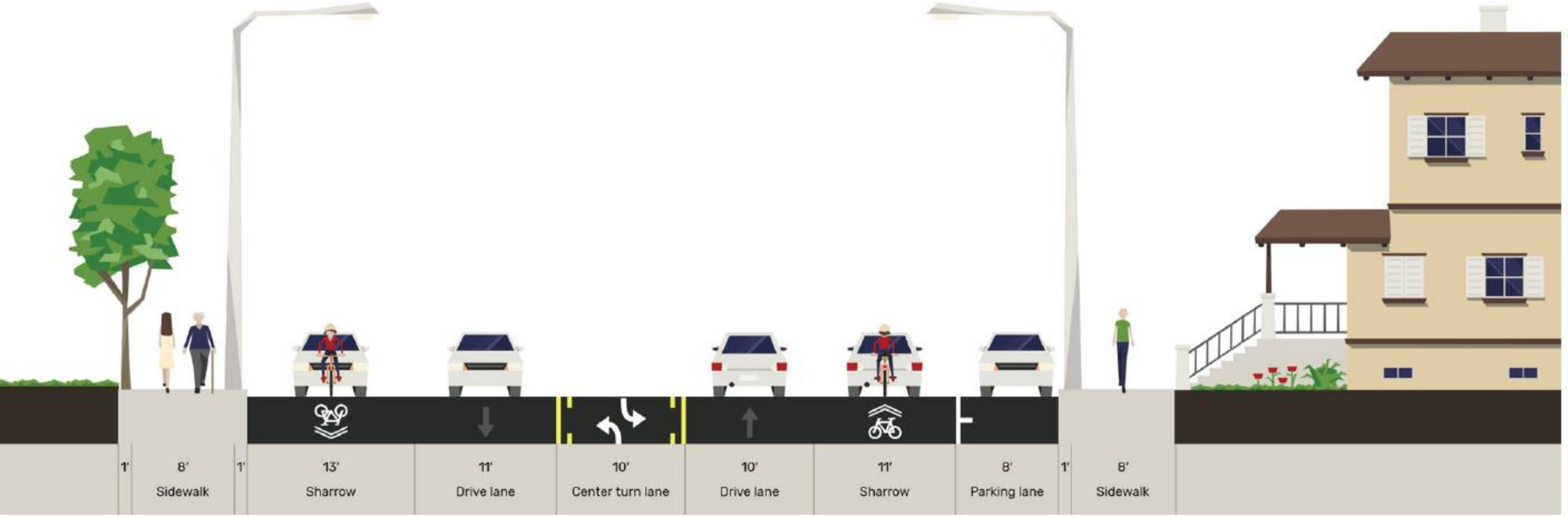
(Add Traffic Lane)

- All concepts fit within existing ROW

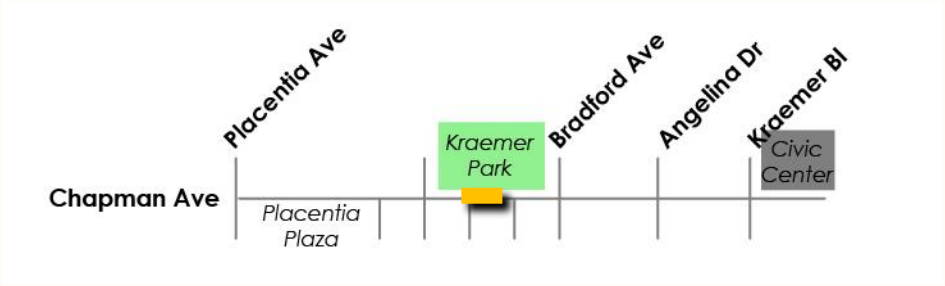
Chapman Ave – Existing ROW at Kraemer Park

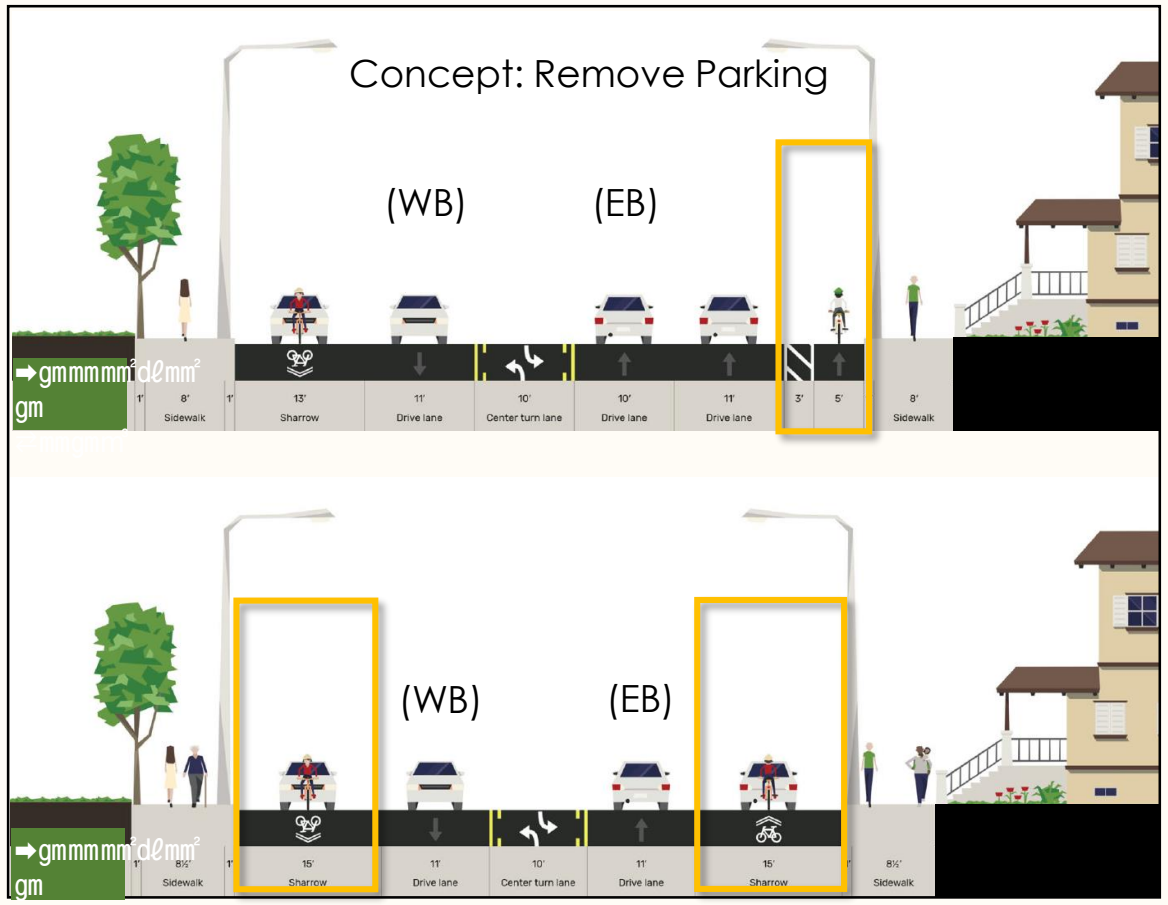
(Parking)

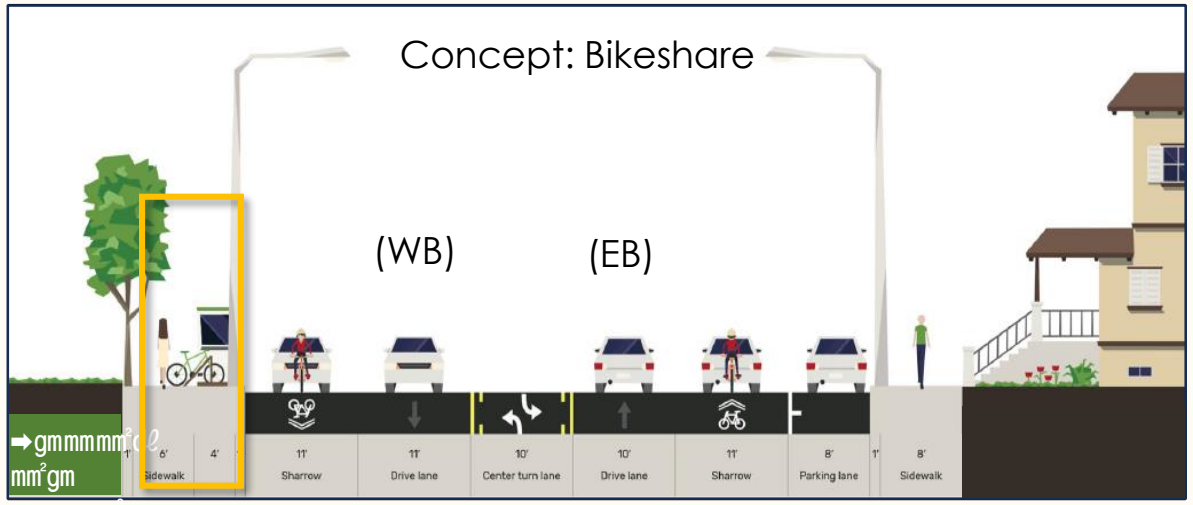


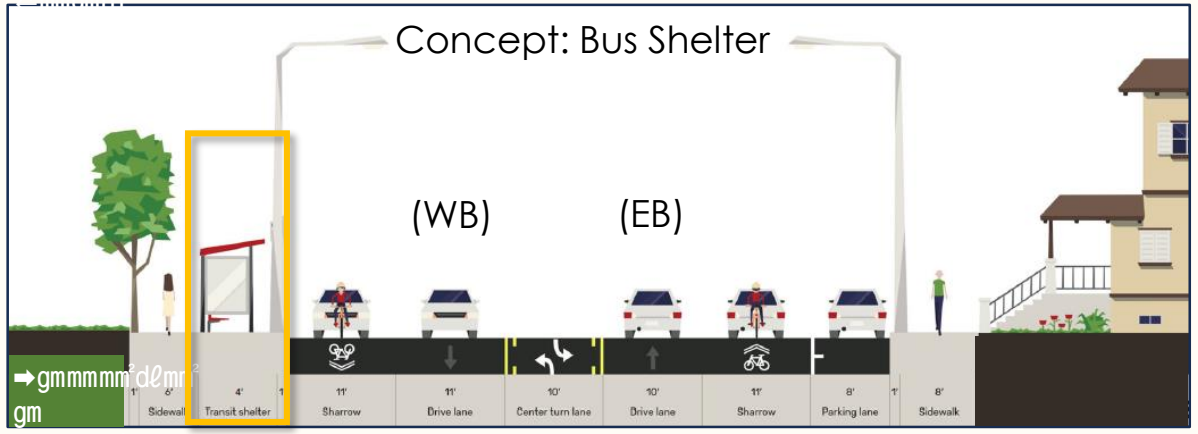


Chapman Ave Options: At Kraemer Park







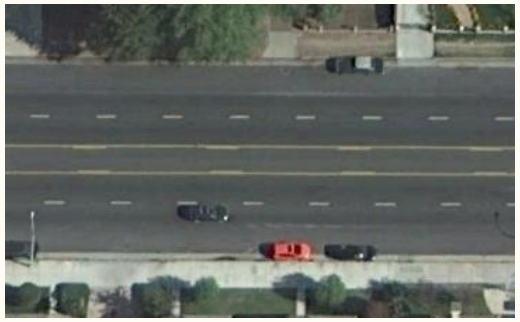


- All concepts fit within existing ROW; bikeshare and transit shelter may require some of the pedestrian space

Real-World Examples of On-Street Parking Removed

Rosemead Boulevard, Temple City, CA

Before – 4 Lanes + Parking on Both Sides



After – 4 Lanes + Protected Bikeway

Mixed-Use with On-Street Parking Issues

Commonwealth Avenue/Chapman Avenue, Fullerton, CA

Parking on Commonwealth Avenue

No Parking on Chapman Avenue

If bikes are prioritized on Chapman what routes are appropriate for connections to other areas of the City?

- Old Town (within Old Town Revitalization Plan area)
- Bradford Avenue
- Kraemer Boulevard
- Placentia Avenue
- Consider connections to future Metrolink Station

Mobility

- Intersection improvements will be developed through traffic study.
- Alternative bike routes to be explored.
- Traffic counts first week of October.
- Trip generation based on approval to move forward with the Proposed Land Use Plan.

Staff Recommendations

- Leave Old Town parcels alone
- Reduce boundary between Murray St & Main St
- Staff recommends addition of flex designations where appropriate, while allowing underlying zoning to remain
- Staff recommends no on-street parking on Chapman from Bradford to the west
- Staff recommends bike lanes on Chapman Avenue wherever possible (without losing travel lanes) even if westbound only

Discussion

Policy Questions

- Are 3 to 4 stories (and possibly 5) appropriate heights for the Chapman Corridor?
- Are there any other land types of uses should be considered or more strongly encouraged?
- Do you agree with Staff on
  - Proposed Designations?
  - Street Parking and Limits?
  - Street Design? What types do you prefer?

Next Steps

October - January:

- Traffic Counts
- Draft Plan
- Initiate Technical Studies

Spring 2023:

- Conduct an Economic Benefit Analysis (upon completion of land use changes and buildout)
- Council approval of Corridor Revitalization Plan, initiate any necessary CEQA studies (final Plan adoption with CEQA certification)

Ongoing:

- Community Outreach – through website updates

On A Parallel Track:

- Initiate a Chapman Corridor Streetscape Master Plan