



Regular Meeting Agenda April 16, 2024

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 Jeremy B. Yamaguchi
District 3

Mayor Pro Tem Kevin Kirwin
District 2

Rhonda Shader
Councilmember
District 1

Ward L. Smith
Councilmember
District 5

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
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Placentia, CA 92870

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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
April 16, 2024
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

1. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
(1 case)

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
April 16, 2024
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Fire Engineer Ed Hughes

PRESENTATION:

- a. **Proclamation for Chamber of Commerce 100th Anniversary**
Presenters: Mayor Yamaguchi and City Council
Recipients: Walt Lynch, President; Kenny Binnings, Vice President; and Michele Severson, Executive Director

- b. **Proclamation of April 26, 2024 as Arbor Day**
Presenter: Mayor Yamaguchi and City Council
Recipients: City Administrator Arrula and Deputy Public Works Director Chris Tanio

- c. **Proclamation of April 14-20, 2024 as 911 Public Safety Telecommunications Week**
Presenter: Mayor Yamaguchi and City Council
Recipients: Placentia Public Safety Communications Staff

- d. **Proclamation for Donate Life Month**
Presenters: Mayor Yamaguchi and City Council
Recipient: Rene Sorrentino

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.i.):

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. **Minutes**

City Council/Successor/ICDA/PPFA Regular Meetings of: July 11, 2023 and July 25, 2023, Special Meeting of July 25, 2023 and Regular Adjourned Meeting of July 26, 2023

Recommended Action: Approve

1.c. **City Fiscal Year 2023-24 Registers for April 2, 2024
Check Register**

Fiscal Impact: \$4,119,121.19

Electronic Disbursement Register

Fiscal Impact: \$1,047,319.02

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

**City Fiscal Year 2023-24 Registers for April 16, 2024
Check Register**

Fiscal Impact: \$1,020,271.95

Electronic Disbursement Register

Fiscal Impact: \$1,067,701.45

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.d. **2023 Citywide Engineering and Traffic Speed Survey**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve and file the 2023 Engineering and Traffic Survey.

1.e. **Professional Services Agreements for On-Call Construction Management and Inspection Services**

Fiscal Impact:

Expense: \$3,000,000 Total Cumulative Contract Not-to-Exceed

Amount for a total of Six (6) On-Call Contracts

Revenue: Various CIP Project Budgets

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman company, for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 2) Approve a Professional Services Agreement with Berg & Associates, Inc. for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 3) Approve a Professional Services Agreement with Ardurra Group, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and

- 4) Approve a Professional Services Agreement with Totum corp. for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 5) Approve a Professional Services Agreement with Z&K Consultants, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 6) Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 7) Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the individual contract not-to-exceed amounts, or \$50,000; and
- 8) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

1.f. **Acceptance of Construction Work and Notice of Completion for Construction of the TOD Crowther Sewer Line Replacement Project**

Fiscal Impact:

Expense:	\$ 4,696,973.63	Original Construction Contract
	\$ 335,782.13	Contract Change Orders 1-9
	\$ (187,016.14)	Contract Change Order 10
	<u>\$ 4,845,739.62</u>	<u>Total Contract Amount</u>

Budget:	\$ 5,445,645.90	<u>Total Project Budget</u>
	\$ 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) Accept the work performed by Kana Pipeline Inc., for a grand total amount of \$4,845,739.62; and
- 2) Authorize the City Administrator to approve Contract Change Order No. 10 with Kana Pipeline, Inc. in the credit amount of \$187,016.14; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.g. **Amendment No. 1 to Restatement of City Administrator Employment Agreement**

Fiscal Impact: \$34,329.00

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Restatement of the City Administrator's Employment Agreement dated March 21, 2023, to be executed by the Mayor, in a form approved by the City Attorney.

1.h. **Change Order No. 1 with McMurray Stern for the Evidence Storage Equipment for the Public Safety Center Butler Building**

Fiscal Impact:

Expense:	\$ 14,514.87	Change Order No. 1
Budget:	\$ 5,007,150.00	Available Project Funding (105213-6850 JL# 229999-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve Change Order No.1 with McMurray Stern for installation of the Space Saver High Density Mobile System for \$14,514.87; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.i. **Approve Amendment No. 5 to Professional Services Agreement with PBK to complete the Architectural and Engineering Design Services for the Placentia Public Safety Center Project**

Fiscal Impact:

Expense:	\$ 89,285	Amendment No. 5 to Professional Services Agreement
Available Budget:	\$ 1,990,457	Fiscal Year 2023-24 CIP Budget (105213-6850 JL# 229999-6850 & 105213-6850 JL# 105213-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 5 to Professional Services Agreement with PBK for an additional \$89,285 to complete the architectural and engineering services for a cumulative contract not-to-exceed amount of \$692,300; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the cumulative contract amount, or \$69,230; and
- 3) Authorize the City Administrator and/or his designee to approve the agreement in a form approved by the City Attorney.

1.j. **Facility Condition Assessment and 10-Year Strategic Asset Management Plan**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the report.

1.k. **Reject Bid for Fire Station No. 2 Bay Door Replacement City Project No. 24502**

Fiscal Impact:

Budgeted: \$50,000 FY 2023-24 CIP Budget (799800-6760-24703)

Recommended Action: It is recommended that the City Council:

- 1) Reject the bid received and authorize the return of the bid bond; and
- 2) Adopt Resolution No. 2024-23, A Resolution of the City Council of the City of Placentia, California, finding that work could be completed more economically and authorizing direct negotiation of the contract on the open market for Fire Station No. 2 Bay Door Replacement City Project No. 24502; and
- 3) Authorize the City Administrator to approve a contract in an amount not-to-exceed \$40,000; and
- 4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.l. **Recap of 2023 Heritage Festival and Approval of 2024 Event**

Fiscal Impact:

2023 Expense:	\$121,889.08	Total Event Cost
2023 Staff Cost:	\$ 34,441.47	Includes All City Staff
2023 Supplies Cost:	\$ 87,447.61	General Fund
2023 Revenue:	\$ 41,735.00	

2024 Expense:	\$122,900	Estimated Supply/Equipment Expenditures for FY 2024-25
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Recommended Action: It is recommended that the City Council:

- 1) Review the proposed recommendations presented by Staff and the Heritage Festival Committee and provide feedback; and
- 2) Approve the recommendations from Staff and the Heritage Festival Committee for the 2024 Heritage Festival and Parade event; and

- 3) Approve the request for the City to fund \$122,900 in supply and staffing costs for the 2024 Heritage Festival to be allocated in the Fiscal Year 2024-25 budget; and
- 4) Approve vendor and event participation fees to increase based on the City's annual fee schedule update to maintain consistency with the City's overall fee structure for programs and events; and
- 5) Approve the recommendation from Staff and the Heritage Festival Committee to tentatively approve the 2025 event date for October 11, 2025 in order to better solicit large corporate sponsors.

2. PUBLIC HEARINGS:

2.a. **Adoption of Proposed Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule**

Fiscal Impact: The proposed fee changes as of July 1, 2024, are intended to recover the cost of providing existing services associated with those fee-related regulatory functions and other programs.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
- 2) Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
- 3) Close the public hearing; and
- 4) Adopt Resolution No. R-2024-20, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2024, for Fiscal Year 2024-25.

2.b. **Annual Update Regarding Citywide Development Impact Fees, Transit Oriented Development Packinghouse District Development Impact Fees, and Residential Affordable Housing Impact Fees for Cost Recovery**

Fiscal Impact: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This update adjusts impact fees only commensurate with the Construction Cost Index (CCI).

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Citywide Development Impact Fee Schedule, the Transit-Oriented Development (TOD) Packing House Development Impact Fee Schedule, and the Residential Affordable Housing Impact Fee Schedule; and
- 2) Receive the Staff report, consider all public testimony, ask questions of Staff; and
- 3) Close the public hearing; and
- 4) Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
- 5) Adopt Resolution No. R-2024-18, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to parks and recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, Quimby in-lieu fees, and to public safety (Fire, Police, Animal Shelter) fees citywide; and
- 6) Adopt Resolution No. R-2024-21, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to traffic and transportation infrastructure, streetscape infrastructure and sewer facilities in the Transit Oriented Development area; and
- 7) Adopt Resolution No. R-2024-22, a Resolution of the City Council of the City of Placentia, California, approving updated Citywide Residential Affordable Housing Impact Fees pursuant to Construction Cost Index for residential developments citywide; and

- 8) Direct Staff to prepare a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees for fiscal year 2025-26 or earlier, with a cost increase metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment.

2.c. **Zoning Code Amendment (ZCA) No. 2024-01 to amend the Placentia Municipal Code (PMC) Chapter 23.111 Regarding Amortization of Uses and Preservation of Property Rights Related to Legal Non-Conforming Uses; and, to Amend the Placentia Municipal Code to Omit Chapter 23.37 Titled "SF-C Santa Fe-Commercial District" and to make Conforming Amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 Omitting References to the "SF-C Santa Fe-Commercial District"**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning Zoning Code Amendment (ZCA) No. 2024-01; and
- 2) Receive the Staff report, consider all Public Testimony, ask any questions of Staff, and
- 3) Close the public hearing; and
- 4) Find that approval of Zoning Code Amendment (ZCA) No. 2024-01 is exempt from environmental review and direct Staff to file a Notice of Exemption, pursuant to CEQA Section 15061(b)(3); and
- 5) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2024-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "Sf-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

3. REGULAR AGENDA:

3.a. **2024 City Treasurer Investment Report Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the 2024 Treasury Update.

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, May 7, 2024 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:

- Second Reading Zoning Code Amendment ZCA No. 2024-01
- NOC: Parque de Arroyo Verde Project
- PSA ADA Transition Plan
- PSA for Class and Comp Study
- Quarter 3 2023-24 Budget Review
- Pro-Housing Designation Resolution

CERTIFICATION OF POSTING

I, Carole M. Wayman, Deputy City Clerk 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 April 16, 2024 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on April 11, 2024.

Carole M. Wayman
Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR MEETING
July 11, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Smith called the meeting to order at 5:35 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Wanke, Yamaguchi, Smith

ABSENT: Kirwin (excused)

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session. Mr. McKinnell announced the Closed Session matters.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Wall Vines

2. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien Arrula, City Administrator
Alice Burnett, Director of Human Resources
Employee Organization: Placentia Police and Fire Management Association (PPFMA)

3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Party: Damien R. Arrula, City Administrator
Under Negotiations: Price and Terms of Payment

4. Pursuant to Government Code Section 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation

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

CALL TO ORDER: Mayor Smith called the meeting to order at 7:10 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Wanke, Yamaguchi, Smith

ABSENT: Kirwin (excused)

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Deputy Director of Community Services Veronica Ortiz; Director of Development Services Joe

Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Fire Engineer Larry Hogueisson

Mr. Hogueisson acknowledged all military veterans in the Council Chambers before leading the Pledge of Allegiance.

PRESENTATIONS:

a. **Supervisor Doug Chaffee**

Recipients: City Council

Supervisor Chaffee acknowledged the collaborative work by the City Council and Staff on a proposed Senior/Community Center and presented the City Council with a check for \$500,000 towards the construction of the proposed senior center.

Mayor Smith thanked Supervisor Chaffee for the check and his continued support for the center.

a. **Proclamation** July 2023 as Parks and Recreation Month

Presenter: Mayor Smith

Recipients: Karen Crocker, Director of Community Services and
Veronica Ortiz, Deputy Director of Community Services

Mayor Smith presented a proclamation to Director of Community Services Karen Crocker, Deputy Director of Community Services Veronica Ortiz and Staff from Community Services in recognition of July 2023 Parks and Recreation Month. Director of Community Services Karen Crocker thanked the Mayor and Councilmembers for the recognition of "Parks and Recreation Month" and highlighted upcoming summer events.

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there were four (4) items on the Closed Session agenda, the City Council discussed each of those items, and direction was provided. He noted that there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula welcomed and introduced four (4) new City of Placentia employees.

Police Officer Sergio Tejada was born in Bellflower and grew up in Orange County. Sergio was hired by the Placentia Police Department as a Police Academy Trainee in June of 2022 and attended the Golden West Police Academy; he graduated in December 2022.

Public Works Management Assistant Kate Polezhaev was born in Latvia and graduated from high school in Boston. Last month, Kate earned her Master's Degree in Public Administration, with an emphasis on Local Government, from Cal State Fullerton. Kate previously worked for the City of Santa Ana Public Works Department and the City of Buena Park Community Service Department. Kate also held student leader positions at Cal State Fullerton, including Director of Public Relations and President of Pi Alpha Alpha, an honor society club.

Risk Manager Krystle Murillo has worked for several cities throughout the San Gabriel Valley, the most recent being the City of Claremont as the Personnel Services Manager. She has over eight years of experience in Human Resources and Risk Management. Krystle earned her Bachelor's Degree in Criminal Justice Administration from San Diego State University and her Master's Degree in Public Administration from Cal State Fullerton.

Building Permit Technician Heidi Morgado. Heidi was born in Fullerton and graduated from John H. Glenn School in Norwalk. After high school, Heidi attended Cal State Fullerton and studied Cultural Anthropology. Heidi previously worked for CSG Consultants as a Building Permit Technician; before that, she worked for the Department of Conservation California Geologic Energy Management Division

Southern District. She also has a degree in photography and previously operated her own photography business.

ORAL COMMUNICATIONS:

Placentia resident Robert Roper expressed concerns about Municipal Code violations and fines he has received for his property at 755 San Juan Lane.

City Clerk McKinnell read into the record a written comment submitted by Ryan Machuca expressing concerns about traffic conditions in the Hemingway Avenue neighborhood. He noted that Mr. Machuca also submitted a photo and video which has been forwarded to the City's Transportation Manager.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader reported her attendance at the following:

- Meeting regarding the proposed Metrolink station
- Meeting regarding plans for a proposed dog park
- Dinner with the Association of Orange County Cities Energy and Environment
- 4th of July neighborhood celebrations on Primrose and Nenno Avenues

She commented on all the wonderful programs that Community Services schedules throughout the year and promoted the upcoming National Night Out event sponsored the Placentia Police Department on August 1, 2023 at the Placentia Town Center

Councilmember Wanke reported his attendance at the following:

- Orange County Sanitation District Board of Directors and Operations Committee Meeting
- Orange County Sanitation Honor Walk Ceremony
- Groundbreaking ceremony for Arroyo Verde Park
- Joint Steering Committee meeting of the Orange County Groundwater Replenishment System

Mayor Pro Tem Yamaguchi reported his attendance at the following:

- Smart Cities Conference
- Standing meeting for SiFi Project

He promoted the upcoming Concerts in the Park series on Thursday nights beginning July 13, 2023 at 6:30 p.m. at Tri-City Park.

Mayor Smith reported his attendance at the following:

- Orange County Council of Government meeting
- Bridges at Kraemer Community Advisory Board meeting
- Southern California Association of Government Transportation Committee meeting
- Groundbreaking ceremony for Arroyo Verde Park
- Santa Fe Merchants meeting
- City Administrator's Brown Bag meeting

(Councilmember Wanke left the meeting at 7:40 p.m.)

City Attorney Bettenhausen announced that Consent Item No. 1.p. is a resolution to adopt a compensation plan for the unrepresented mid-management and management employees and verbally stated the changes to the compensation plan.

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

Councilmember Shader pulled Item No. 1.h. to provide comments. Motion by Shader, seconded by Yamaguchi, and carried a (3-0-2, Kirwin, Wanke absent) vote to approve the balance of Consent Calendar items, as recommended.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**

Fiscal Impact: None

Recommended Action: Approve

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.b. **City Fiscal Year 2022-23 Register for July 11, 2023**

Check Register

Fiscal Impact: \$1,253,452.81

Electronic Disbursement Register

Fiscal Impact: \$1,011,093.00

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

(Received and Filed, as recommended)

1.c. **Amendment No. 1 to HVAC Maintenance Services Agreement with F.M.Thomas Air Conditioning, Inc.**

Fiscal Impact:

Expense: \$ 82,747 Amendment Amount

Available \$ 82,747

Budget: \$ 25,000 Fiscal Year 2022-23 Operating Budget
(103654-6290)

\$ 57,787 Fiscal Year 2023-24 Operating Budget

\$ 37,787 (103654-6290)

\$ 20,000 (103654-6130)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Maintenance Services Agreement with F.M. Thomas Air Conditioning, Inc., for HVAC Maintenance Services in an amount not-to-exceed \$82,747 for a revised cumulative contract amount of \$196,108 for the remainder of the contract term; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the revised cumulative contract amount; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.d. **Award of Contract for Fire Station #1 and #2 Roof Replacement Project**

Fiscal Impact:

Expense: \$234,555 Public Works Agreement

\$ 23,455 Construction Contingency

Revenue: \$258,010 Fiscal Year 2023-24 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Award a Public Works Agreement to Letner Roofing Company, for the Fire Station #1 and #2 Roof Replacement Project in the amount of \$234,555; and
- 2) Authorize the City Administrator to approve contract change orders up to 10%, or \$23,455 for a total project not-to-exceed contract amount of \$258,010; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.e. **Purchase of FARO 360 Degree Scanner**

Fiscal Impact:

Expense: \$60,222.19 (103041-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of FARO Scanner Focus Premium and related components in the amount of \$60,222.19; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.f. **Turbo Data Agreement for Citation Processing**

Fiscal Impact:

Expense: Not to Exceed \$35,000 Annually (103047-6290)
Available Budget: \$35,000 FY 2023-24 Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Turbo Data Systems for an amount not to exceed \$35,000 annually; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.g. **Consent to Assignment and Assumption of Contract**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Consent to Assignment and Assumption of Contract document; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.h. **Acceptance of Resignation from the Planning Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Claudia Keller from the Planning Commission; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Planning Commission.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

Councilmember Shader announced that she pulled Item No. 1.h. to publicly thank Claudia Keller for her service on the Planning Commission. During her tenure on the Planning Commission she became CEO of Orange County Food Bank. She thanked her for her dedication and commitment to the Planning Commission and City.

Motion by Shader, seconded by Yamaguchi, and carried a (3-0-2, Kirwin, Wanke absent) vote to approve Item 1.h., as recommended.

1.i. **Tentative Tract Map No. TTM 19233 Pertaining to the Subdivision of an +/- 1.76 Acre Lot into six parcels located at 424 N. Nevin Lane within Sp-7 (Specific Plan 7) Zoning District for the Purpose of future Single-Family Home Development**

Fiscal Impact: Approximately \$137,155 of total development impact fee revenue prior to construction of six new single-family residences

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-54, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 et seq. of Title 14 of the California Code of Regulations) (CEQA) and approving Tentative Tract Map No. TTM 19233 pertaining to the subdivision of property located at 424 N. Nevin Lane (Assessor's Parcel Number 341-433-05) into six developable parcels and making findings in support thereof.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.j. **Approval of Plans & Specifications and Award of Construction Contract to Loengreen, Inc., for the interior tenant improvements for the Butler Building for the Placentia Public Safety Center Project No. 5213**

Fiscal Impact:

Expense: \$ 1,646,000 Total Construction Contract Amount
\$ 164,600 Total Construction Contingency Amount
\$ 1,810,600 Total Amount

Available Budget: \$ 2,043,041 Fiscal Year 2023-24 CIP Budget
(105213-6850 JL# 229999-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with Loengreen, Inc., for Placentia Public Safety Center Butler Tenant Improvements in the amount of \$1,646,000; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$164,600 for a total construction contract not-to-exceed amount of \$1,810,600; and
- 4) Adopt Resolution No. R-2023-55, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 5) Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.k. **Acceptance of Construction Work, Notice of Completion and Approval of Contract Change Order No. 3 for Phase I of the Placentia Public Safety Center Project, City Project No. 5213**

Fiscal Impact:

Expense:	\$1,324,000.00	Original Construction Contract
	\$ 445,921.61	<u>Contract Change Orders</u>
	\$ 1,769,921.61	Total Construction Cost
Budgeted:	\$6,250,000.00	FY 2023-24 CIP Project Budget

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by TTS Construction, Inc., for Phase I of the Placentia Public Safety Center Project, City Project No. 5213 for a grand total amount of \$1,769,921; and
- 2) Authorize the City Administrator to approve Contract Change Order No. 3 in the amount of \$328,755.43; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.l. **Acceptance of Construction Work and Notice of Completion for the Citywide Traffic Safety Improvement Project, City Project No. 2908**

Fiscal Impact:

Expense:	\$ 1,283,450.00	Original Construction Contract
	\$ 43,973.85	<u>Approved Change Orders</u>
	\$ 1,327,423.85	Total Construction Cost
Budgeted:	\$ 1,567,742.47	FY 2021-22 & 2022-23 CIP Project Budget

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Baker Electric, Inc. for construction of the Citywide Traffic Signal Improvement Project (HSIP Cycle 9) for a total amount of \$1,327,423.85; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.m. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia City Employees' Association**

Fiscal Impact:

Fiscal Year 2023-24	\$ 738,872	(Estimated)
Fiscal Year 2024-25	<u>\$ 416,036</u>	(Estimated)
Total	\$1,154,908	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-58 approving the terms between the City and the Placentia City Employees' Association (PCEA); and
- 2) Adopt Resolution No. R-2023-59, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PCEA on behalf of the City, in a form approved by the City's Labor Counsel.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.n. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia Firefighters' Association**

Fiscal Impact:

Fiscal Year 2023-24	\$ 321,108	(Estimated)
Fiscal Year 2024-25	<u>\$ 224,143</u>	(Estimated)
Total	\$ 545,251	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-62 approving the terms between the City and the Placentia Firefighters' Association (PFA); and
- 2) Adopt Resolution No. R-2023-63, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PFA on behalf of the City, in a form approved by the City's Labor Counsel.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.o. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia Police Officers' Association**

Fiscal Impact:

Fiscal Year 2023-24	\$ 819,236	(Estimated)
Fiscal Year 2024-25	<u>\$ 523,100</u>	(Estimated)
Total	\$1,342,336	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-60 approving the terms between the City and the Police Officers' Association (PPOA); and
- 2) Adopt Resolution No. R-2023-61, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPOA on behalf of the City, in a form approved by the City's Labor Counsel.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

1.p. **Resolution to Adopt a compensation plan for the Unrepresented Mid-Management and Management Employees**

Fiscal Impact:

Fiscal Year 2023-24	\$ 757,911	(Estimated)
Fiscal Year 2024-25	<u>\$ 381,233</u>	(Estimated)
Total	\$1,139,144	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-56 approving a compensation plan for the Unrepresented Mid-Management and Management Employees for the period of July 1, 2023, through June 30, 2025; and
- 2) Adopt Resolution No. R-2023-57, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures.

(Approved 3-0-2, as recommended, Kirwin, Wanke absent)

2. PUBLIC HEARING:

2.a. **Public Hearing and Tabulation of Ballots for Annexation into Community Facilities District No. 2014-01 (Public Services CFD) (Continued from June 20, 2023 meeting)**

Fiscal Impact:

Annual Revenue: \$111,915.32 (550000-4505)

Recommended Action: It is recommended that the City Council:

- 1) Open the continued Public Hearing concerning the annexation of the JPI Cenza development project; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Conduct election for annexation of the JPI Cenza TOD Project Annexation to Community Facilities District No. 2014-01 (Public Services); and
- 4) Close the Public Hearing; and
- 5) Adopt the Resolution No. R-2023-47, A Resolution of the City Council of the City of Placentia, California, Making Certain Findings, Certifying the Results of an Election and Ordering the Annexation of Territory (JPI Cenza TOD Annexation) to Community Facilities District No. 2014-01 (Public Services) and Approving the Amended Map for Said District.

(Approved 4-0-1, as recommended, Kirwin absent)

Mayor Smith opened the Public Hearing at 7:50 p.m.

City Administrator Arrula introduced Senior Management Analyst Elsa Robinson to give a presentation on the Tabulation of Ballots for Annexation into Community Facilities District No. 2014-01 (Public Services CFD).

(Councilmember Wanke rejoined the meeting at 7:53 p.m.)

City Clerk McKinnell stated that the City Clerk's Office had received no public comment and there were no members of the public wishing to speak.

Mayor Smith closed the Public Hearing at 7:54 p.m.

City Clerk McKinnell announced the official ballot certification regarding CFD No. 2014-01 stating that the City Clerk's office is in receipt of one (1) ballot from the single property owner with a vote of "yes" for the annexation. This completes the election process and the Council may proceed with the consideration of the pending Resolution.

Motion by Shader, seconded by Yamaguchi, and carried a (4-0-1, Kirwin absent) vote to approve Item 2.a., as recommended.

3. REGULAR AGENDA:

3.a. Study Session: Placentia Public Safety Center Update and Funding Options

Fiscal Impact:

Expense:	\$9.7 To \$10.7 Million Bond Depending on Selected Financing Structure (\$20.6 Million Project Total)
Revenue:	Lease Revenue Bond, Reserves, Motorola Financing

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the presentation; and
- 2) Select Option 1 as the preferred financing structure option for a not-to-exceed total bond issue proceed of \$10 million and a maximum interest rate of 5.5%; and
- 3) Should the City Council elect to construct the balance of the facility, direct Staff and the Bond Financing Team to structure Lease Revenue Bonds to finance a portion of the project cost; and
- 4) Direct Staff to return to the City Council with the Phase 2 construction contract for its consideration and approval and bond documents to authorize the bond sale.

(Approved 3-1-1, as recommended, Yamaguchi voted no, Kirwin absent)

City Administrator Arrula introduced Deputy City Administrator Estevez and Finance Director Lampman to give a presentation on the Placentia Public Safety Center Update and Funding Options.

Councilmember Shader summarized the process and considerations that City Council took to approve the construction of the Public Safety Building. She commented on inflation and construction impacts that have driven building cost increases. She shared information about the \$2.6 million grant that the City was eligible for because construction had already begun. She added that the public safety building will bring great value to the City.

Councilmember Wanke inquired about public utilities for the building. Deputy City Administrator Estevez responded that all utilities are already available on site.

Councilmember Wanke stated that he agreed with Councilmember Shader about construction cost increases. He commented on the importance of the project and expressed appreciation to Staff for finding solutions.

Mayor Pro Tem Yamaguchi expressed concerns about the significant increase in costs for the Communications center.

Sergeant Radomski explained that Motorola had made upgrades to their equipment which rendered the City's current equipment obsolete and necessitated the purchase of updated dispatch radios. He further explained additional upgrades to equipment that increased the cost.

Mayor Pro Tem Yamaguchi expressed that he has been hesitant about the project since the beginning and commented on concerns about cost increases for the construction of the building. He shared comments on the history of the lease for the current evidence building. He stated that he is not in favor of moving forward because it is not the most prudent use of public funds and added concerns about deferred maintenance at City Hall and other City buildings.

Councilmember Wanke expressed concerns that Councilmember Kirwin was not in attendance to vote on such a large expenditure.

Mayor Smith expressed appreciation for comments by fellow Councilmembers and commented on the lack of necessary facilities for the Police Department. He noted that moving forward on the project will produce long term solutions for the Police Department and also City Hall. He added that the City has outgrown the current City Hall building and there are several maintenance issues that need attention.

Motion by Shader, seconded by Smith, and carried a (3-1-1, Yamaguchi voted no, Kirwin absent) vote to approve Item 3.a., Option 1, as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke requested that Staff research the Code Enforcement concerns that were expressed earlier by public speaker Robert Roper.

Mayor Pro Tem Yamaguchi requested an update on PulsePoint.

Police Chief Butts reported that the system is in the testing phase and an update will be presented to the City Council shortly.

Mayor Smith commented on the usefulness of the Nixle alert system.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:55 p.m. in memory of Robert Lyons, former Councilmember and Mayor of the City of Placentia and Vince Giampa, Former Police Chief for the City of Placentia, to a regular City Council meeting on Tuesday, July 25, 2023 at 5:30 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR MEETING
July 25, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Smith called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Yamaguchi, Smith

ABSENT: Kirwin, Wanke

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session. Mr. McKinnell announced the Closed Session matter.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

Pursuant to Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: 207-209 W. Crowther Avenue

Agency Negotiator: Damien R. Arrula, City Administrator

Negotiating Party: Damien R. Arrula, City Administrator

Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER: Mayor Smith called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Yamaguchi, Smith

ABSENT: Kirwin, Wanke

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Officer Isaias Caravez

PRESENTATIONS:

a. **Presentation to CERT Graduates**

Presenters: Mayor Smith and City Council

Recipients: CERT Graduates

Mayor Smith presented Certificates to the Placentia CERT graduates and thanked them for their participation in the program.

b. Presentation to Henry the therapy dog and Handler Steve Booth

Presenter: Mayor Smith

Recipients: Henry and Steve Booth

Mayor Smith shared comments about the over 700 events that Henry and Steve Booth have participated in to provide care and support. A video was shown of the Mayor and Councilmember Shader presenting a certificate of appreciation to Henry and Steve recognizing their work.

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there was one (1) item on the Closed Session agenda, the City Council discussed the item, and there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula welcomed and introduced four (4) new City of Placentia employees.

Police Officer Brandon Kim. Brandon attended Cal State Fullerton and graduated with a bachelor's degree in criminal justice. He was hired by Placentia Police Department as a police academy trainee in June of 2022 and attended the Golden West Police Academy and graduated in December 2022.

Digital Media Analyst Jeffrey Cortez. Jeff started as a freelance photographer 10 years ago as a paparazzi photographer and eventually worked as a freelance videographer and video editor with the City of Rancho Cucamonga. He has also worked with Crate and Barrel, Stella Rosa and Punky Color.

Human Resources Analyst Margaret West. Margaret brings over 17 years of Human Resources experience in the public and private sectors. She spent six years at the Los Alamitos Unified School District as a Personnel Specialist handling employee benefits and risk management. More recently, she was the Office Manager at a law firm in downtown Los Angeles.

Payroll Technician Nikki Imamura Hurtado. Nikki graduated from Cal State Long Beach with her bachelor's degree in business administration and Cal Poly Pomona with her master's degree in accountancy. She previously worked in the construction industry processing payroll and union benefits for construction contractors. More recently, Nikki worked as a benefits reconciliation specialist for a third-party Benefits Service Administrator to the Los Angeles Department of Water and Power and the Los Angeles County Sheriff's Department.

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications. City Clerk McKinnell stated that the City Clerk's Office had received no public comment and there were no members of the public wishing to speak.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader reported that she enjoyed playing bingo at the park with guests staying at the Navigation Center, noting that they had to leave the center for several hours while maintenance was performed. She also reported attending the top soccer event that is annually played in the city. The players are children and young adults of various ages, with disabilities. She also expressed appreciation to Grocery Outlet for their store fundraising efforts to raise \$10,000 for Lot 318, a local non-profit in the City.

She also reported attendance at the following:

- Library Recognition Event for Joanne Martin
- Senior Community Center Blue Ribbon committee meeting
- Southern California Edison government advisory panel meeting

She promoted movies and concerts in the park mentioning that participants are encouraged to bring their own lawn chairs. Admission is free all summer long and snacks and refreshments are available for a nominal fee. The next concert in the park will be Thursday, July 27, 2023 at 6:30 p.m.

Mayor Pro Tem Yamaguchi thanked all who participated in the CERT Program. He recognized the retirement of Library President and Trustee Joanne Martin noting that she will be missed for her leadership and commitment to the library and City. He promoted National Night Out on August 1, 2023 from 5-8 p.m. at the Placentia Town Center and encouraged all to attend.

Mayor Smith reported attendance at the following:

- Top Soccer tournament
- Blue Ribbon Committee Meeting
- Joanne Martin Recognition Event
- Quarterly meeting with Supervisor Chaffee

He also expressed appreciation to Grocery Outlet for their fundraising efforts for Lot 318 and promoted free compost at the City's Corporate yard at 2999 La Jolla Street in Anaheim.

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

Mayor Pro Tem Yamaguchi announced his abstention on Item No. 1.j. Motion by Shader, seconded by Yamaguchi, and carried a (3-0-2, Kirwin and Wanke absent) vote to approve the balance of the Consent Calendar items 1.a. through 1.o., as recommended. Item 1.j. was continued to a regular adjourned meeting on July 26, 2023.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.b. City Fiscal Year 2022-23 and 2023-24 Registers for July 25, 2023

Check Register

1) FY 22/23 - \$1,119,736.40

2) FY 23/24 - \$ 257,567.27

Electronic Disbursement Registers

Fiscal Impact:

1) FY 22/23 \$ 303,747.51

2) FY 23/24 \$ 1,115,148.38

Recommended Action: It is recommended that the City Council:

1) Receive and file

(Received and Filed, as recommended)

1.c. Acceptance of Construction Work and Notice of Completion for the Santa Fe Avenue Outdoor Dining Platform Project

Fiscal Impact: Expense: \$65,888.00 Original Construction Contract

\$13,177.60 Approved Change Order No. 1

\$79,065.60 Total Construction Cost

Budgeted: \$150,000.00 Community Development Block Grant Fund (302534-6401, 232502-6401)

Recommended Action: It is recommended that the City Council:

1) Accept the work performed by Global Builders Inc., for the outdoor dining platform improvements on Santa Fe Avenue, for a grand total amount of \$79,065.60; and

2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and

3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.d. Acceptance of Construction Work and Notice of Completion for Old Town Placentia Façade Improvement Project

Fiscal Impact:

Expense: \$ 205,838.00 Original Construction Contract

\$ 12,536.26 Contract Change Orders No. 1-3

\$ 218,374.26 Total Construction Cost

Budgeted: \$ 226,421.80 Community Development Block Grant Fund (302535-6401 JL# 232501)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Loengreen Inc., for the Old Town Placentia Façade Improvement Project, for a grand total amount of \$218,374.26; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 3) Adopt Resolution No. R-2023-69, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.e. **Amendment to Joint Powers Agreement with Integrated Law & Justice Agency for Orange County**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the Restated and Amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAO); and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.f. **Award of Construction Contract to Unlimited Environmental, Inc. for Demolition Work at 207 West Chapman Avenue**

Fiscal Impact:

Expense:	\$60,000	Total Construction Contract Amount
	<u>\$ 6,000</u>	<u>Total Construction Contingency Amount</u>
	\$66,000	Total Amount
Budget:	\$66,000	Affordable Housing Development Impact Fee Fund (682534-6099)

Recommended Action: It is recommended that the City Council:

- 1) Award a Construction Contract to Unlimited Environmental, Inc., for demolition work and asbestos abatement for 207 West Chapman Avenue in the amount of \$60,000; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$6,000 for a total construction contract not-to-exceed amount of \$66,000; and
- 4) Adopt Resolution No. R-2023-68, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.g. **Resolution Adopting the Annual Statement of Investment Policy for Fiscal Year 2023-24**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2023-66, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Fiscal Year 2023-24.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.h. **Resolution Approving the Adoption of the Multiple Employer OPEB/Pension 115 Trust Administered by Shuster Advisory Group, LLC**

Fiscal Impact: Estimated savings of \$293,000 over 10-years, \$1.1 million over 20-years, and \$2.9 million over 30-years

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution 2023-67 approving the adoption of the Multiple Employer OPEB/Pension 115 Trust administered by Shuster Advisory Group, LLC and the discontinuance of the City's current participation in the PARS Post-Retirement Health Care Plan Trust administered by Public Agency Retirement Services ("PARS") and U.S Bank; and
- 2) Direct staff to return to City Council with an update to Policy 431, "Section 115 Funding Policy", incorporating an OPEB and pension mitigation funding strategy.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.i. **Award of Construction Contract to Mark Company Asphalt and Concrete for the Crowther Avenue Street Resurfacing Project, Project No. 1401**

Fiscal Impact:

Expense:	\$259,865	Construction Contract
	\$ 25,986	Contingency Amount
Budgeted:	\$285,851	FY 2023-24 CIP Budget (719800-6740 JL#24101)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement for Project No. 1401 with Mark Company Asphalt and Concrete for an amount not-to-exceed \$259,865; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$25,986; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.j. **Approval of Plans & Specifications and Award of Construction Contract to PCN3, Inc., for Phase II Construction of the Placentia Public Safety Center Project No. 5213**

Fiscal Impact:

Expense:	\$ 9,888,000	Total Construction Contract Amount
	\$ 988,000	Total Construction Contingency Amount
	\$10,876,000	Total Amount
Available		
Budget:	\$21,616,963	Fiscal Year 2023-24 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with PCN3 Inc. for the construction of Phase II of the Placentia Public Safety Center in the amount of \$9,888,000; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$988,000 for a total construction contract not-to-exceed amount of \$10,876,000; and
- 4) Adopt Resolution No. R-2023-70, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 5) Authorize the City Administrator and/or his designee to execute all agreements in a form approved by the City Attorney.

(Item Continued to a Regular Adjourned meeting on July 26, 2023 at 5:00 p.m.)

City Attorney Bettenhausen stated that the City's Charter requires three affirmative votes on this item which is not possible because of Mayor Pro Tem Yamaguchi's abstention. He recommended continuance of the item.

Motion by Shader, seconded by Smith, and carried a (2-0-1-2), Yamaguchi abstained, Kirwin and Wanke absent) vote to continue Item 1.j. to July 26, 2023 at 5:00 p.m.

1.k. **Amendment No. 1 to the Professional Services Agreement with Geocon West Inc., for Geotechnical Testing and Inspection Services for the Placentia Public Safety Center**

Fiscal Impact:

Expense: \$ 46,000 Amendment Increase
Available Budget: \$ 5,007,150 FY 2022-23 CIP Budget
(105213-6850 JL# 229999-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Geocon West, Inc.; and
- 2) Authorize the City Administrator to execute the agreement amendment in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.l. **Purchase of Two (2) Public Works Service Trucks**

Fiscal Impact:

Expense: \$85,767.38 Total Purchase Price
Budget: \$90,000.00 FY 2023-24 CIP Budget
(799800-6842, JL#24802)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of two (2) 2023 Ford F-150 Regular Cab work trucks from Fairway Ford in the amount of \$85,767.38; and
- 2) Authorize the City Administrator and/or his designee to issue a purchase order to Fairway Ford for these vehicles and execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.m. **Amendment No. 4 to the Professional Services Agreement with the Placentia Yorba Linda Unified School District for the Provision of Two (2) School Resource Officers**

Fiscal Impact:

Revenue: \$250,000 (School District Reimburses 79% of School Resource Officers Actual Amount)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 4 to the Professional Services Agreement for the Provision of School Resource Officer Services with Placentia-Yorba Linda Unified School District based on a reimbursement formula as specified in the Agreement; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

1.n. **Resolution authorizing the temporary suspension of regulatory ordinances pertaining to the operation of the Placentia Rotary Club Cowabunga event on Saturday, September 16, 2023 at Kraemer Memorial Park.**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement in a form approved by the City Attorney with the Placentia Rotary Club to host the annual Cowabunga fundraising event at Kraemer Memorial Park and authorize the City Administrator or designee to execute all applicable documents; and
- 2) Adopt Resolution No. R-2023-71, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the Cowabunga fundraising event on September 16, 2023, from 4:00 p.m. to 9:00 p.m. at Kraemer Memorial Park located at 201 N. Bradford Avenue.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

- 1.o. **Approval of LS-1 Option E Agreement with Southern California Edison**
Fiscal Impact: Estimated Savings: \$2,356,340 net after recovery of initial capital investment over 20 years

Recommended Action: It is recommended that the City Council:

- 1) Approve the Southern California Edison Company Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement; and
- 2) Authorize the City Administrator and/or his designee to execute the LS-1 Option E Agreement in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Kirwin and Wanke absent)

2. PUBLIC HEARINGS:

- 2.a. **Annual Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2023-24**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Solid Waste Handling Services, Rate Adjustment and related resolutions for Fiscal Year 2023-24; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
- 4) Adopt Resolution No. R-2023-64, a Resolution of the City Council of the City of Placentia, California, approving the Amended Fee Schedule for Solid Waste Handling Services for Fiscal Year 2023-24; and
- 5) Adopt Resolution No. R-2023-65, a Resolution of the City Council of the City of Placentia, California, authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2023-24; and
- 6) Approve Amendment No. 14 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
- 7) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

Mayor Smith opened the Public Hearing at 7:30 p.m.

City Administrator Arrula introduced Senior Management Analyst Elsa Robinson to give a presentation on the Annual Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2023-24. Ms. Robinson noted that the City had received three (3) protest letters prior to the Public Hearing.

James Burandt inquired about implementation of SB 1383 and when the green waste containers would be available.

Mayor Smith stated that Staff would contact Mr. Burandt about his inquiry.

Mayor Pro Tem Yamaguchi commented on the City's current solid waste contract with Republic Services noting that the contract is due to end soon and the City would be able to renegotiate the contract or seek competitive bids.

Mayor Smith closed the Public Hearing at 7:40 p.m.

Motion by Shader, seconded by Smith, and carried a (3-0-2, Kirwin and Wanke absent) vote to approve Item 2.a., as recommended.

- 2.b. **A Resolution of the City Council of the City of Placentia approving the issuance by the Placentia Public Financing Authority of not to exceed \$10 Million of Placentia Public Financing Authority Lease Revenue Bonds (Public Safety Center Project) Series 2023a; approving the execution and delivery of related documents in connection with the offering and sale of such bonds; and authorizing other matters related thereto**

A Resolution of the Governing Board of the Placentia Public Financing Authority authorizing the issuance of not to exceed \$10 Million of Placentia Public Financing Authority Lease Revenue Bonds (Public Safety Center Project) Series 2023a; and approving the execution and delivery of related documents in connection with the offering and sale of such bonds; and authorizing other matters related thereto
Fiscal Impact:

Expense: Lease payments on lease revenue bonds in lieu of rental payments for current leased facility

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the sale of Lease Revenue Bonds to fund the construction of the Placentia Public Safety Center; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution R-2023-72 authorizing the issuance of bonds by the Placentia Public Financing Authority in an amount not-to-exceed \$10 million, approving the form of the Indenture, Site Lease, Lease Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; and
- 5) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

Placentia Public Financing Authority

Recommended Action: It is recommended that the Placentia Public Financing Authority:

- 1) Adopt Resolution PPFA-2023-02 authorizing the issuance of bonds by the Placentia Public Financing Authority in an amount not to exceed \$10 million and approving the form of the Indenture, Site Lease, Lease Agreement, Preliminary Official Statement, Bond Purchase Agreement and, Assignment Agreement; and
- 2) Authorize the Executive Director to execute all the necessary documents, in a form approved by the Authority's Counsel.

(Item Continued to a Regular Adjourned meeting on July 26, 2023 at 5:00 p.m.)

Mayor Smith opened the Public Hearing at 7:46 p.m. and read the titles of Resolution Nos. R-2023-72 and PPFA 2023-02.

City Administrator Arrula introduced Larry Kosmont of Kosmont Companies to give a presentation on Public Hearing Item No. 2.b. related to financing for the Public Safety Center Project.

Councilmember Shader expressed her support for the bond issuance noting that the City's bond rating has improved which will save money in the long term. She commented on inflation and rising construction costs which were more than anticipated for this project. She expressed that the Public Safety facility will be a quality project for public safety members and the people of Placentia. She reiterated her support for the item noting that it is a good investment.

Mayor Pro Tem Yamaguchi expressed opposition for the project stating that it is not a correct use of public funds. He expressed concerns about diverting funds for deferred maintenance at City facilities and in the community.

Craig Green, former Councilmember and resident commented that he worked on the project during his tenure on the City Council and still believes it is a great project. He expressed support for the item and project noting that millions of dollars will be saved over the life of the project.

Mayor Smith expressed appreciation to Mr. Kosmont for his presentation and the good news about the City's bond rating.

Mayor Smith closed the Public Hearing at 8:10 p.m.

Motion by Shader, seconded by Smith, and carried a (2-1-2 (Yamaguchi voted no, Kirwin and Wanke absent) vote to approve Item 2.b. The motion failed.

Motion by Shader, seconded by Smith, and carried a (2-1-2, Yamaguchi voted no, Kirwin and Wanke absent) vote to continue Item 2.b. to July 26, 2023 at 5:00 p.m.

REGULAR AGENDA:

3.a. Appointments to Fill Vacancies on One City Commission and One Committee

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the vacancies listed below:
 - a. One (1) vacancy on the Planning Commission
 - b. One (1) vacancy on the Senior Advisory Committee
- 2) Direct Staff to update the City’s Master Commission and Committee vacancy list; and
- 3) Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

(Approved 3-0-2, Kirwin and Wanke absent), Thomas Ingalls appointed as Planning Commissioner and Juan Guerrero as pre-approved Planning Commissioner; Jodi Stout-Ward appointed to Senior Advisory Committee and Marie Wahbeh as pre-approved Senior Advisory Committee member

Councilmember Shader expressed appreciation to all the individuals who applied for the open positions. She nominated Thomas Ingalls for Planning Commissioner and Juan Guerrero as a pre-approved member should a vacancy arise. Councilmembers voted unanimously (Kirwin and Wanke absent) to approve the appointments.

Mayor Pro Tem Yamaguchi nominated Jody Stout-Ward as a member of the Senior Advisory Committee and Marie Wahbeh as a pre-approved member to the Committee should a vacancy arise. Councilmembers voted unanimously (Kirwin and Wanke absent) to approve the appointments.

City Attorney Bettenhausen explained that if there is a vacancy, the pre-approved members would need to be formally be appointed via a Consent Calendar item.

Mayor Smith noted that one of applicants was in the Council Chambers and expressed appreciation for their interest.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Pro Tem Yamaguchi requested that Staff confirm that the organics waste webpage is visible on the City’s social media site. He also requested that Staff create a FAQ page on the LED conversion project.

Mayor Smith requested that an item be agendized to appoint members to the Blue Ribbon Committee for the Senior Center in Districts 2 and 5. He noted that JoAnne Martin (District 5) is no longer on the Committee and Councilmember Kirwin should have the opportunity to appoint an individual for his District (District 2).

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:15 p.m. to a regular adjourned City Council meeting on Wednesday, July 26, 2023 at 5:00 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
SPECIAL MEETING
July 25, 2023
4:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Smith called the meeting to order at 4:30 p.m.

ROLL CALL:

PRESENT: Shader, Smith, Yamaguchi

ABSENT: Kirwin, Wanke

STAFF PRESENT: Deputy City Clerk Carole M. Wayman

ORAL COMMUNICATIONS: None

REGULAR AGENDA:

- a. **Interviews of applicants for various City Commissions and Committees**

The City Council interviewed the following applicants for one (1) City Commission and one (1) Committee:

Planning Commission

- Juan Guerrero
- Thomas Ingalls

Senior Advisory Committee

- Jodi Stout-Ward
- Marie Wahbeh

ADJOURNMENT:

The City Council adjourned at 5:15 p.m. to a Regular Meeting on Tuesday, July 25, 2023 at 5:30 p.m.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR ADJOURNED MEETING
July 26, 2023
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Smith called the meeting to order at 5:10 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Kirwin, Shader, Smith

ABSENT: Yamaguchi, Wanke

STAFF PRESENT:

Deputy City Attorney/Authority Counsel Keith Collins; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Director of Finance Jennifer Lampman; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; IT Manager, Daniel Chang, Sergeant David Radomski, City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications. City Clerk McKinnell stated that the City Clerk's Office had received no public comment and there were no members of the public wishing to speak.

1. CONSENT CALENDAR (Item 1.j.):

Motion by Shader, seconded by Kirwin, and carried a (3-0-2, Wanke and Yamaguchi absent) vote to approve Item 1.j., as recommended.

1.j. **Approval of Plans & Specifications and Award of Construction Contract to PCN3, Inc., for Phase II Construction of the Placentia Public Safety Center Project No. 5213**

Fiscal Impact:

Expense:	\$ 9,888,000	Total Construction Contract Amount
	<u>\$ 988,000</u>	<u>Total Construction Contingency Amount</u>
		\$10,876,000 Total Amount

Available

Budget: \$21,616,963 Fiscal Year 2023-24 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with PCN3 Inc. for the construction of Phase II of the Placentia Public Safety Center in the amount of \$9,888,000; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$988,000 for a total construction contract not-to-exceed amount of \$10,876,000; and
- 4) Adopt Resolution No. R-2023-70, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 5) Authorize the City Administrator and/or his designee to execute all agreements in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

2. PUBLIC HEARING:

- 2.b. **A Resolution of the City Council of the City of Placentia approving the issuance by the Placentia Public Financing Authority of not to exceed \$10 Million of Placentia Public Financing Authority Lease Revenue Bonds (Public Safety Center Project) Series 2023a; approving the execution and delivery of related documents in connection with the offering and sale of such bonds; and authorizing other matters related thereto**

A Resolution of the Governing Board of the Placentia Public Financing Authority authorizing the issuance of not to exceed \$10 Million of Placentia Public Financing Authority Lease Revenue Bonds (Public Safety Center Project) Series 2023a; and approving the execution and delivery of related documents in connection with the offering and sale of such bonds; and authorizing other matters related thereto

Fiscal Impact:

Expense: Lease payments on lease revenue bonds in lieu of rental payments for current leased facility

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the sale of Lease Revenue Bonds to fund the construction of the Placentia Public Safety Center; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution R-2023-72 authorizing the issuance of bonds by the Placentia Public Financing Authority in an amount not-to-exceed \$10 million, approving the form of the Indenture, Site Lease, Lease Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; and
- 5) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

Placentia Public Financing Authority

Recommended Action: It is recommended that the Placentia Public Financing Authority:

- 1) Adopt Resolution PPFA-2023-02 authorizing the issuance of bonds by the Placentia Public Financing Authority in an amount not to exceed \$10 million and approving the form of the Indenture, Site Lease, Lease Agreement, Preliminary Official Statement, Bond Purchase Agreement and, Assignment Agreement; and
- 2) Authorize the Executive Director to execute all the necessary documents, in a form approved by the Authority's Counsel.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

Mayor Smith opened the Public Hearing at 5:16 p.m. and read the titles of Resolution Nos. R-2023-72 and PPFA 2023-02 into the record. He reported that Councilmember Kirwin had indicated that he had viewed last night's meeting of July 25, 2023 as well as the July 11, 2023 meeting related to this item.

City Administrator Arrula introduced Finance Director Jennifer Lampman to give a presentation on Public Hearing Item No. 2.b. related to financing for the Public Safety Center Project.

Finance Director Lampman noted that Dan Masiello from Kosmont was available via conference call to answer any questions as well as, Deputy City Administrator Luis Estevez and Staff members from the IT Department.

Craig Green, former Councilmember and resident, spoke in support of the item stating that the Council had spent a considerable amount of time and effort in deciding to go forward with the project. He noted the importance of the project to the City.

Mayor Smith closed the Public Hearing at 5:23 p.m.

Councilmember Kirwin noted that he had viewed last night's meeting of July 25, 2023 as well as the meeting of July 11, 2023 on the project. He also noted that the project had been approved prior to his election to the City Council. He commented on the design of the building and expressed concerns about deferred maintenance throughout the City. He explained that he met with Finance Director

Lampman and City Administrator Arrula about financing questions and concerns noting that the new building will eliminate the current rental costs that the City is currently paying.

Motion by Shader, seconded by Kirwin, and carried a (3-0-2, Wanke and Yamaguchi absent) vote to approve Item 2.b., Resolution Nos. R-2023-72 and PPFA 2023-02, as recommended.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 5:25 p.m. to a regular adjourned City Council meeting on Tuesday, September 5, 2023 at 5:30 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

City of Placentia
Check Register
For 04/02/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 4,207,905.25

Check Totals by ID

AP	4,207,905.25
EP	0.00
IP	0.00
OP	0.00

Void Total: 88,784.06

Check Total: 4,119,121.19

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	1,425,180.05
117-Measure U Fund (0079)	791,415.08
205-State Gas Tax (0017)	449,845.15
208-Scssr Agency Ref Oblg (0054)	49.44
209-State Gas Tax - RMRA (0060)	282,988.61
210-Measure M (0018)	294,843.59
211-PEG Fund (0058)	2,046.00
215-Air Quality Management (0019)	2,963.74
225-Asset Seizure (0021)	1,323.38
231-Placentia Reg Nav Cent(0078)	135,505.75
243-City Quimby In Lieu Fee (0069)	220,288.60
249-TOD District CFD (0080)	257.66
260-Street Lighting Distret (0028)	49,004.61
265-Landscape Maintenance (0029)	14,627.79
270-CDBG Fund (0030)	25,567.50
275-Sewer Maintenance (0048)	447.89
280-Misc Grants Fund (0050)	170,605.47
283-County Annexation (0084)	81,618.00
401-City Capital Projects (0033)	137,430.81
501-Refuse Administration (0037)	14,391.39
605-Risk Management (0040)	11,112.60
701-Special Deposits (0044)	7,608.08
Check Total:	<u>4,119,121.19</u>

1.c.
April 16, 2024

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

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

City of Placentia
Check Register
For 03/27/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	LYNCH EMS V011542	MAR EMT SERVICE	101516-6290 Dept. Contract Services	AP031124	88,784.06	24-6175	P12935	00130416	03/14/2024
Check Total:					88,784.06				
Type Total:					88,784.06				
Void Total:					88,784.06				

City of Placentia
Check Register
For 03/27/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALTA LANGUAGE SERVICES V010194	SLISTENING & SPEAKING TEST	101512-6099 Professional Services	AP031124	165.00	IS703080		00130383	03/14/2024
					Check Total:	165.00			
MW OH	AMAZON CAPITAL SERVICES V012336	ERGO EQUIPMENT - M. MCCOY	101512-6301 Special Department Expenses	AP031124	65.24	1PD1-QWXX-		00130384	03/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	ERGO CHAIR - J. LEE	101512-6301 Special Department Expenses	AP031124	268.22	1PD1-QWXX-		00130384	03/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	ET ETHERNET CABLES	799700-6368 Computer Peripheral/Accessory	AP031124	71.70	1PD1-QWXX-		00130384	03/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	ET EQUIPMENT	799700-6368 Computer Peripheral/Accessory	AP031124	50.21	1PD1-QWXX-		00130384	03/14/2024
					Check Total:	455.37			
MW OH	BUTTS, BRAD V002941	FEB FASTRACK REIMBUERSEMENT	103040-6301 Special Department Expenses	AP031124	391.60	FEBRUARY 24		00130385	03/14/2024
					Check Total:	391.60			
MW OH	CHARTER COMMUNICATIONS V004450	22-3/21 PS/EOC INTERNET SVS	109595-6215 Telephone/Internet	AP031124	753.21	0034466022624		00130386	03/14/2024
MW OH	CHARTER COMMUNICATIONS V004450	25-3/24 CITY HALL INTERNET	109595-6215 Telephone/Internet	AP031124	1,171.53	0347700022524		00130386	03/14/2024
MW OH	CHARTER COMMUNICATIONS V004450	25-3/21 WHITTEN CTR INTERNET	109595-6215 Telephone/Internet	AP031124	607.06	0347726022524		00130386	03/14/2024
MW OH	CHARTER COMMUNICATIONS V004450	26-3/25 PW YARD INTERNET	109595-6215 Telephone/Internet	AP031124	607.06	0347858022624		00130386	03/14/2024
					Check Total:	3,138.86			
MW OH	CITY OF BREA V000125	INSPECTION JOB CARDS	102532-6315 Office Supplies	AP031124	29.26	ASR0000313		00130387	03/14/2024
					Check Total:	29.26			
MW OH	CITY OF LA HABRA-NORTH	SB2 ALLOCATIONS OPERATING	784070-6312	AP031124	123,162.00	LH-NSPA-		00130388	03/14/2024

City of Placentia
Check Register
For 03/27/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011410		SB2 Allocations to NSPA - Oper						
				Check Total:	123,162.00				
MW OH	COMMERCIAL AQUATIC V005203	ANN POOL MAINT -WHITTEN	104076-6130 Repair & Maint/Facilities	AP031124	900.00	942835	P13146	00130389	03/14/2024
MW OH	COMMERCIAL AQUATIC V005203	ANNUAL POOL MAINT - GOMEZ	104076-6130 Repair & Maint/Facilities	AP031124	900.00	942836	P13146	00130389	03/14/2024
				Check Total:	1,800.00				
MW OH	COMMUNICATIONS LAB V012784	DEC COMM/MARKETING SVS	109800-6770 / 24904-6770 Infrastructure - Major Studies	AP031124	8,500.00	2401-695	P13336	00130390	03/14/2024
MW OH	COMMUNICATIONS LAB V012784	JAN COMM/MARKETING SVS	109800-6770 / 24904-6770 Infrastructure - Major Studies	AP031124	8,500.00	2402-696	P13336	00130390	03/14/2024
MW OH	COMMUNICATIONS LAB V012784	FEB COMM/MARKETING SERVICES	109800-6770 / 24904-6770 Infrastructure - Major Studies	AP031124	8,500.00	2402-730	P13336	00130390	03/14/2024
				Check Total:	25,500.00				
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP031124	81.93	CVONNELL362		00130391	03/14/2024
				Check Total:	81.93				
MW OH	COUNTY OF ORANGE V005595	HAZMAT CHEMICAL DISCLOSURE	103658-6301 Special Department Expenses	AP031124	10.00	IN2649556-2		00130392	03/14/2024
MW OH	COUNTY OF ORANGE V005595	HAZMAT CHEMICAL DISCLOSURE	103658-6301 Special Department Expenses	AP031124	10.00	IN2649978-2		00130392	03/14/2024
				Check Total:	20.00				
MW OH	CRAFCO INC. V009329	COLD PATCH BAGS	103652-6301 Special Department Expenses	AP031124	711.15	9403105085		00130393	03/14/2024
				Check Total:	711.15				
MW OH	DENNIS GRUBB & V012137	2/16-29 FIRE PLAN CHECK SVS	103066-6290 Dept. Contract Services	AP031124	1,970.00	002-30666	P13314	00130394	03/14/2024

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				Check Total:	1,970.00				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP031124	46.41	EILEY030424		00130395	03/14/2024
				Check Total:	46.41				
MW OH	ENTERPRISE FLEET V003312	MAR LEASE CHARGE	103041-6165 Vehicle Lease	AP031124	11,518.64	FBN4978341	P13005	00130396	03/14/2024
MW OH	ENTERPRISE FLEET V003312	MAR LEASE CHARGE	103042-6165 Vehicle Lease	AP031124	11,518.63	FBN4978341	P13005	00130396	03/14/2024
				Check Total:	23,037.27				
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031124	67.00	102-205594	P13045	00130397	03/14/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031124	32.61	102-205685	P13045	00130397	03/14/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031124	46.68	102-205700	P13045	00130397	03/14/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031124	31.10	102-205781	P13045	00130397	03/14/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP031124	778.13	12-5783862	P13045	00130397	03/14/2024
				Check Total:	955.52				
MW OH	FAIRWAY FORD V000376	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP031124	216.93	286084		00130398	03/14/2024
				Check Total:	216.93				
MW OH	FIRE SMART PROMOTIONS V011548	PROMOTIONAL ITEMS	103066-6301 Special Department Expenses	AP031124	957.00	116719		00130399	03/14/2024
				Check Total:	957.00				
MW OH	FM THOMAS AIR V010634	HVAC SERVICES	103654-6290 Dept. Contract Services	AP031124	500.00	46314	P13157	00130400	03/14/2024

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MW OH	FM THOMAS AIR V010634	HVAC SERVICES	103654-6290 Dept. Contract Services	AP031124	1,079.65	46355	P13157	00130400	03/14/2024
					Check Total:	1,579.65			
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP031124	328.88	026916668		00130401	03/14/2024
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP031124	85.22	027064021		00130401	03/14/2024
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP031124	49.46	027145791		00130401	03/14/2024
					Check Total:	463.56			
MW OH	GROUP 4 ARCHITECTURE V012379	SEP DESIGN SVS-REIMBURSABLES	105212-6850 / 229999-6850 Building & Facilities	AP031124	2,001.56	12129	P13124	00130402	03/14/2024
					Check Total:	2,001.56			
MW OH	HERC RENTALS INC V010786	BARRICADES - RENTAL	103654-6137 Repair Maint/Equipment	AP031124	477.81	34229475-01		00130403	03/14/2024
					Check Total:	477.81			
MW OH	HR GREEN PACIFIC INC V010735	FEB ENG & LANDSCAPE DESIGN	799202-6770 / 229999-6770 Infrastructure - Major Studies	AP031124	20,427.02	172683	P13078	00130404	03/14/2024
MW OH	HR GREEN PACIFIC INC V010735	FEB ENG & LANDSCAPE DESIGN	109202-6770 / 229999-6770 Infrastructure - Major Studies	AP031124	20,956.73	172683	P13078	00130404	03/14/2024
					Check Total:	41,383.75			
MW OH	IMAGE TREND INC V011276	EPCR - ANNUAL SUBSCRIPTION	103066-6136 Software Maintenance	AP031124	3,929.28	PS-INV10855		00130405	03/14/2024
					Check Total:	3,929.28			
MW OH	INFRASTRUCTURE V011245	FEB ARCHITECT/ENG DESIGN SVS	102532-6290 Dept. Contract Services	AP031124	10,465.00	29110	P13167	00130406	03/14/2024
					Check Total:	10,465.00			
MW OH	INIGUEZ, NATHAN	PD TRAINING MEALS, MILEAGE	103041-6250	AP031124	46.41	INIGUEZ3424		00130407	03/14/2024

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	V011077		Staff Training						
				Check Total:	46.41				
MW OH	JOE BACKFLOW CO. V009867	ANNUAL BACKFLOW TESTING	103654-6290 Dept. Contract Services	AP031124	160.00	4159		00130408	03/14/2024
				Check Total:	160.00				
MW OH	JOHN L HUNTER & V009056	JAN NPDES CONSULTING SVS	103593-6099 Professional Services	AP031124	4,183.00	PLA1MS412401	P13125	00130409	03/14/2024
				Check Total:	4,183.00				
MW OH	LEHR AUTO V009930	OUTFIT PSO FORD EXPLORE	109800-6842 / 24801-6842 Vehicles	AP031124	23,017.26	SI100097	P13337	00130410	03/14/2024
MW OH	LEHR AUTO V009930	OUTFIT PSO FORD EXPLORE	109800-6842 / 24801-6842 Vehicles	AP031124	24,368.46	SI97432	P13337	00130410	03/14/2024
				Check Total:	47,385.72				
MW OH	LIN CONSULTING INC V012671	ENG & TRAFFIC SURVEY SVS	103590-6015 Engineering Services	AP031124	9,840.00	15366	P13166	00130411	03/14/2024
				Check Total:	9,840.00				
MW OH	LISTOE, SAMUEL V012790	EMT CERT - REIMBURSEMENT	103066-6250 Staff Training	AP031124	152.31	030124		00130412	03/14/2024
				Check Total:	152.31				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CLEVELAND	103041-6360 Uniforms	AP031124	159.14	INV797605	P13313	00130413	03/14/2024
				Check Total:	159.14				
MW OH	LOENGREEN INC V012515	JAN CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP031124	120,650.00	LCV1039	P13105	00130414	03/14/2024
MW OH	LOENGREEN INC V012515	FEB CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP031124	504,187.98	LCV1047	P13105	00130414	03/14/2024
				Check Total:	624,837.98				

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MW OH	LUKE, BRADY V010674	JAN-FEB DJ FOR LET'S DANCE	104071-6299 Other Purchased Services	AP031124	400.00	8932		00130415	03/14/2024
Check Total:					400.00				
MW OH	MARIPOSA LANDSCAPES INØEB MEDIANS & PKWY MAINT SVS V000647		103655-6115 Landscaping	AP031124	2,795.92	106596	P13264	00130417	03/14/2024
MW OH	MARIPOSA LANDSCAPES INØEB LIBRARY MAINTENANCE SVS V000647		103655-6115 / 21008-6115 Landscaping	AP031124	1,519.81	106596	P13264	00130417	03/14/2024
MW OH	MARIPOSA LANDSCAPES INØEB CALTRANS SLOPE ON 57 FWY V000647		103655-6115 / 243601-6115 Landscaping	AP031124	133.55	106596	P13264	00130417	03/14/2024
MW OH	MARIPOSA LANDSCAPES INØEB LMD MAINTENANCE SVS V000647		296561-6115 Landscaping	AP031124	5,736.44	106596	P13264	00130417	03/14/2024
MW OH	MARIPOSA LANDSCAPES INØEB MEDIANS & PKWY MAINT SVS V000647		173555-6115 Landscaping	AP031124	9,141.60	106596	P13264	00130417	03/14/2024
MW OH	MARIPOSA LANDSCAPES INØEB CROWTHER MEDIAN & PKWY V000647		800000-6115 Landscaping	AP031124	133.55	106596	P13264	00130417	03/14/2024
Check Total:					19,460.87				
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP031124	151.50	538926/5		00130418	03/14/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP031124	18.32	539188/5		00130418	03/14/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP031124	111.84	539431/5		00130418	03/14/2024
Check Total:					281.66				
MW OH	MICHEL, PETER V012788	PYB COACHES REFUND 2024	104071-4340 Recreation Programs	AP031124	126.00	02202024		00130419	03/14/2024
Check Total:					126.00				
MW OH	NGUYEN, SCOTT V012791	EVENT CANCELLATION - REFUND	104071-4385 Facility Rental	AP031124	236.00	02222024		00130420	03/14/2024

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				Check Total:	236.00				
MW OH	NIEVES LANDSCAPE INC. V012566	TREE PLANTING SVS	841306-6740 / 841306-6740 Infrastructure - Streets	AP031124	81,618.00	76975	P13066	00130421	03/14/2024
				Check Total:	81,618.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP031124	54.29	70440		00130422	03/14/2024
				Check Total:	54.29				
MW OH	ORANGE COUNTY SHERIFF'S PD V009715	TRAFFIC COLLISION INV. REG	103047-6250 Staff Training	AP031124	175.00	OCSD3624		00130423	03/14/2024
				Check Total:	175.00				
MW OH	ORANGE COUNTY V007306	FEB PARKING CITATIONS	0044-2038 Parking Fines	AP031124	5,632.00	022924		00130424	03/14/2024
				Check Total:	5,632.00				
MW OH	PCN3 INC V012642	FEB CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP031124	310,460.00	8	P13086	00130425	03/14/2024
				Check Total:	310,460.00				
MW OH	PRUDENTIAL OVERALL V000836	2/28 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP031124	171.76	62891712	P12973	00130426	03/14/2024
				Check Total:	171.76				
MW OH	RING CENTRAL INC V012026	MAR PHONE SYSTEM SVS	101523-6136 Software Maintenance	AP031124	7,936.71	CD_000764053	P13286	00130427	03/14/2024
				Check Total:	7,936.71				
MW OH	SAN BERNARDINO COUNTY PD - V005772	DRIVING PSP COURSE REG	103042-6250 Staff Training	AP031124	100.00	SDSD22924		00130428	03/14/2024
				Check Total:	100.00				
MW OH	SAZDANOFF, JOSH V012787	PYB COACH REFUND 2024	104071-4340 Recreation Programs	AP031124	126.00	02202024		00130429	03/14/2024

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				Check Total:	126.00				
MW OH	SC FUELS V012766	JAN - FUEL	103658-6345 Gasoline & Diesel Fuel	AP031124	85.76	0835322	P13320	00130430	03/14/2024
MW OH	SC FUELS V012766	FEB - FUEL	103658-6345 Gasoline & Diesel Fuel	AP031124	7,290.93	0841747	P13320	00130430	03/14/2024
				Check Total:	7,376.69				
MW OH	SECO ELECTRIC & LIGHTING V010182	FD2 - BAY DOOR ELECT. REELS	103654-6130 Repair & Maint/Facilities	AP031124	313.15	8491		00130431	03/14/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	EXT LIGHTS REPAIR - OLD CH	103654-6130 Repair & Maint/Facilities	AP031124	195.00	8521		00130431	03/14/2024
				Check Total:	508.15				
MW OH	SOFTWARE ONE INC V011408	OFFICE365 G3 LICENSES	101523-6136 Software Maintenance	AP031124	352.20	US-SCO-		00130432	03/14/2024
				Check Total:	352.20				
MW OH	TEAM ONE MANAGEMENT V010070	FEB PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP031124	7,231.25	94	P13060	00130433	03/14/2024
				Check Total:	7,231.25				
MW OH	THE SAUCE CREATIVE V007476	SUMMER JOB INFO FLYER	104071-6230 Printing & Binding	AP031124	125.00	6703		00130434	03/14/2024
				Check Total:	125.00				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP031124	108.73	70464		00130435	03/14/2024
				Check Total:	108.73				
MW OH	THOMSON REUTERS - WEST V009649	FEB PD SOFTWARE SVS	103042-6290 Dept. Contract Services	AP031124	389.57	849819715		00130436	03/14/2024
				Check Total:	389.57				
MW OH	THREADCRAFT EMBROIDERY V009649	COMM SVS - UNIFORMS	104071-6360	AP031124	404.35	11181		00130437	03/14/2024

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	V009962		Uniforms						
				Check Total:	404.35				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	MAR CONSULTING SVS	101001-6001 Management Consulting Services	AP031124	5,500.00	21278	P13285	00130438	03/14/2024
				Check Total:	5,500.00				
MW OH	TURBO DATA SYSTEMS INC V001238	FEB PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP031124	2,287.63	42335	P13052	00130439	03/14/2024
				Check Total:	2,287.63				
MW OH	UNDERGROUND SERVICE V010637	JAN DIG ALERT SVS	484356-6301 Special Department Expenses	AP031124	179.75	220240532		00130440	03/14/2024
MW OH	UNDERGROUND SERVICE V010637	JAN CA STATE FEE REG COST	484356-6301 Special Department Expenses	AP031124	80.14	23-2424759		00130440	03/14/2024
				Check Total:	259.89				
MW OH	UNIQUE PRINTING V010259	PD BUSINESS CARDS - ALCALA	103041-6230 Printing & Binding	AP031124	34.53	45699		00130441	03/14/2024
				Check Total:	34.53				
MW OH	VERIZON WIRELESS V008735	1/21-2/20 IPAD CHARGES	109595-6215 Telephone/Internet	AP031124	118.54	9957167102		00130442	03/14/2024
MW OH	VERIZON WIRELESS V008735	1/21-2/20 COUNCIL IPAD CHARGES	109595-6215 Telephone/Internet	AP031124	180.87	9957167103		00130442	03/14/2024
				Check Total:	299.41				
MW OH	WEDIN, MATTHEW V011872	COURSE REG - REIMBURSEMENT	103066-6250 Staff Training	AP031124	250.00	02062024		00130443	03/14/2024
				Check Total:	250.00				
MW OH	WEST COAST SAND & V001134	SAND	103655-6301 Special Department Expenses	AP031124	482.45	696446		00130444	03/14/2024
				Check Total:	482.45				

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MW OH	AMAZON CAPITAL SERVICES V012336	COMM SRVC SUPPLIES	104071-6301 Special Department Expenses	AP031224	53.97	1N4G-YJQF-		00130445	03/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SINY TOTS SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP031224	118.33	1N4G-YJQF-		00130445	03/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SENIOR CENTER SUPPLIES	104079-6301 Special Department Expenses	AP031224	101.11	1N4G-YJQF-		00130445	03/14/2024
Check Total:					273.41				
MW OH	CALIFORNIA FORENSIC V000232	FEB BLOOD DRAWS	103040-6055 Medical Services	AP031224	532.00	2516	P12976	00130446	03/14/2024
Check Total:					532.00				
MW OH	CPRS DISTRICT 10 V008906	CPRS RENEWAL FEES	104071-6245 Meetings & Conferences	AP031224	185.00	02/24/24		00130447	03/14/2024
Check Total:					185.00				
MW OH	DATA TICKET INC. V006119	FEB CITATION PROCESSING	102533-6290 Dept. Contract Services	AP031224	2,521.38	162285	P13114	00130448	03/14/2024
Check Total:					2,521.38				
MW OH	DIAMONDS SPORTS FIELD V011978	FEB FIELD MAINTENANCE	104076-6139 Repair/Maint - Parks & Fields	AP031224	1,050.00	6426	P13235	00130449	03/14/2024
Check Total:					1,050.00				
MW OH	GLASBY MAINT. SUPPLY V000445	COARROYO VERDE TRASH CANS	104076-6139 Repair/Maint - Parks & Fields	AP031224	942.23	340616		00130450	03/14/2024
Check Total:					942.23				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	674.15	0014027929-001	P13272	00130451	03/14/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	177.73	0014095649-001	P13272	00130451	03/14/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	12.92	0014151757-001	P13272	00130451	03/14/2024

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MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	275.20	0014174627-001	P13272	00130451	03/14/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	300.35	0014227008-001	P13272	00130451	03/14/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	71.15	0014379812-001	P13272	00130451	03/14/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP031224	212.87	0014470422-001	P13272	00130451	03/14/2024
Check Total:					1,724.37				
MW OH	JV PLUMBING V011345	ARROYO VERDE PIPE REPLACEMENT	04076-6139 Repair/Maint - Parks & Fields	AP031224	1,003.50	4350		00130452	03/14/2024
Check Total:					1,003.50				
MW OH	PARK TABLES V012192	BBQ GRILLS -LA PLACITA	797305-6760 / 797305-6760 Infrastructure - Parks	AP031224	1,650.23	PT1885		00130453	03/14/2024
Check Total:					1,650.23				
MW OH	PRESTIGE COLLISION AUTO V010996	PATROL VEHICLE PAINTING	109800-6842 / 24801-6842 Vehicles	AP031224	2,453.42	RO 1706		00130454	03/14/2024
Check Total:					2,453.42				
MW OH	SECO ELECTRIC & LIGHTING V010182	SENIOR CTR LIGHT REPLACEMENT	104076-6130 Repair & Maint/Facilities	AP031224	499.70	8365		00130455	03/14/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT REPAIR AT WHITTEN	104076-6141 Repair/Maint - Park Lights	AP031224	204.98	8522		00130455	03/14/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT REPAIRS AT CHAMPIONS	104076-6141 Repair/Maint - Park Lights	AP031224	1,366.55	8523		00130455	03/14/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT REPAIR CHAMPIONS PRK LOT	104076-6141 Repair/Maint - Park Lights	AP031224	2,254.26	8532		00130455	03/14/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	CHMPNS FIELD LGHT BULB	104076-6141 Repair/Maint - Park Lights	AP031224	1,370.95	8537		00130455	03/14/2024

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				Check Total:	5,696.44				
MW OH	SO CAL GAS V000909	FEB GAS CHARGES	109595-6340 Natural Gas	AP031224	244.09	030524		00130456	03/14/2024
				Check Total:	244.09				
MW OH	THE SAUCE CREATIVE V007476	SENIOR TRANSPRT FLYER UPDATES	104079-6301 Special Department Expenses	AP031224	35.00	7827		00130457	03/14/2024
				Check Total:	35.00				
MW OH	WEST COAST ARBORISTS INC V001124	TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP031224	718.75	211143	P13061	00130458	03/14/2024
MW OH	WEST COAST ARBORISTS INC V001124	TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP031224	718.75	211143	P13061	00130458	03/14/2024
				Check Total:	1,437.50				
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHRGS	109595-6335 Water	AP031224	2,844.56	030524		00130459	03/14/2024
				Check Total:	2,844.56				
MW OH	ZAMBRANO, FELIPE V003496	CPRS HOTEL REIMB 2/27 - 3/01	104071-6245 Meetings & Conferences	AP031224	1,016.28	022724		00130460	03/14/2024
				Check Total:	1,016.28				
MW OH	BAKER TILLY US LLP V012786	PROFESSIONAL SVS	784070-6999 Other Expenditure	AP031424	9,343.75	BT2677415	P13349	00130461	03/14/2024
				Check Total:	9,343.75				
MW OH	AGUIRRE, MONICA V008688	DAMAGE DEPOSIT REFUND	R3628 104071-4385 Facility Rental	AP031824	106.00	2003915.002		00130462	03/21/2024
				Check Total:	106.00				
MW OH	ALLIANCE BUSINESS V011660	3/1-31 FD DEDICATED INTERNET	109595-6215 Telephone/Internet	AP031824	1,142.28	3280036		00130463	03/21/2024
				Check Total:	1,142.28				

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MW OH	AMAZON CAPITAL SERVICES V012336	FIRE STATION SUPPLIES	103066-6130 Repair & Maint/Facilities	AP031824	455.38	13LR-KLHW-		00130464	03/21/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE STATION SUPPLIES	103066-6315 Office Supplies	AP031824	84.79	13LR-KLHW-		00130464	03/21/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE STATION SUPPLIES	103066-6301 Special Department Expenses	AP031824	472.22	13LR-KLHW-		00130464	03/21/2024
Check Total:					1,012.39				
MW OH	ANTIQUE STOVES V011767	STOVE REPAIR - SENIOR CTR	104076-6130 Repair & Maint/Facilities	AP031824	300.00	666108		00130465	03/21/2024
Check Total:					300.00				
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	326.60	003345910		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	299 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	161.80	003346069		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	299 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	343.66	105829713		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	742.66	105829714		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	245.55	105829717		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	246.57	105830718		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	600.68	105830719		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	374.47	105830721		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	163.30	3346143		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT	143 S BRADFORD -COFFEE/WATER	109595-6301	AP031824	163.30	3346199		00130466	03/21/2024

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	V000081		Special Department Expenses						
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	801.60	3346261		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	163.30	3346612		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	365.00	8267851		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	8269694		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	70.00	8269738		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	201 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	40.00	8269769		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	365.00	8516856		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	8521085		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	8521087		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	8521088		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	8521089		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	299 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	8521090		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	70.00	8521148		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	299 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	40.00	8521190		00130466	03/21/2024

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MW OH	ARAMARK REFRESHMENT V000081	201 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	40.00	8521191		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	9269696		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	9269697		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	299 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	75.00	9269698		00130466	03/21/2024
MW OH	ARAMARK REFRESHMENT V000081	1701 ATWOOD AVE - COFFEE/WATER	109595-6301 Special Department Expenses	AP031824	40.00	9269768		00130466	03/21/2024
Check Total:					6,038.49				
MW OH	AT & T V008736	2/27-3/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP031824	95.59	24-MAR		00130467	03/21/2024
MW OH	AT & T V008736	3/1-31 PD YARD INTERNET	109595-6215 Telephone/Internet	AP031824	63.49	24-MAR		00130467	03/21/2024
Check Total:					159.08				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone/Internet	AP031824	277.32	030624		00130468	03/21/2024
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP031824	14.67	030624		00130468	03/21/2024
MW OH	AT&T V004144	FEB - PHONE CHARGES	109595-6215 Telephone/Internet	AP031824	1,702.71	031324		00130468	03/21/2024
MW OH	AT&T V004144	FEB - PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP031824	12.21	031324		00130468	03/21/2024
MW OH	AT&T V004144	FEB - PHONE CHARGES	296561-6215 Telephone/Internet	AP031824	174.55	031324		00130468	03/21/2024
Check Total:					2,181.46				
MW OH	AT&T MOBILITY	3/14-4/13 PD FIRSTNET	109595-6215	AP031824	4,969.50	22850790		00130469	03/21/2024

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	V011025		Telephone/Internet						
MW OH	AT&T MOBILITY V011025	3/14-4/13 FD FIRSTNET	109595-6215 Telephone/Internet	AP031824	408.23	22850790		00130469	03/21/2024
				Check Total:	5,377.73				
MW OH	AUDI NORTH OC V012263	FEB PLACENTIA VH REBATE PROGR	101534-6363 Resident Vehicle Rebate Prog	AP031824	1,000.00	24-FEB		00130470	03/21/2024
				Check Total:	1,000.00				
MW OH	BAKER TILLY US LLP V012786	FEB PROFESSIONAL SVS	784070-6999 Other Expenditure	AP031824	3,000.00	BT2707061	P13349	00130471	03/21/2024
				Check Total:	3,000.00				
MW OH	BUREAU VERITAS V012759	FEB FACILITY ASSESSMENT SVS	109800-6770 / 24903-6770 Infrastructure - Major Studies	AP031824	28,156.91	INV00035226	P13278	00130472	03/21/2024
				Check Total:	28,156.91				
MW OH	CALIFORNIA YELLOW CAB V003323	FEB SENIOR TRANSPORT SVS	184071-6401 Community Programs	AP031824	11,854.98	2487024	P13106	00130473	03/21/2024
MW OH	CALIFORNIA YELLOW CAB V003323	FEB SENIOR TRANSPORT SVS	194071-6401 Community Programs	AP031824	2,963.74	2487024	P13106	00130473	03/21/2024
				Check Total:	14,818.72				
MW OH	CENTER FOR CRIMINAL V012793	PD TRAINING REG	103041-6250 Staff Training	AP031824	298.00	CCJ3624		00130474	03/21/2024
				Check Total:	298.00				
MW OH	CHARTER COMMUNICATIONS V012060	31-31 GOMEZ CTR INTERNET	109595-6215 Telephone/Internet	AP031824	149.99	12228860103012		00130475	03/21/2024
				Check Total:	149.99				
MW OH	CITY OF ANAHEIM V010186	1/17-2/14 SHARED TS ELECTRIC C	109595-6330 Electricity	AP031824	135.56	030624		00130476	03/21/2024
				Check Total:	135.56				

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MW OH	CITY OF BREA V000125	BUSINESS CARDS - E. RODRIGUEZ	104071-6230 Printing & Binding	AP031824	14.98	ASR0000312		00130477	03/21/2024
Check Total:					14.98				
MW OH	COLLINS + COLLINS LLP V011980	LITIGATION FEES	404582-6006 Litigation	AP031824	2,848.50	4358048		00130478	03/21/2024
MW OH	COLLINS + COLLINS LLP V011980	LITIGATION FEES	404582-6006 Litigation	AP031824	1,153.20	4359415		00130478	03/21/2024
MW OH	COLLINS + COLLINS LLP V011980	LITIGATION FEES	404582-6006 Litigation	AP031824	7,110.90	4360118		00130478	03/21/2024
Check Total:					11,112.60				
MW OH	COUNTY OF ORANGE V008881	MAR AFIS SERVICES	103040-6290 Dept. Contract Services	AP031824	1,858.00	SH 68027	P12980	00130479	03/21/2024
Check Total:					1,858.00				
MW OH	DELL MARKETING L.P. V000301	PC - PUBLIC WORKS	799800-6364 / 241503-6364 Computer Hardware	AP031824	980.97	10727168253		00130480	03/21/2024
MW OH	DELL MARKETING L.P. V000301	COMPUTER MONITORS	799800-6364 / 241503-6365 Computer Hardware	AP031824	624.61	10728099025		00130480	03/21/2024
Check Total:					1,605.58				
MW OH	DEPARTMENT OF JUSTICE V000213	FEB LIVESCAN PROCESSING	101512-6099 Professional Services	AP031824	32.00	719688		00130481	03/21/2024
MW OH	DEPARTMENT OF JUSTICE V000213	FEB LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP031824	64.00	719688		00130481	03/21/2024
MW OH	DEPARTMENT OF JUSTICE V000213	FEB LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP031824	34.00	719688		00130481	03/21/2024
Check Total:					130.00				
MW OH	DHI CONSTRUCTION INC V008088	HUD PROJECT - LAM NGUYEN	302535-6401 Community Programs	AP031824	4,117.50	110523	P13343	00130482	03/21/2024
MW OH	DHI CONSTRUCTION INC	HUD PROJECT - LAM NGUYEN	302535-6401	AP031824	21,450.00	120523	P13343	00130482	03/21/2024

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	V008088		Community Programs						
				Check Total:	25,567.50				
MW OH	EVANS GUN WORLD V003336	FEB RANGE FEES	103043-6162 Range Training	AP031824	2,380.00	2190		00130483	03/21/2024
				Check Total:	2,380.00				
MW OH	FIESTA FANTASTIC V012678	EASTER EVENT - BALOON TWISTER	104071-6099 Professional Services	AP031824	735.00	891		00130484	03/21/2024
				Check Total:	735.00				
MW OH	FIFTH AVENUE CLEANERS V010431	FEB - PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP031824	1,027.61	FEBRUARY 24		00130485	03/21/2024
				Check Total:	1,027.61				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE2/17 PD2/23	0010-2196 Garnishments W/H	AP031824	7.73	PR2401004		00130486	03/21/2024
MW OH	FRANCHISE TAX BOARD V000404	FTB PE3/2 PD3/8	0010-2196 Garnishments W/H	AP031824	7.73	PR2401005		00130486	03/21/2024
				Check Total:	15.46				
MW OH	FULLERTON COLLEGE JOB V005177	JOB FAIR REGISTRATION	104071-6301 Special Department Expenses	AP031824	175.00	03142024		00130487	03/21/2024
				Check Total:	175.00				
MW OH	GALLS LLC V000438	511 TACTICAL HI VIS	103067-6360 Uniforms	AP031824	581.86	027239305		00130488	03/21/2024
				Check Total:	581.86				
MW OH	GAMETIME V004081	KOCH PARK STREERING WHEEL	104076-6130 Repair & Maint/Facilities	AP031824	687.61	PJI-0230497		00130489	03/21/2024
MW OH	GAMETIME V004081	GOMEZ PLAYGROUND	799800-6760 / 24702-6760 Infrastructure - Parks	AP031824	219,884.06	PJI-0231144	P13199	00130489	03/21/2024
MW OH	GAMETIME	TUFFFREE PLAYGROUND	697301-6760 / 697301-6760	AP031824	24,782.10	PJI-0225860	P13315	00130489	03/21/2024

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	V004081		Infrastructure - Parks						
MW OH	GAMETIME V004081	TUFFREE PLAYGROUND	697302-6760 / 697302-6760 Infrastructure - Parks	AP031824	38,054.14	PJI-0225860	P13315	00130489	03/21/2024
MW OH	GAMETIME V004081	TUFFREE PLAYGROUND EQUIPMENT	697301-6760 / 697301-6760 Infrastructure - Parks	AP031824	114,801.00	PJI-0230367	P13315	00130489	03/21/2024
Check Total:					398,208.91				
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	296561-6335 Water	AP031824	6,913.26	030624		00130490	03/21/2024
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 / 21010-6335 Water	AP031824	131.70	030624		00130490	03/21/2024
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	AP031824	18,142.90	030624		00130490	03/21/2024
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGE	109595-6335 Water	AP031824	7,650.87	031324		00130490	03/21/2024
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGE	296561-6335 Water	AP031824	1,484.58	031324		00130490	03/21/2024
Check Total:					34,323.31				
MW OH	GOVERNMENT TRAINING V006552	PD TRAINING REG	213041-6250 Staff Training	AP031824	1,050.00	SDRTC		00130491	03/21/2024
Check Total:					1,050.00				
MW OH	HEALTHPOINTE MEDICAL V010713	JAN PREEMPL PHYSICALS	101512-6099 Professional Services	AP031824	376.00	30601-4244886		00130492	03/21/2024
MW OH	HEALTHPOINTE MEDICAL V010713	FEB PREEMPL PHYSICALS	101512-6099 Professional Services	AP031824	330.00	30601-4255012		00130492	03/21/2024
Check Total:					706.00				
MW OH	HEREDIA, MEGAN V012750	DISPATCH TRAINING TRAVEL/MEAL	101515-6250 Staff Training	AP031824	916.07	031224		00130493	03/21/2024
Check Total:					916.07				

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MW OH	HR GREEN PACIFIC INC V010735	FEB PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP031824	4,893.50	172548	P13122	00130494	03/21/2024
MW OH	HR GREEN PACIFIC INC V010735	FEB PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP031824	1,000.75	172549	P13122	00130494	03/21/2024
Check Total:					5,894.25				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0010-2131 Employer PARS/ARS Payable	AP031824	848.63	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0010-2131 Employer PARS/ARS Payable	AP031824	917.82	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0010-2131 Employer PARS/ARS Payable	AP031824	675.91	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0029-2131 Employer PARS/ARS Payable	AP031824	19.46	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0037-2131 Employer PARS/ARS Payable	AP031824	236.73	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0037-2131 Employer PARS/ARS Payable	AP031824	76.48	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0048-2131 Employer PARS/ARS Payable	AP031824	112.43	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0048-2131 Employer PARS/ARS Payable	AP031824	54.63	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0054-2131 Employer PARS/ARS Payable	AP031824	43.71	PR2401004		00130495	03/21/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 2/17 PD 2/23	0054-2131 Employer PARS/ARS Payable	AP031824	4.91	PR2401004		00130495	03/21/2024
Check Total:					2,990.71				
MW OH	JUNG, ALEXANDER V012387	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP031824	137.00	JUNG31224		00130496	03/21/2024

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				Check Total:	137.00				
MW OH	LETNER ROOFING CO. V012641	FIRESTATION ROOF REPLACEMENT	799800-6850 / 24501-6850 Building & Facilities	AP031824	21,568.66	65829	P13085	00130497	03/21/2024
MW OH	LETNER ROOFING CO. V012641	RETENTION	799800-6850 / 24501-6850 Building & Facilities	AP031824	12,481.83	65830	P13085	00130497	03/21/2024
				Check Total:	34,050.49				
MW OH	LYNCH EMS V011542	MAR - EMT SERVICES	101516-6290 Dept. Contract Services	AP031824	88,784.06	24-6175A		00130498	03/21/2024
MW OH	LYNCH EMS V011542	FUEL FOR LYNCH PARAMEDIC VEHICLE	03658-6345 Gasoline & Diesel Fuel	AP031824	635.78	FUEL FEB 24		00130498	03/21/2024
				Check Total:	89,419.84				
MW OH	MAGIC JUMP RENTALS V012795	INFLATABLE RENT - EASTER EVENT	104071-6099 Professional Services	AP031824	735.35	110512		00130499	03/21/2024
				Check Total:	735.35				
MW OH	MAKE IT FIT V012223	PD UNIFORM ALTERATION	103040-6360 Uniforms	AP031824	114.00	172967		00130500	03/21/2024
				Check Total:	114.00				
MW OH	MARTINEZ, JOHN V010060	TUITION REIMB #22-23 -J MARTIN	109595-5150 Tuition Reimbursement	AP031824	1,561.50	22-23		00130501	03/21/2024
MW OH	MARTINEZ, JOHN V010060	TUITION REIMB #22-25 -J MARTIN	109595-5150 Tuition Reimbursement	AP031824	1,617.29	22-25		00130501	03/21/2024
				Check Total:	3,178.79				
MW OH	MORENO, DIANA V012792	DAMAGE DEPOSIT REFUND R3633	104071-4385 Facility Rental	AP031824	106.00	2003917.002		00130502	03/21/2024
				Check Total:	106.00				
MW OH	ORANGE COUNTY V000699	OCEA PE2/17 PD2/23	0033-2176 PCEA/OCEA Assoc Dues	AP031824	12.51	PR2401004		00130503	03/21/2024
MW OH	ORANGE COUNTY	OCEA PE2/17 PD2/23	0037-2176	AP031824	2.13	PR2401004		00130503	03/21/2024

City of Placentia
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For 03/27/2024

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 PE2/17 PD2/23	0054-2176 PCEA/OCEA Assoc Dues	AP031824	0.38	PR2401004		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE2/17 PD2/23	0048-2176 PCEA/OCEA Assoc Dues	AP031824	9.63	PR2401004		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE2/17 PD2/23	0010-2176 PCEA/OCEA Assoc Dues	AP031824	492.39	PR2401004		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE2/17 PD2/23	0029-2176 PCEA/OCEA Assoc Dues	AP031824	8.38	PR2401004		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 3/2 PD 3/8	0010-2176 PCEA/OCEA Assoc Dues	AP031824	504.90	PR2401005		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 3/2 PD 3/8	0029-2176 PCEA/OCEA Assoc Dues	AP031824	8.38	PR2401005		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 3/2 PD 3/8	0048-2176 PCEA/OCEA Assoc Dues	AP031824	9.63	PR2401005		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 3/2 PD 3/8	0054-2176 PCEA/OCEA Assoc Dues	AP031824	0.38	PR2401005		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 3/2 PD 3/8	0033-2176 PCEA/OCEA Assoc Dues	AP031824	12.51	PR2401005		00130503	03/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 3/2 PD 3/8	0037-2176 PCEA/OCEA Assoc Dues	AP031824	2.13	PR2401005		00130503	03/21/2024
Check Total:					1,063.35				
MW OH	ORANGE COUNTY V011002	FEB CAPITAL FACILITIES CHARGE	100000-4364 Sanitation Collect Fees	AP031824	-93.90	03112024		00130504	03/21/2024
MW OH	ORANGE COUNTY V011002	FEB CAPITAL FACILITIES CHARGE	0044-2037 County Sanitation Dist Fee	AP031824	1,878.08	03112024		00130504	03/21/2024
Check Total:					1,784.18				
MW OH	PACIFIC PLAY SYSTEMS INCARROYO VERDE - PLAYGROUND		797902-6760 / 797902-6760	AP031824	73,691.00	INV2022-980-2	P13317	00130505	03/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012326		Infrastructure - Parks						
				Check Total:	73,691.00				
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 2/17 PD 2/23	0054-2176 PCEA/OCEA Assoc Dues	AP031824	0.03	PR2401004		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 2/17 PD 2/23	0048-2176 PCEA/OCEA Assoc Dues	AP031824	0.84	PR2401004		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 2/17 PD 2/23	0010-2176 PCEA/OCEA Assoc Dues	AP031824	42.50	PR2401004		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 2/17 PD 2/23	0029-2176 PCEA/OCEA Assoc Dues	AP031824	0.72	PR2401004		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 2/17 PD 2/23	0033-2176 PCEA/OCEA Assoc Dues	AP031824	1.08	PR2401004		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 2/17 PD 2/23	0037-2176 PCEA/OCEA Assoc Dues	AP031824	0.19	PR2401004		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 3/2 PD 3/8	0037-2176 PCEA/OCEA Assoc Dues	AP031824	0.19	PR2401005		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 3/2 PD 3/8	0033-2176 PCEA/OCEA Assoc Dues	AP031824	1.08	PR2401005		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 3/2 PD 3/8	0010-2176 PCEA/OCEA Assoc Dues	AP031824	43.58	PR2401005		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 3/2 PD 3/8	0029-2176 PCEA/OCEA Assoc Dues	AP031824	0.72	PR2401005		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 3/2 PD 3/8	0048-2176 PCEA/OCEA Assoc Dues	AP031824	0.84	PR2401005		00130506	03/21/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 3/2 PD 3/8	0054-2176 PCEA/OCEA Assoc Dues	AP031824	0.03	PR2401005		00130506	03/21/2024
				Check Total:	91.80				
MW OH	PETE'S ROAD SERVICE INC	TIRE REPLACEMENT	103066-6134	AP031824	3,455.51	24-0737635-00	P13331	00130507	03/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000767		Vehicle Repair & Maintenance						
				Check Total:	3,455.51				
MW OH	PHAM, JOSEPH V011752	DISPATCH UNIFORMS - TSHIRTS	101515-6360 Uniforms	AP031824	342.56	0166		00130508	03/21/2024
				Check Total:	342.56				
MW OH	PRIORITY DISPATCH CORP V011406	DISPATCH TRAINING/CERT	101515-6250 Staff Training	AP031824	850.00	SIN366334		00130509	03/21/2024
				Check Total:	850.00				
MW OH	RED 88 MEDIA LLC V012180	FEB BROADCASTING SVS	581573-6290 Dept. Contract Services	AP031824	2,046.00	24-1025-0022	P13151	00130510	03/21/2024
				Check Total:	2,046.00				
MW OH	RJ NOBLE COMPANY V006779	RETENTION	601301-2046 / 601301-2046 Retentions Payable	AP031824	-14,894.14	240101		00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION	179800-2046 / 171301-2046 Retentions Payable	AP031824	-23,157.09	240101		00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION	189800-2046 / 181301-2046 Retentions Payable	AP031824	-14,894.14	240101		00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION	339800-2046 / 331301-2046 Retentions Payable	AP031824	-7,231.78	240101		00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION	799800-2046 / 791301-2046 Retentions Payable	AP031824	-23,157.09	240101		00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	FEB CONSTRUCTION SVS	189800-6740 / 181301-6740 Infrastructure - Streets	AP031824	297,882.75	240101	P13305	00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	FEB CONSTRUCTION SVS	179800-6740 / 171301-6740 Infrastructure - Streets	AP031824	463,141.89	240101	P13305	00130511	03/21/2024
MW OH	RJ NOBLE COMPANY V006779	CONSTRUCTION SVS	339800-6740 / 331301-6740 Infrastructure - Streets	AP031824	144,635.41	240101	P13305	00130511	03/21/2024
MW OH	RJ NOBLE COMPANY	FEB CONSTRUCTION SVS	601301-6740 / 601301-6740	AP031824	297,882.75	240101	P13305	00130511	03/21/2024

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For 03/27/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006779		Infrastructure - Streets						
MW OH	RJ NOBLE COMPANY V006779	FEB CONSTRUCTION SVS	799800-6740 / 791301-6740 Infrastructure - Streets	AP031824	463,141.88	240101	P13305	00130511	03/21/2024
				Check Total:	1,583,350.44				
MW OH	SANTANA, YARESLY V012692	REFERRAL PROGRAM BONUS	101515-6301 Special Department Expenses	AP031824	200.00	0319		00130512	03/21/2024
				Check Total:	200.00				
MW OH	SC FUELS V012766	FUEL	103658-6345 Gasoline & Diesel Fuel	AP031824	9,405.16	0849282	P13320	00130513	03/21/2024
				Check Total:	9,405.16				
MW OH	SCA OF CA LLC V012501	FEB STREET SWEEPING	374386-6290 Dept. Contract Services	AP031824	14,073.54	2512258DS	P13119	00130514	03/21/2024
				Check Total:	14,073.54				
MW OH	SDC ENGINEERING INC V011147	JAN CONSTRUCTION SVS	697911-6760 / 697911-6760 Infrastructure - Parks	AP031824	14,734.26	900A		00130515	03/21/2024
MW OH	SDC ENGINEERING INC V011147	JAN CONSTRUCTION SVS	507911-6760 / 507911-6760 Infrastructure - Parks	AP031824	58,937.03	900A		00130515	03/21/2024
MW OH	SDC ENGINEERING INC V011147	JAN CONSTRUCTION SVS	507911-2046 Retentions Payable	AP031824	-2,946.85	900A		00130515	03/21/2024
MW OH	SDC ENGINEERING INC V011147	JAN CONSTRUCTION SVS	697911-2046 Retentions Payable	AP031824	-736.72	900A		00130515	03/21/2024
MW OH	SDC ENGINEERING INC V011147	RETENTION	697911-2046 / 697911-2046 Retentions Payable	AP031824	-1,508.10	901		00130515	03/21/2024
MW OH	SDC ENGINEERING INC V011147	RETENTION	507911-2046 / 507911-2046 Retentions Payable	AP031824	-6,032.38	901		00130515	03/21/2024
MW OH	SDC ENGINEERING INC V011147	FEB CONSTRUCTION SVS	697911-6760 / 697911-6760 Infrastructure - Parks	AP031824	30,161.92	901	P13330	00130515	03/21/2024
MW OH	SDC ENGINEERING INC	FEB CONSTRUCTION SVS	507911-6760 / 507911-6760	AP031824	120,647.67	901	P13330	00130515	03/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011147		Infrastructure - Parks						
				Check Total:	213,256.83				
MW OH	SECO ELECTRIC & LIGHTING V010182	TUFFREE PARK - LIGHTS REP	104076-6141 Repair/Maint - Park Lights	AP031824	326.07	8282A		00130516	03/21/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	CHAMPION PARK - LIGHTS REP	104076-6141 Repair/Maint - Park Lights	AP031824	420.97	8298A		00130516	03/21/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	SOLAR LIGHT FIXTURES	104076-6141 Repair/Maint - Park Lights	AP031824	3,525.68	8536	P13346	00130516	03/21/2024
				Check Total:	4,272.72				
MW OH	SO CAL GAS V000909	FEB GAS CHARGES	109595-6340 Natural Gas	AP031824	277.19	031324		00130517	03/21/2024
				Check Total:	277.19				
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	296561-6330 Electricity	AP031824	52.47	030624		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	286560-6330 Electricity	AP031824	49,004.61	030624		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 Electricity	AP031824	27,941.57	030624		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP031824	91.69	030624		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP031824	473.23	030624		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 Electricity	AP031824	22,486.84	031424		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP031824	14.27	031424		00130518	03/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	800000-6330 Electricity	AP031824	124.11	031424		00130518	03/21/2024

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRIC CHARGES	296561-6330 Electricity	AP031824	228.83	031424		00130518	03/21/2024
					Check Total:	100,417.62			
MW OH	TURNOUT MAINTENANCE V011543	TURNOUTS	103065-6360 Uniforms	AP031824	1,688.75	28114		00130519	03/21/2024
					Check Total:	1,688.75			
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 2/17 PD 2/23	0010-2131 Employer PARS/ARS Payable	AP031824	1,613.40	PR2401004		00130520	03/21/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 2/17 PD 2/23	0010-2126 Employee PARS/ARS W/H	AP031824	1,613.40	PR2401004		00130520	03/21/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 3/2 PD 3/8	0010-2126 Employee PARS/ARS W/H	AP031824	1,621.91	PR2401005		00130520	03/21/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 3/2 PD 3/8	0010-2131 Employer PARS/ARS Payable	AP031824	1,621.91	PR2401005		00130520	03/21/2024
					Check Total:	6,470.62			
MW OH	VALDEZ, FABIAN V012210	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP031824	68.19	VALDEZ31224		00130521	03/21/2024
MW OH	VALDEZ, FABIAN V012210	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP031824	68.19	VALDEZ31424		00130521	03/21/2024
					Check Total:	136.38			
MW OH	WELLS FARGO VENDOR FIN3/15-4/14 V010076	PRINTER/COPIER SERVI	109595-6175 Office Equipment Rental	AP031824	188.36	5028866173	P13103	00130522	03/21/2024
MW OH	WELLS FARGO VENDOR FIN3/15-4/14 V010076	PRINTER/COPIER SERVI	109595-6175 Office Equipment Rental	AP031824	255.57	5028866174	P13103	00130522	03/21/2024
MW OH	WELLS FARGO VENDOR FIN3/15-4/14 V010076	PRINTER/COPIER SERVI	109595-6175 Office Equipment Rental	AP031824	70.69	5028866175	P13103	00130522	03/21/2024
MW OH	WELLS FARGO VENDOR FIN3/15-4/14 V010076	PRINTER/COPIER SERVI	109595-6175 Office Equipment Rental	AP031824	79.39	5028866176	P13103	00130522	03/21/2024

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Check Register
For 03/27/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SERVI	109595-6175 Office Equipment Rental	AP031824	219.89	5028866177	P13103	00130522	03/21/2024
MW OH	WELLS FARGO VENDOR V010076	FIN3/15-4/14 PRINTER/COPIER SERVI	109595-6175 Office Equipment Rental	AP031824	5,216.78	5028866178	P13103	00130522	03/21/2024
				Check Total:	6,030.68				
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	AP031824	261.17	031224		00130523	03/21/2024
				Check Total:	261.17				
				Type Total:	4,119,121.19				
				Check Total:	4,119,121.19				

City of Placentia
ACH Check Register
For 04/02/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 429,138.09

Check Totals by ID

AP	429,138.09
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 429,138.09

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	400,157.87
208-Sccssr Agency Ret Oblg (0054)	1,328.57
227-Explorer Grant NOC (0076)	73.13
231-Placentia Reg Nav Cent(0078)	2,356.58
265-Landscape Maintenance (0029)	1,178.03
275-Sewer Maintenance (0048)	6,443.01
401-City Capital Projects (0033)	6,917.89
501-Refuse Administration (0037)	3,857.30
601-Employee Health & Wlfre (0039)	4,073.67
605-Risk Management (0040)	2,752.04

Check Total: 429,138.09

ACH Payroll Direct Deposit for 03/21/2024: 618,180.93

Electronic Disbursement Total: 1,047,319.02

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0010-2188 Health Care SSA	ACH032024	3,343.25	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0029-2188 Health Care SSA	ACH032024	1.66	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0037-2188 Health Care SSA	ACH032024	33.62	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0040-2188 Health Care SSA	ACH032024	254.16	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0048-2188 Health Care SSA	ACH032024	75.74	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0050-2188 Health Care SSA	ACH032024	0.00	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0054-2188 Health Care SSA	ACH032024	19.66	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0078-2188 Health Care SSA	ACH032024	20.83	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB - FSA, PR#3, 4	0010-2190 Dependent Care SSA	ACH032024	1,299.98	2338011B		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	395000-2187 Voluntary Plan Life	ACH032024	4,073.67	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0048-2155 Per Sec Plan - Opt. Life	ACH032024	109.42	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0050-2155 Per Sec Plan - Opt. Life	ACH032024	0.00	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0054-2155 Per Sec Plan - Opt. Life	ACH032024	23.78	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0061-2155 Per Sec Plan - Opt. Life	ACH032024	0.00	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY	FEB -AMERICAN FIDELITY	0076-2155	ACH032024	0.50	D691648		00018434	03/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010011		Per Sec Plan - Opt. Life						
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0078-2155 Per Sec Plan - Opt. Life	ACH032024	54.75	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0010-2155 Per Sec Plan - Opt. Life	ACH032024	3,640.70	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0029-2155 Per Sec Plan - Opt. Life	ACH032024	70.08	D691648		00018434	03/21/2024
MW OH	AMERICAN FIDELITY V010011	FEB -AMERICAN FIDELITY	0037-2155 Per Sec Plan - Opt. Life	ACH032024	28.56	D691648		00018434	03/21/2024
Check Total:					13,050.36				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE2/17 PD2/23	0010-2196 Garnishments W/H	ACH032024	1,859.98	PR2401004		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE2/17 PD2/23	0029-2196 Garnishments W/H	ACH032024	9.23	PR2401004		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE2/17 PD2/23	0037-2196 Garnishments W/H	ACH032024	69.23	PR2401004		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE2/17 PD2/23	0048-2196 Garnishments W/H	ACH032024	46.15	PR2401004		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE3/2 PD3/8	0010-2196 Garnishments W/H	ACH032024	1,859.98	PR2401005		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE3/2 PD3/8	0029-2196 Garnishments W/H	ACH032024	9.23	PR2401005		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE3/2 PD3/8	0037-2196 Garnishments W/H	ACH032024	69.23	PR2401005		00018435	03/21/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPPORT PE3/2 PD3/8	0048-2196 Garnishments W/H	ACH032024	46.15	PR2401005		00018435	03/21/2024
Check Total:					3,969.18				
MW OH	EMPLOYMENT	STATE TAX PE 2/17 PD 2/23	0010-2135	ACH032024	35,243.43	PR2401004		00018436	03/21/2024

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	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0024-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0029-2135 Calif Income Tax W/H	ACH032024	123.77	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0033-2135 Calif Income Tax W/H	ACH032024	802.58	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0037-2135 Calif Income Tax W/H	ACH032024	342.52	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0040-2135 Calif Income Tax W/H	ACH032024	354.02	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0048-2135 Calif Income Tax W/H	ACH032024	479.58	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0054-2135 Calif Income Tax W/H	ACH032024	109.57	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0061-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0062-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0076-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 2/17 PD 2/23	0078-2135 Calif Income Tax W/H	ACH032024	201.05	PR2401004		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0010-2135 Calif Income Tax W/H	ACH032024	37,726.06	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0024-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0029-2135 Calif Income Tax W/H	ACH032024	181.54	PR2401005		00018436	03/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0033-2135 Calif Income Tax W/H	ACH032024	811.94	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0037-2135 Calif Income Tax W/H	ACH032024	365.54	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0040-2135 Calif Income Tax W/H	ACH032024	354.02	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0048-2135 Calif Income Tax W/H	ACH032024	542.65	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0054-2135 Calif Income Tax W/H	ACH032024	122.72	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0061-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0062-2135 Calif Income Tax W/H	ACH032024	0.00	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0076-2135 Calif Income Tax W/H	ACH032024	17.32	PR2401005		00018436	03/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX PE 3/2 PD 3/8	0078-2135 Calif Income Tax W/H	ACH032024	271.34	PR2401005		00018436	03/21/2024
Check Total:					78,049.65				
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0010-2115 Employee Medicare W/H	ACH032024	12,007.80	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0010-2110 Federal Income Tax W/H	ACH032024	83,791.72	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0029-2110 Federal Income Tax W/H	ACH032024	186.92	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0040-2110 Federal Income Tax W/H	ACH032024	430.74	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0048-2110 Federal Income Tax W/H	ACH032024	1,491.11	PR2401004		00018437	03/21/2024

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MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0033-2110 Federal Income Tax W/H	ACH032024	2,111.23	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0037-2110 Federal Income Tax W/H	ACH032024	812.57	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0078-2110 Federal Income Tax W/H	ACH032024	620.56	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0061-2110 Federal Income Tax W/H	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0076-2110 Federal Income Tax W/H	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0050-2110 Federal Income Tax W/H	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0054-2110 Federal Income Tax W/H	ACH032024	247.64	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0037-2115 Employee Medicare W/H	ACH032024	94.25	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0040-2115 Employee Medicare W/H	ACH032024	82.09	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0029-2115 Employee Medicare W/H	ACH032024	47.91	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0033-2115 Employee Medicare W/H	ACH032024	198.61	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0076-2115 Employee Medicare W/H	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0078-2115 Employee Medicare W/H	ACH032024	60.29	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0054-2115 Employee Medicare W/H	ACH032024	37.36	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE	FED TAX PE2/17 PD2/23	0061-2115	ACH032024	0.00	PR2401004		00018437	03/21/2024

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	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0048-2115 Employee Medicare W/H	ACH032024	186.40	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0050-2115 Employee Medicare W/H	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0037-2120 Employer Medicare Payable	ACH032024	94.25	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0040-2120 Employer Medicare Payable	ACH032024	82.09	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0029-2120 Employer Medicare Payable	ACH032024	47.91	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0033-2120 Employer Medicare Payable	ACH032024	198.61	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0076-2120 Employer Medicare Payable	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0078-2120 Employer Medicare Payable	ACH032024	60.29	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0054-2120 Employer Medicare Payable	ACH032024	37.36	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0061-2120 Employer Medicare Payable	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0048-2120 Employer Medicare Payable	ACH032024	186.40	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0050-2120 Employer Medicare Payable	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0010-2120 Employer Medicare Payable	ACH032024	12,007.80	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0010-2125 Employee Social Sec W/H	ACH032024	0.00	PR2401004		00018437	03/21/2024

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MW OH	INTERNAL REVENUE V010054	FED TAX PE2/17 PD2/23	0010-2130 Employer Soc Sec Payable	ACH032024	0.00	PR2401004		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0010-2130 Employer Soc Sec Payable	ACH032024	18.50	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0010-2125 Employee Social Sec W/H	ACH032024	18.50	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0076-2120 Employer Medicare Payable	ACH032024	5.39	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0078-2120 Employer Medicare Payable	ACH032024	70.46	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0054-2120 Employer Medicare Payable	ACH032024	40.26	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0061-2120 Employer Medicare Payable	ACH032024	0.00	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0048-2120 Employer Medicare Payable	ACH032024	199.89	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0050-2120 Employer Medicare Payable	ACH032024	0.00	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0037-2120 Employer Medicare Payable	ACH032024	99.33	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0040-2120 Employer Medicare Payable	ACH032024	82.09	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0029-2120 Employer Medicare Payable	ACH032024	57.66	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0033-2120 Employer Medicare Payable	ACH032024	202.87	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0010-2120 Employer Medicare Payable	ACH032024	12,450.75	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE	FED TAX PE3/2 PD3/8	0040-2115	ACH032024	82.09	PR2401005		00018437	03/21/2024

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	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0048-2115 Employee Medicare W/H	ACH032024	199.89	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0033-2115 Employee Medicare W/H	ACH032024	202.87	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0037-2115 Employee Medicare W/H	ACH032024	99.33	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0010-2115 Employee Medicare W/H	ACH032024	12,450.75	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0029-2115 Employee Medicare W/H	ACH032024	57.66	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0054-2110 Federal Income Tax W/H	ACH032024	247.64	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0040-2110 Federal Income Tax W/H	ACH032024	430.74	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0048-2110 Federal Income Tax W/H	ACH032024	1,649.84	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0033-2110 Federal Income Tax W/H	ACH032024	2,142.38	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0037-2110 Federal Income Tax W/H	ACH032024	812.57	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0029-2110 Federal Income Tax W/H	ACH032024	249.10	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0010-2110 Federal Income Tax W/H	ACH032024	87,814.39	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0078-2110 Federal Income Tax W/H	ACH032024	776.55	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0061-2110 Federal Income Tax W/H	ACH032024	0.00	PR2401005		00018437	03/21/2024

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MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0076-2110 Federal Income Tax W/H	ACH032024	38.79	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0050-2110 Federal Income Tax W/H	ACH032024	0.00	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0078-2115 Employee Medicare W/H	ACH032024	70.46	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0061-2115 Employee Medicare W/H	ACH032024	0.00	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0076-2115 Employee Medicare W/H	ACH032024	5.39	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0050-2115 Employee Medicare W/H	ACH032024	0.00	PR2401005		00018437	03/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/2 PD3/8	0054-2115 Employee Medicare W/H	ACH032024	40.26	PR2401005		00018437	03/21/2024
Check Total:					235,738.31				
MW OH	MISSION SQUARE 100091 V012393	401 A PE2/17 PD2/23	0010-2170 Deferred Comp Payable - ICMA	ACH032024	10,380.23	PR2401004		00018438	03/21/2024
MW OH	MISSION SQUARE 100091 V012393	402 A PE3/2 PD3/8	0010-2170 Deferred Comp Payable - ICMA	ACH032024	10,406.13	PR2401005		00018438	03/21/2024
Check Total:					20,786.36				
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0010-2170 Deferred Comp Payable - ICMA	ACH032024	33,279.90	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0029-2170 Deferred Comp Payable - ICMA	ACH032024	42.68	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0033-2170 Deferred Comp Payable - ICMA	ACH032024	108.72	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0037-2170 Deferred Comp Payable - ICMA	ACH032024	293.15	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387	EE/ER CONTRIB PE2/17 PD2/23	0076-2170	ACH032024	0.00	301387-PY2404		00018439	03/21/2024

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	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0078-2170 Deferred Comp Payable - ICMA	ACH032024	75.00	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0054-2170 Deferred Comp Payable - ICMA	ACH032024	100.28	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0061-2170 Deferred Comp Payable - ICMA	ACH032024	0.00	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0040-2170 Deferred Comp Payable - ICMA	ACH032024	300.00	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE2/17 PD2/23	0048-2170 Deferred Comp Payable - ICMA	ACH032024	566.66	301387-PY2404		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0076-2170 Deferred Comp Payable - ICMA	ACH032024	5.74	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0078-2170 Deferred Comp Payable - ICMA	ACH032024	75.00	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0033-2170 Deferred Comp Payable - ICMA	ACH032024	138.08	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0037-2170 Deferred Comp Payable - ICMA	ACH032024	643.15	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0010-2170 Deferred Comp Payable - ICMA	ACH032024	38,668.01	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0029-2170 Deferred Comp Payable - ICMA	ACH032024	92.68	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0040-2170 Deferred Comp Payable - ICMA	ACH032024	300.00	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0048-2170 Deferred Comp Payable - ICMA	ACH032024	651.67	301387-PY2405		00018439	03/21/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0054-2170 Deferred Comp Payable - ICMA	ACH032024	300.28	301387-PY2405		00018439	03/21/2024

City of Placentia
Check Register
For 03/27/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTRIB PE3/2 PD3/8	0061-2170 Deferred Comp Payable - ICMA	ACH032024	0.00	301387-PY2405		00018439	03/21/2024
					Check Total:	75,641.00			
MW OH	LEGAL SHIELD V008104	FEB - LEGAL SHIELD	0010-2192 Police Legal Services	ACH032024	243.83	21561-		00018440	03/21/2024
MW OH	LEGAL SHIELD V008104	FEB - LEGAL SHIELD	0048-2192 Police Legal Services	ACH032024	11.46	21561-		00018440	03/21/2024
MW OH	LEGAL SHIELD V008104	FEB - LEGAL SHIELD	0054-2192 Police Legal Services	ACH032024	1.76	21561-		00018440	03/21/2024
					Check Total:	257.05			
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE2/17 PD2/23	0010-2196 Garnishments W/H	ACH032024	823.09	PR2401004		00018441	03/21/2024
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE2/17 PD2/23	0010-2196 Garnishments W/H	ACH032024	823.09	PR2401005		00018441	03/21/2024
					Check Total:	1,646.18			
					Type Total:	429,138.09			
					Check Total:	429,138.09			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,020,271.95

Check Totals by ID

AP	1,020,271.95
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,020,271.95

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	483,276.95
117-Measure U Fund (0079)	102,581.10
225-Asset Seizure (0021)	41,226.76
227-Explorer Grant NOC (0076)	297.86
231-Placentia Reg Nav Cent(0078)	138,483.33
233-Gen Plan Update Fees (0074)	16,431.99
234-Technology Impact Fees (0075)	52,174.82
236-Parks & Rec Impact Fees (0063)	76,000.00
243-City Quimby In Lieu Fee (0069)	34,987.42
247-TOD Sewer Impact Fees (0071)	3,384.00
265-Landscape Maintenance (0029)	7,202.93
275-Sewer Maintenance (0048)	23,868.33
280-Misc Grants Fund (0050)	3,472.60
401-City Capital Projects (0033)	2,256.00
501-Refuse Administration (0037)	17,882.70
601-Employee Health & Wifre (0039)	55.00
605-Risk Management (0040)	8,165.16
701-Special Deposits (0044)	8,525.00

Check Total: 1,020,271.95

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADMINSURE V004980	FEB WC ADMINISTRATION	404580-6025 Third Party Administration	AP032524	5,217.00	16847	P13300	00130524	03/28/2024
					Check Total:	5,217.00			
MW OH	AIRGAP LABS LLC V012533	PROFESSIONAL SERVICES	109595-6215 Telephone/Internet	AP032524	2,970.00	212208	P13345	00130525	03/28/2024
					Check Total:	2,970.00			
MW OH	ALL CITY MANAGEMENT V000005	2/18-3/2 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP032524	3,978.35	91706	P12977	00130526	03/28/2024
					Check Total:	3,978.35			
MW OH	ALLSTAR FIRE EQUIPMENT V011950	FIRE FIGHTING FOAM	103066-6301 Special Department Expenses	AP032524	2,395.13	253650		00130527	03/28/2024
					Check Total:	2,395.13			
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103550-6315 Office Supplies	AP032524	51.36	1C1F-VYVL-		00130528	03/28/2024
					Check Total:	51.36			
MW OH	AT & T V008736	3/9-4/8 FD 2 INTERNET	109595-6215 Telephone/Internet	AP032524	95.59	FD STA2		00130529	03/28/2024
MW OH	AT & T V008736	3/13-4/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP032524	63.49	KP MARCH		00130529	03/28/2024
					Check Total:	159.08			
MW OH	AT&T MOBILITY V011025	2/1-3/10 PW INTERNET	109595-6215 Telephone/Internet	AP032524	1,490.55	22843843		00130530	03/28/2024
MW OH	AT&T MOBILITY V011025	2/1-3/10 PW OUTST. INTERNET	109595-6215 Telephone/Internet	AP032524	40.24	22843843		00130530	03/28/2024
MW OH	AT&T MOBILITY V011025	2/1-3/10 CS DEVICES INTERNET	109595-6215 Telephone/Internet	AP032524	401.00	22843843		00130530	03/28/2024
MW OH	AT&T MOBILITY V011025	2/1-3/10 ADMIN DEVICES INT	109595-6215 Telephone/Internet	AP032524	120.72	22843843		00130530	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,052.51				
MW OH	BALLOONS PLUS V011001	BALLOONS - EASTER EGGCITEMENT	104071-6301 Special Department Expenses	AP032524	410.00	1338		00130531	03/28/2024
				Check Total:	410.00				
MW OH	BEHAVIOR ANALYSIS V009504	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP032524	575.00	BATI32124		00130532	03/28/2024
				Check Total:	575.00				
MW OH	BRIGHTLY SOFTWARE INC V012251	SMARTGOV ENT 3/1/24-2/28/25	750000-6366 Web Based Service/Subscriptions	AP032524	42,947.23	232065	P13354	00130533	03/28/2024
MW OH	BRIGHTLY SOFTWARE INC V012251	SMARTGOV CONNECTOR PARCEL	750000-6366 Web Based Service/Subscriptions	AP032524	1,565.74	232377	P13354	00130533	03/28/2024
				Check Total:	44,512.97				
MW OH	BUCKNAM INFRASTRUCTURE V012179	MAIN STREET SIGNS REPLACEMENT	109800-6740 / 24104-6740 Infrastructure - Streets	AP032524	3,295.00	382-03.01	P13323	00130534	03/28/2024
MW OH	BUCKNAM INFRASTRUCTURE V012179	REAR STREET SIGNS REPLACEMENT	109800-6740 / 24104-6740 Infrastructure - Streets	AP032524	5,076.00	382-03.02	P13323	00130534	03/28/2024
				Check Total:	8,371.00				
MW OH	BUENA PARK PLAQUE & V011364	CITIZENS ACADEMY PLAQUE	103040-6301 Special Department Expenses	AP032524	27.96	31672		00130535	03/28/2024
				Check Total:	27.96				
MW OH	CALIBRE PRESS V010854	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP032524	199.00	ALVAREZ31824		00130536	03/28/2024
				Check Total:	199.00				
MW OH	CANON FINANCIAL SERVICES V008979	ES1-31 COPIER SERVICE	109595-6175 Office Equipment Rental	AP032524	123.97	32239096		00130537	03/28/2024
				Check Total:	123.97				
MW OH	CCP INDUSTRIES INC	PW SUPPLIES - HUCK TOWELS	103654-6130	AP032524	102.47	IN03420911		00130538	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010526		Repair & Maint/Facilities						
MW OH	CCP INDUSTRIES INC V010526	PW - SAFETY GLASSES	103654-6130 Repair & Maint/Facilities	AP032524	45.64	IN03460397		00130538	03/28/2024
				Check Total:	148.11				
MW OH	CHARTER COMMUNICATIONS V004450	312-4/11 BACKS BLDG CABLE/INT	109595-6215 Telephone/Internet	AP032524	299.98	0629685031224		00130539	03/28/2024
				Check Total:	299.98				
MW OH	CLIFTONLARSONALLEN LL V012348	FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP032524	12,722.00	L241091633	P13138	00130540	03/28/2024
				Check Total:	12,722.00				
MW OH	COUNTY OF ORANGE V008881	PRE-BOOKING/PRISONER FORMS	103040-6230 Printing & Binding	AP032524	135.20	SH 68102		00130541	03/28/2024
				Check Total:	135.20				
MW OH	CSG CONSULTANTS INC V011609	FEB BUILDING INSP SVS	102532-6290 Dept. Contract Services	AP032524	20,130.00	55567	P13169	00130542	03/28/2024
				Check Total:	20,130.00				
MW OH	DELL MARKETING L.P. V000301	ADOBE PRO LICENSES	101523-6136 Software Maintenance	AP032524	104.50	10732337657		00130543	03/28/2024
				Check Total:	104.50				
MW OH	DENNIS GRUBB & V012137	3/1-15 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP032524	1,305.00	002-30677	P13314	00130544	03/28/2024
				Check Total:	1,305.00				
MW OH	DEROTIC EMERGENCY V011295	T2 PREVENTIVE MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP032524	11,911.43	SO-4209	P13351	00130545	03/28/2024
MW OH	DEROTIC EMERGENCY V011295	T2 EMERGENCY REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP032524	17,990.94	SO-4200	P13352	00130545	03/28/2024
				Check Total:	29,902.37				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DIAZ, JESUS V010764	DAMAGE DEPOSIT REFUND R3504	104071-4385 Facility Rental	AP032524	158.00	2003920.002		00130546	03/28/2024
					Check Total:	158.00			
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGE	103040-6299 Other Purchased Services	AP032524	159.67	0180081-IN		00130547	03/28/2024
					Check Total:	159.67			
MW OH	FAIRWAY FORD V000376	FEB PLACENTIA VH PROGRAM	101534-6363 Resident Vehicle Rebate Prog	AP032524	1,500.00	FEB-2024		00130548	03/28/2024
					Check Total:	1,500.00			
MW OH	FM THOMAS AIR V010634	HVAC REPAIRS - CITY HALL	103654-6290 Dept. Contract Services	AP032524	8,569.00	46083	P13157	00130549	03/28/2024
MW OH	FM THOMAS AIR V010634	HVAC REPAIRS CH/PD	103654-6290 Dept. Contract Services	AP032524	250.00	46222	P13157	00130549	03/28/2024
					Check Total:	8,819.00			
MW OH	FOUNTAINHEAD V012624	DEC CONST MGMT SVS	697902-6760 / 697902-6760 Infrastructure - Parks	AP032524	6,820.00	2023-12.1-	P13030	00130550	03/28/2024
MW OH	FOUNTAINHEAD V012624	DEC CONST MGMT SVS	797902-6760 / 797902-6760 Infrastructure - Parks	AP032524	10,230.00	2023-12.1-	P13030	00130550	03/28/2024
					Check Total:	17,050.00			
MW OH	GAMETIME V004081	KOCH PARK - PH.2 RENOVATIONS	797312-6760 / 797312-6760 Infrastructure - Parks	AP032524	39,235.89	PJI-0225389	P13359	00130551	03/28/2024
					Check Total:	39,235.89			
MW OH	GARY L KUSUNOKI HEARING0/4 HEARING EXMINER V004347		103047-6290 Dept. Contract Services	AP032524	130.00	1722		00130552	03/28/2024
					Check Total:	130.00			
MW OH	GOLDEN BELL PRODUCTS V005233	SEWER MANHOLE MAINTENANCE	484356-6120 R & M/Sewer & Storm Drain	AP032524	22,800.00	18651	P13257	00130553	03/28/2024

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				Check Total:	22,800.00				
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	296561-6335 Water	AP032524	94.30	032524		00130554	03/28/2024
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 Water	AP032524	1,948.15	032524		00130554	03/28/2024
				Check Total:	2,042.45				
MW OH	GRANICUS INC. V007659	12/2/23-12/1/24 MONITORING SVS	750000-6136 Software Maintenance	AP032524	7,661.85	174539	P13361	00130555	03/28/2024
				Check Total:	7,661.85				
MW OH	GST GOLDEN STAR V009410	FEB PROFESSIONAL SVS	101523-6290 Dept. Contract Services	AP032524	20,475.00	INV98141	P13350	00130556	03/28/2024
				Check Total:	20,475.00				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP032524	31.93	153415		00130557	03/28/2024
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP032524	288.77	153417		00130557	03/28/2024
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP032524	281.91	153818		00130557	03/28/2024
				Check Total:	602.61				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP032524	651.65	0014488430-001	P13272	00130558	03/28/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP032524	726.70	0014566792-001	P13272	00130558	03/28/2024
				Check Total:	1,378.35				
MW OH	INFRASTRUCTURE V012600	FEB PM SERVICES	713101-6750 / 713101-6750 Infrastructure - Sewer	AP032524	3,384.00	483	P12987	00130559	03/28/2024
MW OH	INFRASTRUCTURE V012600	FEB PM SERVICES	331801-6740 / 331801-6740 Infrastructure - Streets	AP032524	2,256.00	483	P12987	00130559	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	5,640.00			
MW OH	KAPPE TERRACINA LLC V012436	APRIL - 166 LA JOLLA LEASE PMT	219800-6160 / 105213-6160 Facility Rental	AP032524	39,479.00	APRIL 24		00130560	03/28/2024
					Check Total:	39,479.00			
MW OH	KIMLEY-HORN AND V012601	DRAFT HOUSING ELEMENT PREP SVS	349102-6017 / 749102-6017 Special Studies	AP032524	7,435.00	27408404	P13121	00130561	03/28/2024
					Check Total:	7,435.00			
MW OH	KOA HILLS CONSULTING LLC V011519	02/27-29 CONSULTING SVS	102020-6099 Professional Services	AP032524	568.75	10489	P13026	00130562	03/28/2024
					Check Total:	568.75			
MW OH	KOSMONT TRANSACTIONS V011935	DEC PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP032524	2,626.31	2307.6-008	P13139	00130563	03/28/2024
					Check Total:	2,626.31			
MW OH	KRONOS SAASHR INC. V012554	FEB KRONOS SUBSCRIPTION	101512-6099 Professional Services	AP032524	6,949.20	12215824	P13211	00130564	03/28/2024
					Check Total:	6,949.20			
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CREDIT	103041-6360 Uniforms	AP032524	-76.91	CM41291	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CONNELL	103041-6360 Uniforms	AP032524	34.81	IN800283	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RODRIGUEZ	103041-6360 Uniforms	AP032524	153.82	INV799957	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - INIGUEZ	103043-6360 Uniforms	AP032524	654.27	INV800802	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CHAPMAN	103047-6360 Uniforms	AP032524	145.80	INV800820	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORM - INIGUEZ	103041-6360 Uniforms	AP032524	31.62	INV801992	P13313	00130565	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - PEREZ	103041-6360 Uniforms	AP032524	78.59	INV802099	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MARTINEZ	103041-6360 Uniforms	AP032524	385.82	INV802203	P13313	00130565	03/28/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RUBALCAVA	103047-6360 Uniforms	AP032524	215.55	INV802592	P13313	00130565	03/28/2024
Check Total:					1,623.37				
MW OH	MAESTAS, HENRY EDDIE V012048	3/8- DJ SERVICE	104071-6299 Other Purchased Services	AP032524	200.00	133410		00130566	03/28/2024
Check Total:					200.00				
MW OH	MARTIN, ARMANDO V011735	FEB DEAD ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP032524	600.00	0002466	P13131	00130567	03/28/2024
Check Total:					600.00				
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP032524	8.62	539506/5		00130568	03/28/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP032524	97.51	540085/5		00130568	03/28/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP032524	6.68	540250/5		00130568	03/28/2024
Check Total:					112.81				
MW OH	MINUTEMAN PRESS- V007449	FLYERS - OLD TOWN LIVE EVENT	101511-6301 Special Department Expenses	AP032524	244.69	22-AUG		00130569	03/28/2024
Check Total:					244.69				
MW OH	MURILLO, KRYSTLE V012666	2024 PARMA CONF- LODGING REIMB	104050-6245 Meetings & Conferences	AP032524	610.32	3/18/2024		00130570	03/28/2024
Check Total:					610.32				
MW OH	NAHILL, PATRICIA V011087	PEER REVIEW SVS	102531-6099 / 45069-6099 Professional Services	AP032524	7,200.00	454	P13362	00130571	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	7,200.00				
MW OH	PERIMETER PROTECTION V011153	INSTALL/REPAIR SECURITY CAMERA	A01523-6128 Video Monitoring	AP032524	7,337.50	1148	P13347	00130572	03/28/2024
MW OH	PERIMETER PROTECTION V011153	INSTALL/REPAIR SECURITY CAMERA	A01523-6128 Video Monitoring	AP032524	810.00	1154	P13347	00130572	03/28/2024
				Check Total:	8,147.50				
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING EXPENSES	103041-6250 Staff Training	AP032524	120.94	PPD031424		00130573	03/28/2024
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING EXPENSES	103040-6250 Staff Training	AP032524	81.40	PPD031424		00130573	03/28/2024
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING EXPENSES	103042-6250 Staff Training	AP032524	99.00	PPD031424		00130573	03/28/2024
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING EXPENSES	103043-6250 Staff Training	AP032524	12.00	PPD031424		00130573	03/28/2024
				Check Total:	313.34				
MW OH	PLACEWORKS V012423	FEB PROFESSIONAL SVS	509104-6017 / 509104-6017 Special Studies	AP032524	2,522.60	83184	P13054	00130574	03/28/2024
				Check Total:	2,522.60				
MW OH	PRESTIGE COLLISION AUTO VEHICLE PAINTING - PATROL DURA V010996		109800-6842 / 24801-6842 Vehicles	AP032524	2,453.42	RO 1707		00130575	03/28/2024
				Check Total:	2,453.42				
MW OH	QUADIEN FINANCE USA INØ22 ADD POSTAGE -MAIL MACHINE V011439		109595-6325 Postage	AP032524	4,854.95	03/18/24		00130576	03/28/2024
				Check Total:	4,854.95				
MW OH	RIVERSIDE COUNTY V008065	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP032524	564.00	RCSD32024		00130577	03/28/2024
				Check Total:	564.00				
MW OH	ROSAS, ALMA	DAMAGE DEPOSIT REF. R3635	104071-4385	AP032524	158.00	2003919.002		00130578	03/28/2024

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	V012796		Facility Rental						
				Check Total:	158.00				
MW OH	SAGECREST PLANNING AND V010576	FEB CONSULTING SVS	102532-6290 Dept. Contract Services	AP032524	2,693.80	4585	P13168	00130579	03/28/2024
				Check Total:	2,693.80				
MW OH	SDI PRESENCE LLC V012776	JAN IT MASTER PLAN	109800-6770 / 24902-6770 Infrastructure - Major Studies	AP032524	38,297.50	15142	P13355	00130580	03/28/2024
MW OH	SDI PRESENCE LLC V012776	FEB IT MASTER PLAN	109800-6770 / 24902-6770 Infrastructure - Major Studies	AP032524	17,615.00	15361	P13355	00130580	03/28/2024
				Check Total:	55,912.50				
MW OH	SO CAL LAND MAINTENANCE V011102	FEB LANDSCAPE SVS	104076-6139 Repair/Maint - Parks & Fields	AP032524	30,000.00	11026	P13357	00130581	03/28/2024
MW OH	SO CAL LAND MAINTENANCE V011102	FEB - ADDT' S LANDSCAPE SVS	104076-6139 Repair/Maint - Parks & Fields	AP032524	3,317.02	11088	P13357	00130581	03/28/2024
				Check Total:	33,317.02				
MW OH	SOUTHERN CALIFORNIA V000910	FEB ELECTRIC CHARGES	109595-6330 Electricity	AP032524	6,423.76	032524		00130582	03/28/2024
MW OH	SOUTHERN CALIFORNIA V000910	FEB ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP032524	184.00	032524		00130582	03/28/2024
MW OH	SOUTHERN CALIFORNIA V000910	FEB ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP032524	90.07	032524		00130582	03/28/2024
MW OH	SOUTHERN CALIFORNIA V000910	FEB ELECTRIC CHARGES	296561-6330 Electricity	AP032524	88.86	032524		00130582	03/28/2024
				Check Total:	6,786.69				
MW OH	TALX UC eXpress V002944	3/1-5/31 UNEMPL CLAIMS MGMT	404581-6025 Third Party Administration	AP032524	387.84	2059466872		00130583	03/28/2024
				Check Total:	387.84				
MW OH	THINKSUPPLIES.COM	OFFICE SUPPLIES	103040-6315	AP032524	145.90	70465		00130584	03/28/2024

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	V007047		Office Supplies						
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP032524	217.46	70472		00130584	03/28/2024
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP032524	54.01	70477		00130584	03/28/2024
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	105213-6850 Building & Facilities	AP032524	52.61	B70477-1		00130584	03/28/2024
Check Total:					469.98				
MW OH	WHITE'S DRAPERIES AND V011405	WINDOW COVERINGS/INST	109595-6999 Other Expenditure	AP032524	4,689.52	22824-2	P13353	00130585	03/28/2024
MW OH	WHITE'S DRAPERIES AND V011405	WINDOW COVERINGS/INST	103066-6301 Special Department Expenses	AP032524	5,403.84	22824	P13358	00130585	03/28/2024
Check Total:					10,093.36				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS - CHAMP	103040-6301 Special Department Expenses	AP032524	150.00	5438681958		00130586	03/28/2024
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS - ENZO	103040-6301 Special Department Expenses	AP032524	595.66	5438681959		00130586	03/28/2024
Check Total:					745.66				
MW OH	HUYNH, DAVID V012798	SETTLEMENT - 50% PAYMENT	404582-6210 Liability Claims	AP032824	1,950.00	032824		00130587	03/28/2024
Check Total:					1,950.00				
MW OH	PACIFIC WEST AIR V010710	HVAC REPAIRS - COUNCIL CHAMBER	030654-6130 Repair & Maint/Facilities	AP032824	6,750.00	18570	P13255	00130588	03/28/2024
Check Total:					6,750.00				
MW OH	AHUMADA, SAMUEL V012721	DISP. TRAINING MEALS, MILEAGE	101515-6250 Staff Training	AP040124	23.98	032524		00130589	04/04/2024
Check Total:					23.98				
MW OH	ALBERTSON, THOMAS	DR# 18-1795 ITEM 1 - REFUND	0044-2062	AP040124	7,508.00	18-1795-1		00130590	04/04/2024

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	V012807		Unclaimed Evidence Money						
				Check Total:	7,508.00				
MW OH	ALL CITY MANAGEMENT V000005	3/3-16 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP040124	4,431.60	92055	P12977	00130591	04/04/2024
				Check Total:	4,431.60				
MW OH	ALLDATA V005990	VEHICLE DISGNOSTICS SUBSCR	103658-6136 Software Maintenance	AP040124	1,500.00	INVC03895659		00130592	04/04/2024
				Check Total:	1,500.00				
MW OH	AMTECH ELEVATOR V012616	FEB EMERGENCY REPAIRS	103654-6290 Dept. Contract Services	AP040124	356.00	151401486251	P13013	00130593	04/04/2024
MW OH	AMTECH ELEVATOR V012616	FEB ELEVATOR MAINT SVS	103654-6290 Dept. Contract Services	AP040124	637.50	DVB19417001	P13013	00130593	04/04/2024
				Check Total:	993.50				
MW OH	ANAHEIM ICE V000318	WINTER 2023-24 INSTRUCTOR PMT	104071-6060 Instructional Services	AP040124	830.70	WINTER 2024		00130594	04/04/2024
				Check Total:	830.70				
MW OH	AT & T MOBILITY V008709	3/1-31 IPAD INTERNET CHARGES	109595-6215 Telephone/Internet	AP040124	571.17	X03152024		00130595	04/04/2024
				Check Total:	571.17				
MW OH	AT&T V004144	FEB PHONE CHARGES	296561-6215 Telephone/Internet	AP040124	811.75	032534		00130596	04/04/2024
MW OH	AT&T V004144	FEB PHONE CHARGES	109595-6215 Telephone/Internet	AP040124	7,864.96	032534		00130596	04/04/2024
MW OH	AT&T V004144	FEB-MAR PHONES CHARGES	109595-6215 Telephone/Internet	AP040124	404.78	032824		00130596	04/04/2024
MW OH	AT&T V004144	FEB-MAR PHONES CHARGES	296561-6215 Telephone/Internet	AP040124	518.05	032824		00130596	04/04/2024

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				Check Total:	9,599.54				
MW OH	B & M LAWN & GARDEN V000127	STEEL PROBE FOR IRRIGATION	104076-6130 Repair & Maint/Facilities	AP040124	31.42	632334		00130597	04/04/2024
				Check Total:	31.42				
MW OH	BEARCOM V012794	FD BEARCOM EQUIPMENT	103066-6136 Software Maintenance	AP040124	4,338.98	5695706	P13370	00130598	04/04/2024
				Check Total:	4,338.98				
MW OH	CABINET MAGIC INC V012617	CABINETS & INSTALLATION	795301-6850 Building & Facilities	AP040124	8,450.00	100501	P13023	00130599	04/04/2024
				Check Total:	8,450.00				
MW OH	CALIFORNIA DEPARTMENT V011462	2023 UNDERGROUND TANK FEE	103658-6257 Licenses & Permits	AP040124	1,869.30	L0025521428		00130600	04/04/2024
				Check Total:	1,869.30				
MW OH	CHARTER COMMUNICATIONS V004450	3/14-4/13 PD FIBER INTERNET	109595-6215 Telephone/Internet	AP040124	619.00	0528002031424		00130601	04/04/2024
MW OH	CHARTER COMMUNICATIONS V004450	3/16-4/15 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP040124	289.97	0570178031624		00130601	04/04/2024
MW OH	CHARTER COMMUNICATIONS V004450	3/14-4/13 WHITTEN INTERNET	109595-6215 Telephone/Internet	AP040124	148.94	0619546031424		00130601	04/04/2024
MW OH	CHARTER COMMUNICATIONS V004450	3/14-4/13 CITY YARD STORAGE IN	109595-6215 Telephone/Internet	AP040124	358.89	0717647031424		00130601	04/04/2024
				Check Total:	1,416.80				
MW OH	CHARTER COMMUNICATIONS V012060	3/24-4/20 BWC INTERNET	109595-6215 Telephone/Internet	AP040124	1,308.94	11980240103212		00130602	04/04/2024
				Check Total:	1,308.94				
MW OH	CITY OF ANAHEIM V010186	2/14-15 SHARED TS ELECTRIC COS	109595-6330 Electricity	AP040124	202.20	032824		00130603	04/04/2024

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				Check Total:	202.20				
MW OH	COMLOCK V003166	LOCKS FOR PARK GATES	104076-6130 Repair & Maint/Facilities	AP040124	122.83	847818		00130604	04/04/2024
MW OH	COMLOCK V003166	KEYS - GOMEZ PARKS	104076-6130 Repair & Maint/Facilities	AP040124	184.46	847895		00130604	04/04/2024
				Check Total:	307.29				
MW OH	COUNTY OF ORANGE V008881	MAR OCATS CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP040124	1,104.51	SH 68128	P13022	00130605	04/04/2024
				Check Total:	1,104.51				
MW OH	CREATIVE BRAIN LEARNING V012560	WINTER 2023-24 INSTRUCTOR PMT	104071-6060 Instructional Services	AP040124	364.00	WINTER 2024		00130606	04/04/2024
				Check Total:	364.00				
MW OH	DESSERTS AND MORE V012800	ICE CREAM - RIBBON CUTTING	104071-6301 Special Department Expenses	AP040124	800.00	0761		00130607	04/04/2024
				Check Total:	800.00				
MW OH	ENVIRONMENTAL MOLD LL V012521	MOLD TEST CLEARANCE	784070-6999 Other Expenditure	AP040124	1,150.00	03122024		00130608	04/04/2024
				Check Total:	1,150.00				
MW OH	EXPRESS SIGN & NEON V012561	STREET NAME SIGNS	109800-6740 / 24104-6740 Infrastructure - Streets	AP040124	101,445.75	CIPL031424-01	P13222	00130609	04/04/2024
				Check Total:	101,445.75				
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	97.34	102-205312	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	67.62	102-205953	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	5.43	102-206091	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134	AP040124	151.80	102-206457	P13045	00130610	04/04/2024

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	47.70	102-206502	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	72.84	102-206674	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	6.24	102-206677	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	63.87	102-206896	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	66.60	102-206966	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	223.50	102-207002	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	109.98	102-207378	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	95.13	12-5793292	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	13.71	12-5797361	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	122.86	12-5799684	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	49.46	12-5800491	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	28.55	12-5806457	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	85.49	12-5811534	P13045	00130610	04/04/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	525.50	12-5818351	P13045	00130610	04/04/2024

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MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES - VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP040124	85.49	164-320651	P13045	00130610	04/04/2024
					Check Total:	1,919.11			
MW OH	FLORES-ETKIN, CLAUDIA V012801	PD TRAINING MEALS, MILEAGE	103047-6250 Staff Training	AP040124	133.55	FLORESERKIN4		00130611	04/04/2024
					Check Total:	133.55			
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP040124	230.02	027306760		00130612	04/04/2024
					Check Total:	230.02			
MW OH	GEOCON WEST INC V011765	FEB GEOTECHNICAL ENG SVS	109800-6850 / 105213-6850 Building & Facilities	AP040124	650.00	724020031	P13077	00130613	04/04/2024
					Check Total:	650.00			
MW OH	GIBBONEY, MELISSA V012297	DOOR DASH FEE REIMB.	101515-6301 Special Department Expenses	AP040124	29.97	3/25/2024		00130614	04/04/2024
					Check Total:	29.97			
MW OH	GILLIS, JOSEPH V008160	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP040124	260.53	GILLIS32824		00130615	04/04/2024
					Check Total:	260.53			
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	296561-6335 Water	AP040124	3,700.62	032824		00130616	04/04/2024
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 Water	AP040124	1,460.02	032824		00130616	04/04/2024
					Check Total:	5,160.64			
MW OH	GRIGOLLA & SONS V012580	RETENTION	791302-2046 Retentions Payable	AP040124	5,495.47	965		00130617	04/04/2024
					Check Total:	5,495.47			
MW OH	HALO CONFIDENTIAL	MAR BACKGROUND & TRAINING	103040-6290	AP040124	1,150.00	0231T	P12939	00130618	04/04/2024

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	V011712		Dept. Contract Services						
				Check Total:	1,150.00				
MW OH	HAZ PARTY RENTALS V000462	EASTER EGGCITEMENT RENTALS	104071-6099 Professional Services	AP040124	1,680.32	46814		00130619	04/04/2024
				Check Total:	1,680.32				
MW OH	HERC RENTALS INC V010786	PRESSURE WASHER RENT	104076-6139 Repair/Maint - Parks & Fields	AP040124	341.95	34447004-001		00130620	04/04/2024
				Check Total:	341.95				
MW OH	HERRMANN, ROBERT V012797	OVERPMT REFUND BL083173600	100000-4101 Business License Fees	AP040124	1,817.15	032724		00130621	04/04/2024
				Check Total:	1,817.15				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SUPPLIES	103652-6310 Street Signs	AP040124	1,658.43	154664		00130622	04/04/2024
				Check Total:	1,658.43				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040124	458.34	9399945		00130623	04/04/2024
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040124	9.69	9403104		00130623	04/04/2024
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	104076-6130 Repair & Maint/Facilities	AP040124	97.83	9418031		00130623	04/04/2024
				Check Total:	565.86				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP040124	151.08	0014634958-001	P13272	00130624	04/04/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP040124	70.41	0014643055-001	P13272	00130624	04/04/2024
				Check Total:	221.49				
MW OH	INIGUEZ, NATHAN	1ST AID TRAINING KIT REIMB.	763041-6301	AP040124	97.86	030924		00130625	04/04/2024

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	V011077		Special Department Expenses						
				Check Total:	97.86				
MW OH	JMDIAZ INC V011920	FEB ENG. & RAILROAD SVS	103551-6017 Special Studies	AP040124	1,455.00	003-24-048	P13280	00130626	04/04/2024
				Check Total:	1,455.00				
MW OH	LEGION CONTRACTORS V012614	FEB CONSTRUCTION SVS	797902-2046 Retentions Payable	AP040124	-1,966.83	24011221		00130627	04/04/2024
MW OH	LEGION CONTRACTORS V012614	FEB CONSTRUCTION SVS	637902-2046 Retentions Payable	AP040124	-4,000.00	24011221		00130627	04/04/2024
MW OH	LEGION CONTRACTORS V012614	FEB CONSTRUCTION SVS	697902-2046 Retentions Payable	AP040124	-1,482.49	24011221		00130627	04/04/2024
MW OH	LEGION CONTRACTORS V012614	FEB CONSTRUCTION SVS	697902-6760 / 697902-6760 Infrastructure - Parks	AP040124	29,649.91	24011221	P13007	00130627	04/04/2024
MW OH	LEGION CONTRACTORS V012614	CONSTRUCTION SVS	637902-6720 / 637902-6720 Buildings	AP040124	80,000.00	24011221	P13007	00130627	04/04/2024
MW OH	LEGION CONTRACTORS V012614	FEB CONSTRUCTION SVS	797902-6760 / 797902-6760 Infrastructure - Parks	AP040124	39,336.57	24011221	P13007	00130627	04/04/2024
				Check Total:	141,537.16				
MW OH	LIEBERT CASSIDY V000597	FEB PROFESSIONAL SVS	101512-6255 Dues & Memberships	AP040124	174.00	261837		00130628	04/04/2024
MW OH	LIEBERT CASSIDY V000597	FEB PROFESSIONAL SVS	101512-6255 Dues & Memberships	AP040124	5,495.50	262462		00130628	04/04/2024
MW OH	LIEBERT CASSIDY V000597	FEB PROFESSIONAL SVS	101512-6255 Dues & Memberships	AP040124	2,060.50	262484		00130628	04/04/2024
				Check Total:	7,730.00				
MW OH	LN CURTIS & SONS V011267	PD UNIFORM PATCHES	103041-6360 Uniforms	AP040124	348.08	INV803616	P13313	00130629	04/04/2024
				Check Total:	348.08				

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MW OH	LSA ASSOCIATES INC. V000604	FEB CEQA DOCUMENTATION - TOD	742531-6099 Professional Services	AP040124	8,996.99	192690	P13159	00130630	04/04/2024
					Check Total:	8,996.99			
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP040124	70.30	MAC040124		00130631	04/04/2024
					Check Total:	70.30			
MW OH	MAKENA SOLUTIONS LLC V009574	WINTER 2023-24 INSTRUCTOR PMT	104071-6060 Instructional Services	AP040124	483.00	WINTER 2024		00130632	04/04/2024
					Check Total:	483.00			
MW OH	MARTIN, ARMANDO V011735	DEC DEAD ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP040124	600.00	0002380	P13131	00130633	04/04/2024
					Check Total:	600.00			
MW OH	MC FADDEN-DALE V000635	PW FACILITIES SUPPLIES	103658-6301 Special Department Expenses	AP040124	38.46	534436/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	127.58	535705/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	139.21	536180/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	7.33	540493/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	26.65	540702/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	1.36	540716/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	406.43	540941/5		00130634	04/04/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6301 Special Department Expenses	AP040124	-228.16	540951/5		00130634	04/04/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	518.86				
MW OH	MIDAMERICA V008972	Q4-2023 401A ADMIN FEES	395083-6025 Third Party Administration	AP040124	55.00	0247129		00130635	04/04/2024
				Check Total:	55.00				
MW OH	NEW HEIGHTS ROOFING V012805	OVERPMT PERMIT #B24-1292	0044-2040 Special Deposits	AP040124	17.00	040124		00130636	04/04/2024
				Check Total:	17.00				
MW OH	NORTH NET TRAINING V012187	JAN-MAR TRAINING FEE	103066-6250 Staff Training	AP040124	1,410.85	2398		00130637	04/04/2024
				Check Total:	1,410.85				
MW OH	ORANGE COUNTY V000698	Q1 2023-24 OCHA FOG/BMP INSP	103593-6099 Professional Services	AP040124	100.65	62734		00130638	04/04/2024
				Check Total:	100.65				
MW OH	ORANGE COUNTY V007306	Q3 -ANIMAL SHELTER CONST	103045-6130 Repair & Maint/Facilities	AP040124	15,385.63	AC2490060	P13039	00130639	04/04/2024
				Check Total:	15,385.63				
MW OH	OXNARD POLICE V012804	POLICE EXPLORER COMPETITION	763041-6301 Special Department Expenses	AP040124	200.00	DEPOSIT		00130640	04/04/2024
				Check Total:	200.00				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP040124	417.21	1020279747		00130641	04/04/2024
				Check Total:	417.21				
MW OH	PATH V011455	MAR NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP040124	137,333.33	800-24.03	P12993	00130642	04/04/2024
				Check Total:	137,333.33				
MW OH	PERDOMO, ROSBETH V012802	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP040124	169.73	PERDOMO3272		00130643	04/04/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	169.73				
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP040124	273.24	C69170		00130644	04/04/2024
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP040124	257.08	C69226		00130644	04/04/2024
				Check Total:	530.32				
MW OH	PRUDENTIAL OVERALL V000836	3/20 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP040124	178.14	62897523	P12973	00130645	04/04/2024
				Check Total:	178.14				
MW OH	RHA LANDSCAPE V011993	1/26-2/25 LA PLACITA PARKETTE	507911-6760 / 507911-6760 Infrastructure - Parks	AP040124	950.00	01312102	P13100	00130646	04/04/2024
				Check Total:	950.00				
MW OH	ROMERO, MARYIRENE V012803	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP040124	169.73	ROMERO32724		00130647	04/04/2024
				Check Total:	169.73				
MW OH	ROTARY CLUB OF V003446	Q2 MEMBERSHIP - KRAHLING	103040-6255 Dues & Memberships	AP040124	90.00	5835		00130648	04/04/2024
				Check Total:	90.00				
MW OH	RUGGLES, JESSICA V012640	WINTER '23-24 INSTRUCTOR -PILA	104071-6060 Instructional Services	AP040124	1,104.00	WINTER 2024-		00130649	04/04/2024
MW OH	RUGGLES, JESSICA V012640	WINTER '23-24 INSTRUCTOR -YOGA	104071-6060 Instructional Services	AP040124	376.20	WINTER 2024-		00130649	04/04/2024
				Check Total:	1,480.20				
MW OH	RYDIN DECAL V005931	SALES TAX FOR PAST INVOICES	103047-6230 Printing & Binding	AP040124	1,016.45	PS-INV116229		00130650	04/04/2024
				Check Total:	1,016.45				
MW OH	SCA OF CA LLC	DEC STREET SWEEPING	374386-6290	AP040124	14,073.54	2512181DS	P13119	00130651	04/04/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012501		Dept. Contract Services						
				Check Total:	14,073.54				
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHTING MATERIALS/SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040124	363.77	8364		00130652	04/04/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	GFI RECEPTACLES REPLACEMENT	103654-6130 Repair & Maint/Facilities	AP040124	1,186.24	8388		00130652	04/04/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHTING MATERIALS/SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040124	313.15	8528		00130652	04/04/2024
				Check Total:	1,863.16				
MW OH	SMITH, DONNA V001269	WINTER '23-24 INSTRUCTOR	104071-6060 Instructional Services	AP040124	807.30	WINTER 2024		00130653	04/04/2024
				Check Total:	807.30				
MW OH	SO CAL GAS V000909	FEB-MAR GAS CHARGES	109595-6340 Natural Gas	AP040124	1,667.88	032824		00130654	04/04/2024
				Check Total:	1,667.88				
MW OH	SOUTH COAST AQMD V001190	PERMIT AND EMISSION FEES	103654-6257 Licenses & Permits	AP040124	504.91	4288330		00130655	04/04/2024
MW OH	SOUTH COAST AQMD V001190	PERMIT AND EMISSION FEES	103654-6257 Licenses & Permits	AP040124	168.37	4290006		00130655	04/04/2024
				Check Total:	673.28				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	296561-6330 Electricity	AP040124	1,989.35	032824		00130656	04/04/2024
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 Electricity	AP040124	4,129.05	032824		00130656	04/04/2024
				Check Total:	6,118.40				
MW OH	STERICYCLE INC V012074	CREDIT -PAPER SHREDDING SVS	374386-6299 Other Purchased Services	AP040124	-780.37	128059-CREDITP13129		00130657	04/04/2024
MW OH	STERICYCLE INC	CREDIT - PAPER SHREDDING SVS	374386-6299	AP040124	-186.24	129944-CREDITP13129		00130657	04/04/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012074		Other Purchased Services						
MW OH	STERICYCLE INC V012074	NOV PAPER SHREDDING SVS	374386-6299 Other Purchased Services	AP040124	1,695.11	8005540417	P13129	00130657	04/04/2024
MW OH	STERICYCLE INC V012074	DEC PAPER SHREDDING SVS	374386-6299 Other Purchased Services	AP040124	908.92	8005842033	P13129	00130657	04/04/2024
MW OH	STERICYCLE INC V012074	JAN PAPER SHREDDING SVS	374386-6299 Other Purchased Services	AP040124	2,171.74	8006155862	P13129	00130657	04/04/2024
Check Total:					3,809.16				
MW OH	SUPERIOR ROOFING V011607	ROOFING BOND REFUND 30-23-498	0044-2033 Construction & Demo Deposit	AP040124	1,000.00	B23-3052		00130658	04/04/2024
Check Total:					1,000.00				
MW OH	T-MOBILE V004339	3/1-31 HVAC CONTROLLER INTERNE	109595-6215 Telephone/Internet	AP040124	622.24	MARCH-24		00130659	04/04/2024
Check Total:					622.24				
MW OH	THE SAUCE CREATIVE V010105	HIRING BANNER	104071-6301 Special Department Expenses	AP040124	264.44	6756		00130660	04/04/2024
MW OH	THE SAUCE CREATIVE V010105	PALM QUARTERLY SPRING 2024	104070-6230 Printing & Binding	AP040124	11,336.55	6760	P13364	00130660	04/04/2024
MW OH	THE SAUCE CREATIVE V010105	PALM QUARTERLY SPRING 2024	104071-6099 Professional Services	AP040124	6,450.00	6760	P13364	00130660	04/04/2024
Check Total:					18,050.99				
MW OH	THRIVE 7 MARTIAL ARTS V012742	WINTER '23-24 INSTRUCTOR PMT	104071-6060 Instructional Services	AP040124	438.75	WINTER 2024		00130661	04/04/2024
Check Total:					438.75				
MW OH	TRILLIUM CNG (1720) V007952	FEB CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP040124	136.51	24343670		00130662	04/04/2024
Check Total:					136.51				
MW OH	TRINIDAD ENTERPRISES INC	MARBLE COUNTERTOP - PD CONF	095301-6850	AP040124	1,800.00	031924		00130663	04/04/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012799		Building & Facilities						
				Check Total:	1,800.00				
MW OH	ULINE V006583	STORAGE CABINET - PSC BUILDING	109800-6850 / 105213-6850 Building & Facilities	AP040124	2,351.09	175757104		00130664	04/04/2024
				Check Total:	2,351.09				
MW OH	VERIZON WIRELESS V008735	2/21-3/20 PD DEVICES INTERNET	109595-6215 Telephone/Internet	AP040124	4,640.38	9959650158		00130665	04/04/2024
MW OH	VERIZON WIRELESS V008735	2/21-3/20 IPAD CHARGES	109595-6215 Telephone/Internet	AP040124	283.59	9959650159		00130665	04/04/2024
MW OH	VERIZON WIRELESS V008735	2/21-3/20 COUNCIL IPAD CHARGES	109595-6215 Telephone/Internet	AP040124	180.87	9959650160		00130665	04/04/2024
				Check Total:	5,104.84				
MW OH	WEST GROVE VOLLEYBALL V011359	WINTER '23-24 INSTRUCTOR	104071-6060 Instructional Services	AP040124	569.40	WINTER 2024		00130666	04/04/2024
				Check Total:	569.40				
MW OH	YORBA LINDA WATER V006633	FEB SEWER CHARGES	484356-6297 Billing Services	AP040124	1,068.33	559276		00130667	04/04/2024
				Check Total:	1,068.33				
				Type Total:	1,020,271.95				
				Check Total:	1,020,271.95				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 446,369.40

Check Totals by ID

AP	446,369.40
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 446,369.40

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	31,663.96
501-Refuse Administration (0037)	353,640.12
601-Employee Health & Wlfre (0039)	61,065.32
Check Total:	446,369.40

ACH Payroll Direct Deposit for 04/05/2024: 618,332.05

Electronic Disbursement Total: 1,067,701.45

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

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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	FEB REFUSE COLLECTION SVS	374386-6101 Disposal	ACH032724	353,640.12	676-005503142	P13107	00018442	03/28/2024
					Check Total:	353,640.12			
MW OH	CALIFORNIA PUBLIC V006234	APR FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH032824	31,002.61	APR 2024		00018443	03/28/2024
MW OH	CALIFORNIA PUBLIC V006234	APR FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH032824	661.35	APR 2024		00018443	03/28/2024
					Check Total:	31,663.96			
MW OH	ALDWIR, MAMOUN E000113	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR-24		00018444	03/28/2024
					Check Total:	870.44			
MW OH	ANDERSON, MARLA E000071	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018445	03/28/2024
					Check Total:	527.78			
MW OH	ARMSTRONG, JOHN T E000046	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,137.00	APR-24		00018446	03/28/2024
					Check Total:	1,137.00			
MW OH	AUDISS, JAY SCOTT E000125	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	2,256.00	APR-24		00018447	03/28/2024
					Check Total:	2,256.00			
MW OH	BABCOCK, CHARLES A E000015	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	308.00	APR-24		00018448	03/28/2024
					Check Total:	308.00			
MW OH	BEALS, SHARLENE E000076	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR-24		00018449	03/28/2024
					Check Total:	185.39			
MW OH	BERMUDEZ, ALBERT	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	547.69	APR-24		00018450	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000124		Health Insurance Premiums						
				Check Total:	547.69				
MW OH	BUNNELL, DONALD E000062	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018451	03/28/2024
				Check Total:	527.78				
MW OH	BURGNER, ARTHUR E000074	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018452	03/28/2024
				Check Total:	527.78				
MW OH	BUSSE, MICHAEL E000131	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,612.85	APR-24		00018453	03/28/2024
				Check Total:	1,612.85				
MW OH	CHANDLER, JOHN P E000109	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,879.80	APR-24		00018454	03/28/2024
				Check Total:	1,879.80				
MW OH	CHANG, ROBERT E000107	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,282.00	APR-24		00018455	03/28/2024
				Check Total:	1,282.00				
MW OH	COBBETT, GEOFFREY E000007	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018456	03/28/2024
				Check Total:	527.78				
MW OH	COOK, ARLENE M E000018	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018457	03/28/2024
				Check Total:	527.78				
MW OH	D'AMATO, ROBERT E000056	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR-24		00018458	03/28/2024
				Check Total:	185.39				
MW OH	DAVID, PRESTON	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	527.78	APR-24		00018459	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000112		Health Insurance Premiums						
				Check Total:	527.78				
MW OH	DAVIS, CAROLYN E000005	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR-24		00018460	03/28/2024
				Check Total:	185.39				
MW OH	DEAN, ANDREW E000135	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,815.00	APR-24		00018461	03/28/2024
				Check Total:	1,815.00				
MW OH	DELOS SANTOS, JAMIE E000045	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	229.55	APR-24		00018462	03/28/2024
				Check Total:	229.55				
MW OH	DICKSON, ROBERTA JO E000011	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR-24		00018463	03/28/2024
				Check Total:	185.39				
MW OH	DOWNNEY, CAROL E000082	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018464	03/28/2024
				Check Total:	527.78				
MW OH	ECKENRODE, NORMAN E000029	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018465	03/28/2024
				Check Total:	527.78				
MW OH	ESCOBOSA, LILLIAN E000055	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	291.15	APR-24		00018466	03/28/2024
				Check Total:	291.15				
MW OH	ESPINOZA, ROSALINDA E000016	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	565.00	APR-24		00018467	03/28/2024
				Check Total:	565.00				
MW OH	FRICKE, JUERGEN	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	873.00	APR-24		00018468	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000075		Health Insurance Premiums						
				Check Total:	873.00				
MW OH	FULLER, GLENN H E000081	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	873.00	APR-24		00018469	03/28/2024
				Check Total:	873.00				
MW OH	GALLANT, KAREN E000008	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018470	03/28/2024
				Check Total:	527.78				
MW OH	GARNER, JO ANN E000047	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR-24		00018471	03/28/2024
				Check Total:	185.39				
MW OH	GARNER, KITTY E000080	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR-24		00018472	03/28/2024
				Check Total:	870.44				
MW OH	GRIMM, DENNIS L E000042	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	308.00	APR-24		00018473	03/28/2024
				Check Total:	308.00				
MW OH	HOLTSCRAW, KATHERINE E000121	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	565.00	APR-24		00018474	03/28/2024
				Check Total:	565.00				
MW OH	IRVINE, SUZETTE E000019	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018475	03/28/2024
				Check Total:	527.78				
MW OH	JENKINS, ROBERT E000084	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	739.30	APR-24		00018476	03/28/2024
				Check Total:	739.30				
MW OH	JOHNSON, SHARON	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	185.39	APR-24		00018477	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000099		Health Insurance Premiums						
				Check Total:	185.39				
MW OH	JONES, ROBERT E000053	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	184.72	APR-24		00018478	03/28/2024
				Check Total:	184.72				
MW OH	JUAREZ, JANET E000134	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	184.72	APR-24		00018479	03/28/2024
				Check Total:	184.72				
MW OH	JUDD, TERRELL E000115	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR-24		00018480	03/28/2024
				Check Total:	870.44				
MW OH	KIRKLAND, RICHARD L E000110	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	184.72	APR24		00018481	03/28/2024
				Check Total:	184.72				
MW OH	LITTLE, DIANE M E000098	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	291.15	APR24		00018482	03/28/2024
				Check Total:	291.15				
MW OH	LOOMIS, CORINNE E000122	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	565.00	APR24		00018483	03/28/2024
				Check Total:	565.00				
MW OH	LOWREY, B J E000041	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	308.00	APR24		00018484	03/28/2024
				Check Total:	308.00				
MW OH	MAERTZWEILER, MICHAEL E000032	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR24		00018485	03/28/2024
				Check Total:	527.78				
MW OH	MILANO, JAMES	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	527.78	APR24		00018486	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000054		Health Insurance Premiums						
				Check Total:	527.78				
MW OH	MILLER, RICHARD E000106	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,137.00	APR24		00018487	03/28/2024
				Check Total:	1,137.00				
MW OH	NAJERA, JOSEPH D. E000136	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	565.00	APR24		00018488	03/28/2024
				Check Total:	565.00				
MW OH	OLEA, ARLENE J E000014	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR24		00018489	03/28/2024
				Check Total:	527.78				
MW OH	PALMER, GEORGE E000094	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	873.00	APR24		00018490	03/28/2024
				Check Total:	873.00				
MW OH	PASCARELLA, RICHARD E000129	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	2,095.45	APR24		00018491	03/28/2024
				Check Total:	2,095.45				
MW OH	PASCUA, RAYNALD E000114	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,720.00	APR24		00018492	03/28/2024
				Check Total:	1,720.00				
MW OH	PASPALL, MIHAJLO E000085	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	526.44	APR24		00018493	03/28/2024
				Check Total:	526.44				
MW OH	PEREZ, ROBERT E000111	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	184.72	APR24		00018494	03/28/2024
				Check Total:	184.72				
MW OH	PICHON, WALTER	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	291.15	APR24		00018495	03/28/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000103		Health Insurance Premiums						
				Check Total:	291.15				
MW OH	PINEDA, MATEO E000127	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	492.58	APR24		00018496	03/28/2024
				Check Total:	492.58				
MW OH	PISCHEL, STEPHEN E000130	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR24		00018497	03/28/2024
				Check Total:	870.44				
MW OH	POINT, ERIC E000133	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	2,256.00	APR24		00018498	03/28/2024
				Check Total:	2,256.00				
MW OH	REDIFER, KIM R E000022	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	873.00	APR24		00018499	03/28/2024
				Check Total:	873.00				
MW OH	RENDEN, BRIAN E000083	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	526.44	APR24		00018500	03/28/2024
				Check Total:	526.44				
MW OH	REYES, ROGER T E000024	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR24		00018501	03/28/2024
				Check Total:	527.78				
MW OH	REYNOLDS, MATTHEW E000132	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	565.00	APR24		00018502	03/28/2024
				Check Total:	565.00				
MW OH	RICE, RUSSELL J E000059	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,385.00	APR24		00018503	03/28/2024
				Check Total:	1,385.00				
MW OH	RIVERA, AIDA	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	185.39	APR24		00018504	03/28/2024

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Check Register
For 04/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000026		Health Insurance Premiums						
				Check Total:	185.39				
MW OH	ROACH, MICHAEL E000105	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,879.80	APR24		00018505	03/28/2024
				Check Total:	1,879.80				
MW OH	ROBB, SANDRA E000043	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR24		00018506	03/28/2024
				Check Total:	185.39				
MW OH	ROSE, RICHARD D E000050	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR24		00018507	03/28/2024
				Check Total:	870.44				
MW OH	RUIZ, ARNULFO E000138	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,287.00	APR24		00018508	03/28/2024
				Check Total:	1,287.00				
MW OH	SALE, LEE R E000031	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR24		00018509	03/28/2024
				Check Total:	527.78				
MW OH	SANCHEZ, LAURA E000058	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	185.39	APR24		00018510	03/28/2024
				Check Total:	185.39				
MW OH	SCHLIEDER, BEVERLY E000120	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR-24		00018511	03/28/2024
				Check Total:	870.44				
MW OH	SMITH, WARD E000128	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	722.70	APR-24		00018512	03/28/2024
				Check Total:	722.70				
MW OH	SOTO, PHILIP J	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	527.78	APR-24		00018513	03/28/2024

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Check Register
For 04/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000052		Health Insurance Premiums						
				Check Total:	527.78				
MW OH	SPRAGUE, GARY A E000064	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,679.00	APR-24		00018514	03/28/2024
				Check Total:	1,679.00				
MW OH	STEPHEN, JEFFREY E000119	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	870.44	APR-24		00018515	03/28/2024
				Check Total:	870.44				
MW OH	TAYLOR, DAVID M E000088	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	578.00	APR-24		00018516	03/28/2024
				Check Total:	578.00				
MW OH	TAYLOR, LINDA E000126	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	565.00	APR-24		00018517	03/28/2024
				Check Total:	565.00				
MW OH	THOMANN, DARYLL L E000101	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018518	03/28/2024
				Check Total:	527.78				
MW OH	TRIFOS, WILLIAM E000104	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	873.00	APR-24		00018519	03/28/2024
				Check Total:	873.00				
MW OH	VALENTINE, THOMAS E000118	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,879.80	APR-24		00018520	03/28/2024
				Check Total:	1,879.80				
MW OH	VERSTYNEN, WILLIAM E000092	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	184.72	APR-24		00018521	03/28/2024
				Check Total:	184.72				
MW OH	WAHL, KATHLEEN A	APR MEDICAL REIMBURSEMENT	395083-5161	RETAPR24	185.39	APR-24		00018522	03/28/2024

City of Placentia
Check Register
For 04/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000030		Health Insurance Premiums						
				Check Total:	185.39				
MW OH	WIEST, STEPHEN E000079	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	527.78	APR-24		00018523	03/28/2024
				Check Total:	527.78				
MW OH	WORDEN, LARRY M E000116	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	578.00	APR-24		00018524	03/28/2024
				Check Total:	578.00				
MW OH	YAMAGUCHI, BRIAN E000123	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,612.85	APR-24		00018525	03/28/2024
				Check Total:	1,612.85				
MW OH	ZINN, JOHN E000009	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETAPR24	1,287.00	APR-24		00018526	03/28/2024
				Check Total:	1,287.00				
				Type Total:	446,369.40				
				Check Total:	446,369.40				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **2023 CITYWIDE ENGINEERING AND TRAFFIC SPEED SURVEY**

FISCAL
IMPACT: There is no direct fiscal impact associated with the recommended action.

SUMMARY:

Placentia Municipal Code 13.28.010 designates the prima facie speed limit of speed zones based upon the 2013 Engineering and Traffic Survey (E&TS). The State of California Vehicle Code (CVC) requires that an Engineering and Traffic Survey (speed survey) be conducted at least every ten years, and the survey's result be followed in establishing or adjusting the posted speed limit on streets where radar would be used as an enforcement tool by ordinance. Staff retained the traffic consultant Lin Consulting, Inc., to conduct the 2023 Engineering and Traffic Survey. Based upon the findings of the survey, and the professional engineering judgement of the City's Transportation Manager/Traffic Engineer, the current posted speed limits are recommended to remain unchanged throughout the City.

RECOMMENDATION:

It is recommended that the City Council approve and file the 2023 Engineering and Traffic Survey.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

Placentia Municipal Code 13.28.010 designates the prima facie speed limit of speed zones based upon the 2013 Engineering and Traffic Survey (E&TS). The State of California Vehicle Code (CVC) requires that an Engineering and Traffic Survey (speed survey) be conducted at least every ten years, and the survey's result be followed in establishing or adjusting the posted speed limit on streets where radar would be used as an enforcement tool by ordinance. Speed limits are normally set near the 85th percentile speed that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. Essentially, if 85% of the vehicles traveling along a given street segment are moving at 40 miles per hour, then the prima facie speed limit becomes 40 miles per hour (MPH). As with most traffic laws, speed limits need to depend on the voluntary compliance of most motorists.

Speed limits cannot be set arbitrarily low, as this would create a situation where most drivers would violate the law.

California Speed Trap Law (CVC Section 40802) requires that speed limits be justified by an Engineering and Traffic survey conducted within five years prior to the date of the alleged violation. The survey is used for enforcement of the speed limit involving the use of radar or any other electronic device that measures the speed of moving objects. The speed survey consists of measuring the speed of traffic flow along designated corridors. It is clearly stated in the CVC Section 627 that the intent of the speed measurement is to determine the actual speed of unimpeded traffic. The speed of traffic should not be altered by concentrated law enforcement or other means, just prior to or while taking the speed measurements. Therefore, Staff should not and cannot use police speed trailers or any other traffic calming devices, such as speed feedback signs, in the vicinity of speed survey points and try to alter the speed survey results. If it appears the survey was altered, the speeding citations issued by police will not stand in court, and the posted speed limit will not be enforceable.

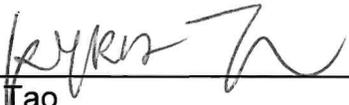
Staff retained the traffic consultant Lin Consulting, Inc., to conduct the 2023 Engineering and Traffic Survey. Speed surveys were collected in October and November 2023 for 73 different speed zones throughout the City. Speed limits can be rounded up or down to the nearest 5 MPH. For instance, if the prima facie speed limit on a given street segment is 37 MPH the traffic engineer may round up the speed limit to 40 MPH or round down to 35 MPH based upon their professional judgement. For the basis of this report, speed limits were rounded down to maintain slower traffic speeds throughout the community rather than increasing speed limits. As such, based upon the findings of the survey, the current posted speed limits are adequate, and no changes to existing speed limits are recommended. On March 18, 2024, the Streetscape and Transportation Advisory Commission reviewed the traffic survey report and concurred with Staff's findings that the speed limits should remain unchanged for the next ten years. Accordingly, the Commission recommended that the City Council approve the 2023 Engineering and Traffic Survey and maintain the City's current speed limits.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

Prepared by:

Reviewed and approved:

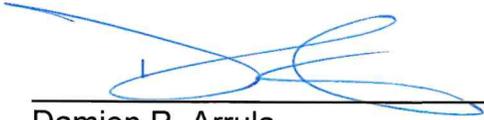


Kyra Tao
Transportation Manager



Luis Estevez
Deputy City Administrator

Reviewed and approved:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a solid black horizontal line.

Damien R. Arrula
City Administrator

Attachment:
2023 Engineering and Traffic Survey Report

2023 Engineering and Traffic Survey

PLACENTIA, CA

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

Prepared by:
LIN Consulting, Inc.

For:
City of Placentia

March 13, 2024

City of Placentia 2023 Engineering and Traffic Survey

February 2024, Prepared by LIN Consulting, Inc.

This Engineering and Traffic Survey has been prepared under the direction of the following registered engineers. The registered Civil Engineer attests to the technical information contained herein and have judged the qualifications of any technical specialists providing engineering data upon which recommendations, conclusions and decisions are based.

M. A. Q.

Mohammad Qureshi, P.E., T.E.

LIN Consulting



Approved:

Kyra Tao

Kyra Tao, P.E.

Transportation Manager

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1.0 EXECUTIVE SUMMARY

The intent of this Engineering and Traffic Survey (E&TS) is to establish and review prima facie speed limit zones set on certain public roadways within the jurisdiction of the City of Placentia (City). Through this process, the E&TS goal is to obtain voluntary compliance in appropriately determined speed limits by gaining public confidence in a fair process, while also considering overall roadway safety with limited need for regular enforcement.

This E&TS meets the criteria set forth and establishes these speed limits in compliance with California Vehicle Code (CVC) 40802. In coordination with the City of Placentia, it was determined that 73 segments were candidates for speed zone surveys.

CVC provides the legal framework for cities and counties to enact local speed limit zones within their jurisdiction. California law states that speed limits are based upon an E&TS that includes prevailing speeds, accident records, and highway, traffic and roadside conditions not readily apparent to the drivers as well as other factors as defined in CVC 627. The E&TS also satisfies the requirements set forth in CVC 40802, which defines a “speed trap”: a practice that is prohibited by State law whereby a speed limit is set arbitrarily low on streets other than streets classified as “local” streets. Furthermore, CVC prohibits speed reductions based on conditions that are already apparent to a reasonable driver. State law also governs how speed limits may be rounded to the nearest 5 mph increment based upon prevailing speeds.

Based on the findings in this E&TS for each speed zone, it is recommended that posted speeds remain as currently established and posted.

A summary of all recommended speed zones surveyed are provided by location in **Table 1-1**.

Table 1-1. Speed Zone Recommendations

No.	Street Name	From	to	Existing Posted Speed Limit (mph)	85th % Speed (mph)	85th % Speed Rounded (mph)	Recommended Posted Speed (mph)	Reason for Recommended Speed Limit
1	All America Way	Alta Vista St	Chapman Ave	35	35.8	35	35	Closest to 85th percentile speed
2	Alta Vista St	Angelina Dr	Kraemer Blvd	25	29.0	30	25	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
3	Alta Vista St	Kraemer Blvd	Rose Dr	45	45.4	45	45	Closest to 85th percentile speed
4	Alta Vista St	Rose Dr	Jefferson St	45	46.2	45	45	Closest to 85th percentile speed
5	Alta Vista St	Jefferson St	Van Buren St	40	43.1	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
6	Angelina Dr	Chapman Ave	Alta Vista St	35	37.5	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
7	Angelina Dr	Morse Ave	Palm Dr	35	34.7	35	35	Closest to 85th percentile speed
8	Bastanchury Rd	West City Limit	Kraemer Blvd	45	45.3	45	45	Closest to 85th percentile speed
9	Bastanchury Rd	Kraemer Blvd	Valencia Ave	45	45.5	45	45	Closest to 85th percentile speed
10	Bastanchury Rd	Valencia Ave	East City Limit	45	47.9	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
11	Bradford Ave	Santa Fe Ave	Chapman Ave	25	27.7	30	25	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
12	Bradford Ave	Chapman Ave	Madison Ave	30	34.3	35	30	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
13	Bradford Ave	Madison Ave	North City Limit	35	38.1	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed

No.	Street Name	From	to	Existing Posted Speed Limit (mph)	85th % Speed (mph)	85th % Speed Rounded (mph)	Recommended Posted Speed (mph)	Reason for Recommended Speed Limit
14	Brookhaven Ave	Yorba Linda Blvd	Bastanchury Rd	30	33.4	35	30	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
15	Buena Vista Ave	Rose Dr	East City Limit	45	45.6	45	45	Closest to 85th percentile speed
16	Central Ave	Chapman Ave	Alta Vista St	40	40.6	40	40	Closest to 85th percentile speed
17	Chapman Ave	Placentia Ave	Kraemer Blvd	35	38.9	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
18	Chapman Ave	Kraemer Blvd	Orangethorpe Ave	40	42.3	40	40	Closest to 85th percentile speed
19	Crowther Ave	Placentia Ave	Porter Way	40	37.9	40	40	Closest to 85th percentile speed
20	Crowther Ave	Porter Way	East City Limit	45	48.6	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
21	Fee Ana St	South City Limit	North Terminus	35	36.5	35	35	Closest to 85th percentile speed
22	Golden Ave	Kraemer Blvd	Valencia Ave	40	43.8	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
23	Golden Ave	Valencia Ave	East City Limit	35	38.6	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
24	Highland Ave	Orangethorpe Ave	North City Limit	30	30.9	30	30	Closest to 85th percentile speed
25	Jefferson Ave	South City Limit	Orangethorpe Ave	40	43.2	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
26	Jefferson Ave	Orangethorpe Ave	Alta Vista St	40	39.0	40	40	Closest to 85th percentile speed
27	Jefferson Ave	Alta Vista St	Garten Dr	35	38.4	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
28	Kraemer Blvd	South City Limit	Orangethorpe Ave	40	42.3	40	40	Closest to 85th percentile speed

No.	Street Name	From	to	Existing Posted Speed Limit (mph)	85th % Speed (mph)	85th % Speed Rounded (mph)	Recommended Posted Speed (mph)	Reason for Recommended Speed Limit
29	Kraemer Blvd	Crowther Ave	Chapman Ave	40	41.5	40	40	Closest to 85th percentile speed
30	Kraemer Blvd	Chapman Ave	Fairway Lane	40	42.6	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
31	Kraemer Blvd	Fairway Lane	Yorba Linda Blvd	40	42.8	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
32	Kraemer Blvd	Yorba Linda Blvd	Bastanchury Rd	45	44.6	45	45	Closest to 85th percentile speed
33	Kraemer Blvd	Bastanchury Rd	North City Limit	40	43.6	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
34	La Jolla St	Placentia Ave	Melrose St	30	30.2	30	30	Closest to 85th percentile speed
35	La Jolla St	Melrose St	East City Limit	30	33.2	35	30	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
36	Lakeview Ave	South City Limit	North City Limit	45	48.8	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
37	Linda Vista St	Rose Dr	Yorba Linda Blvd	35	33.6	35	35	Closest to 85th percentile speed
38	Livingston Ave	Clark Ave	Kraemer Blvd	25	24.9	25	25	Closest to 85th percentile speed
39	Madison Ave	West City Limit	Kraemer Blvd	35	38.7	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
40	McCormack Lane	Yorba Linda Blvd	North City Limit	30	29.6	30	30	Closest to 85th percentile speed
41	McCormack Lane	City Limit	Golden Ave	30	33.3	35	30	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
42	Melrose St	South City Limit	La Jolla St	35	37.5	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed

No.	Street Name	From	to	Existing Posted Speed Limit (mph)	85th % Speed (mph)	85th % Speed Rounded (mph)	Recommended Posted Speed (mph)	Reason for Recommended Speed Limit
43	Melrose St	La Jolla St	Orangethorpe Ave	35	38.9	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
44	Melrose St	Orangethorpe Ave	Crowther Ave	40	40.7	40	40	Closest to 85th percentile speed
45	Melrose St	Crowther Ave	Santa Fe Ave	30	32.8	35	30	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
46	Miraloma Ave	Van Buren St	Lakeview Ave	35	35.5	35	35	Closest to 85th percentile speed
47	Morse Ave	Kraemer Blvd	Venice Ave	30	32.1	30	30	Closest to 85th percentile speed
48	Orangethorpe Ave	Placentia Ave	Melrose St	40	42.5	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
49	Orangethorpe Ave	Melrose St	Kraemer Blvd	45	48.2	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
50	Orangethorpe Ave	City Limit	Rose Dr	45	49.1	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
51	Orangethorpe Ave	Rose Dr	Lakeview Ave	50	50.1	50	50	Closest to 85th percentile speed
52	Orchard Dr	Van Buren St	Richfield Rd	30	34.8	35	30	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
53	Orchard Dr	Richfield Rd	Highland Ave	35	37.6	40	35	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
54	Orchard Dr	Highland Ave	Lakeview Ave	35	33.0	35	35	Closest to 85th percentile speed
55	Palm Dr	Yorba Linda Blvd	Valencia Ave	40	42.6	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
56	Palm Dr	Valencia Ave	Rose Dr	45	47.0	45	45	Closest to 85th percentile speed

No.	Street Name	From	to	Existing Posted Speed Limit (mph)	85th % Speed (mph)	85th % Speed Rounded (mph)	Recommended Posted Speed (mph)	Reason for Recommended Speed Limit
57	Placentia Ave	South City Limit	City Limit	40	43.6	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
58	Placentia Ave	City Limit	Rolling Hills Rd	40	41.4	40	40	Closest to 85th percentile speed
59	Richfield Rd	North City Limit	South City Limit	45	48.4	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
60	Rose Dr	Orangethorpe Ave	Alta Vista St	45	49.2	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
61	Rose Dr	Alta Vista St	Palm Dr	45	48.0	50	45	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
62	Rose Dr	Palm Dr	City Limit	40	43.6	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
63	Rose Dr	City Limit	North City Limit	40	43.2	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
64	Santa Fe Ave	Placentia Ave	Murray St	35	35.3	35	35	Closest to 85th percentile speed
65	Santa Fe Ave	Murray St	Bradford Ave	25	27.9	30	25	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
66	Valencia Ave	Palm Dr	Yorba Linda Blvd	40	40.4	40	40	Closest to 85th percentile speed
67	Valencia Ave	Yorba Linda Blvd	Bastanchury Rd	40	43.4	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
68	Valencia Ave	Bastanchury Rd	Golden Ave	40	43.8	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed

No.	Street Name	From	to	Existing Posted Speed Limit (mph)	85th % Speed (mph)	85th % Speed Rounded (mph)	Recommended Posted Speed (mph)	Reason for Recommended Speed Limit
69	Valencia Ave	Golden Ave	North City Limit	40	43.8	45	40	Per CA MUTCD Option 2, rounded down to the nearest 5 mph increment below the 85th percentile speed
70	Van Buren St	South City Limit	Orangethorpe Ave	40	39.2	40	40	Closest to 85th percentile speed
71	Van Buren St	Orangethorpe Ave	North City Limit	40	41.8	40	40	Closest to 85th percentile speed
72	Yorba Linda Blvd	Bradford Ave	City Limit	40	42.3	40	40	Closest to 85th percentile speed
73	Yorba Linda Blvd	City Limit	Jefferson Ave	40	41.2	40	40	Closest to 85th percentile speed

2.0 INTRODUCTION

2.1 Purpose and Need for E&TS

The intent of this E&TS is to establish and review prima facie speed limit zones set on certain public roadways within the jurisdiction of the City of Placentia (City), including any responsibilities assumed under such Memoranda of Understandings (MOUs) which may exist between the City and adjacent or overlapping agencies. The speeds to be established comply with the laws of the State of California as enacted by the State Legislature and Governor, and as generally codified within the California Vehicle Code (CVC). The E&TS review process represents a fair and defensible exercise of public policy. The E&TS provides the primary venue for agencies to satisfy the duty of the State and cities to provide for general health, welfare, and safety of its residents through an engineering study of vehicular speeds within the constructed public right of way, when those speeds are not otherwise set by statute.

Through this process, the E&TS goal is to obtain voluntary compliance in appropriately determined speed limits by gaining public confidence in a fair process, while also considering overall roadway safety with limited need for regular enforcement. All users of the roadway and transportation modes are considered in this process, including but not limited to pedestrian, bicycle, and equestrian. The E&TS also satisfies the requirements set forth in CVC 40802, which defines a “speed trap”: a practice that is prohibited by State law whereby a speed limit is set arbitrarily low on streets other than streets classified as “local” streets. The E&TS, which is considered prima facie evidence in the prosecution of speed related violations, is used to refute a possible assertion by a potential violator that such a “speed trap” has been set by the agency. This E&TS meets the criteria set forth and establishes these local prima facie speed limits in compliance with CVC.

Local agencies should conduct engineering studies at least once every 5, 7 or 14 years, in compliance with CVC Section 40802 to reevaluate non-statutory speed limits on segments of their roadways that have undergone significant changes since the last review, such as the addition or elimination of parking or driveways, changes in the number of travel lanes changes in the configuration of bicycle lanes, changes in traffic control signal coordination, or significant changes in traffic volumes.

2.2 Study Locations

In coordination with the City of Placentia, it was determined that 73 segments were candidates for speed zone surveys.

3.0 E&TS METHODOLOGY

3.1 State and Federal Regulations and Policies

3.1.1 California Vehicle Code (CVC)

CVC provides the legal framework for the establishment of regulatory speeds on all roadways in California. These regulatory speeds fall into three categories:

- State statutory speed limits (discussed in CVC 22349); generally, 65 mph upon a highway, and 55 mph upon a two-lane, undivided highway; not required to be posted to be enforceable
- State prima facie speed limits established by statute (discussed in CVC 22352); generally, 15 mph for streets meeting certain criteria (e.g., traversing a railway grade crossing), and 25 mph for streets meeting certain criteria (e.g., a business or residence district, approaching a school building); generally must be posted to be enforceable
- Local prima facie speed limit zones (discussed in detail below); must always be posted to be enforceable

CVC provides cities and counties the ability to enact local prima facie speed limit zones within their jurisdictions. All speed limits must be set based on an engineering and traffic survey; otherwise, they may be considered a “speed trap”. Per CVC 40802, a “speed trap”, among other technical criteria for the measurement of speeds, is generally defined as follows:

40802. (a) A “speed trap” is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone, business activity district, or speed limit adopted under Section 22358.7 or 22358.8.

(b) (1) For purposes of this section, a local street or road is one that is functionally classified as “local” on the “California Road System Maps,” that are approved by the Federal Highway Administration and maintained by the Department of Transportation. It may also be defined as a “local street or road” if it primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

CVC 22357 and 22358 outline the corresponding options for applying state statute prima facie speed limits or establishing local prima facie speed limit zones:

22357. (a) *Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25-mile-per-hour prima facie limit which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens.*

22358. (a) *Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, 25, 20 or 15 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.*

22358.3. *Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour in a business or residence district or in a public park on any street having a roadway not exceeding 25 feet in width, other than a state highway, is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is found most appropriate and is reasonable and safe. The declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.*

22358.4. (a) (1) *Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour established by subdivision (b) of Section 22352 is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.*

(2) *An ordinance or resolution adopted under paragraph (1) shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.*

CVC defines an Engineering and Traffic Survey. Per CVC 627:

627. (a) *“Engineering and traffic survey,” as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.*

(b) *An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:*

(1) *Prevailing speeds as determined by traffic engineering measurements.*

(2) Accident records.

(3) Highway, traffic, and roadside conditions not readily apparent to the driver.

(c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:

(1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:

(A) Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.

(B) Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.

(C) The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).

(2) Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

Furthermore, CVC 22358.6 establishes how speed limits may be rounded to the nearest 5 mph increment of the 85th percentile speed measured as part of the E&TS

22358.6. (a) The Department of Transportation shall, in the next scheduled revision, revise and thereafter maintain the California Manual on Uniform Traffic Control Devices to require the Department of Transportation or a local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic.

(b) In cases in which the speed limit needs to be rounded down to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may lower the speed limit by five miles per hour from the nearest five mile per hour increment of the 85th-percentile speed, in compliance with Sections 627 and 22358.5 and the California Manual on Uniform Traffic Control Devices, as it read on March 30, 2021, if the reasons for the lower speed limit are documented in an engineering and traffic survey. The Department of Transportation or a local authority may also take into consideration Sections 22353, 22353.2, 22353.3, 22353.4, and 22353.5, if applicable.

(c) In cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment. If the speed limit is rounded down pursuant to this subdivision, the speed limit shall not be reduced any further pursuant to subdivision (b).

(d) In addition to subdivisions (b) and (c), a local authority may additionally lower the speed limit as provided in Section 22358.7.

(e) The total reduction in the speed limit pursuant to subdivisions (a) to (d), inclusive, shall not exceed 12.4 miles per hour from the 85th percentile speed.

(f) Notwithstanding subdivisions (a) to (e), inclusive, a local authority may retain the currently adopted speed limit as provided in Section 22358.8 without further reduction, or restore the immediately prior adopted speed limit as provided in Section 22358.8 without further reduction.

To prevent overuse of speed zoning practices by using CVC 627(b)(3) as justification to lower a prevailing speed, CVC 22358.5 requires that only conditions which may not be readily apparent to the driver can be used as justification for speed reduction.

22358.5. It is the intent of the Legislature that physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of section 22350 is sufficient regulation as to such conditions.

3.1.2 California Manual on Uniform Traffic Control Devices (CA MUTCD)

The *California MUTCD* provides guidance on the application of the E&TS defined in CVC, including a refined procedure for evaluation of local prima facie speed limit zones. The first step is to obtain prevailing speeds using 85th percentile spot speed measurements. Next, the 85th percentile measurements are rounded to the nearest 5-mph increment, except as shown in the two Options below:

- Option 1: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding down, the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. CVC Sections 22353, 22353.2, 22353.3, 22353.4, and 22353.5, may also be considered, if applicable. See Standard below for documentation requirements. Refer to CVC Section 22358.6(b).
- Option 2: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th-percentile speed, if no further reduction is used. Refer to CVC 22358.6(c).

The California MUTCD Section 2B.13 states the following about the measurement of prevailing speeds:

Prevailing speeds are determined by a speed zone survey. A speed zone survey should include:

- A. The intent of the speed measurements is to determine the actual speed of unimpeded traffic. The speed of traffic should not be altered by concentrated law enforcement, or other means, just prior to, or while taking the speed measurements.*
- B. Only one person is required for the field work. Speeds should be read directly from a radar or other electronic speed measuring devices; or,*
- C. Devices, other than radar, capable of accurately distinguishing and measuring the unimpeded speed of free flowing vehicles may be used.*
- D. A location should be selected where prevailing speeds are representative of the entire speed zone section. If speeds vary on a given route, more than one speed zone section may be required, with separate measurements for each section. Locations for measurements should be chosen so as to minimize the effects of traffic signals or stop signs.*

- E. *Speed measurements should be taken during off-peak hours between peak traffic periods on weekdays. If there is difficulty in obtaining the desired quantity, speed measurements may be taken during any period with free flowing traffic.*
- F. *The weather should be fair (dry pavement) with no unusual conditions prevailing.*
- G. *The surveyor and equipment should not affect the traffic speeds. For this reason, an unmarked car is recommended, and the radar speed meter located as inconspicuously as possible.*
- H. *In order for the sample to be representative of the actual traffic flow, the minimum sample should be 100 vehicles in each survey. In no case should the sample contain less than 50 vehicles.*
- I. *Short speed zones of less than 0.5 miles should be avoided, except in transition areas.*
- J. *Speed zone changes should be coordinated with changes in roadway conditions or roadside development.*
- K. *Speed zoning should be in 10 mph increments except in urban areas where 5 mph increments are preferable.*
- L. *Speed zoning should be coordinated with adjacent jurisdictions.*

The California MUTCD Section 2B.13 provides Options about other factors to consider that may not be apparent to the driver, in compliance with CVC 22358.5 (line 16 and line 30, Section 2a):

Other factors that may be considered when establishing or reevaluating speed limits are the following:

- A. *Road characteristics, shoulder condition, grade, alignment, and sight distance;*
 - B. *The pace;*
 - C. *Roadside development and environment;*
 - D. *Parking practices and pedestrian activity; and*
 - E. *Reported crash experience for at least a 12-month period.*
2. *City and County Through Highways, Arterials, Collector Roads and Local Streets*
- a. *The short method of speed zoning is based on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of motorists, and that by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Other factors that need to be considered include but are not limited to: the most recent two-year collision record, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics, and pedestrian traffic in the roadway without sidewalks.*

3.1.3 Previous Studies

Caltrans Division of Traffic Operation has published a manual on a uniform procedure for setting speed limits in California. The manual titled "*California Manual for Setting Speed Limits 2020*" coincides with the guidelines outlined in the California MUTCD and is based upon statutes published in the CVC. The 85th percentile used in an E&TS is defined and justified as follows:

Speed limits set by E&TS are normally set near the 85th percentile speed. The 85th percentile speed is the speed at or below which 85 percent of the traffic is moving, and statistically represents one standard deviation above the average speed.

Studies of the effects of establishing, raising and lowering speed limits include federal studies FHWA-RD-92-084 and FHWA-RD-98-154 (summaries can be found in Appendix D.1 and the full reports can be found at the FHWA web site). These studies demonstrate that the most effective attribute in establishing the speed limit is to determine the 85th percentile speed and set the posted speed close to that value. The empirical data in these studies demonstrates that setting the speed limit too high or too low can increase collisions. Speed limits that are set near the 85th percentile speed of free flowing traffic are safer and produce less variance in vehicle speeds. Because of this, the 85th percentile is used to establish the upper limit of operating speeds that are considered reasonable and prudent.

3.2.6 Calculating 85th Percentile Speed

If 100 vehicle speeds are plotted, the 85th percentile speed is determined by looking at the speed of the 15th vehicle down from the top speed. Fifteen percent of the vehicles are travelling faster than this speed, and eighty five percent are travelling at or below this speed. If less than 100 vehicles are counted, the 85th percentile speed must be determined by calculating 85 percent of the number of vehicles counted and determining the vehicles' 85th percentile speed.

3.4.1 Zone Length

The length of any section of roadway set for a particular speed zone should be as long as possible and consistent with changes in roadway conditions, roadside development, and land use. Speed zone or speed limit changes need to be coordinated with changes in roadway conditions, roadside development, and land use. Speed zones of less than 0.5 miles should be avoided. Create separate speed zones at City, County or other jurisdictional boundaries with a consistent speed limit across the boundary.

The Federal Highway Administration published a review entitled *Synthesis of Safety Research Related to Speed and Speed Management, Publication Number: FHWA-RD-98-154 (July 1998)*. This publication built on a similar synthesis developed in 1982. The synthesis highlights the relationships among vehicle speed and safety; factors influencing speeds; and the effects on speed and crashes of speed limits, speed enforcement, traffic calming and other engineering measures intended to manage speed.

The review defined the 10-mph pace as the speed range that contains the largest percentage of vehicles. Crash history was also discussed in relation to prevailing speeds:

There is evidence that crash risk is lowest near the average speed of traffic and increases for vehicles traveling much faster or slower than average.

When the consequences of crashes are taken into account, the risk of being involved in an injury crash is lowest for vehicles that travel near the median speed or slower and increases exponentially for motorists traveling much faster.

In general, changing speed limits on low and moderate speed roads appears to have little or no effect on speed and thus little or no effect on crashes. This suggests that drivers travel at speeds that they feel are reasonable and safe for the road and traffic regardless of the posted limit.

The Federal Highway Administration also published a report entitled *"Effects of Raising and Lowering Speed Limits, Publication Number: FHWA-RD-92-084 (October 1992)"*. This report determined the

succeeding effects of raising and lowering posted speed limits on driver behavior and accidents. The following conclusion further illustrates the importance of conducting engineering investigations to consider prevailing speed, vehicle pace, and crash history to establish reasonable speed limits:

In other words, this nationwide study confirms the results of numerous other observational studies which found that the majority of motorists do not alter their speed to conform to speed limits they perceive as unreasonable for prevailing conditions.

Because there were few changes in the speed distribution, it is not surprising that the overall effects of speed limit changes on accidents were minor. It is interesting to note that compliance decreased when speed limits were lowered and accidents tended to increase. Conversely, when compliance improved after speed limits were raised, accidents tended to decrease.

The data collected during this study indicate that there are no benefits, either from a safety or operational point of view, from establishing speed limits less than the 85th percentile speed. This does not mean that all speed limits should be raised. Traffic and engineering investigations should be conducted to obtain an accurate measure of the speed distribution. Greater emphasis should be placed on using the 85th percentile speed in setting safe and reasonable speed limits. These studies should be repeated as land use and traffic characteristics change.

On December 19, 2023, a final rule adopting the 11th Edition of the Manual on Uniform Traffic Control Devices for Streets and Highways—the MUTCD—was published in the Federal Register. The new MUTCD puts less emphasis on 85th percentile rule but does not eliminate it. Section 2B.21 states:

08 When the 85th-percentile speed is appreciably greater than the posted speed limit, and the roadway context does not support setting a higher speed limit, the engineering study should consider whether changes to geometric features, enforcement, and/or other speed-reduction countermeasures might improve compliance with the posted speed limit. A similar approach should be used if the results of past speed studies indicate that the 85th-percentile speed has consistently increased.

09 On urban and suburban arterials, and on rural arterials that serve as main streets through developed areas of communities, the 85th-percentile speed should not be used to set speed limits without consideration of all factors described in Paragraph 7 of this Section.

California will have a 2-year period through January 18, 2026, to have a revised CA MUTCD in substantial conformance with the National MUTCD. California will continue to use the CA MUTCD 2014 Revision 8 until it is replaced with a newer version.

3.2 Data Collection

Data for the prevailing speed of vehicles, average daily traffic and traffic collisions were collected for the 73 speed zones.

3.2.1 Speed Survey

Aim Traffic Data (AimTD), a professional traffic data collection firm, conducted spot speed measurements at the E&TS locations from September 26, 2023 to November 14, 2023. The speed measurements at the E&TS locations were conducted using two calibrated radar devices, by two certified Radar Operators (Olga Polunin and Javier Correa). These devices directly measure the speed of vehicles and are

commonly used for spot speed measurements. A copy of the most recent certification of the radar equipment used is included in **Appendix A**.

To obtain free flowing (unimpeded) speeds at the study locations, the radar speed measurement procedure was conducted on a clear day during the non-peak hour period. The manual speed measurement procedure was conducted until at least 100 vehicles were surveyed at the study locations, or one hour for locations with low volumes. When possible, sample locations were outside of the influence area of stop signs or traffic signals.

The speed surveys provide 85th percentile speeds, the 50th percentile, the percent in pace, and vehicle 10-mph pace. The detailed results from the speed sampling procedure are attached in **Appendix B**.

3.2.2 Average Daily Traffic

AimTD collected 24-hour volume counts at each speed zone to provide measures of Average Daily Traffic (ADT) from December 6, 2023 to January 9, 2024. The ADT data is provided in **Table 3-1** and the detailed counts are provided in **Appendix C**.

3.2.3 Crash Data Calculation

City provided the 5-year collision summaries for all the streets throughout the City. This information was used in determining the crash rate in millions of vehicle miles (MVM). Since the crash data information was provided for each street and not for each speed zone, crash rates were calculated based on the highest ADT for the street when there are multiple speed zones on the same street.

The crash rate for each speed zone was calculated using the following formula:

$$\text{Crash Rate per Year} = \frac{\text{Number of crashes of the street in 5 years} \times 1,000,000}{\text{Highest ADT} \times \text{Length of segment of the street(mi)} \times 365 \text{ days per year} \times 5 \text{ years}}$$

The crash rates for speed zones in Placentia are provided in **Table 3-1** and the details are provided in **Appendix D**.

Statewide statistics for functional roadway classifications are provided and were obtained from the Caltrans website¹ for the 2021 reporting period. Crash rates on roadways that are higher than the statewide average are an indicator that a condition that is not readily apparent to the driver may exist on that particular segment.

¹ <https://dot.ca.gov/-/media/dot-media/programs/research-innovation-system-information/documents/annual-collision-data/2021crashdataoncswhwybook1a11y.pdf> (accessed 1/25/24)

Table 3-1. 2024 Average Daily Traffic and Crash Rate Calculation

No.	Street Name	From	to	Average Daily Traffic	5-Year Total Collision by Roadway Segment	Crash Rate for Each Roadway Segment (MVM) ¹
1	All America Way	Alta Vista St	Chapman Ave	1,259	0	0.00
2	Alta Vista St	Angelina Dr	Kraemer Blvd	3,518	40	0.95
3	Alta Vista St	Kraemer Blvd	Rose Dr	11,767		
4	Alta Vista St	Rose Dr	Jefferson St	8,075		
5	Alta Vista St	Jefferson St	Van Buren St	4,546		
6	Angelina Dr	Chapman Ave	Alta Vista St	2,299	18	6.82
7	Angelina Dr	Morse Ave	Palm Dr	2,538		
8	Bastanchury Rd	West City Limit	Kraemer Blvd	24,664	80	0.88
9	Bastanchury Rd	Kraemer Blvd	Valencia Ave	20,195		
10	Bastanchury Rd	Valencia Ave	East City Limit	16,307		
11	Bradford Ave	Santa Fe Ave	Chapman Ave	4,209	59	2.27
12	Bradford Ave	Chapman Ave	Madison Ave	7,387		
13	Bradford Ave	Madison Ave	North City Limit	9,418		
14	Brookhaven Ave	Yorba Linda Blvd	Bastanchury Rd	1,617	2	1.36
15	Buena Vista Ave	Rose Dr	East City Limit	8,705	7	0.44
16	Central Ave	Chapman Ave	Alta Vista St	2,824	4	2.28
17	Chapman Ave	Placentia Ave	Kraemer Blvd	15,848	123	2.27
18	Chapman Ave	Kraemer Blvd	Orangethorpe Ave	6,847		
19	Crowther Ave	Placentia Ave	Porter Way	5,517	10	0.91
20	Crowther Ave	Porter Way	East City Limit	4,747		
21	Fee Ana St	South City Limit	North Terminus	2,063	1	0.38
22	Golden Ave	Kraemer Blvd	Valencia Ave	5,005	11	1.10
23	Golden Ave	Valencia Ave	East City Limit	3,967		
24	Highland Ave	Orangethorpe Ave	North City Limit	1,163	4	5.09
25	Jefferson Ave	South City Limit	Orangethorpe Ave	3,374	18	3.40
26	Jefferson Ave	Orangethorpe Ave	Alta Vista St	3,139		
27	Jefferson Ave	Alta Vista St	Garten Dr	754		
28	Kraemer Blvd	South City Limit	Orangethorpe Ave	20,353	113	1.02
29	Kraemer Blvd	Crowther Ave	Chapman Ave	19,000		
30	Kraemer Blvd	Chapman Ave	Fairway Lane	18,962		
31	Kraemer Blvd	Fairway Lane	Yorba Linda Blvd	21,279		

No.	Street Name	From	to	Average Daily Traffic	5-Year Total Collision by Roadway Segment	Crash Rate for Each Roadway Segment (MVM) ¹
32	Kraemer Blvd	Yorba Linda Blvd	Bastanchury Rd	18,436		
33	Kraemer Blvd	Bastanchury Rd	North City Limit	16,467		
34	La Jolla St	Placentia Ave	Melrose St	5,994		
35	La Jolla St	Melrose St	East City Limit	4,664	35	3.72
36	Lakeview Ave	South City Limit	North City Limit	14,439	8	0.76
37	Linda Vista St	Rose Dr	Yorba Linda Blvd	1,627	12	14.43
38	Livingston Ave	Clark Ave	Kraemer Blvd	864	1	1.32
39	Madison Ave	West City Limit	Kraemer Blvd	6,737	5	0.67
40	McCormack Lane	Yorba Linda Blvd	North City Limit	1,697	12	3.87
41	McCormack Lane	City Limit	Golden Ave	781		
42	Melrose St	South City Limit	La Jolla St	11,085	45	2.11
43	Melrose St	La Jolla St	Orangethorpe Ave	13,271		
44	Melrose St	Orangethorpe Ave	Crowther Ave	8,636		
45	Melrose St	Crowther Ave	Santa Fe Ave	6,375		
46	Miraloma Ave	Van Buren St	Lakeview Ave	4,702	9	2.69
47	Morse Ave	Kraemer Blvd	Venice Ave	1,256	5	3.46
48	Orangethorpe Ave	Placentia Ave	Melrose St	18,725	172	1.67
49	Orangethorpe Ave	Melrose St	Kraemer Blvd	18,700		
50	Orangethorpe Ave	City Limit	Rose Dr	16,087		
51	Orangethorpe Ave	Rose Dr	Lakeview Ave	16,146		
52	Orchard Dr	Van Buren St	Richfield Rd	2,989	9	1.85
53	Orchard Dr	Richfield Rd	Highland Ave	3,332		
54	Orchard Dr	Highland Ave	Lakeview Ave	2,417		
55	Palm Dr	Yorba Linda Blvd	Valencia Ave	8,534	27	1.28
56	Palm Dr	Valencia Ave	Rose Dr	10,356		
57	Placentia Ave	South City Limit	City Limit	15,766	166	1.87
58	Placentia Ave	City Limit	Rolling Hills Rd	18,715		
59	Richfield Rd	North City Limit	South City Limit	7,846	10	0.87

No.	Street Name	From	to	Average Daily Traffic	5-Year Total Collision by Roadway Segment	Crash Rate for Each Roadway Segment (MVM) ¹
60	Rose Dr	Orangethorpe Ave	Alta Vista St	23,957	88	0.77
61	Rose Dr	Alta Vista St	Palm Dr	31,583		
62	Rose Dr	Palm Dr	City Limit	19,875		
63	Rose Dr	City Limit	North City Limit	21,087		
64	Santa Fe Ave	Placentia Ave	Murray St	2,790	20	7.00
65	Santa Fe Ave	Murray St	Bradford Ave	2,952		
66	Valencia Ave	Palm Dr	Yorba Linda Blvd	6,211	33	1.24
67	Valencia Ave	Yorba Linda Blvd	Bastanchury Rd	10,228		
68	Valencia Ave	Bastanchury Rd	Golden Ave	9,229		
69	Valencia Ave	Golden Ave	North City Limit	7,899		
70	Van Buren St	South City Limit	Orangethorpe Ave	4,352	24	3.51
71	Van Buren St	Orangethorpe Ave	North City Limit	4,352		
72	Yorba Linda Blvd	Bradford Ave	City Limit	22,313	123	2.01
73	Yorba Linda Blvd	City Limit	Jefferson Ave	21,687		

¹ Crash rate was calculated based on the highest average daily traffic volumes of multiple speed zones.

4.0 CONCLUSIONS

In 2013, an E&TS was conducted for the City of Placentia. These speed zone recommendations were then used to set local prima facie speed zones and speed limits by ordinance of the City Council.

This E&TS confirms that the speed zones established in 2013 are still appropriate and should remain in effect. An E&TS sheet for each speed zone is provided in **Appendix E**. A complete summary of all recommendations was shown above in **Table 1-1**.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

FISCAL
IMPACT: EXPENSE: \$3,000,000 TOTAL CUMULATIVE CONTRACT NOT-TO-EXCEED AMOUNT FOR A TOTAL OF SIX (6) ON-CALL CONTRACTS

REVENUE: VARIOUS CIP PROJECT BUDGETS

SUMMARY:

On January 9, 2024, Staff solicited qualifications from professional construction management firms to create a bench list of professional consultants to provide construction management and inspection services. These services include assisting in the overall delivery of projects, including preconstruction tasks, managing construction, ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning. A total of seventeen (17) qualification proposal packages were received and after a comprehensive review of each proposal, the top six (6) firms were selected to be placed on an on-call bench list. These firms possess the experience and expertise to deliver construction management and inspection services for the purpose of improving the City's infrastructure.

Staff recommends that City Council award contracts to the six (6) 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 shall serve on an on-call basis with a not-to-exceed contract amount of \$500,000 each, the cost of which will be charged to individual project budgets. The purpose of having multiple firms on a bench list is to ensure efficient delivery of multiple capital improvement projects many of which may run concurrently. This action will provide the City with available on-call services for all construction management and inspection services in support of multiple CIP projects over the next 5 years. The City Council recently approved a series of on-call professional services agreements covering numerous disciplines such as civil engineering, architecture and landscape architecture for the purpose of creating consultant bench lists from which to draw professional services on for the City's various capital projects. Using an on-call bench list allows Staff to advance capital projects more quickly by reducing some of the administrative burden at the outset of a project.

1.e.
April 16, 2024

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman company, for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
2. Approve a Professional Services Agreement with Berg & Associates, Inc. for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
3. Approve a Professional Services Agreement with Ardurra Group, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
4. Approve a Professional Services Agreement with Totum corp. for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
5. Approve a Professional Services Agreement with Z&K Consultants, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
6. Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
7. Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the individual contract not-to-exceed amounts, or \$50,000; and
8. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

The City plans and budgets for capital projects as a part of the annual CIP budget adoption process. The Budget allocates funds for not only the construction of each project but also for soft costs such as professional services. In preparation for delivery of the City’s various CIP projects, Staff prepared an RFP for on-call professional construction management and inspection services. A total of seventeen (17) proposals were received from qualified consulting firms with extensive experience in construction management and inspection. The cumulative composite score for the top six firm’s proposal is noted below:

On-Call Construction Management & Inspection Services		
Ranking	Consultant	TOTAL SCORE
1	Bowman Infrastructure Engineers	94
2	Berg & Associates	91
3	Ardurra	87
4	Totum	83
5	Z&K Consultants	81
6	NV5	80

Based upon each firm’s extensive experience and expertise in providing professional construction management and inspection services, the top six (6) ranked firms were selected to be included in the on-call consultant bench list. By utilizing more than one firm to provide these services, the City can achieve greater flexibility in delivering capital improvement projects where professional construction management and inspection services are needed. Individual projects are assigned based upon the type of work to be performed as the expertise and experience of each firm will vary. For instance, firms with greater experience managing and inspecting roadway construction would be assigned those types of projects, whereas firms with greater experience in sewer or storm drain construction would provide construction management and inspection services on those types of projects. Assigning projects in this manner will ultimately ensure the individual experience and expertise of each construction management firm are closely matched to the unique scopes of work to be completed on each project.

The consultants providing professional construction management and inspection services will work on an on-call basis and the contracts are structured on a time and materials basis, with a not-to-exceed amount. Each firm will submit a separate cost proposal for each project for which they will provide these services. Since payment for these services is on a time and materials basis, the overall cost to the project is dependent upon the scope and complexity of the project. The hours allocated by each firm to the projects to which they have been assigned is negotiated

and based upon actual project need, the cost of which is allocated within individual project budgets and is controlled by the hourly rates provided by each firm. The overall cost to provide professional construction management and inspection services will vary from project to project and is based upon the scope of work of each individual project. The proposed not-to-exceed contract amount for each agreement is an estimate of what the City could potentially pay for these services over an initial contract term of three (3) years. The City Council also recently approved a series of on-call bench list contracts for various professional disciplines such as civil engineering, architecture and landscape architecture services. Utilizing an on-call bench list in this fashion allows capital projects to be delivered faster by reducing some of the administrative burden.

FISCAL IMPACT:

There is no fiscal impact at this time. The cumulative not-to-exceed contract amount for each proposed agreement is \$500,000 for a grand total of \$3,000,000 across all six (6) proposed contracts. The award of these contracts does not commit the City to expending any funds for construction management and inspection services since the consultants will serve on an on-call, project by project basis. Funds for construction management and inspection services are budgeted as part of individual project budgets funded within the City's annual CIP Budget.

Prepared by:

Reviewed and approved:



Chris Tanio
Deputy Director of Public Works/City Engineer

Jennifer Lampman
Director of Finance

Reviewed and approved:

Reviewed and approved:



Luiz Estevez
Deputy City Administrator

Damien R. Arrula
City Administrator

Attachments:

1. Agreement with Bowman Infrastructure Engineers
2. Agreement with Berg & Associates
3. Agreement with Ardurra
4. Agreement with Totum
5. Agreement with Z&K Consultants
6. Agreement with NV5

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY**

THIS AGREEMENT is made and entered into this ^{16th} 2nd day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Infrastructure Engineers, a Bowman company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant'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 Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 02, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling,

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

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Infrastructure Engineers, a
Bowman Company
3060 Saturn Street, Ste. #250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
Attn: Sid Mousavi

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Attn: Chris Tanio

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

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

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

obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

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

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

reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this

Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT



Signature

Date: 3/11/2024

Sid Mousavi

Name and Title

Sr. Principal

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

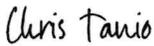
Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:



Chris Tanio, Deputy Director/City Engineer

Date: 3/11/2024

DEPARTMENTAL APPROVAL

Luis Estevez

Luis Estevez, Deputy City Administrator

Date: 3/11/2024

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK



City of Placentia, CA

On-Call Construction Management and Inspection Services

Technical Proposal

Submitted by:

Sid Mousavi, MSCE, PE, Senior Principal
Infrastructure Engineers, a Bowman company
3060 Saturn Street, Suite 250
Brea, CA 92821

714.940.0700 | sidmousavi@bowman.com | bowman.com

Submitted to:

Chris Tanio, PE, Deputy Director / City Engineer
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

January 30, 2024



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Cover Letter



January 30, 2024

Chris Tanio, PE
Deputy Director / City Engineer
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

RE: RFP No. PW-24-01 On-Call Construction Management and Inspection Services

Dear Mr. Tanio:

Infrastructure Engineers (IE), a Bowman company is honored to provide our qualifications for On-Call Construction Management and Inspection Services. IE has a reputation of meeting the expectations of our clients by employing experienced staff who understand construction management and inspection and have a solid foundation of the inner workings of the municipal office and public works process. Over 90% of our staff have worked for city governments as employees. We believe IE is your best choice to provide the requested services for the following reasons:

Masoud Sepahi, PE, LEED GA, our proposed Project Manager has held various leadership positions in managing a variety of projects for major public works programs. As the City Engineer for the City of Placentia, he was responsible for delivery of many capital projects, and he has first-hand knowledge of the city's standards, municipal codes and the city's current capital improvement programs. Masoud is currently assisting the city with management of the Golden Avenue Bridge and the Crowther Sewer Replacement projects, and he is eager to continue serving the city with the same degree of commitment as he has done over the last seven years. Masoud is a true advocate of the city and he believes in the city's vision to make this city a better & safer place for the residents and at the same time creating opportunities for businesses to thrive. IE staff exclusively service local agencies and have an extensive history of successfully providing a wide range of services. Our experience minimizes any training for managing CIP projects, which results in cost savings to our clients. We encourage the city to contact our references and confirm our successful track record with each client that we have had the privilege of working for. We are local and our headquarters is minutes from Placentia's city hall. We understand the city is often faced with budget constraints. IE has a history of successfully delivering projects with very limited budgets. We are committed to working with the city to keep your project on time and within budget. Due to our experience dealing with many complex development projects, we bring fresh, new ideas to solve challenging issues facing any development project. Our staff rises to these occasions by working collaboratively with the city to find sound engineering design solutions. We possess the talent and capabilities to provide the city with the services described in the RFP while maintaining your strict budgeting priorities.

As an officer of the firm, I am authorized to negotiate and contractually bind and extend the terms of our proposal. I acknowledge receipt of all addenda in relation to this RFP and this proposal will remain valid for a period of not less than 90 days from the date of submittal. Masoud Sepahi, will serve as the Project Manager and contact person throughout the evaluation period and will be responsible for the services listed in the RFP. Masoud can be reached by phone at 949.375.6599, or by email at msepahi@bowman.com. We thank you for this opportunity to be of service to the City of Placentia.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sid Mousavi".

Sid Mousavi, MSCE, PE
Senior Principal

3060 Saturn Street, Suite 250, Brea, California 92821
714.940.0100

infrastructure-engineers.com | bowman.com



Signature Requirements

Signature Requirements

Per the RFP, our cover letter is signed by an officer empowered by IE to sign such material and thereby commit IE to the obligations contained in this RFP response. Further, the signing and submission of our response indicates our intention to adhere to the provisions described in the RFP and a commitment to enter into a binding contract.



Executive Summary

Executive Summary

We have reviewed and studied the city's current Capital Improvement Projects and compiled an experienced team, with key personnel that have worked on dozens of similar projects. **Masoud Sepahi, PE, LEED GA, our proposed Project Manager**, will be the single point of contact for the city on this contract. Masoud believes that the most important tool for any successful project is clear and consistent communication throughout the entire project duration. As the City Engineer, Director of Construction Management, Masoud has managed numerous traffic and roadway improvement projects in addition to various complex buildings and facilities construction and renovations. He will communicate regularly with the city and initiate conversations with the contractor on a comprehensive work plan, to ensure the project proceeds on time and on budget.

Our proposed Construction Managers (CMs), Arjan Idnani, Homayoun Behboodi, Hormoz Vahid, Mike Kapanpour and Michael Aminian have many years of experience with various improvements including roadway rehabilitation, traffic signal upgrades, parks, city facilities, utility installations and many other types of capital projects, which the city plans to construct. Our CMs will be **assisted by our Inspectors; Imad Zureiqat, Christopher Koontz, Anselo Ybarra, Miguel Hernandez and Malcom Weatherbie**. Our CMs and inspectors have worked together on many other projects and they make an outstanding and responsive team. We have also included **Cindy Guerrero** to our team to assist the city with any public outreach that may be needed. Cindy will work with the city to establish a positive relationship between the construction team and to keep the residents informed of the city's goals and objectives. Cindy has assisted our clients in this role and she is an important part of our management team. As a common practice, Cindy attends council meetings for all the cities that we serve, to listen and learn about the challenges and the issues on the projects and the community.

Our team is also complemented by **Epic Land Solutions**, who will be assisting us with right-of-way and property appraisals, **Southwest Inspection & Testing** for providing deputy inspection services. Southwest was the consultant used on many of the city's utility work associated with private developments and they are familiar with the city's codes and standards. We also have **On Point Land Surveying** for surveying work and **P.A. & Associates** for geotechnical engineering. As part of our team, we are introducing **Jay Shih**, who will be assisting the city with ADA design review and inspection for all ADA improvements. Jay Shih possesses certification in many ICC codes, in addition to being a certified CASp. Our team is also assisted by our project administrator, **Nathan Kirby** for handling many of the administrative task involved with management of the submittals, RFIs, payment requests, labor compliance and other important documents related to the grant funding documentations.

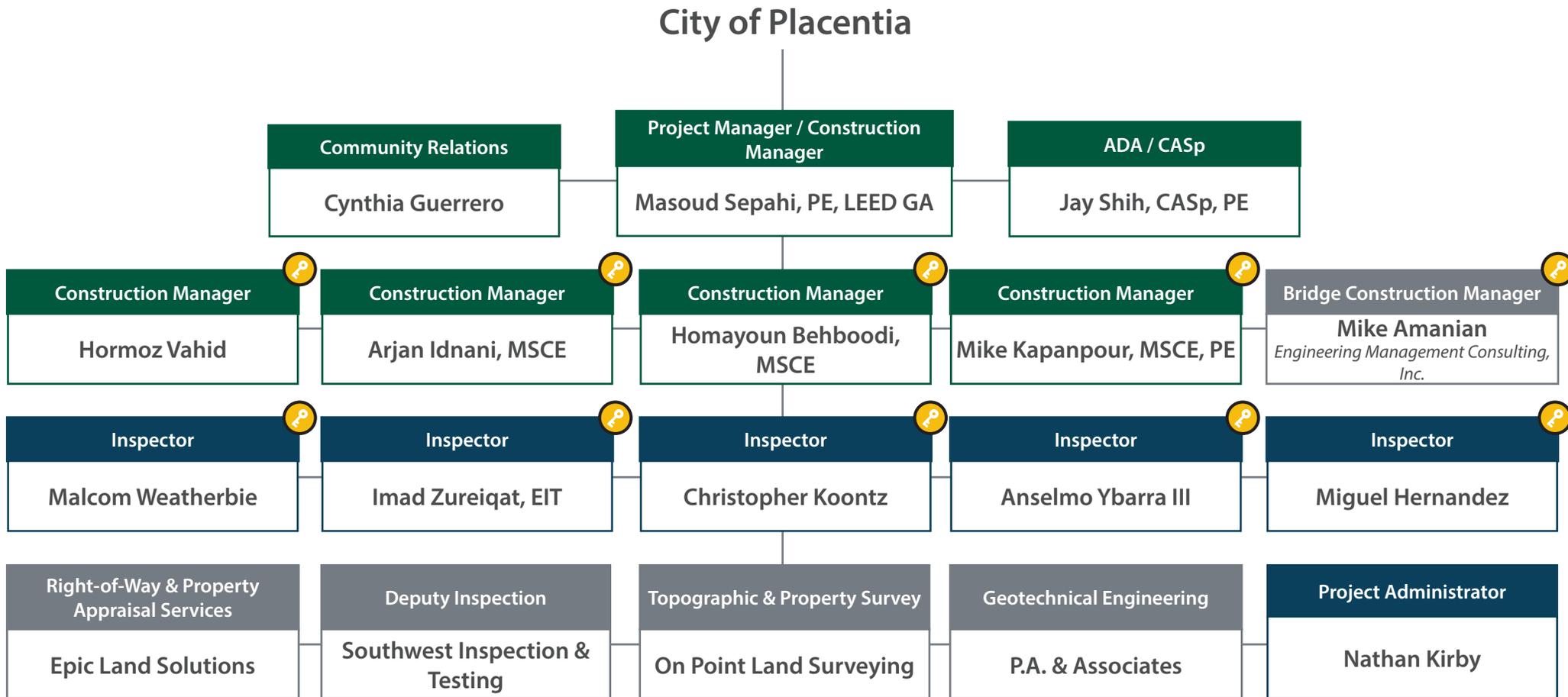
As the Director for IE's construction management services, Masoud will intimately oversee and lead our entire team for every task that we will be assigned to by the city over the entire contract duration. Masoud will also be the construction manager for the city's building and facilities projects. Masoud has managed construction on many complex building projects, some of which were very similar to the types and complexity of the ones coming up for the City of Placentia. With this team, we believe the city has all the expertise that are needed for your upcoming capital projects.

The following organizational chart shows the depth and breadth of our team, where we have included staff that bring many years of experience delivering capital projects on time and on budget. We understand that the city will need construction management and inspection services for various types of projects, including, roadway rehabilitation, slurry seal, parks, City Hall renovation & upgrading, and a bridge over the Carbon Canyon on Golden Avenue. For the bridge construction, Masoud has hand selected a construction manager who has managed numerous bridges and overpasses. **Michael Amanian** is a seasoned bridge expert, who is ready to assist the city with construction of the upcoming bridge project. We have also included **Arjan Idnani**, who has managed numerous roadway improvement projects, including two major streetscape programs as well as parks and city facilities. Arjan is supported by other construction managers and our seasoned inspectors.



Project Team Organization

Project Team Organization



KEY

 Management  Support  Subconsultant

 Key Personnel

***AVAILABILITY:** Construction Managers and Inspectors will be available to start projects upon the city's request. Our staff will be available 100% once assigned.

Project Team Organization (cont.)

Include contact information.

Masoud Sepahi, will serve as the Project Manager and the main point of contact for the city and can be reached by phone at 949.375.6599, or by email at msepahi@bowman.com.

Provide a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects.

Since our founding in 1994, IE has been committed to excellence. We stand behind our reputation to provide only the highest level of products and services to the cities we serve. For the past 29 years, our pursuit of excellence has shown us that one way we can be the best for our clients is to offer a broad spectrum of services. **IE was established to provide professional engineering and municipal services to cities in Southern California.** From the beginning, we have been committed to making a difference in the communities we serve by **helping cities maintain and improve their infrastructure and by supporting their capital improvement programs.** Our clients continue to see consistency in engineering design protocols, project management practices, staff familiarity, and complete understanding of a project, since we take projects from initial concept design through construction and final acceptance by the City Council. Our staff of professionals have been employees of cities or have been in managing or supporting roles as out-sourced contractors to cities, many of whom have served as city staff for decades. **Our team thoroughly understands city operations, budgets, and priorities which allows us to be a strong advocate for the City of Placentia.** Because assisting cities is all we do, we know your concerns about schedules, budgets, and keeping change orders to an absolute minimum. We consider these matters in every project that we engineer and oversee. And because we take our clients' projects from preliminary design through construction, we know how to manage and overcome challenges on any type of capital improvement project. **We believe IE is the best choice for the City of Placentia because we offer a proven track record of delivering successful projects for many other cities. Within the past two years alone, we have completed projects under Master Services Agreements (MSA's) with the following California cities:**

- City of Huntington Park - SB1 Street Enhancement Project FY 20 / 21 (seven streets)
- City of Baldwin Park - SB1 Street Improvement and Rehabilitation Project FY18 / 19 (two streets)
- City of Baldwin Park - SB1 Fund Street Rehabilitation Project
- City of Baldwin Park - SB1, Puente Avenue / Garvey Avenue
- City of Baldwin Park - Various Streets FY 17 / 18 (16 streets)
- City of Bell Gardens - SB1 Fund Various Street Improvement Project (15 streets)
- City of Bell Gardens – Gage Street (three segments)
- City of Hawaiian Gardens – Various Streets (six streets)
- City of Hawaiian Gardens – SB1 Various Streets, FY 19 / 20 (17 streets)
- City of Brea - Miscellaneous Alley and Sewer Projects
- City of Lynwood – Los Flores Boulevard Street and Median Island Improvements
- City of Manhattan Beach - Sewer and Water Main Replacement Project

Include a summary of the firm's experience, if any, with the City of Placentia.

Currently, we are managing two projects for the City of Placentia, the Crowther Sewer Replacement and the Golden Avenue Bridge projects. Masoud is assisting the city with managing both of these projects and he looks for an opportunity to continue serving the city on the upcoming roadway rehabilitation and building renovation projects. Iraj Mansouri of IE is also providing plan checking for the Development Services Department.

Masoud Sepahi, PE, LEED GA

Project Manager / Construction Manager

Experience

Placentia Public Safety Building | *City of Placentia, CA*
City Hall HVAC & Solar Improvements | *City of Placentia, CA*
TOD Crowther Sewer pipeline | *City of Placentia, CA*
Golden Avenue Bridge Replacement | *City of Placentia, CA*
Main Street Parking Improvements | *City of Placentia, CA*
Citywide Sidewalk Repair Program | *City of Placentia, CA*
FY 2017-2023 Roadway Rehabilitation | *City of Placentia, CA*
FY 2017 – 2023 Slurry Sealing Program | *City of Placentia, CA*
Traffic Signal Synchronization Projects | *City of Placentia, CA*
HSIP Cycle 9 Traffic Safety Project | *City of Placentia, CA*
Old Town Sewer Rehabilitation Project | *City of Placentia, CA*
Old Town Streetscape Master Plan | *City of Placentia, CA*
Crenshaw / LAX Transit Corridor | *Los Angeles Metro, CA*
Purple Line Transit Corridor | *Los Angeles Metro, CA*
Cesar Chavez Roundabout | *City of Los Angeles, CA*
2nd Level Roadway Repair Project | *City of Los Angeles, CA*
Domestic and Fire Waterline at LAX | *City of Los Angeles, CA*

Michael Aminian, PE

Bridge Construction Manager

Michael is a professional civil engineer with more than 30 years of experience in fast track design, construction, and management of large infrastructure and transit projects.

Experience

Orange County Great Park | *Irvine, CA*
Traffic Signal Systems Upgrade | *Irvine, CA*
LA Metro Purple Line Section 1 | *Los Angeles, CA*
Metro Crenshaw / LAX LRT Corridor Construction Management | *Los Angeles, CA*
Jeffrey Road Grade Separation Project | *Irvine, CA*
Greater Houston Wastewater Program (GHWP) | *Houston, TX*
Tunnel and Reservoir Plan (TARP) | *Chicago, IL*
Superconducting Super Collider | *Ellis / Dallas, TX*
Second Manapouri Tailrace Tunnel Project | *Manapouri, NZ*
Cole Park Detention Basin and Tunnels | *Dallas, TX*
San Antonio Flood Diversion Tunnels | *San Antonio, TX*
Las Colinas Urban Center Area Personnel Transit System | *Irving, TX*

**Experience prior to joining the firm*

Education

B.S. Civil Engineering, Loyola Marymount University

Structural / Civil Engineering, California State University, Northridge

Registrations

Professional Civil Engineer: California (#52786)

Leadership in Energy and Environmental Design Green Associate (LEED GA)

Education

B.S. Civil Engineer, Illinois Institute of Technology, Chicago, Illinois

Registrations

Professional Engineer: Texas

Associations

Member, National Society of Professional Engineers Member, Construction Management Association of America

Mike Kapanpour, PE

Construction Manager

Mike has over 35 years of experience in the management and design of a wide variety of public works projects including site development, pavement rehabilitation, parks, street widening, storm drain, and sewer & water improvements. Mike has a well-rounded understanding of public works and the challenges of building a public project through his experience as both a municipal employee and a consultant. He has worked on all phases of public projects from planning through construction and has been responsible for directing development review and capital improvement programs with several agencies in Southern California.

Experience

California High-Speed Rail Project | CA

I-405 Sepulveda Pass Widening Project | Los Angeles, CA

Plan Check Services for Various Development Projects | City of Poway, CA

City's Pavement Management Program | City of Los Alamitos, CA

Pacific Street Bridge | Oceanside, CA

Development Plan Checking Services | City of Pomona, CA

Pavement Management Program Management | Various Cities, CA

Education

M.S. Civil Engineering

B.S. Civil Engineering

Registrations

Professional Civil Engineer: California (#57363)

Certifications

Construction Management Certificate

American Public Works Association (APWA) Public Works Inspection Certificate

Caltrans Construction Management Program

Arjan Idnani, MSCE

Construction Manager

Arjan has worked on major infrastructure projects and on public works improvement and rehabilitation projects throughout California. His experience includes many capital improvement projects, construction management, project management / controls, and contract administration. Arjan's experience also includes street improvement projects, water main line replacements, slurry seal improvements, traffic signal improvements, and sanitary sewer improvements in several cities, including the City of Bell Gardens, Montebello, Baldwin Park, South Gate, and South El Monte.

Experience

New Traffic Signal at the Intersection of Garfield Avenue and Madison Avenue | City of Montebello, CA

Widening of Kauffman Avenue and Dorothy Avenue and Construction of Firestone Median | City of South Gate, CA

Santa Anita Traffic Signal Modifications | City of South El Monte, CA

Construction of Central Park West | City of Baldwin Park, CA

Urban Bicycle Project | City of Lynwood, CA

Traffic Signal Poles | City of South El Monte, CA

Education

M.S. Civil Engineering, California State University, San Jose

B.S. Civil Engineering, California State Polytechnic University, Pomona

*Experience prior to joining the firm

Homayoun Behboodi, MSCE

Construction Manager

Over the course of his professional career, he has provided project management and construction oversight on over 75 capital improvement projects. His responsibilities as a Principal-in-Charge and Project Manager included Capital Improvement Program (CIP) implementation for arterial highway, sewer, storm drain, special projects; project budgeting and scheduling; construction planning; RFPs for design services, contract administration and inspection, hiring consultants, for sewer, storm drain, traffic studies, material testing, surveying and National Pollutant Discharge Elimination System (NPDES) oversight.

Experience

Street Rehabilitation (CDBG Project) | *Cities of Hawaiian Gardens and Montebello, CA*

Norwalk Boulevard Utility Underground District Rule 20A | *City of Hawaiian Gardens, CA*

HSIP Cycle 8 | *City of Hawaiian Gardens, CA*

Redevelopment and Development Plan Review | *Cities of Hermosa Beach,*

City Hall Renovation | *City of Hermosa Beach, CA**

Combined Sewer and Pavement Rehabilitation Projects | *City of Hermosa Beach, CA**

Hormoz Vahid

Construction Manager

Hormoz has performed project / construction management in addition to inspection on many types of CIP projects with various Cities in the Southern California region.

Experience

Various Capital Improvement Projects and Inspection | *Montebello, CA*

Bluff Road Improvements | *City of Montebello, CA*

Garfield Avenue Improvement Project | *City of Montebello, CA*

Via Campo Street Improvement | *City of Montebello, CA*

Beverly Boulevard Improvements | *City of Montebello, CA*

Public Works Inspector / Permit Engineers | *City of Bell Gardens, CA*

Field Engineer / CAD Designer | *CA*

Lotus Consulting Engineers, Inc | *CA*

Education

M.S. Civil Engineering, Georgia Institute of Technology

B.S. Civil Engineering, N.E.D. University of Engineering & Technology

Registrations

Professional Civil Engineer: California (#55518)

Project Management Training Program Certificate, City of Los Angeles

Education

B.S. Civil Engineering, Texas A&M University

Registrations / Certifications

40 Hr. HAZWOPER, Certificate No. 2401404, 2012

Deputy Inspector #561, City of Irvine (concrete, steel, masonry, & asphalt)

Moisture Density Nuclear Gauge Certification -Troloxer Laboratories

Final Inspection Orientation Certificate California Governor's Office of Emergency Services

*Experience prior to joining the firm

Jay Shih, CASp, PE

ADA / CASp

Jay Shih is a veteran civil engineer, building official, construction manager, access specialist, structural and engineering designer and plan checker with 41 years of experience. Jay has spent his career working for public agencies and consulting companies providing highly skilled design, building and engineering plan check and construction management of buildings, sewers, storm drains, streets, sidewalk, curb ramps, grading and stormwater management.

Experience

Certified Access Specialist (CASp) | *City of Corona, CA*

Principal of Building & Safety Division | *Brea, CA*

City Engineer | *Cities of Artesia and Baldwin Park, CA*

Building Official | *Cities of Huntington Park, Montebello and Baldwin Park, CA*

Building Official and Principal Plan Check Engineer | *Cities of Rosemead and La Puente, CA*

Senior Plan Check Engineer | *Cities of Baldwin Park and Huntington Park, CA*

Fire Plans Examiner | *City of Costa Mesa, CA*

Director of Engineering Department | *City of Los Angeles, CA**

Civil Engineer | *City of Los Angeles, CA**

Structural Engineering Associate | *City of Los Angeles, CA**

Cynthia Guerrero

Community Relations

Cynthia has extensive experience in public transit management, government affairs and public affairs. Her expertise includes administrative management, program development, and strategic planning while overseeing business processes and client communications. Cynthia collaborates with client stakeholders to ensure streamlined communications and execution of work in accordance to contracts, acts as a liaison between clients and internal executives to resolve city-wide projects according to timelines and within budget.

Experience

A partial list of the cities Cynthia has utilized her expertise in include: Adelanto, Anaheim, Artesia, Baldwin Park, Bell Gardens, Brea, Compton, Covina, Corona, El Monte, Glendale, Hawaiian Gardens, Huntington Park, La Puente, Lynwood, Norwalk, Moreno Valley, Pomona, San Bernardino, and many more.

Education

M.S. Geotechnical Engineering,
University of Sao Paulo

Registrations

Professional Civil Engineer: California
(#46841)

DSA Certified Access Specialist (#CASp-
683)

ICC Certified Building Official (CB)

ICC Certified Building Code Specialist
(B8)

ICC Certified Building Plans Examiner
(B3)

Qualified SWPPP Practitioner &
Developer, QSP / QSD (#22265)

City of Los Angeles Certified Deputy
Grading Inspector

Education

B.S. Public Administration, California
State University, Dominguez Hills

*Experience prior to joining the firm

Imad Zureiqat, MS, EIT

Inspector

Imad has more than 40 years of experience in construction inspection and resident engineer tasks. He has been responsible for successful delivery of many types of CIP projects for variety of Cities in the Southern California Region. He is a very experienced inspector with impressive credentials and certifications. He is an integral part of IE's inspection group.

Experience

Construction of Urban Bicycle Project | *City of Lynwood, CA*

Maine Avenue Improvement Project | *City of Baldwin Park, CA*

Long Beach Boulevard Street Improvement Project | *City of Lynwood, CA*

Pacific Pedestrian & Transportation Improvement Project | *City of Huntington Park, CA*

Sanitary Sewer System and CCTV Monitoring Program | *City of Montebello, CA*

Education

MS, Engineering, Moscow Civil Engineering Institute

Registrations

Engineer-in-Training, CA

Special Inspector Certificates: Structural Masonry, Reinforced Concrete, Prestressed Concrete

ACI Field Technician Grade 1 Certificate

General Building Contractor License (B)

Division of the State Architect (DSA) Regulations & Procedures (Part I, II, III)

Malcom Weatherbie

Inspector

Malcolm Weatherbie is a journeyman electrician and construction inspector with 17 years of experience. His experience in the construction industry has translated into vigilant oversight of the construction of public works projects.

Experience

Various Projects | *City of San Bernardino, CA*

Building and Facilities Capital Improvement Plan City Hall Council Chambers

Lighting Upgrades | *City of Bell Gardens, CA*

HSIP Cycle 8, Various Intersection Improvements | *City of Bell Gardens, CA*

Pavement Repairs and Skin Patch of Various Streets CDBG Zone | *City of Montebello, CA*

Long Beach Boulevard Street Improvements Phases 1 & 2 | *City of Lynwood, CA*

Downtown Public Parking Improvement Project | *City of El Monte, CA*

Alley Improvement Project | *City of Bell Gardens, CA*

Aquatic Center and Football Field | *City of Huntington Park, CA*

Taylor Ranch Greenspace | *City of Montebello, CA*

Education

Associated Builders & Contractors, Inc. Southern California

**Experience prior to joining the firm*

Anselmo Ybarra III

Inspector

Anselmo has recorded construction inspection reports, contractor documentation and contract compliance. Generated winterization plans and spreadsheets for monthly / quarterly / annual Water Board compliance. Prepared cost estimates for public works projects. Prepared and performed Monthly Safety Meetings. Continuous mandatory training and certification including hazardous waste. Produced plans, details, and maps in MicroStation for public works and operations projects. Recorded meeting minutes and documentation for public works projects and Monthly Site Meetings. Researched, allocated, and ordered equipment and materials for the completion of various projects. Coordinated with multiple divisions within the Department of Waste Resources. Performed monthly site inspections at multiple landfill locations throughout the County of Riverside. Inspected Protective Cover Soil placement. Operations support. Set lines, grade, and stakes with multiple electronic and hand survey equipment. Traffic control striping for entry road, fee booth and Waste Recycle Park.

Experience

ASAP General Engineering LLC | *Moreno Valley, CA**

Lamb Canyon Sanitary Landfill | *Moreno Valley, CA**

Riverside County Department of Waste Resource | *Moreno Valley, CA**

Christopher Koontz

Inspector

Chris has been responsible for reviewing site plans and traffic control before start of job. Oversaw the construction and ensured the job followed plans and specifications. Photographed work. Wrote daily reports including photos taken to show daily progress. Maintained constant communication with everyone involved on the project to ensure all were up to date with what is happening in the field. Chris has also been responsible for providing CAD drafting support services to a technical engineering team. Performed skilled drafting work in preparing preliminary and final engineering drawings, plans, and maps. Prepared presentation-ready exhibits using proposed information from other consultants or mark-ups from design staff. Manipulated existing information to prepare composite exhibits and plans. Produced finished drawings from preliminary design sketches and instruction provided by design staff.

Experience

NV5 | *Anaheim, CA**

Onward Engineering | *Anaheim, CA**

N Consult Engineers | *Irvine, CA**

ENGEO Inc. | *Irvine, CA**

Education

A.S. Applied Art in Science with Great Distinction

Registrations

Contractors State License Board (CSLB):
California (#903350)

Loudoun County Chamber of Commerce;
Board of Directors (2011-2018), Executive
Committee (2017-2018)

Education

Construction Management, Orange
Coast College

Certifications

Occupational Safety and Health
Administration (OSHA) 30 Safety
Certified

Storm Water Pollution Prevention Plan
(SWPPP) Certified

Visible Emissions Certified

Nuclear Gauge Certified

**Experience prior to joining the firm*

Miguel Hernandez

Inspector

Miguel has experience in administrating department budget and various funding source types; local tax, state and federal grants. Responsibilities include overseeing local municipalities capital improvements of public facilities, roadways, sewer mains, storm drains and traffic signals. Miguel oversees project teams consisting of community stakeholders, in-house staffing, utilities, consultants and contractors to perform major infrastructure improvements and maintenance operations. Oversees project teams to prepare construction plans, specifications and estimates for public capital improvement projects. Reviews subdivision projects for conformance with municipal codes and Subdivision Map Act. Reviews development grading plans, off-site improvements, soils reports and subdivision infrastructure for compliance with city's Municipal Code, Low Impact Development and ADA requirements.

Experience

Public Works Project Supervisor | *City of West Covina, CA**

Civil Engineering Associate | *City of West Covina, CA**

Civil Engineering Assistant | *City of West Covina, CA**

Civil Engineering Technician | *City of West Covina, CA**

Project Manager - Dale Evans and Associates | *Tustin, CA**

Education

B.S. Construction Engineering
Technology, California Polytechnic
University, Pomona

Nathan Kirby

Project Administrator

Most of Nathan Kirby's career has been spent in service to municipalities in Los Angeles County. He has held positions in which he has been responsible for administrative duties related to public works projects, construction and quality control.

Experience

Complete Street Improvements on Maine Avenue Project | *City of Baldwin Park, CA*

Garfield Avenue Improvements Project | *City of Bell Gardens, CA*

ATP Cycle 2 Uncontrolled Crosswalk Pedestrian Safety Enhancements Improvements Project | *City of Huntington Park, CA*

Water Main Replacement Project | *City of Huntington Park, CA*

Education

Business Administration, Cypress
College, Cypress, CA

**Experience prior to joining the firm*



Relevant Project Experience & References

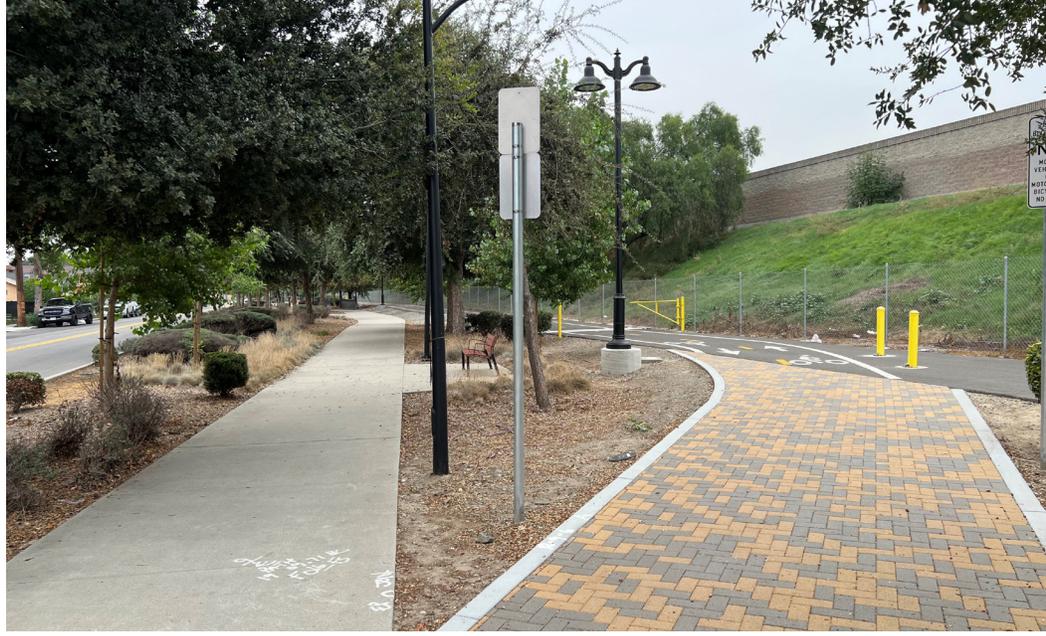
Relevant Project Experience & References

See the following table for a summary of our experience in various disciplines similar to the services needed by the City of Placentia.

City of Placentia FY 2023-25 CIP Projects	IE Project Experience Summary
Traffic Signal Improvement Projects	<ul style="list-style-type: none"> • HSIP Cycle 8, City of Bell Gardens, CA • ATP Cycle II, City of Huntington Park, CA • ATP Cycle III, City of Huntington Park, CA
Parks, Buildings and Recreation Facilities	<ul style="list-style-type: none"> • Susan Rubio Zocalo Park and Civic Center, City of Baldwin Park, CA • Sports Complex at John Anson For Park, City of Bell Gardens, CA • Aquatic Center, City of Maywood, CA • Bellflower Park, City of Adelanto, CA • Home 2 Suites, City of Montebello, CA
Bridge Construction and Maintenance	<ul style="list-style-type: none"> • Golden Avenue Bridge Replacement Project, City of Placentia, CA
Roadway Rehabilitation & Slurry Seal Projects	<ul style="list-style-type: none"> • Montebello Blvd. Widening, Bike Lane and Sidewalk Improvements, City of Montebello, CA • Paving the Way, City of Montebello, CA • Long Beach Blvd. Improvement Project, City of Lynwood, CA • Eastern Avenue and Florence Intersection Improvements Project, City of Bell Gardens, CA • Los Flores Blvd. Street Rehabilitation Project City of Lynwood, CA • Garfield Avenue Improvements, City of Bell Gardens, CA
Other Misc., Utilities - CIP Projects	<ul style="list-style-type: none"> • Urban Bike Trail, City of Lynwood, CA • Big Dalton Wash, City of Baldwin Park, CA • Thelma Avenue Water Main Installation, City of La Palma, CA • Aquatic Center, City of Huntington Park, CA • TOD Crowther Sewer, City of Placentia, CA • Thelma Ave. Water Main, City of La Palma, CA • Well, Booster Station, City of Bell Gardens, CA • Lilita St. & Eve Ave. Storm Drain Improvements, City of Lynwood, CA

Lynwood Urban Bike Trail

Lynwood, CA



Client

City of Lynwood, CA

Julian Lee

Director of Public Works

11750 Alameda Street

Lynwood, CA 90262

310.603.0220 ext. 801

Cost

\$6.7M

Schedule

2022 - 2023

Services Provided

Civil Engineering

Construction Management and
Coordination

Inspection

Description

“2023 American Public Works Association (APWA) Southern California Chapter Project of the Year” in the Recreation and Athletic Facilities category.

The trail features a hot mix asphalt (HMA) bike path, seamlessly integrated curb and gutters and curb ramps to ensure accessibility for all. Retaining walls and concrete swales enhance both functionality and aesthetics, while concrete box culverts and permeable pavers contribute to efficient water management. The project also provided amenities such as drinking fountains, pedestrian lighting, bike racks, bike path signs, wayfinding, and interpretive signs along the bike trail. One of the important aspects of the project was the addition of more than 250 trees in between the new landscaping of more than 7,000 new shrubs.

The project was completed on time and within budget.

Montebello Boulevard Widening Project

Montebello, CA



Client

City of Montebello

Danilo Batson

Former Director of Public Works

1600 W. Beverly Boulevard

Montebello, CA 90640

323.889.9976

Cost

\$2.7M

Schedule

2018 - 2019

Services Provided

Construction Management

Inspection

Labor Compliance

Utilities

Civil Engineering

Description

“2021 American Public Works Association (APWA) Southern California Chapter Project of the Year” award winner.

Our team provided construction management and inspection services on this project to widen Montebello Boulevard to accommodate a new class II bike lane on the easterly side of the boulevard. Activities included the excavation of approximately 8,000 CY of dirt to make room for the widening required; construction of 5-ft high retaining wall; installation of a raised PCC medians with decorative percolation system and landscaping; traffic signals upgrades; construction of a reclaimed water line from Lincoln Avenue to Jefferson Avenue; relocation of water lines, gas lines and streetlights; grind and overlay of approximately 500,000 sq. ft. ground and 10,000 T of AC; new thermoplastic striping; coordination with Fish and Wild Life to protect nesting of birds due to the potential impact of the roadway widening adjacent to a natural reserve along; coordination was also necessary with SCE for the removal and re-installation of streetlights.

The project was completed on time and within budget.

Long Beach Boulevard Improvement Project

Lynwood, CA



Client

City of Lynwood, CA
Julian Lee
Director of Public Works
11750 Alameda Street
Lynwood, CA 90262
310.603.0220 ext. 801

Cost

\$11.3M

Schedule

2017 - 2020

Services Provided

Construction Management
Inspection
Labor Compliance
Civil Engineering

Description

“2020 American Public Works Association (APWA) Southern California Chapter Project of the Year” award winner.

Our team provided construction management, inspection, and labor compliance for this project that involved roadway resurfacing of 192,779 sq. ft. with a section of 2-in AC top course and 1-in AC leveling course and 40,000 sq. ft. with a section of 2-inch of asphalt rubber hot mix (ARHM) over ½-in SAMI sealant and 1-in leveling course. Concrete improvements included 4-in sidewalk, driveway approaches, cross gutters, curb and gutter, curb ramps, installation of 16 detectable warning surfaces on existing curb ramps, and construction of six new bus pads. Our inspectors provided compliance with plans, specifications, and the contract; oversaw traffic control, and provided daily log and inspection report entries, including pictures of the project. Reviewed and reported contractor claims, prepared weekly update reports, and reviewed contractor’s invoices, verified completed work and approved all quantities.

The project was completed on time and within budget.



Understanding & Approach

Understanding & Approach

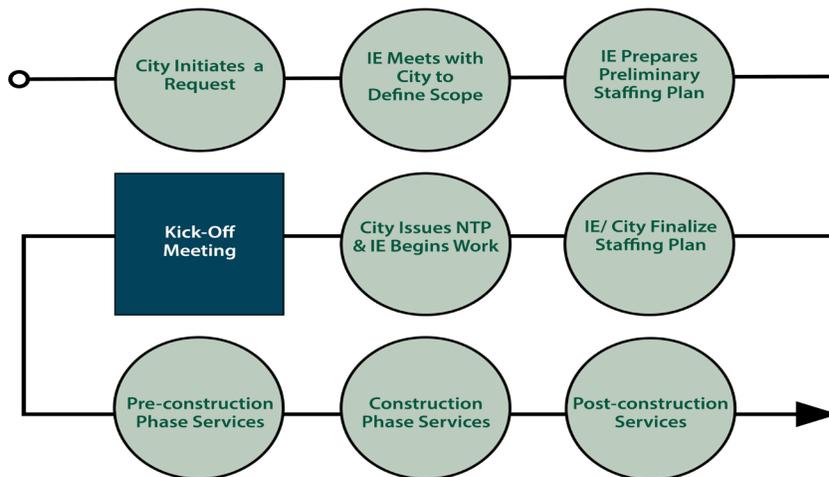
DETAILED WORK PLAN FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

The City of Placentia has a robust Capital Improvement Program (CIP), which includes projects in various categories. Infrastructure Engineers was established with a prime objective to assist municipalities with a seamless and quality service. Our approach has always been to provide a comprehensive array of professional services to our city clients. To this end, IE was organized to assist Cities with every type of service that is required for the city to maintain and support the city's infrastructure. This unique approach has enabled us to serve our clients seamlessly and at the same time grow in the communities where we live and work. We are committed to supporting our clients and we look forward to doing the same for the City of Placentia.

IE is essentially divided into two groups, civil design / environmental, and project management and construction management services. We have the advantage of utilizing our capabilities and resources interchangeably without any barriers, where we collaborate to provide our clients with one-stop shop services, helping our clients manage their projects quickly and effectively. As of June 12, 2023, Infrastructure Engineers (IE) has officially joined Bowman. **Bowman is a national professional services firm offering multi-disciplinary engineering, planning, surveying, geomatics, construction management, structural design, MEP, fire / life safety systems, environmental consulting, landscape architecture, and right-of-way acquisition.** This merger provides both companies with a stronger foundation to provide our clients with even more resources and technical capabilities, while offering the same level of commitment to our clients and employees.

Our approach starts with meeting with our clients to truly understand their needs and to get to know the project's background, budget and schedule in addition to any specific challenge that might exist. This will allow our team to form the right plan for managing the projects in the most efficient and cost-effective way possible. We will then be able to formulate the right team for delivering projects by assigning work to our experienced knowledgeable team members in each defined category, based on the city's priorities, budget and schedule. IE will be working diligently and proactively with the city's project manager to finalize a fee proposal for each task order and to start mobilizing staffing to the satisfaction of the city.

Bowman On-Call Workflow



Understanding & Approach (cont.)

We have studied the City of Placentia's CIP list of projects and the following is a table showing our collective experience with each type of project, where we have successfully completed and delivered projects in behalf of a few selected key clients. As you can see, our construction management capabilities include very similar types of projects that the city plans to construct over the next five years. Our team brings all the required resources in one place and under one contract. We propose to do the same for the City of Placentia, either as staff augmentation, or as stand-alone projects or task orders. In any case, we are ready and willing to serve the city of Placentia, to achieve your project goals and objective, meeting the city's allocated budgets and delivery schedules.

City Client	Streets (ST)	Traffic (TR)	Sewer (SW) Storm	Sanitation (SN)	Storm Drain (SD)	Water (WA)	Public Facilities (PF)	Parks (PK)	Miscellaneous (MS)*
City of Baldwin Park	✓	✓			✓		✓		✓
City of Bell Gardens	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Brea	✓						✓		
City of Compton	✓	✓			✓				
City of El Monte	✓	✓	✓		✓				
City of Glendale	✓	✓			✓			✓	
City of Glendora			✓		✓	✓			✓
City of Hawaiian Gardens	✓	✓	✓		✓	✓	✓	✓	✓
City of Huntington Park	✓	✓		✓	✓	✓	✓	✓	✓
City of La Palma	✓	✓		✓		✓	✓		
City of Lawndale	✓	✓							
City of Lynwood	✓	✓	✓		✓	✓	✓	✓	✓
City of Manhattan Beach	✓	✓			✓				
City of Maywood	✓	✓	✓		✓	✓	✓	✓	✓
City of Montebello	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Pico Rivera	✓	✓	✓		✓	✓			
City of San Bernardino	✓	✓							✓
City of Villa Park	✓	✓							

* Miscellaneous (MS): Utility Master Planning, Traffic Study, Pavement Management Support, ADA Transition Plan and Management Support, Property & Right-of-Way Appraisals & Acquisition Services, GIS Support Services, City Facilities Fiber & Micro-Trenching Support.

Understanding & Approach (cont.)

Construction Management

Construction management starts with “Responsiveness and Clear Communication.” To facilitate seamless communication with the city, we have identified Masoud Sepahi, who has served the City of Placentia in the past, and he is very familiar with the city’s needs and programs. Masoud will be the main point of contact for the city and the main person overseeing the contract. Masoud is the Director of Construction Management Services, and he oversees all contracts to ensure full compliance with our commitment to serving our clients. He believes that being responsive to the city’s needs and clear lines of communication between the team members is the recipe for success on any project, regardless of size and complexity. Masoud will promote a reporting system that he has used with many other clients, which he will be using for the City of Placentia. As a common practice on every contract, IE will prepare and submit a comprehensive report to the City of Placentia. This executive level report summarizes the status on all the task orders and the projects, including costs, budgets, schedules, key issues and challenges with each project and other executive level reports and charts as requested by the city. Masoud will meet with the city’s project manager once a month to go over this report and to learn more about the city’s concerns and issues. This reporting structure has served well with other Cities, and we propose to do the same for the City of Placentia at no cost to our clients.

Pre-construction Phase Services

The key to a successful project delivery starts, before the project goes out to bid, therefore, it is paramount for the IE team to work with the city to foresee any issues or challenges that may hinder the project during construction. One of the challenges currently facing most projects is the cost escalation and availability of materials. Other challenges include utility conflicts and unforeseen field conditions. The following summarizes the various ways that we can tackle each potential issue during the Pre-construction phase, based on our current and past experiences with similar types of projects:

- **Learning City’s needs** - After a thorough review of all the project information and contract documents, IE will arrange for a kick-off meeting with city staff, the designers, and other stakeholders to learn more about the project background and any particulars on the project that the PM / CM team should know about. Our goal is to learn as much as possible from key stakeholders and the status of the funding, in addition to meeting key city staff and introducing the IE team. In our experience, coordination with various city staff and city departments in addition to the outside influencers is key to a successful start.
- **ADA & Energy Compliance** - Some of the other reviews by the IE team during the pre-construction phase will include evaluation of the project scope to see if the city will desire to update and repair such items as ADA curb ramps, ADA & Cal Green compliance, curb / gutter and sidewalk evaluation and repairs, energy audits, solar power, EV charging stations, etc. Working on similar projects, we have found that inclusion of such items will benefit the city tremendously. We understand that the city will be adopting a new ADA Transition Plan and our team has assisted other city’s with implementing these plans in the most efficient and cost effective way.
- **Cost Estimating** - IE will review the concept plans and the current budgets to assist the city with determination of accurate budgets to be used for the city’s CIP program. Our team has a robust database of current bids which can be used in determining cost for various types of public improvement projects. We have established these estimates based on the latest unit pricing and bids received on other recent projects in the southern California region. IE will compare these estimates against the city’s standing budget and schedule and will make recommendations for adjusting costs and budgets if necessary.

Our certified CASp expert Jay Shih will ensure full compliance with the latest ADA provisions. Other inspection activities include conducting field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act.

Understanding & Approach (cont.)

- **Right-of-way** - It is critical to identify and resolve any right-of-way issues that may exist on any type of CIP projects. Prior to starting construction, there are many ways to determine if there are any ROW issues on projects, starting with a review of available as-built plans, County maps, GIS maps, title report search and conducting a boundary / property survey of the properties in question. IE's subconsultant team Epic Land Solutions can assist the city during the pre-construction phase to identify any potential issues on the property boundaries and draw the appropriate legal documents, such as easements, dedications, and Lot line adjustments to resolve any potential legal issues.
- **Agency Coordination** - IE team will Identify High-Risk Locations (schools, businesses, high-density residential areas, etc.), Trash Pickup and Street Sweeping Schedules, and coordination with major stakeholders, such as Caltrans, OCTA, neighboring cities, OCFC, etc. for informing them of the projects and to receive their input on the plans. We will also assist with preparation of cooperative agreements and license agreements between the city and outside agencies, when it's necessary.
- **Quality Control and Quality Assurance (QA / QC)** - There are several key elements when reviewing the bid documents. Our goal has always been to make the plans and specifications and all the attachments clear to understand and to remove any discrepancies that might exist in the documents prior to bidding. As part of our Red-team QA / QC review, we will make sure that the review is conducted by people that have expertise and are licensed and qualified to perform reviews for each trade. These reviews also include constructability and value engineering reviews, to ensure that all details are correctly cross-referenced and are clear to read and understand. Other constructability items include identification of long-lead components on the project, ROW issues, utility verifications, verification of unit prices and quantities.
- **Utility Conflicts** - Regarding utility conflicts, it is very important to identify and show all the existing utilities on the contract documents and to include provisions in the Contract for the contractor to conduct potholing. It is also important to make sure that the Contractor conducts this potholing in advance of start of any excavation work. IE team has introduced various safeguards for dealing with unforeseen utilities that the contractor may encounter during construction.
- **Bid & Award** - We are glad to see that the city is utilizing the online Planetbids for managing the bidding and award process. This system has worked very well in the past on many other projects, ensuring that all questions, addenda, and project information are received quickly and accurately. This system also reduces the chances for information getting lost or not delivered to potential bidders.
- **Bid Review** - After bids are received, IE will review and evaluate bids for accuracy and responsiveness, based on the directions given in the Instruction to Bidders. This review will include checking the entire bid, to ensure that all forms have been signed, valid and proper bid-bonds are included, there are no math errors, all the forms have been completed, sub-contractors have been listed with each percent share of the work identified, references have been listed and to make sure that all the licenses and credentials have been secured.

Construction Phase Services - Resource Allocation

Our approach for managing each project will be to collaborate and coordinate our activities with the city's project manager in providing as-needed services and at the same time, introduce many of the lessons learned from our past projects. Prior to start of any construction project and / or activity, IE will meet with the city to formulate a work plan and a resource allocation matrix for each individual project to build a robust team to administer and manage construction contracts, in accordance with the city's needs and budget. IE will also establish the individual

We utilize an electronic project management system that will allow seamless transfer of information between the project team, including architects, engineers, construction management team and the contractor.

Understanding & Approach (cont.)

needs of the project for other necessary services, such as field survey, geotechnical investigations, materials testing, SWPPP, NPDES Permitting and monitoring, environmental investigations and testing, deputy inspections and other specialty items as required.

- **Filing Systems** - In collaboration with the city, IE will set up an electronic filing system, to address all funding requirements by outside agencies, such as Federal, State, County and OCTA for securing grants and outside fundings. IE will ensure to follow all grants funding requirements by following the latest guidelines for various programs, through the Caltrans' LAPM, County's SBDG and other grants managed by OCTA. We are now using the C-MIS on all of our construction projects and we will be more than happy to utilize this system on all of the Placentia Projects. C-MIS allows seamless exchange of information between all parties involved in construction activities in real time and has worked very well for our team members, allowing them to exchange information more rapidly and effectively.
- **Submittals and Schedules** - IE will review and process contractor's submittals by first preparing a submittal-list for each individual contract. All submittals and deliverables that are required by the contract will be logged through the IE's project management system and routed to the project's architect and engineers for review and approval. As a standard practice, IE will meet with the city prior to bidding, to learn more about the city's requirements for purchasing equipment compatible with the items currently being used. We will also ensure that proper warranties are stipulated for certain items per the city's needs to ensure longevity of these systems over the long haul. **Schedule: IE will prepare and submit to contractor a "Weekly Statement of Calendar / Working Days" report to ensure that the Contractor is fully aware of the schedule and the critical path activities, that may be in jeopardy.** We have trained our inspectors to be informed of the latest construction techniques, traffic control rules and regulations, utility investigations and monitoring, and quality assurance requirements for each type of public improvement project.
- **Pre-Construction Meeting** - IE will arrange and conduct pre-construction meetings with the Contractors, designers, inspectors and other key stakeholders. We will ensure to invite all city personnel that may be involved with the project, in addition to representatives from regulatory agencies that may be involved with permitting and grant funding.
- **Inspection and Field Activities** - Daily construction logs shall be provided for the city's review on IE's web-based virtual project management software. The project inspector will review construction progress schedules on a regular basis to verify that the project is on schedule and on track with project milestones. **Material Testing:** IE's inspector will coordinate the materials testing requirements with the contractor and if necessary, we will facilitate an independent Quality Assurance Program, based on project needs. As part of our team, we have included P.A. & Associates and Southwest Inspection & Testing to provide all of the testing requirements on any of the city's projects. **Daily Logs:** Our daily logs have been tested and used on many other projects and are available real-time, to be viewed by any of the team members and the city. Our inspectors have been trained to monitor various contract compliance provisions, as required by the city and outside funding agencies. Our inspectors will ensure that the contractor complies with the prevailing wages rules, and they will conduct all the necessary tasks including special traffic safety, access, job site protection for safety, SWPPP and NPDES monitoring, CASp certification and specialty inspection, labor compliance postings and any other special necessities, required by the Contract. **IE will prepare and submit to contractor a "Weekly Statement of Calendar / Working Days" report to ensure that the contractor is fully aware of the schedule and the critical path activities.** Our daily logs have been tested and used on many other projects and are stored electronically on the project management system, to be viewed by any of the project management team members and the city. Our inspectors have been trained to monitor various contract compliance provisions including traffic safety and access issues, job site protection for safety, SWPPP and NPDES monitoring, CASp certification and inspection, labor compliance postings and any other special requirements by the contract and outside grant funding sources following the Local Assistance Procedure Manual (LAPM).

Understanding & Approach (cont.)

- **Traffic:** IE inspectors will also make sure that the contractor is following all the traffic coordination and permitting. We will coordinate with the contractor to make sure proper access to adjacent businesses / residents has been provided during the duration of construction. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
- **ADA Compliance** - We have found that when it comes to ADA compliance, having a certified CASp inspector will help tremendously with compliance. The CASp inspection starts with a review of the plans to make sure that the design meets the latest ADA and CBC and UBC. We have found that compliance with the latest codes should be built into the design and carried over to construction. As part of our team, Jay Shih will provide ADA review and inspection prior to bid and during construction. Jay holds multiple certifications in addition to being a CASp certified.
- **Storm Water** - Storm water protection compliance with the city's National Pollutant Discharge Elimination System (NPDES) permits and requirements will be monitored daily. Our expertise also includes NPDES and MS4 permitting, inspection and compliance, design of infiltration and detention basin, sewer lift station, wastewater collection systems and reclaimed water systems. As part of our extensive offering of municipal services, we provide National Pollutant Discharge Elimination System (NPDES) and municipal separate storm sewer systems (MS4) compliance, investigation, and permitting assistance, and staff training – either as part of our typical plan check and construction inspection services or as a separate program. Our construction managers and inspectors are fully aware of the SWPPP compliance requirements, and they have assisted with NPDES inspection for Cities of Baldwin Park, Bell Garden, Calxico, Lynwood, Montebello and South Gate.
- **Health and Safety** - We at IE take safety very seriously. We know that even one incident on the project will taint the project. As a standard practice, at the beginning of each meeting, we draw attention to a safety moment. This is to ensure that all parties and the construction team make safety on the job a priority. We believe that safety must be built into the culture of the construction team, and it must be the underlying condition for conducting any type of construction work. IE will make sure that the latest CAL-OSHA provisions have been incorporated into the contract documents and we will monitor the job daily to ensure that all safety precautions have been placed at the job site every day. At the pre-construction meetings, IE will ask to see the Contractor's Health and Safety plan and makes sure that a Safety Offices has been identified by the Contractor, in addition to the sub-contractors. At the onset of the project, and before, construction starts. IE will implement job safety procedures in compliance with CAL-OSHA requirements and will continuously monitor the contractor's compliance with the established safety programs. All our construction managers and inspectors have completed the OSHA 30 hour training and stay updated with the current OSHA regulations.
- **Quality Control and Materials Testing** - Quality Control must be built into the Contract Documents. In addition to the requirements by the Standard Specifications for Public Works Construction (Green Book), which sets the minimum requirements for controlling the quality at the job site, IE will evaluate and determine individual needs of the projects for a robust QA / QC program. These provisions will need to be written into the contract documents, so that the contractors provide an adequate testing program, necessary for meeting the requirements of the project. As part of our monthly reporting, a section will be dedicated to the QA / QC program, summarizing the testing and a review of the contractor's performance, on a regular basis. As part of our team, we have included PA & Associates for Geotechnical Engineering and Southwest Inspection & Testing for Deputy Inspection services. This team is fully equipped and ready to assist with any kind of materials and quality testing required for managing projects, from roadway rehabilitation to facility and building renovations, as required. **Deputy Inspection:** As part of our team, Southwest Inspection & Testing will be providing us with all as needed specialty inspections that require a Deputy inspector. Southwest Inspection & Testing has been a key player in providing specialty inspection services in the Southern California region and they are readily available to provide every type of deputy inspection that is required including but not limited to High Strength Concrete, Masonry, Structural

Understanding & Approach (cont.)

Rebars, DSA, Soil Tabulation, Stressing, and other specialty deputy inspection services. They have provided these services for many cities in the Orange County region.

Southwest Inspection & Testing currently employs over 100 employees including 65 Field Special Inspectors, 10 Clerical, 6 Engineers, 15 Laboratory / Soils Technicians and 4 Geologists. Southwest's personnel are strongly aware of the job-site need for speed, quick response, constant communication and the need to work with the parties involved.

Southwest's laboratory is one of the top materials testing laboratories in Southern California. It holds certifications and accreditations with numerous major approvals, accreditation agencies – state and nationwide. Following is the list of agencies that they are currently approved by:

- Caltrans (Bridge and Roadway Work).
- FACE (Floor Flatness Work).
- ACI (Field Technician and Sampling Work for Concrete).
- AMRL (Private, Public and Local Jurisdiction Work).
- CCRL (Private, Public and Local Jurisdiction Work).
- OSHPD (Hospital Work).
- DSA (LEA #90; School, Community College Work).
- ICC (Private, Public and Local Jurisdiction Work).
- City of Los Angeles (Private, Public and Local Jurisdiction Work).
- City of San Diego (Private, Public and Local Jurisdiction Work).
- IAS (Private, Public and Local Jurisdiction Work).
- US Green Building Council (Private, Public and Local Jurisdiction Work) - Tensile Test and Bend Test of Reinforcing Steel bars.

Post-Construction Services - IE will start planning on project close-out activities weeks before the completion of the project. This is to ensure that the contractor is aware of the city's expectations for taking all necessary the steps and to allow ample time for any type of commissioning, testing and balancing that may be required. In addition, the project may need staff training, which requires advanced planning. The close-out activities will include final inspection / walk through with the city staff, maintenance / service personnel and the project's architect / design consultant. IE will issue a preliminary punch-list to put the contractor on notice of any outstanding item, followed by a final punch list, including schedule for punch list completion. IE will monitor the repairs and follow through with the contractor, until all items on the punch list are 100% complete. IE will gather and transmit all required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties, and other documents as stipulated in contract documents for submittal to the city. IE will review and process contractor's final payment request and release of retention, in addition to assisting the city with preparation and filing of Notice of Completion. IE will organize and deliver all project documents and files, in addition to the grant funding forms and ledgers to the city for future use. All reports, daily logs and other related construction documents will be submitted to the city through IE's web-based system.



Scope of Work

Scope of Work

The scope of work for providing construction management and inspection services includes all the necessary efforts for the IE team to assist the city manage and complete a construction project on time and on budget. As it was mentioned in our approach to delivery of services, successful delivery of CM / Inspection services, starts before the award of a construction contract. Our scope of services will include a comprehensive review of the plans and specifications to make sure that there are no discrepancies in the bid documents and to apply our many years of experiences and lessons learned to work with the design team and the city staff to produce the best possible bid package. We will accomplish this by applying many of the techniques and lessons learned on other similar projects in the past. Our project manager Masoud has created a lesson-learned matrix, while working for the City of Placentia, LA Metro and the City of Los Angeles, and he will be applying these lessons to every project that we will take on behalf of the city. We understand that every project is unique and requires a different approach, however, the process for taking a project, from design to bid / award and construction completion remains the same. The following is a description of various tasks involved with a typical construction project under the city's rules and general practices:

Pre-construction Phase

- City staff and IE discuss the scope of services.
- IE submits a fee proposal to the city for review.
- City staff and IE negotiate a fee proposal based on the project's schedule and budget.
- City staff prepares the staff report for awarding a contract by the City Council if a contract has not yet been awarded. In some cases, the city may elect to award a contract after an On-call list has been established.
- IE team will conduct a formal constructability review, including a review of the cost estimates and unit price quantities. IE Team will also visit the jobsite to ensure that the plans include all the necessary bid items and other items of the work, which may have been overlooked.
- In case, the cost estimates exceed the project budget, IE will work with the city to adjust scope to meet the desired cost and budget.
- IE will review the construction schedule, the long-lead items on the project and will advise the city to make adjustments to the project schedule and durations if necessary.
- IE will work with the city staff to finalize the Bid Package and to advertise the project on Planet Bids. IE will be involved during the questions and answers period, assisting to provide responses to the questions from the contractors bidding on the project.
- IE will assist the city to prepare any addenda to the Bid Documents, when necessary.
- IE will assist the city with reviewing and making recommendations for awarding the contract to the lowest, responsive & responsible contractor, after conducting a complete review of the bids, checking references, bonds, insurance and all other bidding requirements.
- IE will assist the city to prepare the Agenda Report for the City Council for awarding a construction contract.
- IE will work with the Contractor to obtain all necessary bonds and insurance documents and will obtain signed copies of the construction agreement from all parties.

Scope of Work (cont.)

Construction Phase

- Once, all documents have been signed and processed, IE will arrange for a pre-construction meeting with all parties involved with the project, including the contractor representatives, designers, city staff and others. The CIP includes projects outside of the Public Works Department, in which case, IE staff will work with other departments, such as Community Services, Police Department and the Fire Department. IE is fully aware of the importance of communicating and coordinating construction work with all stakeholders, and to include key participants from each department.
- IE will conduct the pre-construction meeting and will prepare the minutes for the meeting. IE will ensure that the contractor is aware of the key issues on the project, such as Traffic, Safety, Construction Noise and Dust Control Impact, outreach to the residents and businesses, Schedule, Phasing and the city's expectations.
- After the NTP has been awarded, IE's construction manager and inspector will arrange weekly construction progress meetings to evaluate and monitor the Contractor's performance on quality and conformance with the plans and specifications.
- IE will prepare and submit to contractor a "Weekly Statement of Calendar / Working Days" report to ensure that the contractor is fully aware of the schedule and the critical path activities.
- Our daily logs have been tested and used on many other projects and are stored electronically on the project management system, to be viewed by any of the project management team members and the city.
- IE utilizes C-MIS on every construction project, and we intend to use this electronic project management system for the City of Placentia's projects. All RFIs, Submittals, Correspondences will be handled through this system. This system allows for a seamless exchange of information between key participants without any delays in real time. The city will also have access to daily logs and all the correspondences through this system.
- IE staff will conduct labor compliance and regulatory reporting, on a daily basis. IE will ensure that the Contractor complies with the grant funding requirements, for posting and submitting DIR reports, in addition to the Certified Payroll reports.
- IE will manage and resolve all potential claims, by investigating and responding to the Contractor's questions and inquiries rapidly. Claims, will be discuss in our weekly progress reports and resolved. In case, there are claims that have merit, IE will prepare all the necessary Change Order Documents and works with the city staff to process the Change Orders.
- IE will review and work with the Contractor to ensure accuracy on every pay request prior to submitting them to the city for processing.
- As the end of the project approaches, IE will work with the Contractor to start a preliminary punch list, in addition to arranging for testing / balancing, commissioning, and collecting all the necessary Maintenance / Operations manuals.
- IE will ensure that the Contractor completes the project on time, by monitoring and enforcing the project delivery schedule. In case, the project is delayed, IE will work with the Contractor on finding solutions, to recover and complete the project on time.
- IE will process the final change orders, pay item adjustments and prepare the final pay application for the city's review and approval.

Scope of Work (cont.)

Project Completion Phase

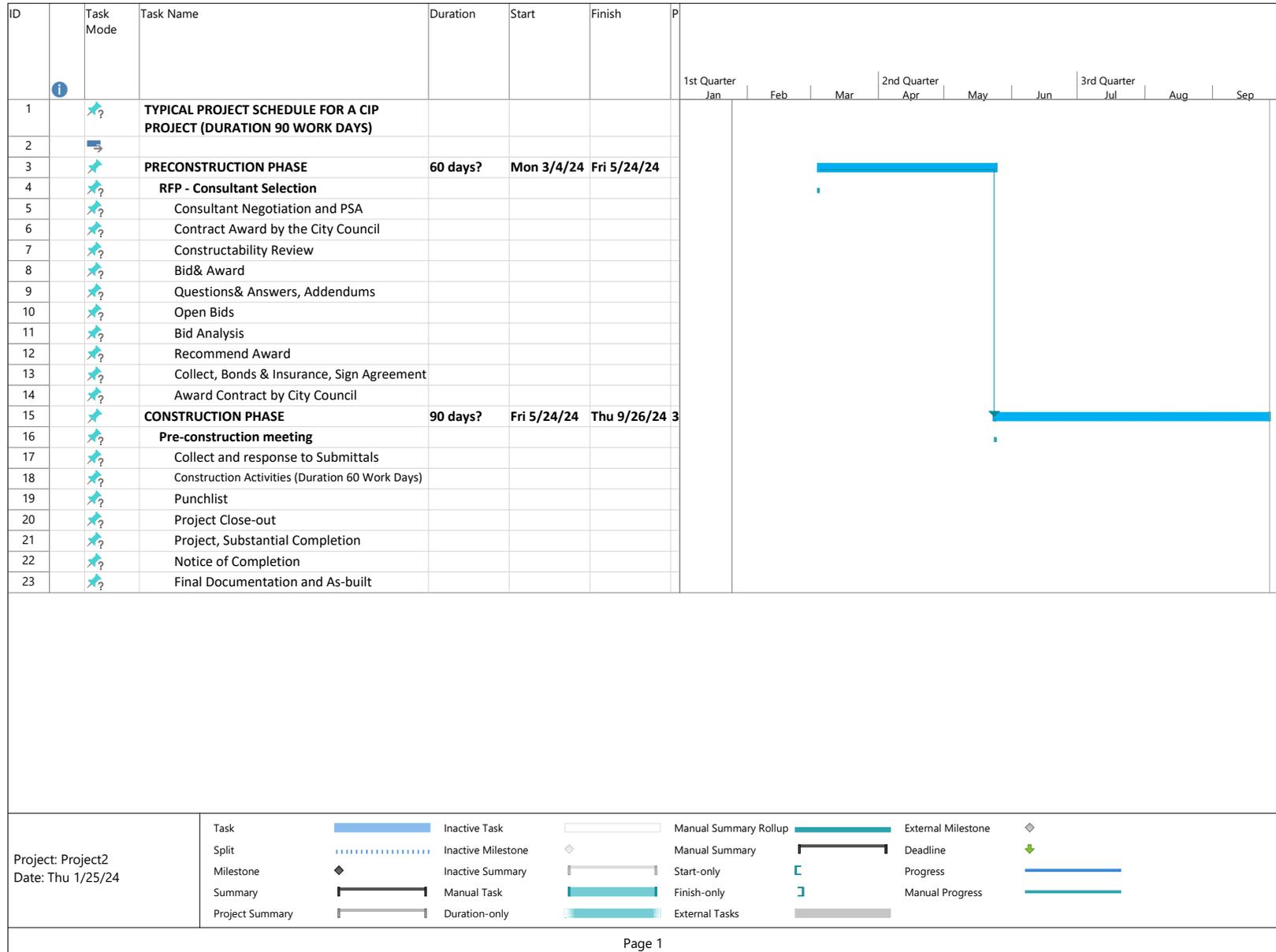
- Upon approval of all work by the Contractor, IE will issue the notice of Substantial Completion, to start the one-year warranty period and to accept the project.
- Upon acceptance of the contract completion, IE will prepare the Notice of Completion and make recommendation for City Council to approve the completion of the project.
- IE will ensure that there are no Stop Work Notices or Mechanics Liens filed against the project.
- IE will assist the city with any claims that may remain on the project, but following up and keeping all documentation to share with the city and the City Attorney.
- IE will collect and deliver, all project information and documents to the city.

The following schedule is an example of some of the key activities involved with construction management on a typical capital project:



Schedule

Schedule





Required Proposal Statements

Required Proposal Statements

- A. IE will perform the services and adhere to the requirements described in the RFP, including any addenda. No addenda were issued for this RFP.
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. No part of this submittal is considered proprietary.
- D. IE will not substitute members of our designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. IE has no Conflict of Interests.
- F. IE has not colluded with other proposing firms.
- G. IE is able and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.



Proposed Exceptions



Proposed Exceptions

IE has no proposed exceptions.



Forms

APPENDIX B SUMMARY SHEET

Firm Name: Infrastructure Engineers, a Bowman company

Firm Parent or Ownership: Bowman Consulting Ltd.

Firm Address: 3060 Saturn Street, #250, Brea, CA 92821

Firm Telephone Number: 714.940.0100

Firm Fax Number: 714.940.0700

Number of years in existence: 30

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Sid Mousavi Title: Senior Principal

Telephone Number: 714.940.0100 Fax: 714.940.0700

Email: sidmousavi@bowman.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Masoud Sepahi Title: Director of Municipal Engineering & Construction Management Services

Telephone Number: 949.375.6599 Fax: 714.940.0700

Email: msepahi@bowman.com

Types of services provided by the firm: construction management, inspection

civil engineering, traffic engineering, transportation engineering, plan checking

land use planning, environmental consulting, water engineering

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

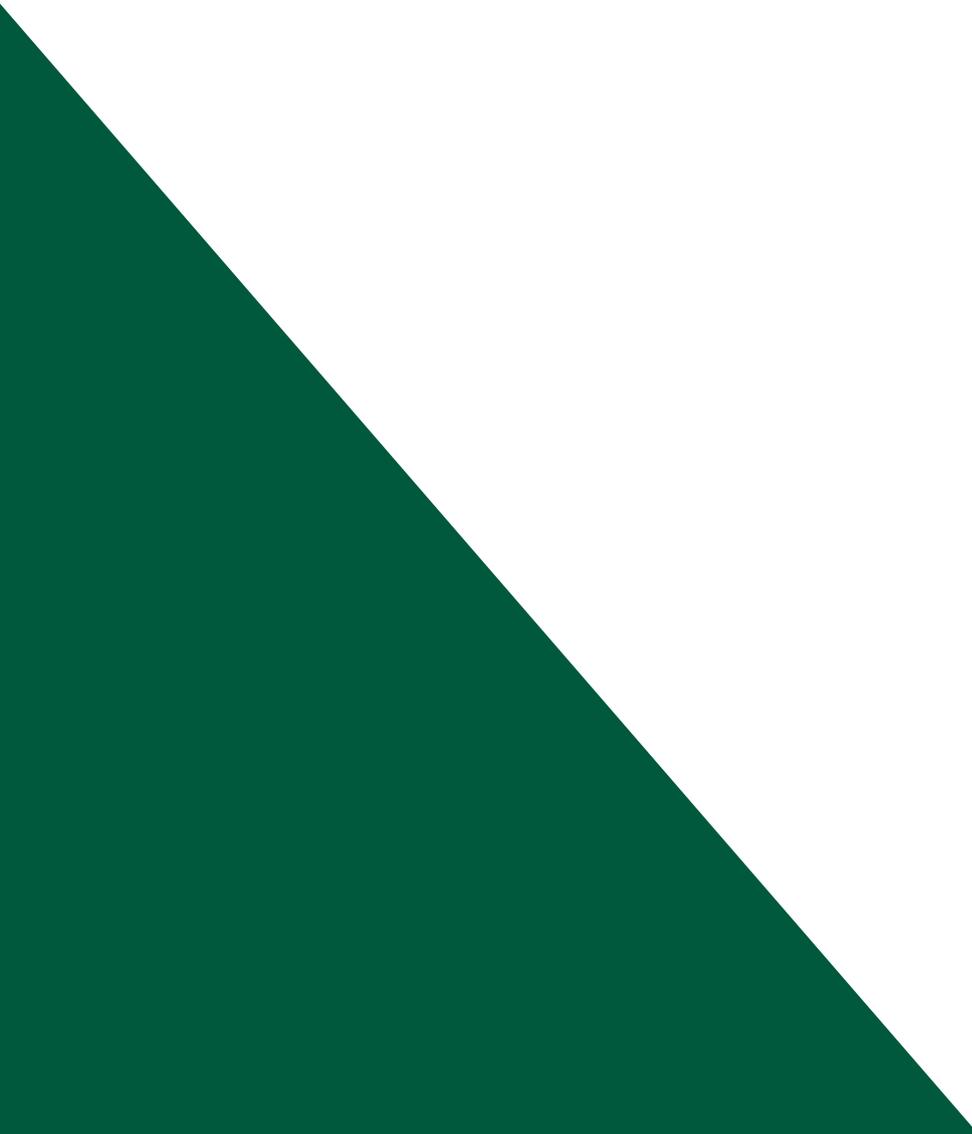
Name of Firm: Infrastructure Engineers, a Bowman company

By: 
(Authorized Signature)

Type Name: Sid Mousavi

Title: Senior Principal

Date: 1/15/24





City of Placentia, CA

On-Call Construction Management and Inspection Services

Cost Proposal

Submitted by:

**Sid Mousavi, MSCE, PE, Senior Principal
Infrastructure Engineers, a Bowman company**

3060 Saturn Street, Suite 250
Brea, CA 92821

714.940.0700 | sidmousavi@bowman.com | bowman.com

Submitted to:

Chris Tanio, PE, Deputy Director / City Engineer

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

January 30, 2024





1906 Orange Tree Lane, Suite 240 • Redlands, California 92373
 (909) 792-2221 • (909) 784-1836 fax
 office@onpointlandsurveying.com • www.onpointlandsurveying.com

RATES EFFECTIVE 01-01-23 to 12-31-26

HOURLY RATE SCHEDULE (NON-PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	\$150
Survey Calculations and Document Preparation	\$150
Land Surveyor Review/Professional Services	\$225

FIELD:

Survey Crew (4 hour Minimum)	\$275
Survey Crew (Outside of normal hours of operation)	\$355
Travel Time	\$150

HOURLY RATE SCHEDULE (PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	\$150
Survey Calculations and Document Preparation	\$150
Land Surveyor Review/Professional Services	\$225

FIELD:

Survey Crew (4 hour Minimum)	\$300
Survey Crew (Outside of normal hours of operation)	\$450
Travel Time	\$150

2024 PROFESSIONAL FEE SCHEDULE

.SOIL ENGINEERING .GEOLOGY .MATERIALS TESTING .HAZARDOUS WASTE ASSESSMENT

PROFESSIONAL SERVICE FEES (Per hour)

Associate Engineer/Geologist	155
Senior Engineer/Geologist	145
Project Engineer/Geologist	145
Staff Engineer/Geologist.....	125
Field Engineer/Geologist	125
Engineering Field/Lab. Technician	115
Technical Drafting.....	115
Technician, Deputy Inspector	115
Engineering Field Technician w/nuclear gauge & vehicle.....	115
Prevailing Wage Hourly Surcharge for Technician & Field Engineer	20/hr.

Overtime will be charged at the basic rate plus 50%. Overtime is defined as the excess above 8 hours on weekdays, time before 7 a.m. or after 5 p.m., and regular hours on Saturdays. Sundays, holidays and time between 12 mid-night to 4 am will be charged regular hour plus 100%. Call out for field is a minimum of 4 hours, over 4 hours is 8 hours.

SUPPORT SERVICES

Word Processing85
Secretarial Services85
General office.....	.85
Sample/Document	
Pickup & Delivery.....	.85

Expert witness testimony will be charged at \$525 per hour; minimum charge of \$2000.00

REIMBURSABLE EXPENSES

Heavy equipment, supplemental insurance, permit travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 50%.

PROPOSAL ACCEPTANCE PERIOD

Proposals are valid for 30 days, unless otherwise specifically stated.

OTHER CHARGES

Travel time will be billed at appropriate hourly rates. A conveyance charge of 70 cents per mile shall be charged for round trip travel from our office to the project site

LABORATORY CHARGES

<u>Test</u>	<u>Fee Each</u>
Moisture Content.....	50
Moisture and Density (Ring Samples)	75
Maximum Dry Density	250
Maximum Density Checkpoint	75
Sieve Analysis.....	150
Percent Passing No. 200 Sieve	75
Liquid Limit	125
Liquid Limit and Plastic Index.....	225
Sand Equivalent	125
Expansion Index.....	125
Direct Shear (Undisturbed) (Per Point)	150
Direct Shear (Remolded) (Per Point)	160
Consolidation (Per Point)	160
R-Value (Untreated).....	350
R-Value (Treated)	450
Sulfate Content.....	115
Concrete Strength Test	55

Triaxial testing, residual shear tests, permeability, and special tests will be charged at hourly rates.

INVOICES

- a. Invoices are rendered biweekly, payable upon receipt.
- b. 50% of the fee for field studies is due at the time of authorization to cover equipment and mobilization costs.



Epic Land Solutions, Inc. Rate Schedule

Name	Title/Classification	2023-2024 Hourly Billing Rate (Average)
Kari Anvick	Advisory Manager	\$236
Darcy Mendoza	Senior Project Manager	\$189
Eddie Quintero	Senior Project Manager	\$189
Addiel Flores	Project Manager	\$152
Tyler Kelleher	Assistant Project Manager	\$137
Maria Sauza	Senior Right of Way Agent	\$121
Christine Wasfi	Right of Way Agent	\$105
Yasmeen Flores	Right of Way Agent	\$105
Vivian LanzaOrellana	Administrative Support	\$89
Candice Freeman	GIS Analyst	\$142
Michael Mays	Utility Coordination Lead	\$179
Bernadette Salto	Utility Coordinator	\$110
Jose MorenoAcosta	Utility Coordinator	\$110
Kent Carpenter	Senior Appraiser	\$200
Chris Castile	Senior Appraisal Coordinator	\$105
Star Young	Budget & Financial Controls	\$163

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Property Ownership and Tenant Data	At Cost
Waiver Valuations and/or Appraisal Reports	Fixed Fee Per Report
Outside Services (Vendors & Subconsultants)	At Cost

Notes

1. Epic will increase these hourly rates 5% annually at the beginning of each calendar year.
2. Staff billing rates provided do not include the Federal Acquisition Regulations (FAR) approved overhead rate for Epic Land Solutions, Inc. and are not suitable for state and federally funded projects.
3. If the NTP is received after 120 days from this proposal, fees and billing rates may require revision.

STATEMENT OF QUALIFICATIONS
Material Testing and Inspection Services
Infrastructure Engineers

Professional Services	(Hourly Rate)
Laboratory Manager	\$ 105.00
Project Manager	\$ 105.00
Project Engineer	\$ 150.00
Registered Civil Engineer.....	\$ 150.00
Registered Geotechnical Engineer	\$ 150.00
Registered Engineering Geologist.....	\$ 150.00
Admin. Staff	\$ 55.00

Field Inspection	(Hourly Rate)
Soil/Asphalt Compaction Testing.....	\$ 65.00
Grading Observation and Testing	\$ 65.00
Concrete Placement Inspections.....	\$ 55.00
P.T. Strand Tendon and Rebar Inspections.....	\$ 55.00
Shear wall Nailing Inspections	\$ 55.00
Shotcrete Placement Inspections.....	\$ 55.00
Masonry Inspections	\$ 55.00
Structural Steel Erection, Welding, High Strength Bolting and Torque Testing.....	\$ 55.00
Drilled in Anchors, Epoxy, Ceiling Wires, etc.	\$ 55.00
Concrete/Soldier Pile Placement Inspections.....	\$ 55.00
Asphalt Inspections	\$ 65.00
Fireproofing Inspections	\$ 55.00
Shop Inspections.	\$ 55.00
NDT (Non-Destructive Testing) Technician.....	\$ 75.00

*****FOR PREVAILING WAGE: FIELD INSPECTION HOURLY RATES ARE \$105.00*****

- Our rate for field technicians, special inspectors are based on the current PW (Prevailing Wage) rate mandated by the state's Dept. of Labor. As these rates are increased by the state, we will revise our rates accordingly. We will inform the customer prior to any revision of our inspector's rates.

Minimum Charges (Inspection and Technician Personnel Only)

- 2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
- 4-Hour Minimum: 1 to 4 hours of inspection completed.
- 8-Hour Minimum: Over 4 hours of inspection or any inspection.

Regular Time

The first 8 hours worked Monday through Friday.

Time and One-Half (All Types of Inspection)

Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday.

Double Time (All Types of Inspection)

After the first 12 hours worked Monday through Saturday, all day Sunday, holidays.

Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

STATEMENT OF QUALIFICATIONS

Material Testing and Inspection Services

Infrastructure Engineers

Laboratory Tests **(Price per Test)**

Asphalt Concrete Tests

3/5 Point LTMD: Paraffin Coated (CA 375, 308, and ASTM D1188)	\$ 260.00
Abrasion Resistance/Los Angeles Rattler (CTM 211 only).....	\$ 185.00
Bulk Specific Gravity of Compacted Sample or Core: (CTM 308 and ASTM D2726).....	\$ 55.00
Bulk Specific Gravity of Compacted Sample or Core: Paraffin Coated (CTM 308 and ASTM D1188).....	\$ 65.00
Maximum Lab Density: Marshall (ASTM D1559 and D561)	\$ 120.00
Maximum Lab Density: Marshall 6" Specimen (ASTM D5581)	\$ 120.00
Extraction: % Bitumen (ASTM D6307, CTM 382)	\$ 140.00
Extraction: % Bitumen and Gradation (CTM 382, ASTM D6507, ASTM D5444, and, CTM 202)	\$ 180.00
Fine Aggregate Angularity (AASHTO T304).....	\$ 180.00
Flat or Elongated Particles (ASTM D4791).....	\$ 180.00
Gyratory Compacted Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 3100.00
HVEEM Mix Design (Excluding Aggregate Quality Tests).....	\$ 2300.00
Index of Ret. Strength with Mix Proportion (AASHTO T282 and ASTM D4867)	\$ 800.00
Index of Retained Strength, 24-Hour Immersion (AASHTO T282 and ASTM D4867)	\$ 180.00
Light Weight Particles in Aggregates (ASTM C123).....	Quotation
Maximum Density of Hot Mix Asphalt by the Superpave Gyratory Compactor (ASTM D6925)	\$ 280.00
Moisture Content (CTM 370).....	\$ 80.00
Open Grade Asphalt Concrete Mix Design (CTM 368).....	\$ 1100.00
Percent Swell (CTM 305)	\$ 130.00
Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage (Untreated) CT 371.....	\$ 1750.00
Sieve Analysis Per Aggregate Size (CTM 202, ASTM D5444 and ASTM C136)	\$ 80.00
Sieve Analysis with Wash (CTM 202 and ASTM D5444)	\$ 160.00
Specific Gravity and Absorption: Coarse/Fine (ASTM C127, CTM 206)	\$ 100.00

Soils and Aggregate Tests

Maximum Density: Methods A/B/C (ASTM D1557, CTM 216).....	\$ 250.00
Expansion Index (ASTM D4829, UBC 18-2)	\$ 130.00
Atterberg Limits/Plasticity Index (ASTM D4318, CTM204).....	\$ 125.00
Collapse Potential/Index (ASTM D5333)	\$ 170.00
Consolidation Test: Full Cycle (ASTM 2435, CTM 219).....	\$ 300.00
Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219).....	\$ 50.00
Corrosivity Series: Sulfate, Chloride, pH, Resistivity (CTM 643, 417, and 422).....	\$ 250.00
Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 160.00
Direct Shear Test: Remolded/Undisturbed - Fast/Slow/Residual (ASTM D3080).....	\$ 250.00
Durability Index: Per Method - A, B, C, or D (CTM 229).....	\$ 210.00
Permeability test of aggregates (ASTM D2434)	\$ 275.00
Flat Particle and Elongated Particle (ASTM D4791).....	\$ 45.00
Moisture and Density: Ring Sample (ASTM D2937)	\$ 25.00
Organic Impurities (ASTM C40).....	\$ 80.00
Potential Reactivity: Chemical Method (ASTM C289)	\$ 485.00
Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260).....	\$ 700.00
R-Value: Soil/Aggregate Base (ASTM D2844, CTM 301)	\$ 350.00
Sand Equivalent (ASTM D2419, CTM 217)	\$ 130.00
Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 135.00
Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 292.00
Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206).....	\$ 100.00
Swell/Settlement Potential: One Dimensional (ASTM D4546).....	\$ 105.00

Concrete Tests (Field Made Specimens)

6" x 12" or 4" x 8" Cylinder: Compression Strength (ASTM C39).....	\$ 22.00
6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523).....	\$ 30.00
Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars (ASTM C157)	\$ 300.00

STATEMENT OF QUALIFICATIONS

Material Testing and Inspection Services

Infrastructure Engineers

Brick Masonry Tests

Absorption (Boil): 1, 2 or 5 Hours (5 Required)	\$ 25.00
Absorption: 5 Hour or 24 Hour (5 Required)	\$ 30.00
Compression Strength (3 Required Per ASTM)	\$ 25.00
Cores: Compression	\$ 25.00
Efflorescence (5 Required)	\$ 50.00
Modulus of Rupture: Flexural (5 Required Per ASTM)	\$ 25.00
Shear Test on Brick Cores: 2 Faces	Quotation

Masonry Prisms, UBC STD 21-17

Compression Test: Composite Masonry Prisms Up To 8" x 16"	\$ 115.00
Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	Quotation

Mortar and Grout

Compression: 2" Cubes (ASTM C109)	\$ 22.00
Compression: 2" x 4" Mortar Cylinders (UBC STD 21-16)	\$ 22.00
Compression: 3" x 3" x 6" Grout samples, Includes Trimming (UBC STD 21-18)	\$ 22.00
Compression: Cores (ASTM C42)	\$ 22.00
Mortar Expansion (ASTM C806)	Quotation

Masonry Specimen Preparation

Cutting of Cubes or Prisms	\$ 35.00
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Fireproofing Tests

Adhesion and Cohesion Test (Field)	\$ 85.00
Oven Dry Density (Per Sample)	\$ 35.00

Gunite and Shotcrete Tests

Compression: 6" x 12" Cylinders	\$ 22.00
Compression: Cubes	\$ 22.00
Core Compression Including Trimming (ASTM C42)	\$ 37.50
Test Panel (3 Samples, Includes Pick up, Laboratory Coring and Preparation, Compression and Report Distribution)	\$ 142.00

Reinforcing Steel, ASTM A615

Bend Test: # 11 or Smaller	\$ 40.00
Sampling and Tagging (Fabricator)	\$ 45.00
Tensile Test: # 11 or Smaller	\$ 50.00
Tensile Test: # 14	\$ 90.00
Tensile Test: # 18	\$ 95.00

Special Testing/Engineering Service (prices are per hour unless noted otherwise)

Floor Flatness (per pour)	\$ 120.00
Rebar Locator (R-Meter/Pachometer)	\$ 85.00
Coring (One Man Crew, 4-hr minimum; add \$85.00 per extra person)	\$ 95.00
Pull Testing on Embedded Bolts, Anchors and Dowels (add 85.00 for extra person)	\$ 95.00
Lumber Moisture Testing	\$ 85.00
Pyranometer (4-hr minimum)	\$ 85.00
Manometer	\$ 95.00
Ground Penetrating Radar (4-hr minimum)	\$ 780.00





REQUEST FOR PROPOSALS (RFP)

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

CITY OF PLACENTIA

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., TUESDAY JANUARY 30, 2024**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Date Issued: JANUARY 9, 2024

REQUEST FOR PROPOSALS (RFP)
FOR

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CITY OF PLACENTIA

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1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award 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 Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

2. PROPOSAL SCHEDULE

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection* - March 2024

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. SCOPE OF WORK

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

5. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

A. Cover Letter

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

B. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

C. Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

D. Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

E. Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

F. Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

G. Schedule

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

It is necessary to submit these elements with your RFP response. Failure to submit the required information with your response will render your proposal non-responsive.

6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7. EXCEPTIONS

8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.

9. SUBMITTAL INSTRUCTIONS

A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals 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 Request For Proposal. All proposals 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 proposal. 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 PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals 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”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
 - states "***On-Call Construction Management and Inspection Services***"
 - identifies the proposer
- Must be addressed as follows:
City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

10. EVALUATION CRITERIA

A. Selection Committee

- a. Proposals submitted will be evaluated by a Selection Committee

B. Review of Proposals

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The firm is independent and properly licensed to practice in California.
 - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
 - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

 - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
 2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
 3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
 4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
 2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
 2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20___, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be

required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

_____ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

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 Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Insurance Co	NAIC # 25615
		INSURER B: Travelers Indemnity Co. of Am	25666
		INSURER C: Travelers Property Casualty Co. of America	25674
		INSURER D: Berkshire Hathaway Specialty Insurance	22276
		INSURER E: Beazley Insurance Company	37540
		INSURER F:	
INSURED Bowman Infrastructure Engineers LTD 3060 Saturn Street, Suite 250 Brea CA 92821			

COVERAGES**CERTIFICATE NUMBER:** 23-24 Infrastructure Eng.**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6306J047645	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			8108T020319	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP6J395074	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6J317115	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47-EPP-330666-01	08/31/2023	08/31/2024	Each Claim/Aggregate	\$5,000,000
							Excess Each Claim/Aggr.	\$5,000,000

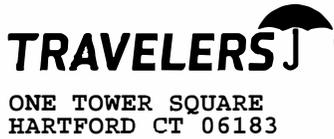
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All operations. Endorsements CGD604, CGD414, GD379, CAF129, CAT474, WC000313 are attached. If required by an insured written contract, executed prior to any loss, The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E. Chapman Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6J317115-23-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and

that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE** :
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE** :
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

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

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place ;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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

THIS AGREEMENT is made and entered into this ^{16th} 2nd day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Berg & Associates, Inc. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant'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 Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 2, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling,

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

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Berg & Associates, Inc.
302 W. 5th Street, Suite 210
San Pedro, CA 90731
Tel: (310) 548-9292
Fax: (310) 548-9195
Attn: Alicia Berg

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Attn: Chris Tanio

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT



Signature

Date: 3/12/2024

Alicia Berg

Name and Title

330075557

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

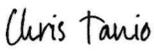
Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:



Chris Tanio, Deputy Director/City Engineer

Date: 3/12/2024

DEPARTMENTAL APPROVAL

Luis Estevez

Luis Estevez, Deputy City Administrator

Date: 3/12/2024

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES | RFP NO. PW-24-01

for the City of Placentia

January 30, 2024



Berg & Associates, Inc.

Your Bridge to a Better Project

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January 30, 2024

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

Attn: Chris Tanio, PE - Deputy Director/City Engineer

Subject: RFP No. PW-24-01: On-Call Construction Management and Inspection Services for the City of Placentia

Dear Mr. Tanio,

Berg & Associates, Inc. (Berg) is pleased to submit our proposal to provide Project Management and Construction Management Services to the City of Placentia for On-Call Construction Management and Inspection Services. We have over **four decades of experience** managing civil works projects for local cities and agencies and understand the challenge and how to succeed at completing projects on time and on budget while ensuring that the public is safe, and inconvenience is minimized. Berg has successfully completed projects involving street and roadway rehabilitation, structures, bridges, water mains and pipelines, pump stations and storm drains. We are a **perfect match** for the types of projects you anticipate for your upcoming Capital Improvement Projects.

We are organized in a way that allows for quick decision-making and rapid responses that has proven successful for on-call contracts with Los Angeles World Airports, the Ports of Los Angeles and Long Beach, as well as numerous public agencies and cities including Huntington Beach, Long Beach, Santa Monica, West Hollywood, Palm Springs, and Rialto.

Berg brings a **well-established roster of personnel** that are the best in the business, and we are proud to say they have been loyal to Berg for decades due to our commitment to excellence not only for our clients, but to the esteemed people who work for us. Our proposed Project Manager, Dave Smith, PE, QSD, brings 30 years of public works management experience and 26 years with our firm. Dave is truly gifted in managing projects and brings phenomenal expertise in managing the contractor, caretaking the public, and blending ideally with City staff.

The Berg Team has the required capacity, breadth, depth, availability, and financial stability to perform the requirements of the RFP. By submitting this proposal, we acknowledge that we have read and understand the contents of this RFP and agree to comply with the requirements and conditions contained in the RFP and all of the applicable Exhibits. We agree to and endorse the following required proposal statements:

- A. BergCM will perform the services and adhere to the requirements described in this RFP, including any addenda. **We acknowledge receipt of Addendum 1.**
- B. We acknowledge that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Our cost proposal is considered proprietary and should not be releasable as public information. We are aware that all such requests may be subject to legal review and challenge.



- D. We will not substitute members of your designated team without approval by the City of Placentia staff.
- E. BergCM has declares we have no Conflict of Interest.
- F. BergCM declares there has been no collusion with other firms.
- G. BergCM has the ability and is in agreement to fulfill the indemnification and insurance requirements contained in the sample contract.

As President, I am authorized to negotiate terms, render binding decisions, and commit the firm's resources.

Please feel free to contact us via email with any questions or further information requirements: deborah@bergcm.com. For more information, visit our website at www.bergcm.com. We look forward to the opportunity to serve you!

Sincerely,

A handwritten signature in blue ink that reads "Deborah Berg". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Deborah Berg, MPA
President - Berg & Associates, Inc.

C. EXECUTIVE SUMMARY

COMPANY OVERVIEW

Berg & Associates, Inc. (BergCM) is a Certified SBE/WBE with **44 years** of dedicated service in Southern California at the forefront of construction, project, and program management. BergCM, as prime, has maintained a strong presence in Southern California as a full-service CM firm, successfully delivering **multi-jurisdictional, multi-phased, multi-staged infrastructure projects** ranging from less than \$1 million to more than \$100 million in construction value.

Our diverse portfolio of **longstanding repeat clients** attests to BergCM’s reputation for dedicated service, dependable project delivery, and our consistency in delivering **quality staff** and **award-winning projects**.

➤ Comprehensive Services

Construction management, office engineering, civil and structural inspection, document control, project controls, scheduling, estimating, claims support, change management, specialty inspection, resident engineering, and structural engineering.

➤ Project Diversity

Specializing in **transportation** and **infrastructure**, we consistently deliver exceptional public works improvement projects that involve street rehabilitation, site improvements, parks and recreation improvements, building facilities, bridges, traffic signals, and water infrastructure.

➤ Proven Track Record

Clients are more than accounts; they're partners in our success.

“What I found impressive [about BergCM] is the team’s willingness to support and meet the City's needs when issues came up.”

City of Santa Monica - Fabio M. Macias, Civil Engineering Associate
20/21 Annual Wastewater Replacement Project

➤ On-Call Experts

Over 22 on-call contracts held including agencies like Los Angeles World Airports, LADOT, MWD, and the Port of Los Angeles, with more than **20 task order directives** successfully executed.

➤ Dedicated Team

At BergCM, our **employees are our greatest asset**. Our team's longevity reflects our company's depth of experience.

➤ Award-Winning Excellence

Providing mutual benefits by writing nominations for project awards. With **over 30 project awards and counting**, our projects consistently meet award criteria.

➤ Knowledge of Standards & Regulations

Extensive experience implementing standards and specifications, including: Caltrans Standard Plans and Specification, OSHA safety standards, The Greenbook, Uniform Building Codes Standard Plans for Public Works Construction, Local regulations and standards.



22
On-Call
Contracts

We’ve worked in 42 SoCal cities and have been awarded 22 on-call contracts and counting!

A QUICK LOOK AT BERG

- Berg’s corporate office is in San Pedro with many Berg employees residing in Long Beach.
- No bankruptcy, litigations, office closures, or mergers.
- We have local, cross-trained staff ready to provide a range of services.

On-Call CM Contracts

Current

City of Huntington Beach
City of Palm Springs
City of Long Beach
City of Santa Monica
City of Rialto
City of West Hollywood
Metropolitan Water District
City of LA, Harbor Division
Los Angeles World Airports
SCRRRA/MetroLink

Previous

City of Santa Monica
City of LA, BOE Bridge Dept.
Port of Long Beach
LA Metro
OCTA Utility Coordination
Caltrans D7 (2 contracts)
City of West Hollywood
City of Moreno Valley
LA CRA

**CELEBRATING 43
YEARS PROVIDING CM &
INSPECTION SERVICES!**

PROPOSAL

Most importantly, we have maintained a sense of community, with a strongly held belief that **PUBLIC WORKS ARE A PUBLIC TRUST**. We are honored when entrusted with a project and do our very best to exceed expectations for quality and efficiency. We know from working with the City of Irvine, that the City prioritizes consistent communication, smooth operations, and efficient documentation. A project is not just more construction, but an iconic improvement that symbolizes the City’s care for improving accessibility and safety for their community.

We are dedicated to bringing the most qualified team members, engineering best-practices, and newest technology to our projects, making us... Your Bridge to a Better Project!

Company's Growth

BergCM is continually expanding its array of services to meet client demand. We are in excellent financial condition, experiencing steady growth with increasing capacity. All accounting records are maintained according to Generally Accepted Accounting Principles (GAAP) and we utilize a Caltrans audited overhead rate in conformance with the Federal Acquisition Regulations (FARs).

Company Culture

BergCM is a Woman-Owned (WBE), Disadvantaged Business Enterprise (DBE), and Small Business Enterprise (SBE). Throughout her career, Deborah Berg, MPA, President of BergCM, has become an influential figure in the industry, as co-founder of WTS-Inland Empire and Former President of WTS-Los Angeles, she leads the firm as a stand-out SBE/DBE/WBE company that consistently holds Prime contracts. Her leadership as a woman in construction is reflected in her team, as BergCM has empowered numerous women in their engineering and public works careers. She continues to **advance the industry** through participation in CMAA, WTS, APWA, ACEC, ASCE and the Cal-Mentor Program.



Deborah’s proactive, communicative, and problem-solving attitude has shaped BergCM company culture. BergCM staff are a rare team in the construction management industry, with the majority of our **staff achieving long-tenure**, due to a positive environment, continued education mindset, and team-oriented attitude.

Technology & Expertise

We recognize that we must demonstrate our **cost effectiveness** and **schedule management** on every project, and we continually look for tools and processes that allow us to work more efficiently. BergCM was one of the first to use drone technology to survey and document construction progress. All staff, not just administration, are versed in the latest construction and project management softwares. Field personnel are equipped with iPads/tablets for real-time reporting from any location on the project site.

BergCM implements procedural and technical innovations to improve our communication, documentation, and evaluation methods including:

- ✓ **Cloud-based Internal Document Control System**
- ✓ **Digital As-Builts in Bluebeam**
- ✓ **Customized Automations for Documentation Due Dates**
- ✓ **Contractor Submission Portal & Transmittal System**
- ✓ **Aerial Drone Photography & Licensed Drone Pilots**
- ✓ **Field Inspection Tablets**
- ✓ **CMAA Project Interns**



SUBCONSULTANT OVERVIEW

NINYO & MOORE – Materials Testing | Quality Assurance | Geotechnical Engineering

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. The firm was incorporated in 1987 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment.

Ninyo & Moore are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore has provided materials testing services on hundreds projects throughout Southern California. Their Inland Empire office and Caltrans-certified laboratory, located in Fontana, has been certified by Caltrans District 8 since 1996 and has successfully completed numerous projects with BergCM providing geotechnical, materials testing and inspection services for SBCTA, Rialto, Rancho Santa Margarita, Fullerton, West Hollywood, Torrance, Huntington Park, and Beverly Hills. We have **held 15 contracts**, including on-call contracts, with Ninyo & Moore as our trusted subconsultant.

BERGCM AND NINYO & MOORE PROJECT HISTORY			
START DATE	PROJECT NAME	CLIENT	DESCRIPTION OF SERVICES
3/13/2002	AVENIDA DE LAS BANDERAS/MATERIALS TESTING	Rancho Santa Margarita	Sub to BergCM - Soils and Materials testing
8/28/2009	BANDINI CANYON TRAIL	San Pedro	Sub to BergCM - Geotechnical Testing Services
12/18/2009	WEST HOLLYWOOD/SUNSET STRIP BEAUTIFICATION PROJECT	West Hollywood	Sub to BergCM - Materials Testing and Inspection Services
4/17/2020	PCH WATER MAIN	Torrance	Sub to BergCM - Geotechnical and Materials Testing Services
5/15/2013	RAYMOND AVE GRADE SEPARATION	Fullerton	Sub to BergCM - Materials Testing & Inspection
12/20/2016	SANTA MONICA BOULEVARD	Beverly Hills	Sub to BergCM - Soils and Materials Testing Services
4/15/2019	ALDER AVENUE WIDENING	Rialto	Sub to BergCM - Geotechnical and Materials Testing Services
5/23/2019	RANDALL AVENUE WIDENING	Rialto	Sub to BergCM - Geotechnical and Materials Testing Services
1/25/2021	HUNTINGTON PARK STREET ENHANCEMENTS PROJECT	Huntington Park	Sub to BergCM - Materials Testing Services
6/2/2021	PCH AND HAWTHORNE BOULEVARD INTERSECTION IMPROVEMENTS T-131	Torrance	Sub to BergCM - Materials Testing and Inspection Services
3/10/2022	MELROSE AVENUE STREETScape PROJECT, CIP NO. 2104	West Hollywood	Sub to BergCM - Geotechnical and Materials Testing Services
10/01/2022	WESTERN REGION PROJECTS (ON-CALL)	Metropolitan Water District	Sub to BergCM - Geotechnical and Materials Testing Services
10/01/2023	ON-CALL CM, INSPECTION, ADMINISTRATION, AND MATERIALS TESTING	Lomita	Sub to BergCM - Geotechnical and Materials Testing Services
11/01/2023	MAGNOLIA RPU INTERCONNECTION	Western Municipal Water District	Sub to BergCM - Geotechnical and Materials Testing Services
03/01/2024	LADYFACE GREENWAY PROJECT	Agoura Hills	Sub to BergCM - Geotechnical and Materials Testing Services

D. PROJECT TEAM ORGANIZATION

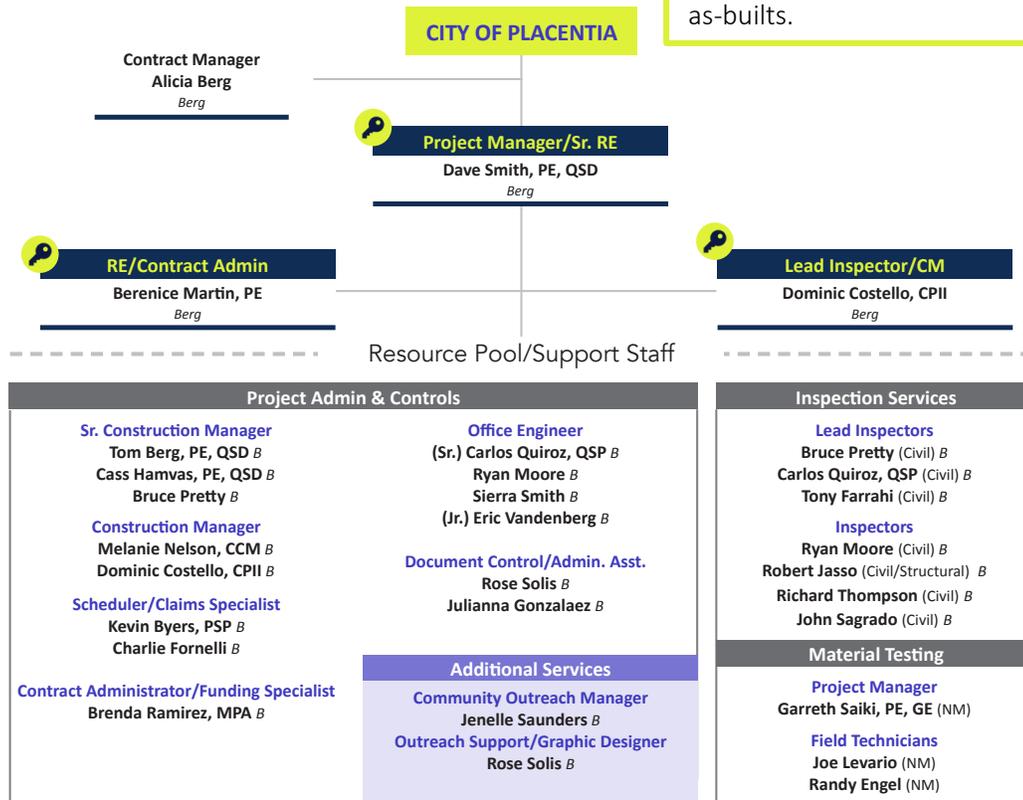
BergCM offers proposed on-call staff with a proven track record of delivering projects of all sizes to our clients successfully, within schedule and budget. They understand, from experience, the intricacies of constructability reviews, contract administration, claims avoidance, document control, engineering reviews, and project communication. Many of our projects involve **state and federal funding**, making us adept at conforming to all project procedures for any funding compliance. **Full resumes for all proposed personnel are available to the City upon request.**

We employ a **full range of staff** including licensed civil engineers, QA managers, technical field personnel, inspectors, utility coordinators, controls & claims specialists, and public outreach professionals. All proposed staff on the BergCM team are well versed in Caltrans and Greenbook standards, procedures, and practices, and have **project experience on major public works projects** in coordination with Caltrans and Southern California utility companies.

All team members **interact effectively with City staff**, other consultants, stakeholders, regulatory agencies, and utilities to ensure project expectations are met and exceeded. We promote a **collaborative working and learning environment** for our personnel, providing regular training programs and courses to enhance team knowledge.

For 40+ years, BergCM has provided teams to public agencies built upon a foundation of:

- ✓ **SAFETY** – Highest priority!
- ✓ **RESPECT** – For everyone, in all circumstances.
- ✓ **INTEGRITY** – Zero tolerance for cutting corners on standards, deliverables, and professionalism.
- ✓ **COMMUNICATION** – Clear, proactive, concise, and patient
- ✓ **TEAMWORK** – Team members support each other and do what it takes to get the job done.
- ✓ **DEDICATION** – Staff remain available 24/7
- ✓ **QUALITY** – Experienced problem solvers, with licenses, certifications, & knowledge required for Quality Assurance
- ✓ **INNOVATION** – Integrating new technologies, automations, cloud-based reporting, and digital as-builts.



PROJECT MANAGER & KEY STAFF EXPERIENCE

BergCM proposes David J. Smith, PE, QSD/P, as Project Manager, to lead Task Order efforts and oversee quality of all deliverables by BergCM staff. He is highly qualified and knowledgeable to provide the City with sound engineering and excellent project management services.



David J. Smith, PE, QSD/P

PROJECT MANAGER/SR. RESIDENT ENGINEER

Dave brings a boots-on-the-ground approach to his project management methodologies, daily workflow, and team leadership. After graduating with a **Bachelors in Civil Engineering** from Cal Poly Pomona, Dave began his career in **Caltrans District 8 Division of Structures**, where bridges became his passion. Since joining Berg 26 years ago, he has served as Project Manager, Resident Engineer, and Structures Representative on bridges and grade separations involving a heavy emphasis on utility coordination and safety.

Dave has a deep **respect for construction standards** and in particular Caltrans standards. This respect and understanding, paired with his **attention to detail** for ensuring work quality **compliance in a multi-agency & multi-stakeholder** environment, makes him the best choice to lead the team and to represent the City of Placentia.

RELEVANT & RECENT PROJECT EXPERIENCE

- **Project Manager** Jamboree Road Rehabilitation City of Irvine
- **Project Manager** Magnolia RPU Interconnection Western Municipal Water District
- **Project Manager** SR-55/Ritchey Street Water Improvement City of Santa Ana
- **Project Manager/Sr. RE** Fullerton Road Grade Separation San Gabriel Valley Council of Governments
- **Project Manager** Alder/Randall Street Improvements City of Rialto
- **Project Manager** Raymond Avenue Grade Separation City of Fullerton/OCTA
- **Project Manager** Pigeon Pass Road Street Improvements City of Moreno Valley

"I truly enjoy being a part of the infrastructure building process. Something that you can see, touch, feel and use, and show your family."

- David J. Smith, PE, QSD



Licensed PE in California

NHI Certificate: Managing Highway Contract Claims:

Analysis & Avoidance

Qualified Stormwater Designer & Practitioner (QSD/P)

Metrolink Roadway Worker Protection Trained

Caltrans Technical Certificates (JIIT, AC Pavement, & QC Professional)



26 years with BergCM

100% COMMITTED

- ✓ Structural, Utility, & Roadway Construction Expert
- ✓ Successful Coordination & Positive Working Relationship with Caltrans, Utility Companies, & Municipalities
- ✓ 28 years of experience as PM/RE/SR on PW projects with Caltrans Oversight & Utility Coordination

"My experience with Dave Smith and the BergCM team was exceptional. This was a very complex project [Raymond Avenue Grade Separation] and the BergCM Team was always prepared and communicated thoroughly in all instances."

- Greg J. Rousseau
BNSF Project Engineer (2020)



DOMINIC COSTELLO, CPII

LEAD INSPECTOR /CONSTRUCTION MANAGER



Dominic has 40+ years of experience in construction, beginning his career as an electrical contractor, he coordinates with SCE and communication companies extensively and has an in-depth knowledge of how they operate. Dominic is an excellent communicator, building a partnership with the contractor to facilitate swift coordination of construction activities. His experience includes street improvements, grade separations, rail stations, and beautification projects involving the installation of curb and gutter, subgrade preparation, water mains, storm drains, pump stations, retaining walls, paving, striping, and landscape. His electrical experience includes traffic signals, lighting systems (single and series), installation of traffic signal controllers, installation of utility conduits, and electrical service installations.

Certified Public Works Inspector (APWA)

★ 16 years w/ BergCM

- ✓ **Roadway & Utility Construction**
- ✓ **Local (<18 miles) & Readily Available**
- ✓ **Ability to provide one-man operation for CM & Inspection**

RECENT RELEVANT PROJECT EXPERIENCE

- **Construction Manager**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Lead Inspector**, Fullerton Road Grade Separation, SGVCOG/ACE
- **Utility Coordinator**, Raymond Avenue Grade Separation, City of Fullerton/OCTA



BERENICE PEÑALOZA MARTIN, PE

RESIDENT ENGINEER/CONTRACT ADMINISTRATOR



Berenice has 16 years' experience as construction manager, resident engineer, office engineer, and project controller. She specializes in change management, project engineering, contract administration, and risk management. Her experience includes grade separation and bridge projects, pump stations, grading and paving, heavy and light rail, Metrolink stations, all of which involve critical roadway improvement activities and utility relocations. Berenice oversees quality assurance of project documents, establishing **clear methods of communications with the Contractor**, and providing sound engineering recommendations.

Licensed PE in California

BS in Civil Eng.

MS in Civil Eng. w/ structure emphasis

★ 12 years w/ BergCM

- ✓ **Procure & Workflow Management Expert**
- ✓ **Extensive Multi-Agency Coordination Experience**
- ✓ **Cross-trained in inspection, risk management, labor compliance, change negotiations, & more!**

➤ As Resident Engineer for **OCTA's Anaheim Canyon Metrolink Station**, Berenice coordinated and worked closely with the City of Anaheim as the project extended casing for a City sewer line. She worked with the City to maintain ADA compliance on the streets and at the station during construction and with **Metrolink** to make ADA improvements to the pedestrian circulation elements at the station.

RELEVANT PROJECT EXPERIENCE

- **Resident Engineer**, SR-55/Ritchey Street Water Improvements, City of Santa Ana (Coordination w/ OCTA & Caltrans for SR-55 Widening)
- **ARE/Deputy RE**, Fullerton Road Grade Separation (Phase 1), San Gabriel Valley Council of Governments (SGVCOG)



CASS HAMVAS, PE, QSD/P

DEPUTY PROJECT MANAGER/SR. RESIDENT ENGINEER

- ✔ 30+ years of experience in Project Management in PW - 17 years with LADWP & oversaw \$30M in annual projects
- ✔ Extensive experience with OCTA & Local standards

RECENT & RELEVANT PROJECT EXPERIENCE

- **Project Manager/Sr. Resident Engineer** Anaheim Canyon Metrolink Station, OCTA
- **Project Manager/Resident Engineer**, Ladyface Greenway Project, City of Agoura Hills

➤ 25 years w/ BergCM



BRUCE PRETTY

SR. CONSTRUCTION MANAGER/LEAD INSPECTOR

- ✔ Expert in field oversight and construction methods
- ✔ 40 years of experience coordinating and providing quality assurance to Cities and Agencies throughout SoCal

RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Construction Manager**, Sludge Drying Bed Rehabilitation, City of Palm Springs
- **Sr. Construction Manager**, Storm Drain Line 20, City of Palm Springs

➤ 25 years w/ BergCM



MELANIE GURALNICK, CCM

CONSTRUCTION MANAGER/CONTRACT ADMINISTRATOR

- ✔ 25 years of experience as PM, CM, and Contract Admin
- ✔ Experienced in Labor Compliance, Office Engineering, and Site Photography

RECENT & RELEVANT PROJECT EXPERIENCE

- **Construction Manager**, Western Gage Median Park & CD 6 Sidewalk Repair Program, Los Angeles Neighborhood Initiative
- **Construction Manager**, Los Angeles Sidewalk Repair Program, Los Angeles Bureau of Engineering

➤ 25 years w/ BergCM



BRENDA RAMIREZ, MPA

CONTRACT ADMINISTRATOR/FUNDING SPECIALIST

- ✓ Masters of Public Administration, USC
- ✓ Well-versed in grant funding requirements & Labor Compliance regulations

RECENT & RELEVANT PROJECT EXPERIENCE

- **Grant Support**, General Office Grant Funding Support, Port of Los Angeles
- **Contract Administrator**, SR-55/Ritchey Street Water Improvements, City of Santa Ana

➤ **11 years w/ BergCM**



CHARLIE FORNELLI

SCHEDULER/CLAIMS SPECIALIST

- ✓ 30+ years of experience with background in construction methods
- ✓ Professional scheduler and expert in change

RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Scheduler**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Sr. Scheduler**, SR-55/Ritchey Street Water Improvements, City of Santa Ana

➤ **2 years w/ BergCM**



JENELLE SAUNDERS

COMMUNITY OUTREACH MANAGER

- ✓ 16 years of experience providing CM & outreach
- ✓ Background in graphic design and certificate in Public Relations from eCornell University

RECENT & RELEVANT PROJECT EXPERIENCE

- **Public Outreach Manager**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Public Outreach Manager**, Ladyface Greenway Project, City of Agoura Hills

➤ **16 years w/ BergCM**



SIERRA SMITH

OFFICE ENGINEER

- ✓ Bachelors of Science in Civil Engineering, Cal Poly Pomona
- ✓ Expert in Office Engineering and Quality Assurance

RECENT & RELEVANT PROJECT EXPERIENCE

- **Office Engineer**, Magnolia RPU Interconnection, Western Municipal Water District
- **Office Engineer**, SR-55/Ritchey Street Water Improvements, City of Santa Ana

➤ **6 years w/ BergCM**



ERIC VANDENBERG

JR. OFFICE ENGINEER

- ✓ Bachelors of Science in Environmental Science, UC Santa Barbara
- ✓ Experienced in Bluebeam markups for payment packages

RECENT & RELEVANT PROJECT EXPERIENCE

- **Jr. Office Engineer**, Melrose Avenue Streetscape Improvements, City of West Hollywood
- **Jr. Office Engineer**, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments

➤ **2 years w/ BergCM**



ROSE SOLIS

DOCUMENT CONTROL/ADMISTRATIVE ASSISTANT

- ✓ Meticulous, detailed, communicative, & prompt!
- ✓ Currently pursuing Certificate of Construction Management & Landscape Architecture

RECENT & RELEVANT PROJECT EXPERIENCE

- **Document Control/Public Outreach Assistant**, Melrose Avenue Streetscape Improvements, City of West Hollywood
- **Document Control**, Jamboree Road Rehabilitation, City of Irvine

➤ **5 years w/ BergCM**



CARLOS QUIROZ, QSP

SR. OFFICE ENGINEER/LEAD INSPECTOR

- ✓ 20+ years of experience in office engineering for Public Works projects
- ✓ Extensive experience preparing change orders, RFCs, RFIs, and payment applications

➤ 21 years w/ BergCM

RECENT & RELEVANT PROJECT EXPERIENCE

- **Office Engineer**, San Pedro Waterfront Berths 74-84 Promenade Ph II, Port of Los Angeles
- **Office Engineer**, Berths 167-169 Marine Oil Terminal Improvements, Port of Los Angeles



RYAN MOORE

OFFICE ENGINEER/LEAD INSPECTOR

- ✓ Proven track record of maintaining project documents with excellent organizational skills
- ✓ Cross-trained in inspection and office engineering

➤ 5 years w/ BergCM

RECENT & RELEVANT PROJECT EXPERIENCE

- **Lead Inspector**, SR-55/Ritchey Street Water Improvements, City of Santa Ana
- **Office Engineer/Inspector**, Antelope Road Raised Safety Median Improvements, City of Menifee



RICHARD THOMPSON

LEAD INSPECTOR

- ✓ 30 years of experience with Geotechnical background
- ✓ Experience as instructor for American Concrete Institute & well-versed in Labor Compliance regulations

➤ 2 years w/ BergCM

RECENT & RELEVANT PROJECT EXPERIENCE

- **Lead Inspector**, Foothill Hydroelectric Plant Seismic Improvements, Metropolitan Water District (MWD) (Part of On-Call Contract)
- **Lead Inspector**, Water Main Installation, Olson Group – City of Huntington Beach (Part of On-Call Contract)



TONY FARRAHI

LEAD INSPECTOR

- ✓ 28 years of experience (6 years with BergCM) with emphasis in street improvements & utility construction
- ✓ Sidewalk and roadway construction specialist

RECENT & RELEVANT PROJECT EXPERIENCE

- **Lead Inspector**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Lead Inspector**, Various projects, Los Angeles County Department of Public Works (LACDPW) - (Part of On-Call Contract)

➤ 6 years w/ BergCM



ROBERT JASSO

CIVIL INSPECTOR II

- ✓ 28 years of experience (11 years with BergCM)
- ✓ Caltrans ROW and Structural Inspection Experience
Streetscape Specialist

RECENT & RELEVANT PROJECT EXPERIENCE

- **Civil Inspector**, Banning Street improvements & Saybrook Rehabilitation, City of Huntington Beach (Part of On-Call Contract)
- **Civil Inspector**, PCH at Hawthorne Intersection Improvements, City of Torrance

➤ 11 years w/ BergCM



JOHN SAGRADO

CIVIL INSPECTOR I

- ✓ 8 years of experience (2 years with BergCM) with emphasis in sewer rehabilitation, storm drain, and pipeline construction

RECENT & RELEVANT PROJECT EXPERIENCE

- **Civil Inspector**, Melrose Avenue Streetscape Improvement, City of West Hollywood
- **Civil Inspector**, FY 20/21 Wastewater Replacement, City of Santa Monica (Part of On-Call Contract)

➤ 2 years w/ BergCM



➤ **26 years w/ Ninyo & Moore**

Garreth Saiki, PE, GE

PRINCIPAL ENGINEER

- ✔ **MS in Geotechnical Engineering (UC Berkeley) & BS in Civil Engineering (UC Berkeley)**
- ✔ **Expert in geotechnical analysis for all types of projects**

RECENT & RELEVANT PROJECT EXPERIENCE

- **Project Manager**, On-Call Geotechnical Engineering Services, City of Newport Beach
- **Project Manager**, On-Call Geotechnical Consulting Services, City of Rancho Santa Margarita



➤ **20 years w/ Ninyo & Moore**

Joe Levario

SR. FIELD TECHNICIAN

- ✔ **Maintain certifications from ACI, Caltrans, and nuclear gauge certification**
- ✔ **Expert in QA & QC for soil, aggregate, asphalt, & concrete**

RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Field Technician**, SR-210 Lane Additional, Baseline Interchange and Pavement Rehabilitation, SBCTA
- **Field Technician**, Various State Transportation Projects, Caltrans District 12, Orange County



➤ **13 years w/ Ninyo & Moore**

Randy Engel

SR. FIELD TECHNICIAN

- ✔ **Numerous Caltrans certificates in concrete test methods, sampling highway materials, and soils test methods**
- ✔ **Expert in geotechnical analysis for all types of projects**

RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Field Technician**, SR-210 Lane Additional, Baseline Interchange and Pavement Rehabilitation, SBCTA
- **Sr. Field Technician**, Foothill Parkway Westerly Extension, Corona, CA

E. RELEVANT EXPERIENCE & REFERENCES

Experience with On-Call Contracts

With a long history working as an extension of staff on numerous on-call contracts, our personnel are flexible, easily **adapt to changing workloads**, and are **cross-trained** to work both in the field and in the office. We promote a collaborative working and learning environment and provide regular training programs and courses to enhance team knowledge and efficiency. All our personnel work with the latest variety of construction management proprietary software and field personnel are fully equipped to provide real-time reporting from any location on the project site.

Whether it’s a single person or a whole team desired, we make certain we have **local players on the bench** who are ready to go to work expediently once a need has been identified. By remaining in contact with the City of Placentia, team management is prepared to answer task order calls without hesitation or delay. We are organized in a way that allows for **quick decision-making** and rapid responses that has proven successful in over **22 on-call contracts** with values ranging from \$1 million to \$13 million.



BERGCM FIRM PROFILE

Types of Services: PM/CM, Civil & Structural Inspection, Contract Administration, Project Controls, Public Outreach, Environmental Compliance
Year Founded: 1980
Form of Organization: Corporation
No. of Employees: 30
No. of Offices: 4
Office Locations: San Pedro, Redlands, La Quinta, West Hollywood - California

Experience with Road Rehabilitation & Concrete Construction

Since 1980, BergCM has successfully completed projects that encompass the city’s capital improvement plans including street rehabilitation, storm drain and sewer improvements, bridges (over 30 in our portfolio!), buildings, traffic signals, parks, concrete (pavement, sidewalk, curb, gutter, ramps, drives, etc.), electrical and mechanical systems, and bike and pedestrian mobility. We’ve **managed high-profile street improvement projects** including the famous Sunset Strip and Melrose Avenue in West Hollywood and North Santa Monica Boulevard in Beverly Hills. These projects required **proactive public outreach** and communication to keep businesses, residents, travelers, and first responders informed of all construction activities before the community was impacted. Some of our **recent street improvement projects** include:

	PROJECT NAME	PROJECT OWNER
PRIME	JAMBOREE ROAD REHABILITATION	CITY OF IRVINE
PRIME	MELROSE AVENUE STREETScape IMPROVEMENT	CITY OF WEST HOLLYWOOD
PRIME	PCH AT HAWTHORNE INTERSECTION IMPROVEMENT	CITY OF TORRANCE
PRIME	ALDER/RANDALL AVENUE STREET IMPROVEMENTS	CITY OF RIALTO
PRIME	ANTELOPE ROAD RAISED SAFETY MEDIAN IMPROVEMENTS	CITY OF MENIFEE
PRIME	BIKE NETWORK LINKAGES TO EXPOSITION LINE	CITY OF SANTA MONICA
PRIME	N. SANTA MONICA BLVD. RECONSTRUCTION	CITY OF BEVERLY HILLS
PRIME	SUNSET STRIP BEAUTIFICATION	CITY OF WEST HOLLYWOOD
PRIME	HARRY BRIDGES BOULEVARD BUFFER & STREET IMPROVEMENTS	PORT OF LOS ANGELES

Experience with Utility Infrastructure (Sewer, Storm Drains, & Water Mains)

BergCM has completed projects that included water main replacements, storm drains installations and pump station construction. We have installed **thousands of feet of water mains and laterals** for the cities of Santa Monica, Rialto, Santa Ana, Moreno Valley, Fullerton, Torrance, and El Segundo. BergCM holds a 3-year contract with **Metropolitan Water District for On-Call CM and Inspection Services** for their Western Region Projects. We have worked with many MWD member agencies including Eastern Municipal Water

PROPOSAL

District, Western Municipal Water District, Inland Empire Utilities Agency, and Three Valleys Municipal Water District, and the Water Replenishment District.

We have managed \$160 million for projects within the Alameda Corridor Transportation Authority including the Anaheim Street Storm Drain Project, consisting of **large diameter, 84-inch, 72-inch, and 48-inch storm drainpipe**, micro-tunneling methods, open trench construction, traffic control, ground water management, and removal of contaminated soil and water.

As part of our on-call with the City of Santa Monica, BergCM is providing construction field observation of the City's **FY 2020/21 Wastewater Main Replacement Project**. This \$3.2 million project replaces/repairs approximately **9,000 LF of 6", 8", and 10" sewer pipe**. Many of our larger infrastructure projects involve coordination with Sanitation districts and the **reconstruction or protect-in-place requirements** of sewer pipelines. Recent projects include:



Proposed team members, Sierra Smith (OE) and Ryan Moore (OE/Inspector), observing welding on our SR-55/Ritchey St Water Improvement Project for the City of Santa Ana.

	PROJECT NAME	PROJECT OWNER
PRIME	STORM DRAIN LINE 20	CITY OF PALM SPRINGS
PRIME	SR-55/RITCHEY ST WATER IMPROVEMENTS	CITY OF SANTA ANA
PRIME	FY 20/21 ANNUAL WASTEWATER MAIN IMPROVEMENT	CITY OF SANTA MONICA
PRIME	FY 2019/2020 ANNUAL WATER MAIN REPLACEMENT	CITY OF SANTA MONICA
PRIME	PCH/HAWTHORNE WATER MAIN REPLACEMENT	CITY OF TORRANCE
PRIME	WATER MAIN IMPROVEMENTS ON CEDAR STREET & WALNUT AVE	CITY OF EL SEGUNDO
PRIME	FRISBEE PARK SEWER LIFT STATION	CITY OF RIALTO

Experience with Park Construction

BergCM has a long history of working on Park Projects. We served as prime construction manager providing constructability review, full construction management, inspection, cost estimating, scheduling, and outreach for the construction of **Wilmington Waterfront Park** for the Port of Los Angeles that won nine awards of excellence. Listed below are some of our park projects many of which are with our long-time (20+ years) client, Los Angeles Neighborhood Initiative:



"The Berg Team was always looking out for us and resolved some serious utility issues."
Lanie Walsh, PE, POLA

	PROJECT NAME	PROJECT OWNER
PRIME	WILMINGTON TOWN SQUARE	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	111 TH PARK PLACE	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	LYLIAN FIERMAN WALKWAY IMPROVEMENT	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	WEST ADAMS HEIGHTS PARK	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	GLADYS JEAN WESSON PARK	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	WILMINGTON WATERFRONT PARK	PORT OF LA
PRIME	BANDINI CANYON TRAIL AND PARK	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	WESTERN AND GAGE TOT LOT	LOS ANGELES NEIGHBORHOOD INITIATIVE

PROPOSAL

Experience with Mechanical & Electrical Systems

Project Manager, Dave Smith, PE, QSD, along with his team, Dominic Costello, CPE and Carlos Quiroz, QSP have **completed numerous pump stations** together including - the Anaheim Street Pump Station, Raymond Avenue Grade Separation (which had 3 pump stations within the project scope), and Fullerton Road Grade Separation. They are very familiar and knowledgeable about the mechanical and electrical requirements for these type of construction projects. We understand from experience that the new pumps (main pumps) along with the electrical equipment must have early submittals and tracking procurement times is critical to maintaining the construction path.

	PROJECT NAME	PROJECT OWNER
PRIME	FRISBEE PARK SEWER LIFT STATION	CITY OF RIALTO
PRIME	RIVER RANCH SEWER LIFT STATION	LENNAR HOMES
PRIME	RAYMOND AVENUE GRADE SEPARATION	CITY OF FULLERTON/OCTA
PRIME	FULLERTON ROAD GRADE SEPARATION	SGVCOG
PRIME	ANAHEIM STREET PUMP STATION	ACTA
PRIME	UNION AVENUE PUMP STATION	CITY OF BAKERSFIELD

Inspection activities include verifying products delivered to the jobsite in undamaged condition and being stored and handled per manufacturer recommendations; collecting and reviewing required paperwork such as MTRs and COCs; verifying anchorages comply with project specifications; inspecting proper installation of drainage and electrical components including control panels; verifying joints and fittings; witnessing required Operational and Performance Tests; verifying installed equipment is protected from damage; inspecting installation of miscellaneous items such as access doors, ladders, and grating platforms.



Experience with Traffic Signals & Lighting

The BergCM team has extensive experience with traffic signals and electrical lighting as shown below. For the LAUS Lighting & CIS Improvements, our team oversaw a **complex fiber optic network integration** into the existing network allowing for more intelligent and interactive management of the station’s train times displayed to the traveling public. During the LAUS Platform 7, work included installation and integration of **LED/LCD displays on the train platforms** and in the passenger tunnel and waiting rooms. Proposed team members Cass and Dominic were the lead team members involved in these projects. Dominic also led a program for City of Pomona involving the retrofit of approximately 4,200 City-owned street and intersection safety lights with reconditioned, energy efficient “QL” induction, cobra head luminaries. Project Manager, Dave, oversaw the **installation of traffic signal and lighting work** for many of his projects, including the SR-118 Widening with Caltrans District 7.

	PROJECT NAME	PROJECT OWNER
PRIME	TUNNEL 25 LIGHTING INTRUSION DETECTION AND FIRE/LIFE SAFETY PROJECT AND CESAR CHAVEZ RETROFIT AND LIGHTING	SCRRA
PRIME	LAUS PLATFORM 7	SCRRA
PRIME	LAUS LIGHTING & CUSTOMER INFORMATION SYSTEM IMPROVEMENTS	SCRRA
PRIME	CM CONSULTANT SERVICES FOR ENERGY EFFICIENT INTERSECTION SAFETY & STREET LIGHTING RETROFIT	CITY OF POMONA
PRIME	SR-118 WIDENING PROJECT	CALTRANS D7

FEATURED PROJECT EXPERIENCE

Anaheim Canyon Metrolink Station • Orange County Transportation Authority



Firm Role Prime

Construction Value \$30 M

Contract Value \$2.1 M

Services Provided Construction Management, Claims Assistance, Inspection, Scheduling, Office Engineering

Project Dates May 2021 – Apr 2023

Staff on Project Proposed for Placentia

Cass Hamvas, PE, QSD: PM/Sr. Resident Engineer; **Berenice**

Martin, PE: Resident Engineer **Bruce Pretty:** Lead

Inspector; **Dominic Costello, CPII:** Inspector; **Carlos Quiroz:**

Inspector; **Sierra Smith:** Jr. Office Engineer; **Rose Solis:**

Document Control

Project was completed on time and within budget.

Project Features

- Construction of new station platform and extension of existing platform
- Improvements to existing at-grade crossings at La Palma and Tustin Ave
- Median, curb & gutter improvements
- Metrolink rail and City bus operations kept functional during construction
- Train signals, retaining walls, bus pad, utility work, roadway improvements
- Outreach to residents and passengers
- Local and federal funding – Measure M
- ADA Compliance
- Coordination with City of Anaheim

Project Reference

Lora Cross, Project Manager III, OCTA (retired)

P: (714) 560-5788

P: (949) 429-9203

E: lcross13.lc@gmail.com

SR-55/Ritchey Street Water Improvements • City of Santa Ana



Firm Role Prime

Construction Value \$6 M

Contract Value \$1.5 M

Services Provided Construction Management, Claims Assistance, Inspection, Scheduling, Office Engineering

Project Dates Nov 2022 – Feb 2024

Staff on Project Proposed for Placentia

Dave Smith, PE, QSD: PM/Sr. Resident Engineer; **Bruce**

Pretty: Lead Inspector; **Dominic Costello, CPII:** Inspector;

Carlos Quiroz: Inspector; **Sierra Smith:** Jr. Office Engineer;

Rose Solis: Document Control

Project Features

- Component of OCTA's SR-55 Widening Project
- 3 water projects: water main relocation, pressure reducing station, water crossing installation
- Multiple TCE's
- Coordination with OCTA, Caltrans, and utilities
- Work includes:
 - Excavation
 - Shoring
 - Pipe casing fabrication
 - Storm drain connections
 - Traffic control
 - Nightwork and service shutdowns
 - ADA Compliance

Project Reference

Robert Aguirre, CIP Project Manager

P: (714) 647-3572

E: RAguirre@santa-ana.org

Melrose Avenue Streetscape Improvements • City of West Hollywood



Firm Role Prime
Construction Value \$15 M
Contract Value \$3.2 M
Services Provided Construction Management, Inspection, Scheduling, Office Engineering, Public Outreach
Project Dates Jun 2021 – Jun 2024
Staff on Project Proposed for Placentia
Dominic Costello, CPII: Construction Manager; **Tony Farrahi:** Lead Inspector; **John Sagrado:** Inspector; **Ryan Moore:** Inspector; **Charlie Fornelli:** Scheduler; **Eric Vandenberg : Jr.** Office Engineer; **Rose Solis:** Document Control; **Jenelle Saunders:** Public Outreach; **Ninyo & Moore:** Materials Testing

Project required contract extension and additional funding due to unforeseen conditions including expansive soil remediation and redesign of Gathering Space.

Project Features

- High-profile streetscape reconstruction and utility undergrounding
- Sidewalk widenings, curb extensions, and decorative concrete
- Median, curb & gutter, and tree wells
- ADA Compliance
- Asphalt grinding, paving, and striping
- Safety features including In Road Way Lighted crosswalks
- Landscape and gathering space
- Outreach to residents and business owners including bi-weekly virtual meetings
- Local and federal funding – Measure M
- Close coordination with City of West Hollywood, SoCal Edison, AT&T, Spectrum

Project Reference

John Gilmour, PE, City Engineer
 P: (323) 848-3778
 E: jgilmour@weho.org

On-Call Construction Management & Observation Services • City of Santa Monica



Firm Role Prime
Construction Value Various (\$1.4M, \$4.9M, \$3.45M)
Contract Value \$164 K
Services Provided Construction Management, Observation Services/Inspection
Project Dates Jan 2016 – Jan 2025
Staff on Project Proposed for Placentia
Cass Hamvas, PE, QSD: Project Manager, **Bruce Pretty:** Construction Manager; **John Sagrado:** Inspector

Project Features

- Six task orders under on-call contract for various CIP projects including water mains, waste water improvement, & bike lanes
- Removal and replacement of 4-, 6-, and 8-inch water mains
- Roadway excavation, backfill, and reconstruction
- Installation of 36 traffic cameras at 18 intersections
- Painting of 502,000 square feet of bike lanes with bike path symbols throughout the city
- ADA Compliance & Traffic Control
- Community Outreach and Public Safety

Project Reference

Jason Hoang, PE
 P: (310) 351-7913
 E: Jason.hoang@santamonica.gov

As-Needed Materials Testing, Pavement Mix, and Inspection • LA County Public Works

Services Provided Materials Testing & Inspection

Project Dates Jun 2015 – May 2020

Project Reference

Greg Johnson

(626) 458-1741

gjohnson@dpw.lacounty.gov

Ninyo & Moore provided as-needed materials testing, pavement mix design, and inspection services for various projects located throughout LA County. Relevant projects included: Los Palacios Drive Cement Stabilization Mix Designs Project, SR 126/Commerce Center Drive Interchange – Caltrans Concrete Materials Sampling & Testing Services, San Gabriel Valley Airport Apron Pavement Rehabilitation Phase 2 – Caltrans Asphalt Concrete Materials Testing Services.

Other similar contracts and projects that are listed below to shows work elements we oversee. The table also shows contracts and projects that involve state, federal, and local funding.

SIMILAR PROJECT EXPERIENCE MATRIX	State Funded	Federally Funded	Locally Funded	Pump Station	Lift Stations	Curb & Gutter	Sidewalks	Pipelines	Structures	Road Rehabilitation	Bridge & Retrofits	ADA Improvements	Caltrans LAPM	Federal Highway Req.
	On-Call Capital Improvement Program City of Santa Monica			●			●	●	●		●		●	●
On-Call CM Services Port of Los Angeles			●			●	●		●	●				
On-Call CM Services County of Los Angeles	●		●					●	●	●	●	●	●	●
On-Call CM, Inspection, & Materials Testing Services City of Rialto			●		●	●	●	●	●	●		●		
On-Call CM Services City of West Hollywood			●			●	●			●		●	●	
N. Santa Monica Blvd. Reconstruction City of Beverly Hills			●			●	●	●	●	●		●	●	
Raymond Avenue Grade Separation City of Fullerton	●	●		●		●	●	●	●	●	●	●	●	●
Fullerton Road Grade Separation SGVCOG/ACE	●	●		●		●	●	●	●	●	●	●	●	●
Water Main Improvements on Cedar St. & Walnut City of El Segundo			●			●	●	●		●		●	●	
PCH at Hawthorne Blvd. Intersection City of Torrance	●	●				●	●	●	●	●		●	●	
Various Community Improvements Los Angeles Neighborhood Initiative	●		●			●	●	●	●	●		●		

F. UNDERSTANDING & APPROACH

In order to lead a successful program, the specifics of multiple projects must be coordinated simultaneously. We understand that the City has a great task in managing its Capital Improvement Program. We collaborate with the City and assist to ensure that all considerations have been made by the Designer when we are tasked with managing a project during construction. For instance, we will ensure that required permits are applied for with the proper duration of time and the specifications of each contract are in compliance with funding requirements to ensure the City will receive maximum reimbursements. As multiple projects may be occurring throughout the City simultaneously, coordination between projects can present issues such as traffic control conflicts. We will make sure that the schedules, traffic plans, permits and any other possible overlapping aspects of simultaneous projects are cohesive and do not disrupt the individual project schedules.

Methodology

Quality construction does not just happen, it is the result of the successful alliance between the City, designer, contractor, and construction manager. Berg’s approach to contract administration promotes teamwork and cooperation, understanding that a project’s success depends on the success of each party. We have seen proof that continuous and effective communication is vital to the success of all projects, and we promote this by:

- ✓ Establishing clear lines of communication
- ✓ Resolving issues at the lowest possible level and creating guidelines for escalating issues
- ✓ Timely responses to RFIs and submittals
- ✓ Avoiding surprises and contentious correspondence
- ✓ Being positive and cooperative

We believe in a **“no surprises” approach** to communications where we keep all stakeholders well informed of project status and discuss and resolve issues as they evolve.

We ensure that contract compliance occurs throughout the project by becoming thoroughly familiar with the contract and providing recommendations before construction begins. We make certain that both the contractor and our CM team are **in compliance throughout construction** with on-going evaluation through site visits, internal audits, and continual review of the contract documents.

Our QA/QC program is rooted in three fundamentals that we practice in every aspect of the project: **communication, documentation, and evaluation**. As illustrated in the graphic, we use these core tenants to avoid and/or mitigate conflict, changes, or claims.

Approach

BergCM will keep the City updated on the progress of the work with a **weekly status report** that will be a quickly digestible dashboard of work completed and work anticipated during the following week, outstanding RFI’s or RFC’s, Change Orders to date, total budget expended to date and amount remaining, schedule adherence confirmation and several key photos that represent the week’s



**Consistent
Clear and Efficient
Utilize Chain of Command**



**Detailed Daily Reports
Meticulous File Management
Tracking Logs**



**Quality Assurance
Monthly Progress Reports
Internal Audits**

PROPOSAL

progress. Additionally, the City can access the current project logs and their associated documents at any time via our online project portal.

Our proposed construction managers and administrative staff have extensive experience implementing standards and specifications including: Caltrans Standard Plans and Specifications, the Caltrans MUTCD for traffic control, Caltrans Local Assistance Procedures; OSHA safety, the Greenbook, Uniform Building Codes Standard Plans for Public Works Construction and local regulations and standards.

We have an impressive track record of successful coordination with Caltrans, the California Department of Fish and Game and the US Forest Wildlife Service, the Air Quality Management District (AQMD), and the Regional Water Quality Control Board (RWQCB) as well as most of the gas, electrical, telecommunications, and cable providers in the region.

APPROACH TO POTENTIAL SPECIAL ISSUES

Potential Special Issue/Risk	BergCM Mitigation Approach
<p>1) Traffic Control: Detours & Closures – Traffic control is the biggest concern for public safety when working on street improvement projects. It may be that PCMS boards are faulty, signs and delineators are moved, or the Contractor slips out of compliance with the approved TCP.</p>	<p>Part of the CM support team’s task is to ensure all the signage is in place at all times and closely monitored during the closures. Our team is available to the City 24/7 for calls, coordination and emergency traffic control monitoring. We proactively monitor the site to avoid issues, but things can always come up, which is why we stay available with LOCAL staff.</p>
<p>2) Hazardous Material: Handling and Disposal - Often, it may be the case that an ADL Report is not provided, bid items are unclear, or plans and specifications do not match up.</p>	<p>Our team will conduct a review of the Environmental Mitigation sheet and will identify all items known to exist in the Project. Review of the levels and available handling requirements from the Specifications will be identified for attention during the project. Our team will track the issues and ensure hazardous material plans will be identified in the Submittal Log for submission and review.</p>
<p>3) Utility Relocations in Plans/Specs – Utility relocations identified in the specifications with language identifying working days durations. However, for each of these relocations, the plans show more work than the specifications.</p>	<p>A discrepancy between the plans and specs, especially for utility work, opens an opportunity for the Contractor claim a delay. BergCM will track of Utility work schedules by preparing a utility matrix at the start of the project.</p>

Coordination with Utility Companies

The BergCM team has exactly the experience, proactive approach, and dedication needed to address any utility construction required for any City projects. We have the experience working directly with utilities companies to establish relocation schedules, develop a plan, and recommend language for additional sections for the Special Provisions to address issues and constraints. This represents a crucial part of the



constructability review process. The BergCM team is familiar working with SCE, SCG, MWD, communication, and water companies. Nearly all of our project involve utility coordination or relocations. Most recently, we assisted the City of West Hollywood with SCE undergrounding.

Caltrans Oversight & Standards

Berg has been involved with Caltrans projects since the company was founded. We have held On-Call contracts with Caltrans District 7, managed projects in the Caltrans ROW, and coordinated with Caltrans for numerous projects that use LAPM and require Caltrans oversight. Our proposed PM/Sr. RE, Dave Smith, PE, QSD, managed the Raymond Avenue Grade Separation in Orange County which required **coordination with Caltrans District 12**. Dave is also currently coordinating with District 12 and the City of Santa Ana to relocate three water features under the SR-55 prior to the SR-55 widening. Our whole team is familiar with the Caltrans RE Manual, LAPM methods, and Caltrans Standard Plans and Standard Specifications.

Project Schedule

Our team maintains successful project schedules through planning and analysis. Our teams can conduct an in-depth constructability review and a subsequent assessment of the contractor's baseline schedule. Depending on the order of operations, we can help with the bid process and give our recommendations for the bid package or, if the project is already out to bid, we can use our independent constructability review to establish milestones with the contractor during pre-construction meetings. Our team is accomplished at identifying potential delays and mitigating them before they occur such as long-lead items, TCEs, and permit dates. We establish a risk register that we prepare prior to construction and update throughout construction so that we can track potential risks and avoid claims.

Throughout the duration of the project, BergCM will **review and approve the contractor's schedule** using the Critical Path and Work Breakdown method. It is recommended that an approved monthly schedule or if necessary, a recovery schedule is required from the contractor in order for BergCM to authorize monthly payment applications to the City. During intensive times of the project construction, a two or three week lookahead schedule may be required to stay on top of all work components. The contractor's schedule should be loaded with submittal submission dates, in addition to the contractor providing a **submittal list** at the start of the project.

Project Budget

Typically, schedule will drive cost. Any re-do work wastes both time and money. Therefore, we will be diligent to complete tasks within the allotted and agreed time and budget. With the monthly schedule review, we will also monitor budget, planned vs. actuals, and provide cost forecasts. We will manage on-call as needed services and subconsultants judiciously by clearly identifying scope and apportioning task orders incrementally.

G. SCOPE OF WORK

Collaborating with City staff to fully understand project needs, we are able to provide the right staff for the project. We ensure that contract compliance occurs throughout the project by becoming thoroughly familiar with the contract and providing recommendations before construction begins. We ensure that both the contractor and our team are in compliance throughout construction with our evaluation of project delivery through site visits, internal audits, and continual review of the contract documents.

Bid Analysis

We can attend the **pre-bid meeting** with interested contractors and work with your team to respond to inquiries that are submitted in writing and will ensure timely responses are issued via addendums prior to bid close. Berg can perform a **bid evaluation** which include a **thorough bid comparison** of each bid item submitted by every bidder vs. the engineer's estimate which enables us to quickly identify bid item(s) with a significant cost disparity. We can then zoom in on those as a team and root out any error before a contract with the successful low bidder is executed. Additionally, we carefully review the low bidder's entire bid submission and confirm that their license, insurance and bonding are present and in effect, check all references and carefully document the findings, in addition to checking off all the boxes that every form is completely and accurately submitted.

Pre-Construction Services

Once BergCM is selected for a project task order, we immediately set up **project controls** including **online and fully accessible documentation portals** and project logs, organized per City and Caltrans requirements in accordance with the LAPM.

Constructability Reviews If desired by the City in advance of project bidding, we can utilize our many experts to perform a thorough **constructability review** of the plans and specs with a set of fresh, well-trained eyes to spot any potential concerns that could lead to a project cost increase. We not only discover potential issues but work in tandem with your team to develop solutions while keeping our eye on the clock to put the project out to bid. There are a multitude of factors at play when looking for **potential cost impacts**, and we have decades of experience with discovering plan oversights, cost estimate concerns, missing clarifications in the general conditions and special provisions, and incorrect calendar days/project timeline estimation. All of these can impact the project bottom line cost, and for what you invest in Berg to perform constructability, the City will benefit many times over in problems averted.

Our detailed constructability review log is the basis we work from with your team to share items of concern, assigning responsibility and potential cost or time impact and we follow through with the team until all items of concern are addressed and agreed upon. Should we begin at a later stage, we will then set up risk management procedures including creating a **risk register** that will be our team's internal tracking tool for possible issues that may arise following bidding of the project.

Site Visits Prior to the contractor mobilizing on site, Berg will **take both aerial photos by our drone pilots and ground photos** by the Construction Manager to document the pre-existing conditions of the project, begin review of the first submittals including the contractor's safety program, establish labor compliance protocols.

Pre-Construction Meeting

After the contract has been executed with the successful low bidder by the City, BergCM will initiate the **pre-construction meeting** and will conduct it with all parties including City personnel, the contractor, designer, utilities, public safety agencies, transit services and stakeholders. We will request that the contractor submit their project Master Schedule in advance of this meeting for our review and anticipate establishing the **Notice To Proceed** with the team during the pre-construction meeting. We will review all

project scopes of work that affect the **utility agencies** and will address and resolve any potential conflicts, while maintaining communication with utility parties throughout the project to ensure their needs are addressed. Moving forward, BergCM will oversee bi-weekly meetings with the contractor and parties of interest, in addition to any necessary field meetings and will author and distribute meeting agendas and minutes.

General Construction Administration

BergCM routinely utilizes the Caltrans Local Assistance Procedures Manual directory for file classification and excel spreadsheets for logging project activity. The team has effectively used the following programs to maintain project files:

- Expedition
- Procure
- MS Project
- E2020
- Airtable & Dropbox
- Sharepoint
- Bluebeam
- OneDrive

Berg is adept at customizing forms and logs to provide an integrated searchable system for tracking, monitoring and communicating construction management activities and reports, project correspondence, project progress and expenditures.

Our construction managers and administrative staff will **maintain daily job dairies**, drawing logs, monthly reports, description of work completed, work forecast, cost forecast, and change orders completed and pending. They will provide a detailed daily report that includes a summary of daily activities, RFI responses, submittal reviews, work conducted, meetings conducted and/or coordinated and any other pertinent information of the day. They will **track all correspondence** during the course of project work, receive all project documents, and will “date stamp” confirmation of receipt. Recording the date received, transmitted, and returned is essential to good document management. All documents will be scanned, filed, and managed electronically.

Our weekly or monthly reports, depending on the scale of the project, will contain a construction progress status update to provide you with **a management level overview of construction progress and issues**. In each case, we address how we are proceeding to resolve issues. Weekly reports contain “look-ahead” schedules, list of meetings, a summary of work activities, and schedule updates from the week. These reports are very important for **monitoring the contractor’s schedule** and having a detailed look into each week of the project including:

- Total workdays, weather and manpower statistics
- Status of potential changes and change orders
- Representative progress photos

Submittals & RFI Review/Processing

BergCM will **review and facilitate approval of shop drawings** by working with the appropriate design consultants, in addition to all material **submittals**. We review and respond to Requests For Information, and thoughtfully ensure that when **RFI’s** lead to potential changes, they are justified, cost- and time-appropriate, and are answered promptly. We consult with City staff prior to authorizing any cost or time increase, with a thorough explanation as to the essential nature.

Change Order Review

A cost/price analysis will be developed and shared with the contractor after reviewing their cost proposal for the associated potential change. We work to engage the contractor into a discussion to negotiate a fair price so both parties can agree. It is important to prepare, negotiate, and process change orders in a time

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frame that avoids delay and monetary impacts to the contractor. To manage timely execution of changes, we utilize our change management tracking log to follow a project change from its root document (RFI, design revision, or an unknown variable) to its ultimate result, whether that be a change order or another form of resolution. We strive to negotiate lump sum change orders with an agreement from the contractor that they will waive claims. Our Scheduler/Claims Support, Charlie Fornelli, will make recommendations on the pros and cons of paying a negotiated impact cost as a means of obtaining a waiver of claims.

Safety

Our inspectors monitor the project for safety concerns **every minute of the day**, and will not let an unsafe practice be continued. We review the contractor’s health and safety plan for completeness and are always mindful of the public’s safety by ensuring good housekeeping by the contractor.

Progress Payments

Project progress payments will be **swiftly processed** by BergCM for submission to the City. Quantities and percentages will be verified on site and BergCM may require the contractor to adjust their percentage should our observations indicate to do so. Retention of 5% will be withheld with each progress payment and Berg will advise the City if additional funds should be withheld, such as in the case of a discovered and documented labor compliance underpayment to workers. BergCM is motivated to **expedite payment** of contractor’s invoices as this demonstrates our respect for the contractor’s fluidity of operations and **emphasizes a partnering spirit**.



BergCM has hosted lunches with the Contractor to reward safe working conditions & practices.

Materials Testing

Our team is knowledgeable of the Materials Testing **frequency required**, types of tests required and the right time to schedule tests with our subcontractor, Ninyo & Moore. We will monitor the contractor’s schedule to **anticipate when such services will be needed**. Our team will confirm that all test results are in compliance with the plans and specifications of the project and the results are subsequently filed and logged in the project record system.

Inspections

Once the construction begins, our inspectors are highly communicative, approachable yet firm, and bring watchful eyes during every hour the contractor is working. Our inspectors reflect their full daily observations in a timely manner in their detailed daily reports along with project photos. They are well versed on the projects plans and specifications, City standards and the Standard Specifications for Public Works Construction. Our inspectors do not direct the work, but they will call out an inappropriate construction activity per the plans and specs and will issue a Non-Compliance Report (NCR) which is logged and requires correction by the contractor. Inspectors will advise on field measurements and legitimacy for extra work/change orders, attend project meetings and will participate in final inspections and assist in generating the final punch list.

One particular activity that will be documented in the inspection/photographic records is potholing. We work closely with the Contractor to accurately record the location and elevation of the existing utilities (including any located by USA that may not be shown on the plans).

Our seasoned inspectors ensure that traffic control and parking restrictions are properly carried out. They perform daily measurements of the work performed by the contractor and subs, which is documented in their daily reports and utilized for review and approval of payment applications. Our inspectors are trained in public outreach management for all affected by the construction in order to keep them informed of construction activities in advance. Our inspectors are excellent listeners when approached by concerned citizens or the traveling public, and will elevate a concern when necessary, by taking the issue to the Resident Engineer who if deemed crucial, will consult with the City. We keep the public safe and their access prioritized while ensuring the contractor does not deviate from the approved schedule.

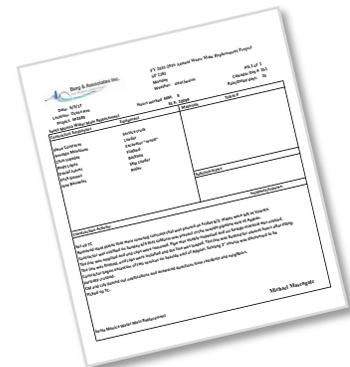
Pothole Data for PW 10-18 Cedar St					
Sta	Utility	Size	Top/Bot	Date	Remarks
POC	Water	8"	21"	2/6/2019	Gas service in CL abandoned??
MH	Sewer	8"	36"	2/7/2019	Opened MH lid
0+05	Gas	3"	32"	2/7/2019	
0+16	Tele	Multiple	29"-43"	2/6/2019	Concrete encased
0+16	Tele	4"	42"-47"	2/6/2019	

We document details of potholing activity by maintaining a Pothole Log, as shown above. Each line item is linked to the associated photo of the pothole.



Daily reports are one tool to make certain that all pertinent information is gathered, including:

- Climate conditions and their effect, if any, on work activities
- Number of workers by trades and subcontractor, including shift work
- Material and equipment
- Construction activities by trade and location
- Special inspections
- Deficient or repeated work
- Observations of work completed
- Interesting or unusual occurrences
- Any work-related, off-site activity
- Work-related discussions or correspondence
- Visitors to the site



In addition, we compile an extensive photographic record of the project – showing the existing condition of the area prior to the start of construction, regular project progress and the final as-built condition prior to covering up and at completion. We index photographs by date and by specific issue, as appropriate, for easy identification. We can provide videos, still photography and aerial drone shots. Progress and as-built photos will be regularly posted in Procore and can be accessed by City staff for reference throughout the course of the project.

Claims

We manage the claims avoidance process by monitoring contract changes and potential claims, processing and implementing all change orders, and making recommendations for actions to take regarding particular claims. Working with an approved realistic baseline schedule is important to mitigate delay claims. To avoid any public claim, such as a trip-and-fall, we verify the contractor is following its safety plan, we photographically document the field conditions frequently, and we ensure that there is a safe pedestrian access plan in place. This is specifically important within school zones. If a claim arises, we can easily research the conditions before and after an alleged incident. Similarly, it is important to have evidence of proper traffic control in place, should there be a vehicular incident.

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Prevailing Wage & Labor Compliance

BergCM is well-versed in **State and Federal labor compliance** regulations including prevailing wage requirements, use of apprentices and Davis-Bacon. We have a company history of managing public works projects that utilize Federal Aid, and we understand the requirements and regulations that apply to govern construction. We are deeply familiar with the Caltrans Local Assistance process and the Construction (RE) Manual, which we utilize on the majority of our projects, and are experienced with OCFCD encroachment permits.

Project Closeout

Project Closeout is **continuously planned for throughout construction**. As-Built drawings are compiled over the course of the work and reviewed, and documentation is maintained so that there are no loose threads at project completion. Berg will conduct the **pre-final inspection** with the team and will **develop the punch list** items for completion, oversee the commissioning of building systems, develop a list of operation and maintenance (O & M) manuals for correctness, and ensure that all warranty documents, O & M manuals, attic stock and keys are turned over to City staff.

Berg can **conduct O & M training to City personnel**; we find it is successful to make videos of this training for future ease of reference. Following completion of the work, Berg will focus on closeout of the contractor’s final pay estimate and request for retention release, and will request/review/approve closeout certified payroll documentation. Berg will assist the City to compose and file the Notice of Completion which will be provided to the Contractor to enable them to close out their bonding and insurance for the project. Berg will prepare final reports, **close out all unresolved issues**, assist the City with Caltrans audit (if needed), furnish electronic files of As-Built drawings, in addition to an electronic project files to the City.

Community Outreach

As an additional service option, BergCM provides a turn-key, in-house public outreach services on federally-funded projects of similar size and nature to the City of Huntington Beach’s project. Our Public Outreach Manager, Jenelle Saunders, is the program manager for our public outreach services. Our outreach professionals attend weekly progress meetings and coordinate with the CM and inspection staff to provide real-time and accurate schedules to the Public during construction. Some of the tools we implement to do this successfully include:

- ✓ Resident & Business Construction Update Meetings
- ✓ Project Websites
- ✓ Resident & Business Contact Database
- ✓ Aerial Progress Photos
- ✓ 24/7 Helpline
- ✓ Outreach Tracking Logs
- ✓ Construction Update Flyers & Emails
- ✓ Fact Sheets
- ✓ Social Media Posts



BergCM’s Public Outreach Manager, Jenelle Saunders, meeting with Inspection to discuss pedestrian access & upcoming activity on the high-profile Melrose Avenue Streetscape Project for City of West Hollywood.



The QR Codes below will take you our recent project websites for major roadway improvements that have similar significant public impact:



PCH AT HAWTHORNE INTERSECTION IMPROVEMENTS
City of Torrance



MELROSE AVENUE STREETScape IMPROVEMENTS
City of West Hollywood

Federal Requirements

Berg routinely manages public works projects that utilize Federal Aid, and we understand the requirements and regulations that apply in order to govern construction. We are very familiar with the Caltrans Local Assistance process and the Construction (RE) Manual, which we utilize on the majority of our projects.

We recently managed a **CMAQ federally funded** project for the City of Santa Monica’s Bike Network Linkages to the Exposition Line and are currently managing the **Metro Prop C grant** for the City of West Hollywood’s Melrose Avenue Streetscape project. We understand **how to meet grant requirements** in a timely fashion to ensure the project is built and invoiced to grant specifications and will oversee any required audits. In our ten years as a Prime CM on the Alameda Corridor with both Dave Smith and Tom Berg as RE’s, we facilitated the completion of nine different bridge projects, all federally funded and administered under the Caltrans Local Assistance Procedures. Some of our standard operating procedures for administration of federally funded projects include:

- Working with Cities for accurate project pricing for verification of funding and final E-76 for Federal Authorization to proceed.
- Review approvals from CTC and ensure permits are in place.
- Compliance with FARs in all indirect cost certifications, reviews, and rates.
- Compliance with Prevailing Wage requirements as determined by the DIR.
- Utilization of Caltrans payment forms for the construction contractor and compilation of back up documentation to ensure progress payments are in conformance with scope and finance letter.
- Working to meet milestones to achieve project completion within the approved performance end date.
- Scoping, estimating, negotiating, and implementing written changes, when necessary, within program eligibility.
- Full compliance with Chapter 16 of the Caltrans Local Assistance Procedure Manual to include Weekly Statement of Working Days, Daily Reports by the Resident Engineer and Inspection staff, EEO Reports, tracking all submittals, changes and potential claims.
- Filing of the Monthly Program Payments and Progress Reports.
- Making sure all documentation is accurate, complete, and current for maximum funding reimbursement.

BERG FEDERALLY FUNDED & LOCAL ASSISTANCE PROJECTS

(Partial List)

- PCH at Hawthorne Blvd. Intersection Improvement Project, City of Torrance
- SR-55/Ritchey Street Water Improvement Project, City of Santa Ana
- Green Port Gateway Project (Track Realignment at Ocean Blvd. and Pier F Support Yard), POLB
- Harry Bridges Street Improvements, POLA
- Avenida Banderas Overcrossing, City of Rancho Santa Margarita
- El Toro Creek Crossing, County of Orange
- Limonite Grade Separation, RCTC
- Lincoln Ave Overcrossing, City of Corona
- Lakeshore Drive, Lake Elsinore
- Seaside Avenue/Ocean Blvd., POLB
- Madera Rd. Overcrossing, City of Simi Valley
- Union Ave. Overcrossing, City of Bakersfield
- Chester Ave. Undercrossing, City of Bakersfield
- I/10 Riverside Avenue Interchange, SBCTA
- SR 60/HOV Lane Construction and Bridge Widening of 5 interchanges, RCTC
- Portola Bridge, City of Palm Desert
- Washington Street Bridge Widening over Whitewater Wash, City of La Quinta
- Gilbert Avenue Undercrossing, City of Fullerton
- Alameda Corridor Transportation Authority (ACTA) projects:
 - Dominguez Channel Overcrossing
 - Compton Creek Bridge
 - Alameda Corridor Overcrossing
 - Dominguez Channel Filler Bridge
- LANI Parks and Pocket Parks, Los Angeles
- Antelope Rd. Safety Median, City of Menifee

H. SCHEDULE.

WORKPLAN EXAMPLE OF SEWER REHABILITATION INSPECTION

Inspecting a sewer rehabilitation construction project involves a range of tasks to ensure that the project is executed properly and meets the required standards. Here are some of the key tasks involved in inspecting a sewer rehabilitation construction project, from pre-construction through close-out:

1. **Review project plans and specifications:** Start by thoroughly reviewing the project plans and specifications to understand the scope of work, design requirements, and any specific instructions or guidelines provided by the engineer or designer.
2. **Pre-construction meeting:** Attend a pre-construction meeting with the contractor, engineer, and other relevant stakeholders. Discuss the project schedule, construction methods, safety procedures, and any specific concerns or requirements.
3. **Site visits and monitoring:** Regularly visit the construction site to monitor the progress and quality of work. Inspect the excavation, pipe installation, and rehabilitation techniques to ensure compliance with the approved plans and specifications. Keep a record of site observations, including photographs and notes.
4. **Material inspections:** Verify that the materials used for sewer rehabilitation, such as pipes, fittings, grouts, and liners, meet the required standards and specifications. Check for proper storage, handling, and installation of materials to ensure their integrity and performance.
5. **Testing and quality control:** Oversee and conduct various tests as required to ensure the quality of work. This may include pressure testing of pipelines, infiltration and exfiltration testing, structural integrity testing, and flow monitoring. Evaluate the test results and compare them against the project requirements.
6. **Safety inspections:** Regularly inspect the construction site to ensure compliance with safety regulations and procedures. Check for the presence of safety equipment, proper signage, barricades, and measures to protect workers and the public. Address any safety issues promptly.
7. **Documentation and reporting:** Maintain detailed documentation of inspections, including observations, test results, deviations from plans, and any corrective actions taken. Prepare reports summarizing the progress and quality of work, noting any non-compliance or deficiencies. Communicate the findings to the relevant parties, including the contractor, engineer, and project owner.
8. **Problem identification and resolution:** Identify any issues or challenges that arise during the construction process, such as design conflicts, unforeseen site conditions, or construction errors. Work with the contractor and engineer to find appropriate solutions and ensure that necessary adjustments are made to maintain project quality and compliance.
9. **Change order management:** Review and evaluate change orders proposed by the contractor, assessing their impact on the project scope, cost, and schedule. Ensure that change orders are properly documented, reviewed, and approved before implementation.
10. **Final inspection and closeout:** Conduct a final inspection to verify that all work has been completed according to the approved plans and specifications. Address any remaining punch-list items or outstanding deficiencies. Prepare a final inspection report and ensure that all required documentation, including as-built drawings, record drawings, and warranties, are obtained and submitted.

APPENDIX B
SUMMARY SHEET

Firm Name: Berg & Associates, Inc.

Firm Parent or Ownership: Corporation

Firm Address: 302 W. 5th Street, Suite 210, San Pedro, CA 90731

Firm Telephone Number: (310) 548-9292

Firm Fax Number: (310) 548-9195

Number of years in existence: 44 years

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Alicia Berg Title: VP/Director of Development

Telephone Number: (310) 548-9292 Fax: (310) 548-9195

Email: alicia@bergcm.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: David Smith, PE Title: Project Manager/Resident Engineer

Telephone Number: (909) 215-2698 Fax: (310) 548-9195

Email: dave@bergcm.com

Types of services provided by the firm: Project & Construction Management,

Inspection, Contract Administration, Office Engineer, Document Control,

Claims Support, Community Outreach.

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: Berg & Associates, Inc.

By: 
(Authorized Signature)

Type Name: Deborah Berg

Title: President

Date: January 30, 2024



January 30, 2024
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Attn: Chris Tanio, PE - Deputy Director/City Engineer

Subject: RFP No. PW-24-01: On-Call Construction Management and Inspection Services for the City of Placentia

Proposer: Berg & Associates, Inc.

Dear Mr. Tanio,

Please see attached our pricing proposal for providing personnel to the City of Placentia for On-Call Construction Management and Inspection Services for the specified contract duration of three years, 2024-2027. Also included our fee schedules for our subconsultant, Ninyo & Moore.

Please know that rates are fully negotiable as needed.

Should you have any questions, please don't hesitate to contact me at (310) 548-9292 or (310) 739-5710 or deborah@bergcm.com.

Sincerely,

A handwritten signature in cursive script that reads "Deborah Berg". The signature is written in black ink and is positioned below the word "Sincerely,".

Deborah Berg, MPA
President

Attachments: One (1) Pricing Proposal

Firm: Berg & Associates, Inc.
 January 30, 2024



PRICING PROPOSAL
Hourly Rate Schedule
City of Placentia On-Call CM & Inspection Services
 Jan 30, 2024 - Jan 30, 2027

Classification	2024-2025		2025-2026		2026-2027	
	Regular Rate \$/hr	Overtime Rate \$/hr	Regular Rate \$/hr	Overtime Rate \$/hr	Regular Rate \$/hr	Overtime Rate \$/hr
CM & Inspection Positions						
Project Manager	\$ 234.18	\$ -	\$ 241.21	\$ -	\$ 248.45	\$ -
Resident Engineer	\$ 218.92	\$ -	\$ 225.49	\$ -	\$ 232.26	\$ -
Senior Construction Manager	\$ 197.99	\$ -	\$ 203.93	\$ -	\$ 210.05	\$ -
Scheduler	\$ 175.15	\$ -	\$ 180.41	\$ -	\$ 185.82	\$ -
Construction Manager	\$ 168.00	\$ -	\$ 173.04	\$ -	\$ 178.24	\$ -
Lead Inspector	\$ 175.76	\$ 210.49	\$ 181.03	\$ 216.81	\$ 186.46	\$ 223.31
OT	\$ 210.49	\$ -	\$ 216.81	\$ -	\$ 223.31	\$ -
Contract Admin	\$ 142.38	\$ -	\$ 146.65	\$ -	\$ 151.05	\$ -
Asst CM	\$ 158.99	\$ -	\$ 163.76	\$ -	\$ 168.68	\$ -
Office Engineer	\$ 156.33	\$ -	\$ 161.02	\$ -	\$ 165.85	\$ -
Civil Inspector	\$ 141.27	\$ 169.18	\$ 145.50	\$ 174.26	\$ 149.87	\$ 179.49
OT	\$ 169.18	\$ -	\$ 174.26	\$ -	\$ 179.49	\$ -
Public Outreach	\$ 128.14	\$ -	\$ 131.98	\$ -	\$ 135.94	\$ -
Public Outreach Assistant	\$ 97.28	\$ -	\$ 100.20	\$ -	\$ 103.20	\$ -
Document Control	\$ 85.43	\$ -	\$ 87.99	\$ -	\$ 90.63	\$ -

Reimbursable Expense	Cost	Unit
Printing Large Scale plans (24x36)	\$ 5.00	/sheet
Office supplies/consumables	at cost	/item
Vehicles (Field Personnel and Inspector)	\$ 5.75	/hour

NOTES:
 An audited overhead of 130% and a fee of 10% is used to calculate fully-burdened rates.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 250
Senior Engineer/Geologist/Environmental Scientist	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist	\$ 220
Project Engineer/Geologist/Environmental Scientist	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 200
Staff Engineer/Geologist/Environmental Scientist	\$ 180
GIS Analyst	\$ 160
Technical Illustrator/CAD Operator	\$ 140

Field Staff

Certified Asbestos/Lead Technician	\$ 220
Field Operations Manager	\$ 150
Nondestructive Examination Technician (UT, MT, LP)	\$ 145
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 135
Senior Technician	\$ 135
Technician	\$ 130

Administrative Staff

Information Specialist	\$ 120
Geotechnical/Environmental/Laboratory Assistant	\$ 120
Data Processor	\$ 95

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Field Equipment	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



REQUEST FOR PROPOSALS (RFP)

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

CITY OF PLACENTIA

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., TUESDAY JANUARY 30, 2024**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Date Issued: JANUARY 9, 2024

REQUEST FOR PROPOSALS (RFP)
FOR

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CITY OF PLACENTIA

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Appendix “A” – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

Appendix “B” – SUMMARY SHEET

Appendix “C” – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award 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 Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

2. PROPOSAL SCHEDULE

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection* - March 2024

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. SCOPE OF WORK

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

5. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

A. Cover Letter

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

B. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

C. Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

D. Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

E. Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

F. Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

G. Schedule

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

It is necessary to submit these elements with your RFP response. Failure to submit the required information with your response will render your proposal non-responsive.

6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7. EXCEPTIONS

8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.

9. SUBMITTAL INSTRUCTIONS

A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals 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 Request For Proposal. All proposals 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 proposal. 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 PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals 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”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
 - states "***On-Call Construction Management and Inspection Services***"
 - identifies the proposer
- Must be addressed as follows:
 - City of Placentia
 - Attn: Chris Tanio, PE, Deputy Director/City Engineer
 - 401 E. Chapman Avenue
 - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

10. EVALUATION CRITERIA

A. Selection Committee

- a. Proposals submitted will be evaluated by a Selection Committee

B. Review of Proposals

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The firm is independent and properly licensed to practice in California.
 - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
 - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

 - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
 2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
 3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
 4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
 2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
 2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be

required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

_____ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2024

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

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

PRODUCER 951-656-2409 951-281-3900 McCarry Insurance Services 19510 Van Buren Blvd. Ste. F3-142 Riverside, CA 92508	951-656-2409 Lic. 0D20867	951-281-3900 310-548-9292 310-548-9195 Berg & Associates, Inc. 302 W. 5th Street, Suite 210 San Pedro, CA 90731	CONTACT NAME: Patrick McCarry PHONE (A/C. No. Ext): 951-656-2409 E-MAIL ADDRESS: pmccarry@yahoo.com FAX (A/C. No.): 951-281-3900
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Evanston Insurance Company			35378
INSURER B: Security National Insurance Company			19879
INSURER C: Capitol Specialty Insurance Corp.			10328
INSURER D: StarStone National Insurance Co.			25496
INSURER E: U.S. Specialty Insurance Company			29599
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 03**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2AA401501	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY			SPP 1808450-01	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Medical	\$ 5,000
C	UMBRELLA LIAB			XS23024840	03/31/2023	03-31-2024	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			T 10241022	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability			USS 24 34538	03/01/2024	03/01/2025	Liability each claim:	\$1,000,000
							Aggregate:	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Placentia
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

- E. Item 3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

- F. **Increase Of Transportation Expense Coverage**

Subpart a. **Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. **Coverage Extensions** of Paragraph A. **Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. **Coverage Extensions**, of Paragraph A. **Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

I. **Item 4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. **"Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. **Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. **Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection **a.** of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart **a.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart **b.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___*___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	03/01/24	Policy No.	T10241022	Endorsement No.	12
Insured	Berg & Associates Inc			Policy Effective Date	03/01/24
Insurance Company	StarStone Naional Insurance Company				

Countersigned By Joseph E (JEB) Connelley

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.

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

- E. Item 3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

- F. **Increase Of Transportation Expense Coverage**

Subpart a. **Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. **Coverage Extensions** of Paragraph A. **Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. **Coverage Extensions**, of Paragraph A. **Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

I. Item 4. Coverage Extensions, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection **a.** of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart **a.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart **b.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___*___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	03/01/23	Policy No.	T10231022	Endorsement No.	12
Insured	Berg & Associates Inc			Policy Effective Date	03/01/23
Insurance Company	StarStone Naional Insurance Company				

Countersigned By Joseph E (JEB) Cavalero

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
- b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

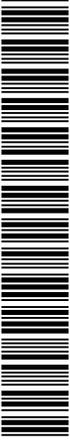
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ARDURRA GROUP, INC.**

THIS AGREEMENT is made and entered into this ^{16th} 2nd day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Ardurra Group Inc. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant'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 Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 27, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling,

2.0. COMPENSATION AND BILLING

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 2, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling,

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

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Ardurra Group Inc.
3737 Birch Street, Ste. 250
Newport Beach, CA 92660
Tel: 714-456-0703
Attn: Dino D'Emilia

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Attn: Chris Tanio

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Dino D'Emilia

Date: 3/11/2024

Signature

Dino D'Emilia

Name and Title

59-1782900

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Chris Tanio

Date: 3/11/2024

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL

Luis Estevez

Luis Estevez, Deputy City Administrator

Date: 3/11/2024

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



A. LETTER OF TRANSMITTAL

January 30, 2024

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

SUBJECT: PROPOSAL TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Dear Chris Tanio,

The City of Placentia has a diverse range of capital improvement projects to help maintain its mission "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."

Ardurra Group, Inc., can help! Our basic philosophy focuses on understanding our client's goals, enabling us to successfully serve as an extension of your staff. Our project experience encompasses each area of your CIP program—from street rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements – concrete sidewalk, curb and gutter, etc., street and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.

We understand that the City is seeking consultant firms knowledgeable in current codes, City standards and ordinances, as well as the City's General Plan, to provide on-call construction management and inspection services on an as-needed basis. Per the RFP, services include project management and resident engineering services, bid analysis, staff report, general contract administration, submittal/RFI review and processing, constructability review, change order review, safety, progress payment, material testing, inspections, claims, prevailing wage/labor compliance, project close out, community outreach, federal requirements, and related services.

We appreciate the opportunity to present our qualifications for construction management (CM) and inspection (I) services. As an experienced and reliable civil engineering, project/construction management, and inspection firm, we are ready to support the City's efforts in completing its varied capital improvement projects. Selecting the Ardurra team offers the City the following benefits:

- **Strong leadership enables smoothly run projects.** Omar Alameddine will serve as primary contact and project manager, leading a comprehensive team of local professionals. Omar has 18 years of project and construction management experience and has managed projects such as street rehabilitation, athletic fields, public parks, dog parks, public facilities, as well as domestic water, sewer, and drainage improvements.
- **Knowledge and experience that delivers quality.** Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality conscious. Our team is knowledgeable of and conforms to local, state, and federal regulations, codes and ordinances, federal grant requirements, Caltrans Local Assistance Procedures Manual (LAPM), Greenbook, APWA/AWWA standards, as well as LEED, DSA, and OSHPD standards.

CONTACT INFORMATION

MANAGEMENT CONTACT

Dino D'Emilia, PE, F. ASCE, QSD
CA Public Works Practice Director
1960 E. Grand Avenue, Suite 300
El Segundo, CA 90245
Telephone: 714.458.0703
Email: ddemilia@ardurra.com

PROJECT MANAGER

Omar Alameddine
Project & Construction Management
Group Leader
1960 E. Grand Avenue, Suite 300
El Segundo, CA 90245
Telephone: 949.533.3012
Email: oalameddine@ardurra.com

WE ARE THE PERFECT FIT FOR THIS CONTRACT

- ✓ Working with municipalities is what we do
- ✓ Knowledgeable of local codes, regulations, community needs and sensitivities
- ✓ Vast experience with varied project types on numerous on-call contracts
- ✓ Effective resource management
- ✓ Flexible, streamlined process that works
- ✓ Former municipal leaders in-house
- ✓ Heart for client service
- ✓ Seamless extension of staff





- **The capacity to provide the right staff at the right time.** Client service is a core value for us, and we understand the importance of responsiveness. With more than 120 professionals in Southern California, we have the depth of resources and expertise to respond quickly to your needs.
- **Peace of mind through each phase of your projects.** Our professionals have years of experience managing a wide variety of public works projects. Our time-tested, proactive approach serves to anticipate and expeditiously address challenges to keep your projects moving forward. Our proven process eliminates surprises, provides predictability, streamlines delivery, and keeps potential conflicts with the contractor to a minimum.

We believe Ardurra is best qualified to perform the requested services because our experienced team members have a heart for client service, and they merge seamlessly as an extension of our clients' staff. Working with municipalities is what we do, day in and day out, so we know local codes, regulations, community needs and sensitivities, and proposed developments and their potential impacts to City infrastructure. We have helped deliver hundreds of projects through local on-call contracts. All of this experience has taught our team effective resource management, scheduling, trusted subconsultant partnerships, and a process that works. And having former municipal leaders on staff provides insight and perspective on stakeholder concerns and expectations, and offers continual improvements to processes and streamlining reviews to deliver quality products. Our reputation for providing quality services has been confirmed by our ongoing relationships and extended on-call contracts with agencies throughout California. Our local, comprehensive team is ready to support all of your engineering needs.

Dino D'Emilia, PE, F. ASCE, QSD, will serve as our Contractual Manager, and Mark Lewis, PE, TE, will assist Omar for day-to-day management. Both bring more than 30 years of experience. Mark has been with Ardurra for three years after serving as Director of Public Works/City Engineer at the City of Fountain Valley for 20 years.

Ardurra has elected to bolster the team by continuing our partnership with Ninyo & Moore for material testing. Ninyo & Moore provides outstanding geotechnical engineering, material testing, and inspection services for all phases of projects. Ardurra has worked extensively with this exceptional firm. This long-standing alliance enables a streamlined approach and smooth coordination.

With our nearby offices in Newport Beach and El Segundo, and many of our team members being residents of surrounding communities, we are deeply invested in the City's success.

Ardurra is properly licensed and in good standing with the State of California (registration with California Secretary of State – Certificate #073306522; California Department of Industrial Relations Registration # PW-LR-1000392146), and the firm has no conflicts of interest with regard to work performed for the City.

We look forward to serving the City of Placentia on this as-needed contract. Please feel free to contact Omar at 949.533.3012 or oaalameddine@ardurra.com, or Dino at 714.458-0703 or ddemilia@ardurra.com if you have any questions or need additional information.

Respectfully submitted,
Ardurra Group, Inc.

Omar Alameddine
Project & Construction Management Group Leader

Dino D'Emilia, PE, F. ASCE, QSD
California Public Works Practice Director





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*** Cost Proposal is provided in a separate PDF.**





APPENDIX B
SUMMARY SHEET

Firm Name: Ardurra Group, Inc.

Firm Parent or Ownership: Ardurra operates as a portfolio company of Littlejohn & Co. LLC

Firm Address: 3737 Birch Street, Suite 250
Newport Beach, CA 92660

Firm Telephone Number: 949.428.1500

Firm Fax Number: 949.258.5053

Number of years in existence: 46

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Dino D'Emilia, PE, F.ASCE, QSD Title: California Public Works Practice Director

Telephone Number: 714.458.0703 Fax: 949.258.5053

Email: ddemilia@ardurra.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Omar Alameddine Title: Project & Construction Management Group Leader

Telephone Number: 949.533.3012 Fax: 949.258.5053

Email: oalameddine@ardurra.com

Types of services provided by the firm: Public Works/civil planning, design, construction management (CM) and inspection; water/wastewater planning, design, CM and inspection; environmental; land development; emergency management; structural engineering; public outreach; plan review and plan check; code compliance enforcement; traffic engineering; and grant administration.



D. PERSONNEL EXPERIENCE & QUALIFICATIONS

We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. Ardurra has assembled a team knowledgeable and experienced in construction management services of various capital improvement projects. Ardurra's construction management team is experienced in project delivery for various construction projects, such as roadways, bridges, curbs, gutters, sidewalks, parking lots, slurry, landscape/median enhancements, parks, facilities, sewer, and storm drain improvements, as well as WQMPs, SWPPPs, and NPDES documentation. We also help deliver projects as an extension of staff to numerous cities and municipalities throughout Southern California. Our staff members are well-trained in problem solving. We process all issues with a sense of urgency and present our clients with suggested alternatives, cost and schedule affects, and recommended solutions that best suit the interests of the project and the City. The Ardurra team is available and ready to start working immediately on any task defined by the City. Our team members have a track record of delivering successful projects on schedule and within budget. If alternate delivery methods are required, Ardurra has the experienced staff to deliver those type of construction projects. Our project managers are adept at allocating the right resources with the best mix of availability and expertise for the task assigned, and they can draw from our deep bench of experienced professionals to serve a large number of concurrent projects as needed.

- ✓ Below we have provided abbreviated resumes for each of our team members, followed by detailed resumes of our Management Contact and Project

PROJECT MANAGER EXPERIENCE

Ardurra proposes Omar Alameddine as Project Manager and the City's primary point of contact. Omar is Project/Construction Management Group Leader at Ardurra. He brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has 18 years of experience delivering projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has managed and inspected roadway rehabilitation and widening projects; recreational facilities such as soccer fields, public parks, and dog parks; public facilities; and domestic water, sewer, and drainage improvements. Representative projects include:

- Project/Construction Management for Various CIP Projects, City of Anaheim
- As-Needed Engineering, CM and Inspection, Anaheim Public Utilities Department
- On-Call City Engineering/CM/Testing and Inspection Services, City of Cypress
- On-Call City Engineering/Construction Management/Testing and Inspection Services, City of Hawaiian Gardens
- City of Ontario On-Call Construction Management and Inspection
- Burbank On-Call Professional Planning, Transportation Planning, Building & Safety, Parks, and Public Works Consulting Services
- Orangewood Avenue Improvements, City of Anaheim
- Carson Street Master Plan, City of Carson
- Kern and Mono County Bridge Replacements and Repair Project, Caltrans, Tehachapi
- Polliwog Park Lower Playground Replacement Project, Manhattan Beach
- Signal Hill Dog Park, City of Signal Hill
- Firestone Blvd. Regional Corridor Capacity Enhancements, City of South Gate
- Antonio Parkway/Santa Margarita Parkway Rehabilitation, City of Rancho Santa Margarita
- Drake Soccer Field Project, City of Long Beach
- 3rd and Broadway Cycle Track Project, City of Long Beach

PRIMARY CONTACT



Omar Alameddine
Project & Construction
Management Group
Leader

ARDURRA
1960 E. Grand Avenue, Suite 300
El Segundo, CA 90245
Telephone: 949.533.3012
Email: oalameddine@ardurra.com



As Project Manager, Omar is prepared to respond to a variety of requests from the City to execute each task order to meet your diverse needs. Once a task order is received, Omar will review/develop the scope with the task leaders and provide the City with resumes of available staff with the best mix of experience and expertise for the task assigned.

A detailed resume for our Project Manager is provided in Section 2 – Qualifications & Resumes.

SUB-CONSULTANTS

Upon review of the RFP, Ardurra can provide the required services listed in the scope of work in-house and will be supported by Ninyo & Moore for material testing services.

QUALIFICATIONS AND RESUMES

Ardurra maintains a seasoned group of project managers, construction managers, public works inspectors, and project controls/documents control professionals. Having spent most of their careers in Southern California, our team understands local agency requirements and construction standards.

As you will see in the resumes that follow, our team’s experience involves projects similar to those listed in the City’s CIP Program, such as streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, and sports fields.

We are there when you need us! Our team is available and ready to start working immediately on any task defined by the City. Ardurra’s wide range of in-house capabilities enables us to provide the right staff at the right time. Ardurra has a vast pool of resources, and we are committed to providing appropriate staffing for each task order assigned through this contract.

Due to the page limitation, we have included abbreviated resumes for our Project Manager and our key personnel. We would be happy to provide more detailed resumes or resumes for additional team members at the City’s request.





OMAR ALAMEDDINE

Project Manager and Primary Contact

Omar Alameddine brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has managed and inspected roadway rehabilitation and widening projects; recreational facilities such as soccer fields, public parks, and dog parks; public facilities; and domestic water, sewer, and drainage improvements. Clients appreciate Omar's penchant for precision and thorough documentation.

RELEVANT EXPERIENCE

Project/Construction Management for Various CIP Projects, City of Anaheim, CA. Contract administrator/construction manager augmenting the City's Public Works staff to expedite the completion of more than \$90 million in projects, such as the Indiana Street Water Main Replacement Design-Build; Underground Conversion Plan Projects; and Olive Street 16-inch Water Main Replacement and Roadway Restoration Project.

Orangewood Avenue Improvements (from State College Boulevard to the Santa Ana River), City of Anaheim, CA. Contract administrator/construction manager for this \$17-million multifaceted road widening project on Orangewood Avenue from State College Boulevard to the Santa Ana River. This project spans a largely commercial area within proximity to several freeways and highways (SR-57, SR-55, SR-22, and I-5) along the south entrance to Angel Stadium of Anaheim. This widening project consists of electrical undergrounding with telecommunication lines relocation, installation of new City of Anaheim and City of Orange water mainline, traffic signal improvements, and a new variable message board. Widening improvements include, but are not limited to, roadway widening and paving, sidewalks, slough walls, curbs and gutters, retaining/block/sound walls, driveways, cross gutters and spandrels, drainage improvements, catch basins, WQMP BMP improvements, Disney Resort-Style hardscape and landscaping, irrigation improvements, and signing and striping.

Polliwog Park Lower Playground Replacement Project, Manhattan Beach, CA. Construction manager for this \$2-million project that included the removal and replacement of out-of-service play equipment, play surface, fencing; renovation of parking lots and walkways; and new play surfaces and shade structures. *2024 Commendation Award, ACEC California*

Signal Hill Dog Park, City of Signal Hill, CA. Construction manager for the construction of a community dog park with artificial turf, landscaping, a parking lot, and sidewalks. Collaborated with the consultant architect, City's inspector, and public works director for onsite design changes for better drainage, accessibility, and design. Provided public relations support in the field. Participated in progress meetings and ensured safe conditions and compliance with plans and specifications.

Drake Soccer Field Project, City of Long Beach, CA. Construction manager for the \$3.8-million completion of two soccer fields, a basketball court, parkway with trail, parking lot, new lighting, and landscaping. In addition to providing the community with a new recreational area, the project conserved energy and reduced waste by using recycled construction materials, drought-tolerant landscaping, and separating and recycling at least 60 percent of construction debris.

Antonio Parkway/Santa Margarita Parkway Rehabilitation, City of Rancho Santa Margarita, CA. Construction manager for this federally funded rehabilitation of two busy arterials. The project resurfaced a portion of Antonio Parkway and made improvements to Santa Margarita Parkway's eastbound lanes. Ensured compliance with federal, DBE and labor compliance requirements.

Education

BS/2009/Civil Engineering/
California State Polytechnic
University, Pomona

Registrations

EIT/CA #151070

Honors and Awards

Emerging Leader, APWA Southern
California Chapter, 2022

Years of Experience

18 total/8 with firm



OMAR ALAMEDDINE | Ardurra

Firestone Boulevard Regional Corridor Capacity Enhancements, Project No. 476-TRF, City of South Gate, CA. APWA Award Winner. Assistant construction manager/lead inspector for a \$20-million project to improve three segments of Firestone Blvd. Ensured project compliance with plans and specs. Provided fast-track design efforts for newly proposed bus pullouts, median construction, and drainage facilities. Observed utility potholing, traffic control and stormwater practices; maintained personnel and equipment logs; negotiated and reviewed potential change orders; and orchestrated utility coordination. Provided public relations and progress reports. Participated and led progress meetings. Pre-construction duties included documenting existing conditions such as tree wells to be removed.

Indiana Street Water Main Replacement Design-Build, City of Anaheim. Contract administrator/construction manager for one of the City's first design-build projects. This design-build project consisted of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.

Carson Street Master Plan, City of Carson, CA. Interim construction manager for the overhaul of a 1.75-mile stretch of Carson Street, between the I-110 and I-405 Freeways. The project was part of far-reaching renewal efforts under the City's master plan. Upgrades included concrete monuments, resurfaced pavement, reconfigured turn lanes and new traffic signals. The project improved Carson Street's appearance with colorful drought-tolerant landscaping, wider paver-accented sidewalks, new pedestrian lighting, outdoor benches, and bike racks.

3rd and Broadway Cycle Track Project, City of Long Beach. Assistant construction manager for this federally funded project to relocate a protected bicycle lane in busy downtown Long Beach that affected over 150 businesses. Assisted with CCOs, pay estimate, change order settlement and negotiation and closeout.

Strand Stairs Rehabilitation, City of Manhattan Beach, CA. Assistant construction manager/lead inspector for this federally funded project to renew or replace several concrete staircases connecting the Strand, the City's oceanfront walkway on a bluff, to the beach below. Inspected stairway demolition, repair and reconstruction, concrete placement, balustrade, and handrail installation. Processed requests for information, change orders and submittal responses.

On-Call City Engineering/CM/Testing and Inspection Services, City of Cypress, CA. PM/CM group leader for this as-needed contract. Recent assignments include inspection, material testing, and project controls services for the following:

- **Street Rehabilitation, Project 313.** Street rehabilitation improvements include slurry sealing of various streets within the City right-of-way. The scope includes mobilization, surveying, traffic control, edge grind, crack sealing, remove and replace AC paving, removal of existing traffic striping and markers, Type I and II RPMS, replace traffic striping, markers, and other incidental items of work.
- **Oak Knoll South Parking Lot Seal Coat Project 332.** Rehabilitation of the entire parking lot surface, replacement of signs, and other incidental items of work.
- **Concrete Rehabilitation Project 293.** Citywide concrete rehabilitation improvements.

On-Call City Engineering/Construction Management/Testing and Inspection Services, City of Hawaiian Gardens, CA. PM/CM group leader for this on-call contract that has included inspection for residential street rehabilitation and roofing projects:

- **Residential Street Rehabilitation, Project 101.** Project consists of full roadway reconstruction of various streets and includes traffic control, protect in place various items; removal and construction of concrete sidewalk, curb and gutter, driveway approaches, curb ramps, parkway drain; 2" deep cold mill; furnish and place 6" thick CMB, 2" ARHM overlay; adjust manhole and cover to finish grade, adjust water valve can and cover to finish grade; adjust water meter box and cover to finish; provide construction survey; install traffic signal loop detector, traffic striping, signing and marking.
- **C. Robert Lee Roof Replacement, Project 102.** Roof replacement improvements include removal and replacement of the existing roof, air ducts, rain gutters, and all other appurtenances, miscellaneous replacement of structural plywood, electrical disconnections/reconnections, and mechanical disconnections/reconnections.

On-Call Construction Management and Inspection, City of Ontario, CA. PM/CM group leader for the City's annual pavement rehabilitation and slurry seal project as well as permit inspection. Work includes maintaining more than 1,200 lane miles of pavement within the city, rehabilitating existing street pavements, sidewalks, handicap ramps, curb and gutter, and related appurtenances; repairing or constructing storm drain improvements at various locations throughout the City; and providing engineering contract management and field services support for all construction work within the public right-of-way.





DINO D'EMILIA, PE, F.ASCE, QSD
California Public Works Practice Director

Education: BS/1991/Civil Engineering/Northeastern University, Boston
Registrations: 1996/PE/CA #C55453
Certifications: Fellow, American Society of Civil Engineers; Qualified SWPPP Developer
Years of Experience: 32 total/13 with firm

Ardurra's California Public Works Practice Director, Dino D'Emilia, PE, F.ASCE, QSD, has delivered public works infrastructure projects valued at more than \$1 billion for public agency clients. His abilities as a project and construction manager are highlighted with the City of Long Beach's \$103.1M Belmont Pool Rebuild and Revitalization, and the City of Torrance's \$21M Transit Center Project and \$15M Del Amo Boulevard Extension. He has played critical roles on infrastructure projects to build, renew and upgrade freeways, city streets, transit centers, pedestrian paths, light rail, water mains, sewers, storm drains, greenbelts, soccer fields, and recreation centers.

In keeping with his passion for building infrastructure, Dino actively participates in local chapters of the American Public Works Association, the American Society of Civil Engineers and Construction Management Association of America. He supports the growth and development of emerging engineers as a mentor to colleagues, provides construction management best practices training to agency public works staff, and serves as a guest lecturer on construction management at the University of Southern California, Loyola Marymount University and California State University, Long Beach.

RELEVANT EXPERIENCE

- Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley
- Mary K. Giordano Regional Transit Center, City of Torrance
- Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach
- Carson Street Master Plan, City of Carson
- Alamitos Beach Concession Building, City of Long Beach
- Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach
- Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, City of Torrance
- Mission Road Rehabilitation, City of Alhambra
- Seaside Way Pedestrian Bridge, City of Long Beach
- Oso Creek Multi-Use Trail, City of Laguna Niguel



MARK LEWIS, PE, TE
Municipal Services Project Director

Education: BS/1986/Civil Engineering/CSU Long Beach
Registrations: 1992/PE/Civil/CA #C49335; 1992/TE/Traffic/CA #TR1637; 2001/PE/Traffic Operations Engineer/CA #661
Honors: 2019 APWA Southern California Top Leader Public Sector
Years of Experience: 38 total/3 with firm

Mark Lewis, PE, TE, is Municipal Services Project Director at Ardurra. He is a proven leader with 38 years of engineering experience. Having begun his ambitious career with the City of Fountain Valley including 13 years as director of public works/city engineer, Mark brings a perspective from a public agency professional, which has led to improved solutions, cost-effectiveness, and more robust protections against change orders and claims. He provides insight and guidance to a number of cities and water districts where he has provided onsite program and project management; staff assistance; organizational review; mentoring; capital project development; preparation of capital project bid packages; guidance on water and wastewater collection systems and design strategies to maximize cost efficiency and minimize ongoing maintenance; creative project funding strategies; review and strategy for development of municipal buildings; preparation of multi-year CIPs; landscape concept strategies; and preparation of traffic control, striping, and detour plans.

Mark's additional and notable accomplishments include chairing OCTA's Technical Advisory Committee and Technical Steering Committee on four separate occasions. He participated in drafting language for OCTA Measure M2 and met with government and business leaders throughout its development and ultimate passage. Mark has also been the chair of the Laguna Beach Water Commission, president of the OC City Engineers Association and president of OC Traffic Engineering Council. Mark is a leading mind in regional arenas of transportation, water works and civil services throughout Orange County.

RELEVANT EXPERIENCE

- Project/Utilities Management, City of Huntington Beach
- PM CIP, Brea, Lakewood, Laguna Hills Signal Hill
- PM, Funding, and Traffic Engineering, City of Lake Forest
- PM/Constructability Review, City of Seal Beach
- Project Management/Oversight Assistance, New HQ Building, East Orange County Water District, Orange
- Randall Avenue Street Improvements, City of Rialto
- Dir. of Public Works/City Engineer, City of Fountain Valley*

* Work performed prior to joining Ardurra





LEA REIS, PE, QSD/P
Project/Construction Manager

Education: MS/2005/Business Administration/New York Institute of Technology; BS/1989/Aerospace Engineering/ University of Southern California, Los Angeles

Registrations: 2016/PE/Civil/CA #85395

Certifications: California Certified QSD/QSP

Years of Experience: 24 total/1 month with firm

Lea Reis, PE, QSD/P, is a registered civil engineer with more than 20 years of experience in the public and private sector, managing public and private projects for various cities throughout Southern California. Lea's career has given her valuable insight into the successful delivery of projects, from design through construction. Projects include disciplines such as roadway rehabilitation and traffic signals, water, sewer, and storm drain systems, buildings and facilities, and community parks. She is well-versed in ADA improvements and compliance, Caltrans and Greenbook standards and specifications, and constructability valuation. Lea's experience as Public Works Director for the City of Lawndale has given her valuable knowledge in city street maintenance and operations, engineering policies, and procedures to deliver successful projects on schedule and within budget.

RELEVANT EXPERIENCE

- Public Works Director/Civil Engineer, City of Lawndale*
- FY 21/22 Street Rehabilitation, City of Lawndale*
- Brookhurst Street Improvement from I-5 to SR-91, City of Anaheim*
- Naranjo Park Beautification Project, City of Woodlake*
- Capital Improvement Projects, City of Compton*
- ADA Annual Sidewalk & Ramp Construction Programs, City of Long Beach*
- Various CM Projects, City of Redondo Beach*
- Jackie Robinson Community Center, City of Pasadena*
- North La Brea Avenue Street Improvement Project, City of Inglewood*
- Glenoaks Blvd. Street Resurfacing & Highway Improvement Project, City of San Fernando*
- North Atlantic Blvd. Traffic Signal Synchronization Project, City of Monterey Park*
- Whaley Park Concession Stand Installation, Long Beach*
- Malibu Canyon Road and Pacific Coast Highway Traffic Signal Upgrade, Malibu Canyon*
- Eastview Dog Park Design, City of Rancho Palos Verdes*

* Work performed prior to joining Ardurra



BRADLEY WALDROP, PE
Transportation Services Group Leader

Education: BS/1999/Civil Engineering, CSU Sacramento

Registrations: 1999/PE/Civil/CA #C59724

Honors: Theodore D. Judah Transportation Engineer Award, ASCE Sacramento, 2023

Years of Experience: 33 total/2 with firm

Bradley Waldrop, PE, has a 33-year-long distinguished career of technical and operational excellence serving the civil engineering, construction management and public works industries. Bradley started his career in the development of new design and construction technologies to retrofit California's at-risk bridges after the Loma Prieta Earthquake. As his technical expertise expanded, he provided design leadership in long-span and signature structures such as the Interstate-40 Mississippi River Bridge, the North Viaduct of the Golden Gate Bridge, and the Benicia-Martinez Bridge. Bradley was part of a three-member team to invent a unique eccentrically braced frame system for steel buildings, now called Tru-Frame®. Today, Bradley focuses on delivering clever solutions to local public agencies biggest civil engineering challenges as he continues to deliver award-winning projects.

RELEVANT EXPERIENCE

- Wardlow Road Rehabilitation, City of Long Beach
- Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot, City of Newport Beach
- Bridge and Structures Constructability On-Call Services, County of Riverside
- Roseville Parkway Bridge over False Ravine, City of Roseville
- Secret Ravine Parkway Bridge over False Ravine, City of Roseville
- Club Center Drive Bridge over East Drain Canal, City of Sacramento
- On-Call Engineering Consultant Services for Various Public Works Projects, County of San Benito
- Traffic Signal Safety Project, Sacramento
- Highway 111 Beautification, City of Indian Wells
- East Bidwell/US50 Interchange, Rancho Cordova
- The Ranch Plan Planned Community, Plan Check Services, County of Orange
- Carbon Canyon Booster Pump Stations No. 2 & 3, City of Brea
- Lower Los Angeles River Channel Restoration and Access Project, Paramount





JOHN WOLITARSKY, CCM
Senior Project/Construction Manager

Education: BS/1986/Business Administration/USC Los Angeles
Certifications: Certified Construction Manager (CCM)/Construction Management Association of America #10457
Years of Experience: 37 total/7 with firm

John Wolitarsky, CCM, has delivered critical public facility, recreation, aquatics, roadway, water and utility improvement projects for many Southern California cities and regional agencies. He has managed high-profile arterial roadway improvements, such as the City of Fountain Valley's \$3.2M Edinger Avenue-Harbor Boulevard rehabilitation. John's equally extensive water project background includes the renewal and replacement of domestic water and sewer lines and reservoirs. For the City of South Pasadena, John directed the \$20M Garfield Reservoir replacement. His public facility improvement work also includes recreation complexes, fire stations, fountains and parks and aquatic centers, such as the \$22M City of Bell Gardens Ford Park Aquatic Center.

RELEVANT EXPERIENCE

- Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project, City of Cypress
- Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley
- Sanitary Sewer Facilities Rehab, City of Redondo Beach
- 15th Street Bike Boulevard of Parks, City of Long Beach
- Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach
- Mary K. Giordano Regional Transit Center, City of Torrance
- Burton Way Median Green and Water Efficient Landscape Project, City of Beverly Hills
- Laguna Channel Improvement Project, City of Laguna Beach
- Residential Roadway Rehabilitation Project, No. GT229, City of Fountain Valley
- Carson Street Master Plan Implementation, City of Carson
- Hermosa Avenue Pavement Resurfacing Project, City of Hermosa Beach
- Euclid Street Rehabilitation and Resurfacing, City of Fountain Valley
- Edinger Avenue and Harbor Boulevard Rehabilitation and Resurfacing, City of Fountain Valley
- Whitewater Preserve Flood Control Project, Wildlands Conservancy, Oak Glen



GAFUR OYEWO
Inspection Services Mgr/Sr. Construction Mgr

Education: MS/2020/Asset Integrity Management/Robert Gordon University, Aberdeen, Scotland; BEng/2011/Naval Architecture/State University of New York, Maritime College
Certifications: OSHA 10-Hour Construction & Safety; OSHA 30-Hour Construction & Safety
Years of Experience: 14 total/3 with firm

Gafur Oyewo brings 14 years of project and construction management experience, with proficiency in large-scale public works project administrative/management processes such as critical path management (CPM), project scope management, payment/requisition processing, and safety management. He has extensive knowledge in commercial and residential property rehabilitation and restoration as well as floating and fixed marine asset dry-docking and repair. His experience spans projects involving a diverse range of installations, which include landscaping, roofing, asbestos abatement, masonry, steel structure erection, concrete, electrical, plumbing, and interior renovation.

RELEVANT EXPERIENCE

- Orangewood Avenue Improvements (from State College Boulevard to the Santa Ana River), City of Anaheim
- Ocean Place Construction Management and Inspection, City of Seal Beach
- Mary K. Giordano Regional Transit Center, City of Torrance
- Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach
- Alamitos Beach Concession Building, City of Long Beach
- Telecommunication Poles Coordination and Inspection, City of Anaheim
- Palos Verdes Estates Guardrail Replacement Project, City of Palo Verdes
- CM and Inspection Services for the Equipping of Well Commission 22A (O-0746), Long Beach Water Department
- Knott Avenue Water Main Replacement – Phase 1 Design-Build, City of Anaheim
- Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach
- Borough of Manhattan Community College Entrance Plaza Rehabilitation, Dormitory Authority of the State of New York*
- Shirley A. Chisholm State Office Building Restoration Project, New York State Office of General Supply, NY*

* Work performed prior to joining Ardurra





DON WREN, JR.
Senior Public Works Inspector

Education: College Coursework

Certifications: Water Distribution D-1 Certification; Competent Person Training; SWPPP, BMPs Training; Water Treatment Inspection Training; Inspection Training

Years of Experience: 32 total/10 with firm

Don Wren, Jr. has inspected and overseen the construction of capital improvements for more than 30 years. Don brings a comprehensive background in directing and ensuring the quality of projects involving road and water infrastructure. He has worked with the Cities of Irvine, Fontana, Rancho Cucamonga and Chino as well as regional agencies such as the County of Imperial and Cucamonga Valley Water District. He also brings substantial expertise in materials testing.

RELEVANT EXPERIENCE

- On-Call Citywide Public Works Inspection, City of Irvine
- Orange County Great Park South Lawn Pump Station, City of Irvine
- CDC Fire Station No. 20, City of Irvine
- Jamboree Road-I-5 Widening and Interchange Improvements, City of Irvine
- 2017-22 Street Pavement Maintenance Rehabilitation Project, City of Corona
- State College Boulevard and La Palma Intersection Widening Improvements, City of Anaheim
- Laguna Canyon Channel Facility 102 Inspection and Erosion Protection Animal Shelter Inspection, City of Laguna Beach
- Cherry Avenue Widening, City of Fontana*
- Street Widening and Infrastructure Improvements, City of Fontana*
- Riverside Drive Improvements, City of Chino*
- SR-210/SR-30 Conversion and Expansion Project, Cucamonga County Water District*
- Storm Drain, Water and Sewer Maintenance, City of Corona*
- Promenade Park, City of Corona*
- Heritage Community Park, City of Fontana*
- Alicia Parkway from Mission Viejo City Limits to Santa Margarita Parkway South-Bound Lanes, City of Rancho Santa Margarita*

*Prior to joining Ardurra



ERIC EGURROLA
Senior Public Works Inspector

Education: AS/Water Utility Science/Rancho Santiago College

Registrations: State of California Water Treatment Operator T2, #18635; State of California Water Distribution Operator D3, #8151

Certifications: NUCA Trenching and Excavations; 8-Hour Safety, Competent Person Training; Fall Protection 8-Hour, Competent Person Training; NUCA Confined Space Entry Training; Traffic Control Technician Training

Years of Experience: 26 total/7 with firm

Eric Egurrola is a senior construction inspector with 26 years of experience on public works projects. For more than a decade, Eric served as a staff construction inspector with the City of Fullerton. Eric has also inspected public works construction for the Cities of Irvine, Anaheim, Newport Beach, Palos Verdes, Manhattan Beach, Rancho Cucamonga, Brea, Ontario, and South Gate. Eric brings significant water infrastructure construction and rehabilitation project experience. His inspections have involved water and sewer lines, storm drains, pump stations, reservoirs, and wells.

Equally strong is Eric's project background in the inspection of road widening and extensions, pavement rehabilitation, and the removal and replacement of curbs and gutters, and sidewalk. He is proficient in the Caltrans LAPM and WATCH manual. Eric has also inspected projects involving public buildings, residential developments, schools, and landfills. To all projects, Eric brings meticulous attention to detail and the ability to communicate clearly and courteously with all project stakeholders, including residents and business owners impacted by construction.

RELEVANT EXPERIENCE

- On-Call Citywide Public Works Inspection, City of Irvine
- ADA Facility Improvements, Operations Support Facility-Building 1, City of Irvine
- Annual Street Rehabilitation and Slurry Seal, City of Irvine*
- Lakeview Senior Center Rehabilitation, City of Irvine*
- Harvard Avenue Roadway and Streetscape Rehabilitation, City of Irvine*
- On-Call Inspection Services Contract, Irvine Ranch Water District, Orange County
- Annual Concrete Rehab, CIP No. 199, City of Cypress
- Francis Street Storm Drain Project, Ontario
- Superior Avenue Pedestrian/Bicycle Bridge & Parking Lot, City of Newport Beach

* Work performed prior to joining Ardurra



E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

CAPITAL IMPROVEMENT PROJECTS PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT

City of Anaheim

Contact: Jake Hester, Water Engineering and Design Manager; 714.765.4421; jhester@anaheim.net; and Brenda Medina, former Anaheim Construction Contract Administrator (currently with UC Irvine); 714.679.1231; brenda.medina@uci.edu

Dates: 03/2017 – ongoing **Project Value:** \$90 million

Ardurra provides PM/CM services to oversee completion of more than \$90 million in capital improvement projects involving telecommunications, structural, water/wastewater, and utility undergrounding. Challenges have included existing utility conflicts and the coordination with outside utility companies for their existing utilities as they relate to the project. Our proactive approach, constant communication including several meetings prior to construction help facilitate and expedite permit reviews and approvals, as well as schedule of work coordination. Some representative projects include:

- **Orangewood Avenue Improvements.** Contract administration and construction management for this multi-faceted road widening project on Orangewood Avenue from State College Boulevard to the Santa Ana River. This project spans a largely commercial area within proximity to several freeways and highways along the south entrance to Angel Stadium of Anaheim. This widening project consists of electrical undergrounding with telecommunication lines relocation, installation of new City of Anaheim and City of Orange water mainline, traffic signal improvements, and a new variable message board. Widening improvements include roadway widening and paving, sidewalks, slough walls, curbs and gutters, retaining/block/soundwalls, driveways, cross gutters and spandrels, drainage improvements, catch basins, WQMP BMP improvements, Disney Resort-Style hardscape and landscaping, irrigation improvements, and signing and striping.
- **Underground Conversion Plan Projects.** Contract administration for three projects that are part of a City five-year program. The initiative is relocating overhead power and communications systems underground. The work is intended to improve aesthetics, replace antiquated equipment and enhance the reliability of the area's electrical system. Typical work includes undergrounding 69kV transmission and 12kV distribution systems, installing streetlights and service connections and demolishing overhead power, telephone and cable television lines.
- **Fire Station No. 5.** Contract administration and construction management for the \$5.4-million design-build construction of a 9,400-square-foot fire station on one acre. The station can house up to eight firefighters. Station design included parking, driveways, sidewalks, walls, fences, landscaping, water, sewer gas, telephone/cable and electrical utilities, transmissions lines and facilities. **Winner of 2018 BEST Award from the Southern California chapter of APWA.**
- **Citywide Sanitary Sewer Improvement Program/Projects, Group 6.** Contract administration and construction management for \$2-million project to build more than 4,200 linear feet of 24-inch, 18-inch, 15-inch and 10-inch vitrified clay pipe (VCP) sewer mainline. Project constructed 19 manholes, removing the existing mainline and manholes, rebuilding the street and installing new traffic loops, striping and pavement markers.



- **La Palma Water Complex – Reservoir Rehabilitation and Pump Station Replacement.** Contract administration for \$9.3-million reservoir and pump station project. Managed demolition of 3-MG reservoir and pump station. Directed rehabilitation of 4-MG reservoir, construction of new pump station, and abandonment of inactive well.
- **Indiana Street Water Main Replacement.** Contract administration and construction management for one of the City’s first design-build projects, which consisted of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.
- **Rehabilitation of Pressure Regulating Stations (PRS) 30 and 31 and Relocation of PRS-32 and -43 and Construction of New PRS-73.** Contract administration and CM services for completion of various on-call water utilities projects for the Water Utilities Engineering group. The work consists of contract administration and construction management services for PRS 30, 31, 32, 43, and 73 project, and construction management services overseeing the closeout of the PR-58, M-2 and M-8 projects.

ON-CALL PUBLIC WORKS CONSTRUCTION MANAGEMENT AND INSPECTION

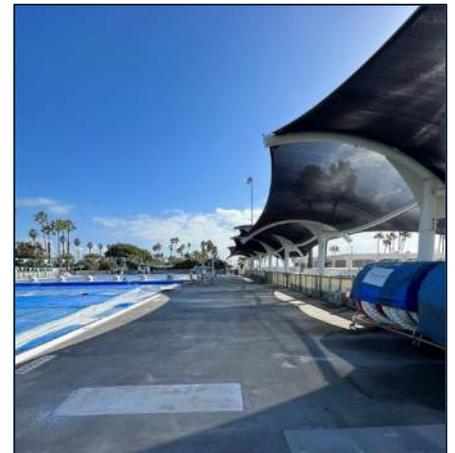
City of Long Beach

Contact: Eric O. Lopez, Public Works Director; 562.570.5690; Eric.Lopez@longbeach.gov

Dates: 08/2016 – ongoing **Project Value:** \$30 million

Ardurra is providing the City with on-call construction management and inspection services geared toward a wide range of public works projects, from street rehabilitation to storm drains. The bench of professionals assigned to this contract includes project managers, construction managers and construction inspectors, as well as deputy inspectors for work related to buildings and other types of structures. Example projects include:

- **Belmont Myrtha Pool Repairs, Phase 1 & 2.** CM services to oversee \$2.6M construction activities for the maintenance and repairs required to address deteriorated pool amenities and to ensure continued operation. Improvements for both phases include spalled and cracked deck concrete; exposed deck reinforcing steel; spalled and cracked concrete stair treads; corroded stair steel pans; corroded stair steel structural support; upgraded drainage system; removal and replacement of existing bleachers; removal and replacement of damaged concrete deck; and removal and replacement of existing corroded fencing.
- **Daisy-Myrtle Bicycle Boulevard.** Ardurra managed construction of this 9.5-mile, north-south bikeway extending from downtown Long Beach to north Long Beach. This project, part of the City’s Bicycle Master Plan, creates a safer way for cyclists to reach the Wrigley, Los Cerritos and Bixby Knolls neighborhoods. The Class 1 bike path bikeway runs along Daisy Avenue to the south and Myrtle Avenue to the north. ***ACEC California recognized this project with a 2019 Engineering Excellence Award.***



- **6th Street Bicycle Boulevard.** Ardurra provided project and construction management for creation of an east-west bicycle boulevard along 6th Street. The 2.5-mile route extends from Junipero Avenue on the east to Bellflower Boulevard on the west. The project installed a Class 1 bike path, traffic circles, a roundabout with curb extensions and bioswales to control drainage and a bump-out and curb extensions. The project also added bike loop detection to an existing traffic signal, signage and fresh pavement markings.
- **Heartwell Park Central Irrigation Renovation.** Ardurra is providing pre-construction services and reviewing plans and specifications for construction, supporting and collaborating with the Construction Management Division and other as-needed duties may include completing assignments from the Construction Services Officer.

REDONDO BEACH SOUTH BAY REGIONAL INTERMODAL TRANSIT CENTER PROJECT

City of Redondo Beach

Contact: Andrew Winje, City Engineer; 310.697.4661; Andrew.Winje@redondo.org

Dates: 06/2020 – 01/2023 **Project Value:** \$13,225,000

Ardurra provided CM and inspection along with other professional services required to undertake and successfully manage construction of this modern multimodal transportation facility located adjacent to the Galleria, south of Target along Kingsdale Avenue in the city of Redondo Beach. The facility is a huge upgrade for the community from the antiquated transit center that was in operation for nearly 30 years. This functional and aesthetically pleasing transit center improves regional mobility, linking Beach Cities Transit with other regional transit providers such as Los Angeles Metro, Torrance Transit, Trans, and Lawndale Transit, along with pedestrian and bicycle access to



these services. By providing alternate transportation opportunities, this facility supports statewide goals of reducing single-occupancy vehicles and greenhouse gas emissions. The 2,900-square-foot building is certified LEED Silver and involved the installation of all required controls and accessories for a fully functioning Title 24-compliant lighting control system and surveillance network. The facility also has a storm drain capture system that can retain tens of thousands of gallons of stormwater.

Amenities and services to transit passengers include 11 bus bays in the transit terminal area, a ticketing vending machine, signalized crosswalks, passenger waiting area with restrooms, parking lot with 320 spaces, short-term parking area for 13 vehicles, 12 bicycle storage lockers, and security

cameras. For staff, the facility provides operator layover amenities, offices, and private restrooms.

This project received the following awards:

- 2024 Merit Award, ACEC California
- 2023 Project Achievement Award for Transportation: Roads and Highways in the range of \$10M - \$50M, Construction Management Association of America (CMAA) Southern California Chapter
- 2023 BEST Project of the Year (Facilities Category), American Public Works Association (APWA) Southern California Chapter



F. UNDERSTANDING AND APPROACH

PROJECT/CONSTRUCTION MANAGEMENT CAPABILITIES

Numerous municipalities and agencies throughout the region have entrusted Ardurra with their PM, CM, and inspection needs. Our team has experience with a wide range of projects, including roadway reconstruction, streetscape revitalization, pavement rehabilitation, sidewalk and ADA pedestrian ramp installation, drainage improvements, parks, playgrounds, shade structures, sports fields, decorative concrete sidewalks, landscaping, irrigation, traffic signals, street lighting, water feature construction, water and sewer treatment and pumping facilities, storage, and pipeline installation/rehabilitation, as well as managing multi-project capital improvement programs. In addition to the types of projects mentioned above, we also provide vertical construction management and inspection on projects such as fire stations, police precincts, recreation centers, and libraries. We deploy time-tested procedures and best management practices for the most vital project elements:

- Safety
- Public outreach
- Schedule
- Measurement and payment
- Change management
- Claims avoidance
- Budget and cash flow
- Utility coordination
- Documentation protocol and communication
- Quality assurance
- Labor compliance
- Project commissioning, acceptance, and closeout

Not only is Ardurra successful at delivering PM and CM services, but our professionals are considered leaders in the industry. They are frequently engaged to train public agency staffs and develop or improve standardized public agency department systems, procedures, and processes that incorporate industry best practices across capital project and development permit delivery. We have expert in-house resources including former Public Works Directors and City Engineers who offer valuable insight from a municipality's perspective and are continuing to improve the efficiency and effectiveness of the municipal engineering process.

Our staff members maintain current registrations/certifications in their respective specialties, including registered professional engineers and Qualified SWPPP Practitioners (QSP) and/or Qualified SWPPP Developers (QSD). Our team is well-versed in CPM scheduling, construction means and methods, web-based documentation, WATCH requirements, Caltrans Local Assistance Procedures Manual, Greenbook General Specifications, and water pollution control regulations. Ardurra can assist through every phase of the project, from design to pre-bid through construction to closeout.

Our team has worked on numerous federally funded projects over the years and has well-established and proven templates that have been used as examples by Caltrans. We have an excellent track record for delivering exception free federally funded project oversight reviews and federal audits.

We also have in-house a comprehensive bench of inspectors that bring experience in all aspects of public works inspection. Our inspection team averages 25 years of experience and are competent, knowledgeable and will conform to California Building Standards Code/Title 24, City of Irvine codes and ordinances, federal grant requirements, Caltrans LAPM, Greenbook, APWA standards, and, where appropriate, LEED, DSA, and OSHPD standards.

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.



Detailed examples of our project experience similar to this scope of work are provided in Section 3 – Referenced Projects. Below is a partial list of recent on-call PM/CM services contracts with local municipalities:

- Anaheim On-Call Engineering & Design Services for Public Works Projects
- Anaheim PM/CM for Various CIP Projects
- Anaheim Public Utilities Department As-Needed Engineering, CM & Inspection
- Brea As-Needed PM, Engineering Design & Plan Check
- Brea Construction Management & Inspection Services
- Burbank On-Call Professional Planning, Transportation Planning, Building & Safety, Parks, and Public Works Consulting Services
- Coachella Valley Water District On-Call PM Support
- County of Los Angeles Building & Safety Inspection and Permit Technician Services
- County of San Diego Building Inspection Services
- County of San Diego Field Inspections/Special Inspections
- Cypress On-Call City Engineering/CM/Testing & Inspection
- Elsinore Valley Municipal Water District Near Term Water Supply & CIP Program Management
- Fullerton On-Call Professional Engineering Services/Staff Augmentation
- Hawaiian Gardens On-Call City Engineering/CM/Testing & Inspection Services
- Huntington Beach On-Call Civil Engineering, Surveying & Professional Consulting Services
- Irvine On-Call Inspection Services
- Laguna Beach Project Management
- Laguna Hills On-Call Municipal Engineering/PM
- Lake Forest On-Call Municipal Engineering/Staff Augmentation & Inspection
- Lakewood City Engineering Services & On-Call PM/CM
- Long Beach Citywide CIP Project Management
- Long Beach On-Call CM & Inspection Services
- Long Beach Water Dept. Engineering Services for CIP Program/Project Management
- Manhattan Beach On-Call PM Services for Various Projects
- Oceanside As-Needed Project Management Services
- Ontario On-Call Construction Management & Inspection
- Orange County Project Management
- Placentia On-Call Civil Engineering Services
- Santa Ana On-Call CM & Inspection Services
- Seal Beach Municipal Engineering & Staff Augmentation
- Seal Beach PM & Constructability Review for Various Sewer Projects
- Signal Hill On-Call City Engineering/Plan Check

GENERAL APPROACH

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

The Ardurra approach to project/construction management and inspection is designed to safely deliver a high quality project on time and within budget, while monitoring and enforcing compliance with requisite codes, standards, permits, plans, and specifications. The firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project, maintaining continual and transparent communication.

The Ardurra team fosters productive collaboration and cooperation among all stakeholders, from the contractor to local businesses to residents. Potential challenges are proactively identified and addressed before they become significant budget issues and schedule delays.

By utilizing Ardurra, clients are kept informed on a real-time basis and know that Ardurra's guiding principle is to always act in its client's best interest.



G. SCOPE OF WORK

Ardurra accepts the scope of services as presented in the City's request for qualifications to include but not be limited to contract administration, resident engineer, project management, construction inspection, and construction site manager. Ardurra will be utilizing in-house staff to complete the assignments to meet City needs and incorporate the services of Ninyo & Moore for as-needed material testing. As detailed below, we have outlined Ardurra's approach to the scope of work for construction management services. The Ardurra team fosters productive collaboration and cooperation, from stakeholders, to the City and public utilities, to the contractor, and to local businesses and residents. Our firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project.

Contract Administration Ardurra specializes in contract administration services and have provided and continue to support these services to the Cities, such as Anaheim and Santa Ana. The scope of services includes monitoring and administering public works capital improvement projects to confirm compliance with project contract documents, budgets and schedule. Review and approve contractor pay applications, review and approve change orders, and refute and settle project claims in the best interest of the City. Ardurra is well-versed and experienced supporting projects using either traditional design-bid-build or design-build delivery methods.

Resident Engineer Ardurra specializes in resident engineer support services and also presently supports resident engineer services to the several Southern California Agencies. The scope of services includes but is not limited to reviewing and approving schedules and submittals, reviewing RFIs, drafting letters, reviewing change order requests and performing independent change order estimates, monitoring construction progress, pay applications, preparing and conducting progress meetings, and analyzing claims.

Critical Issues Ardurra specializes in providing construction management and inspection services to public agencies. Recognition and implementation of key, time-tested solutions on the following typical issues is imperative to the successful completion of public capital improvement projects.

Safety First and foremost, Ardurra always considers safety the most important issue on any construction project. Ardurra managers and inspectors are at a minimum 10-hour OSHA-certified. Our team will recommend key safety provisions to require the contractor to have competent safety personnel and site-specific safety programs employed on the project at all times and will monitor the contractor's operations for compliance with the project safety requirements and requisite provisions of state and federal law.

Protocol and Communication Timely and concise communications are essential to the successful completion of any construction project. Protocol will be determined as appropriate for each project and maintained for the project duration.  The Ardurra PM/CM team is experienced with serving as the primary project contact, acting as the hub of communication with timely distribution of requisite correspondence and documentation to all respective stakeholders as applicable. In addition to time-tested and efficient construction administration and project controls procedures, documents, and programs, Ardurra offers the web-based collaboration of Procore or CIPO. Both software are widely used cloud-based construction software that maximize the efficiency of managing construction projects while connecting project participants to critical project documents and real-time project data.

Quality Assurance/Quality Control Management Process Ardurra's construction management quality assurance and quality control process start with standardization of successful procedures. All projects utilize Ardurra's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system.

Constructability Review of Bid Documents Constructability reviews will be conducted as requested by the City. A punch list of comments and recommendations will be submitted to the City for consideration and implementation with the project designer.

Bid Analysis Diligent and time-tested procedures for review and evaluation of bids will be utilized as the basis Ardurra's recommendation to the City of the contractor to be selected. The following items will be researched, reviewed, and analyzed.

Documents Tracking and Control Complete and current project files shall be kept at the job site, or at a location agreeable to the City and shall always be available to the City.



Weekly Statement of Working Days The Ardurra construction manager will prepare a weekly statement of working days (WSWD), in conformance with LAPM Exhibit 16A, Form CEM-2701, documenting the construction progress, time of completion, delays and time extensions, and submit to the Contractor and the City on a weekly basis.

Documentation Interpretation and Technical Assistance Ardurra will perform the coordination between the contractor, design team and City staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize cost and time impacts to the project.

Written Instruction Ardurra will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.

Preconstruction Conference Ardurra will coordinate and conduct the pre-construction meeting including notification to the Contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. The pre-construction meeting will be coordinated and conducted in accordance with Chapter 16 of the LAPM.

Construction Progress/Coordination Meetings and Periodic Project Team/Stakeholder Meetings Stakeholders will focus on the following items.

Progress during the period	Anticipated or pending change orders	Progress and major decisions during the last week
Major decisions made	Impacts of problems or change orders on schedule and budget	Update of unresolved items from previous meetings
Planned vs. actual schedule	Discussion of new goals	Status of submittals and change orders
Upcoming work schedule	Planned vs. actual budget analysis	Special meetings to discuss important/urgent issues or which require detailed discussion or review of plans and specifications.
Current/unresolved problems	Contractor’s detailed four-week look-ahead schedule	Status of submittals and change orders

Field Public Outreach The Ardurra team is empathetic to the motorists, pedestrians, cyclists, residents, and businesses that are affected by construction operations, and we will take a lead role to address public relations concerns. All inquiries and issues will be listened to and documented with accurate contact information for prompt follow-up. We are adept at mitigating impacts throughout the construction process and addressing issues expeditiously for resolution in the field whenever feasible. Any issues that cannot be immediately addressed in the field will be communicated through appropriate protocols with recommendations for the most efficient resolution. Ardurra will expedite implementation of the solution that serves the project’s best interests, as mutually determined with the City, contractor, and affected parties. We take a proactive approach to reach out to the public, resulting in the successful completion of public works improvement projects in close proximity to adjacent property owners. Strict adherence to allowable working hours, and noise and dust control requirements will be imperative to minimize impacts. Feasible mitigations and PR measures to issues identified will be implemented immediately to minimize impacts to the surrounding public uses. Ardurra’s **Community and Public Relations** group can provide the City with added support for larger and more political outreach programs.

Daily Construction Observation Reports Ardurra will compile daily observation reports documenting the Contractor’s workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the Contractor. The daily reports will follow Exhibit 16-C of the LAPM and will also be utilized for spot-checking the Contractor’s Labor Compliance in accordance with Section 16.7.

Storm Water Pollution Prevention/Erosion Control Ardurra will enforce all provisions of the Storm Water Pollution Prevention Plan (if ultimately required) and/or other requisite requirements set forth in the specifications. Upon a weather report of expecting rain, a site walk will be conducted to verify that best management practices are in place and well maintained.



Traffic Controls Ardurra will oversee proper implementation of the traffic control plans by the Contractor and require corrections and diligent maintenance when required.

Photographs Photos shall be taken before construction begins, during construction, and upon completion of the project. Photo files will be maintained electronically, utilized to support project activities and documentation throughout the project, and provided to the City at the end of the project.

Submittal Processing The CM will track all correspondence and submittals on this project. Ardurra will receive all contractor submittals and review them for completeness and general conformance with the contract documents.

Materials Control The CM Team will establish a material receiving process on site such that all materials deliveries are accompanied by proper delivery documentation satisfactory to confirm all products comply with the plans and specifications, approved submittals and bear the requisite certificate of compliance for source, product type and Buy America, as applicable.

Solutions Our proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem-solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions.

RFIs Upon receipt, the CM will log, distribute, and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. If the design engineer or any member of the City staff is required to answer questions, the CM or Inspector will coordinate a timely resolution.

Change Orders Each issue, which is identified as a potential change to the design, scope, cost, or contract time, will generate change notice. The CM will determine whether a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor.

Force Account Daily Extra Work Reports Ardurra will verify and sign the contractor's daily extra work reports documenting force account (time and materials) work. Ardurra will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports.

Claims Avoidance Ardurra will assist the City with claims filed by the Contractor in accordance with the guidelines set forth by the LAPM Section 16.15, the general specifications, and the standard specifications. Ardurra is well-versed at negotiating and resolving claims amicably between contractors and public agencies.

Schedule Review Ardurra's CM will review the baseline construction schedule including activity sequences and duration, schedule of submittals, and schedule of delivery for products with long lead-times.

Schedule Control During the progress of construction, the Ardurra CM will compare the contractor's schedule updates to the baseline schedule and any approved time extensions, note any shortcomings, and monitor and track corrections by the Contractor to keep the project schedule on track. If necessary, Ardurra will negotiate time extensions due to change orders or other delays.

Inspection Services Inspection services will include but are not limited to the following tasks and will be performed on a daily basis: review and familiarization with contract documents, participate in pre-construction meetings, other meetings, and conferences, as required, be present always, including weekends when construction is in progress, review and in conjunction with the City's project manager, enforce the contractor's proposed construction schedule, monitor and document the contractor's compliance with plans, specifications, and referenced standards, assist in the review of "submittals" required by the specifications, assist with coordination between City's project manager, contractor, and any other entities that may be involved, review contractor performance, and expedite corrective measures for discrepancies as they occur, provide assistance and direction to technicians performing material tests.

Progress Payment Processing A cost control system, based on the approved schedule of values, approved change orders, and the contract amount, shall be developed and implemented to monitor progress costs.

Cashflow Management (Preliminary Notices, Releases and Stop Notices) Ardurra recognizes that the diligent monitoring and tracking of preliminary notices, conditional and unconditional releases is an important component of public construction management,



enables the team to stay abreast of the construction contract cash flow and provides for excellent documentation of prompt payment as required by agency funding.

Labor Compliance Ardurra's **Labor Compliance** group's established program is a 5-step process to capture, monitor, collect, investigate, and review through Cracker, which is a certified payroll reporting software. Our process of actively monitoring prevailing wage requirements, allows for real-time monitoring of the required documents, DAS140, DAS142, fringe benefit statements, monthly union status, CAC-2 Training Fund Contributions, express, and other requirements of the awarding body.

The Ardurra team will work proactively and cooperatively with the contractor to monitor and enforce the City's and funding agencies' requirements for labor compliance, as follows:

- Verify contractor and subcontractor eligibility through the State Contractor's Licensing Board, DIR contractor registration, and state debarred list.
- Serve as the primary contact person for labor standards issues related to state and federal labor codes. The consultant shall attend the preconstruction conference to provide the contractor and subcontractor(s) with contractor labor compliance handouts and to review the applicable labor standards requirements as mandated by State of California labor compliance requirements.
- Inform contractors of the prevailing wages requirements. All services performed under the agreement will be subject to payment of the applicable prevailing wage for personnel performing the work. The submittal of certified payroll records will be required as work is performed or when they are needed to verify compliance with state/federal labor codes. Certified payroll submittals will be available for review by the City and directly submitted to the DIR.

LABOR COMPLIANCE 5-STEP PROCESS



QA/QC Ardurra will implement the City's established Quality Assurance Plan (QAP) as outlined in Section 16.14 of the LAPM for Non-NHS projects. Ardurra will coordinate QA/QC activities daily and review activities as they happen to make sure that QA/QC procedures are followed, and deficiencies are resolved in a timely and efficient manner. QA/QC is an ongoing task throughout the duration of the project. Our strategic approach to a quality, timely, and cost-sensitive product includes the following elements:

- Understand the project.
- Select the right people for the project.
- Frequent communication and tracking of project progress are integral to our approach to make sure there are no surprises. Utilize our project management tools that forecast staff requirements and labor allocations three months in advance. Proper documentation is critical for all projects and will comply with the City's requirements.



Testing and Observations The CM and inspection team will coordinate laboratory, jobsite, and offsite/source inspection and testing of construction materials and required observations per the QAP, LAPM, construction documents, construction codes, and Jurisdictional Agencies.

Project Closeout Ardurra will expedite close-out of the project according to the plans and specifications, receipt of close out submittals from the Contractor, and preparation of the required forms per Chapter 17 of the LAPM including the federal report of expenditures, report of expenditures checklist, final inspection form, federal aid final invoice, final DBE utilization report, materials certificate, statement of materials used by contractors, other supplemental forms, and/or backup documentation.

Pre-Final Inspection The CM and lead inspector will perform the final job walk and prepare the punch list (deficiency list). Ardurra will coordinate and observe completion of required corrections. Should the Contractor lag on a portion of the completion of project work, Ardurra will estimate the value of the incomplete items and recommend specific retainage in accordance with the contract to preserve the City's interest.

Final Inspection All corrections must be made before Ardurra recommends processing of the "Notice of Completion". Upon completion of the punch list and final sign off by all project stakeholders, Ardurra will make a recommendation to the City regarding the Contractor's final progress payment request and prepare final progress payment report for submission to the City.

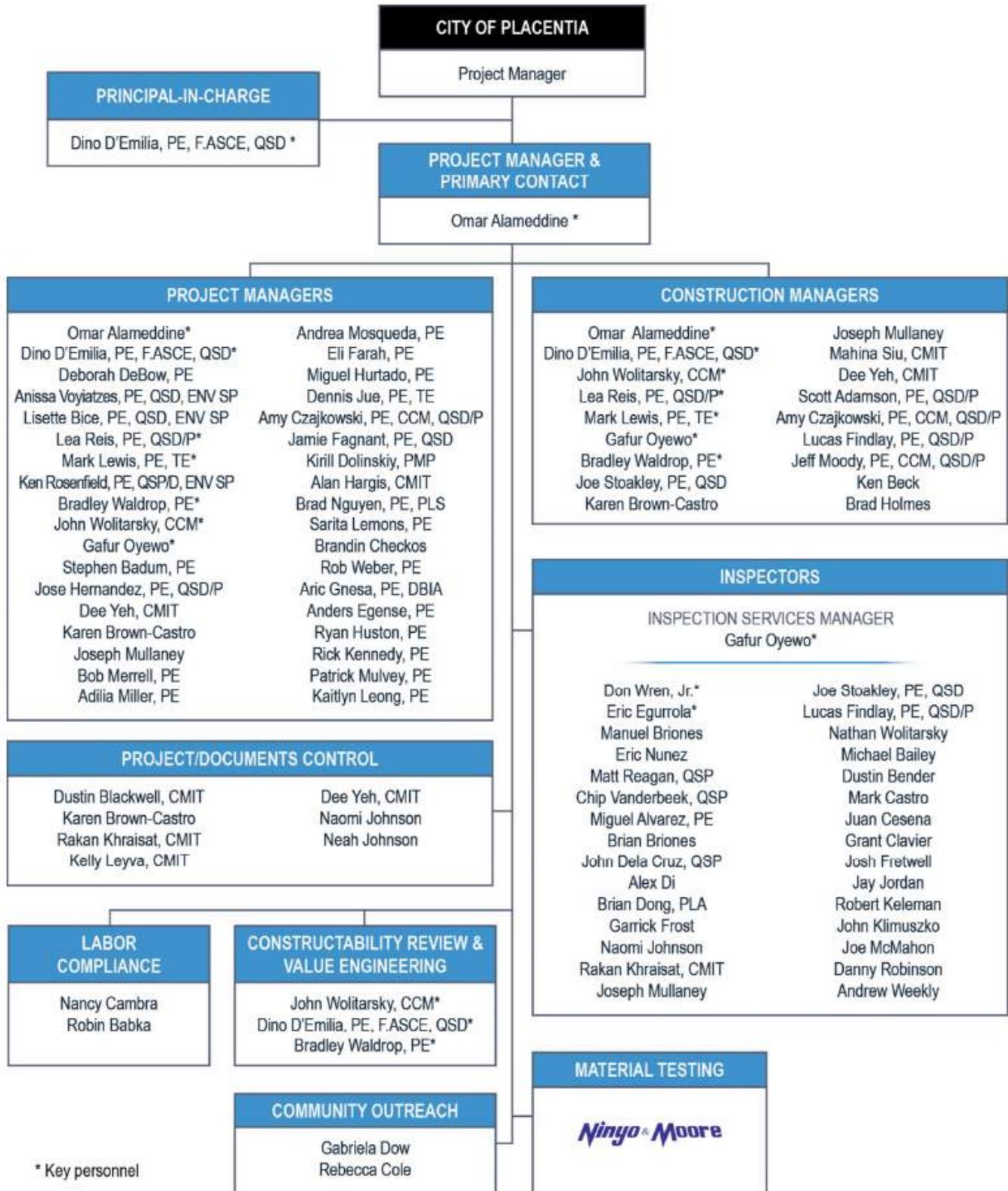
Delivery of As-Builts and Close-Out Documents Ardurra will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items, and require the Contractor to keep as-built records up to date throughout the project as required by the specifications. Ardurra will review the Contractor's submittal of "as-constructed" conditions and compare this submittal to Ardurra's own documentation. Discrepancies will be discussed, resolved, and recorded. Completed "as-constructed" plans will be submitted to City. Ardurra's tools and efficiency in coordination, communications, and documentation provide the City with a transparent process for the duration of the contract.

TYPICAL DELIVERABLES

ITEM	METHOD	FREQUENCY
Correspondence	Outlook/Speed Memos/Formal Letters	Daily/Continuous/As Needed
Project Documentation	Procore	Daily/Continuous
Submittals	Procore	Daily, as required; 72-hour turnaround
RFIs	Procore	Daily, as required; 72-hour turnaround
Progress Payments	Excel	Measurements – Daily; Quantity Measurement Report – Monthly
Inspection Reports	Adobe Fillable Forms or Procore	Daily
Weekly Statements of Working Days	Excel	Weekly
SWPPP/BMP Compliance	Excel	Weekly
Public Relations Inquiries	Log – Excel	Daily, as required
Photos and Video	Procore/Explorer	Video Pre-Project, Photos Daily
Progress Reports	Word/Publisher	Monthly and as required
Project Contacts	Outlook	Daily
Project Calendar	Outlook	Daily
Meetings	Procore/Zoom	Weekly and as required



H. TEAM ORGANIZATION



I. PROPOSAL STATEMENTS

Per the requirement of the RFP, below are Ardurra's proposal statements identified below in your RFP response.

- A. Ardurra will perform the services and adhere to the requirements described in this RFP. (No addenda were issued)
- B. Subsequent to award of this RFP, Ardurra understands and acknowledges that all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Not applicable.
- D. Ardurra understands and acknowledges that substitution of members of its designated team is prohibited unless approved by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Ardurra declares there is no Conflict of Interests.
- F. Ardurra attests that it has not engaged in any acts of Collusion with other proposing firms.
- G. Ardurra takes no exception to fulfilling the indemnification and insurance requirements contained in the sample contract. (Certificates of Insurance are not required as part of the proposal and will be provided upon request from the City.)



J. CERTIFICATION OF PROPOSAL

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment. (See "Exceptions" on page 26 of this proposal)
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: Ardurra Group, Inc.

By: 
(Authorized Signature)

Type Name: Dino D'Emilia, PE, F.ASCE, QSD

Title: California Public Works Practice Director

Date: January 30, 2024



EXCEPTIONS

Ardurra has reviewed the City's Sample Agreement included in Appendix "A" of the On-Call Construction Management and Inspection Services RFP NO. PW-24-01. The RFP included a sample contract that was for Landscape Architecture and Accessibility design. If the Contract for construction management has different clauses and sections included, Ardurra respectfully requests to review and comment on those clauses prior to execution. In addition, if there is an opportunity to make adjustments, we ask the City to consider the following modifications to items 5.1.(d), 5.2.(c), and 6.8 of the Agreement:

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), ~~combined single limits~~, per ~~occurrence~~ **claim** and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements.

- (c) Other insurance: "The Consultant's insurance coverage ~~^~~ **(except for workers compensation and professional liability)** 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."

6.0. GENERAL PROVISIONS

6.8. Indemnification and Hold Harmless.

Consultant agrees to ~~defend~~, indemnify, hold free and harmless the City, its elected and appointed officials, officers, ~~agents~~ and employees, at Consultant's sole expense, from and against ~~any and all claims, demands, actions, suits or other legal proceedings~~ **damages or losses** arising out of, ~~pertaining to, or relating to the negligence~~, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, ~~agents~~ and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. ~~The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.~~ Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.





January 30, 2024

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

SUBJECT: COST PROPOSAL TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Dear Chris Tanio,

Enclosed is Ardurra Group, Inc.'s cost proposal for On-Call Construction Management and Inspection Services for the City of Placentia. Attached is a schedule of hourly rates for our team, including the following subconsultant:

- Ninyo & Moore (N&M)

We look forward to serving the City of Placentia on this as-needed contract. Please feel free to contact Omar at 949.533.3012 or oalameddine@ardurra.com, or Dino at 714.458-0703 or ddemilia@ardurra.com if you have any questions or need additional information.

Respectfully submitted,
Ardurra Group, Inc.

Omar Alameddine
Project & Construction Management Group Leader

Dino D'Emilia, PE, F.ASCE, QSD
California Public Works Practice Director



ARDURRA GROUP, INC. (CALIFORNIA)
2024 Standard Billing Rate Schedule
Rates Effective through December 31, 2024

Project and Construction Management and Inspection Services	
Staff	Hourly Rate ¹
Principal	\$330
Project Executive / QA/QC Manager	\$290
Senior Program Manager	\$280
Program Manager	\$265
Principal Project Manager	\$290
Senior Project Manager	\$26
Project Manager	\$230
Asst. Project Manager	\$180
Principal Construction Manager	\$290
Structures Representative	\$270
Senior Construction Manager	\$260
Construction Manager	\$230
Asst. Construction Manager	\$180
Project Controls Engineer, Labor Compliance	\$165
Documents Control, Administration	\$135

Project and Construction Management and Inspection Services (continued)				
Staff	Regular Time Hourly Rate	Overtime Hourly Rates		
	Rate ¹	Mon – Fri ²	Sat. ²	Sunday/ Holiday
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) ^{3, 4, 5, 6}	\$205	\$287	\$287	\$369
PE Licensed Inspector (Prevailing and Non-Prevailing Wage – Special Shift) ^{3, 4, 5, 6}	\$210	\$294	\$294	\$378
Public Works Inspector (Prevailing Wage) ^{3, 5, 6}	\$198	\$277	\$277	\$356
Public Works Inspector (Prevailing Wage – Special Shift) ^{3, 4, 5, 6}	\$202	\$283	\$283	\$364
Accessibility Expert / CASp Inspector ⁶	\$305	\$427	\$427	\$549
DSA / OSHPD Inspector of Record ⁶	\$225	\$315	\$315	\$405
Deputy Inspection (Prevailing Wage) ^{3, 5, 6}	\$185	\$259	\$259	\$333
NDT Testing (Prevailing Wage) ^{3, 5, 6}	\$185	\$259	\$259	\$333
Public Works Inspector (Non-Prevailing Wage) ⁵	\$165	\$231	\$231	\$297

Notes:

1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
2. Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/ holiday rate.
3. Prevailing Wage Rates are subject to increases pursuant to the State of California’s Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based



on Determination SD-23-63-3-2023-2D, issued 8/22/2023. The above billing rates increase by \$5/hour on July 1, 2024 to adjust for a predetermined increase.

4. A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.
5. The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
 - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
 - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
6. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.
7. **Web-Based Contract Administration:** Selected/specified cloud-based service billed at cost plus fifteen percent (15%).
8. **Fees for subconsultant services:** Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
9. **Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (\$0.655/mile). An allowance for extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the client unless specifically included in the contract or requested and approved by the client in writing prior to incurring the additional expense.
10. **Escalations:** This rate schedule is effective through December 31, 2024. Should the contract duration be extended beyond December 31, 2024, rates will be subject to prevailing wage increases as noted above, as well as an adjustment of five percent (5%) per calendar year or in accordance with the Consumer Price Index, whichever is greater.
11. **Exclusions to Scope and Fee:** The following items are specifically excluded:
 - Legal advice
 - Temporary field office facilities, equipment, furniture, utilities and/or services
 - Engineering support
 - Hazardous materials monitoring and/or testing
 - Acceptance and/or Independent Assurance Sampling and Testing (IAST) services
 - Specialized software other than MS Office Suite, MS Project and/or P6 Viewer
 - Other services not specifically enumerated in the scope of services



The rates, shown below, are for Ardurra's subcontractor Ninyo & Moore (N&M) and do not include Ardurra's markup indicated in the Ardurra rate schedule notes above.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 210
Senior Engineer/Geologist/Environmental Scientist	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist	\$ 195
Project Engineer/Geologist/Environmental Scientist	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 170
Staff Engineer/Geologist/Environmental Scientist	\$ 155
GIS Analyst	\$ 130
Technical Illustrator/CAD Operator	\$ 110

Field Staff

Certified Asbestos/Lead Technician	\$ 195
Field Operations Manager	\$ 130
Nondestructive Examination Technician (UT, MT, LP)	\$ 125
Supervisory Technician	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115
Senior Technician	\$ 110
Technician	\$ 110

Administrative Staff

Information Specialist	\$ 90
Geotechnical/Environmental/Laboratory Assistant	\$ 95
Data Processor	\$ 75

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Field Testing Equipment	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.



Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Spitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.





REQUEST FOR PROPOSALS (RFP)

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

CITY OF PLACENTIA

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., TUESDAY JANUARY 30, 2024**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Date Issued: JANUARY 9, 2024

REQUEST FOR PROPOSALS (RFP)
FOR

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CITY OF PLACENTIA

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Appendix “A” – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

Appendix “B” – SUMMARY SHEET

Appendix “C” – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award 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 Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

2. PROPOSAL SCHEDULE

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection* - March 2024

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. SCOPE OF WORK

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

5. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

A. Cover Letter

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

B. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

C. Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

D. Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

E. Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

F. Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

G. Schedule

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

It is necessary to submit these elements with your RFP response. Failure to submit the required information with your response will render your proposal non-responsive.

6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7. EXCEPTIONS

8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.

9. SUBMITTAL INSTRUCTIONS

A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals 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 Request For Proposal. All proposals 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 proposal. 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 PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals 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”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
 - states "***On-Call Construction Management and Inspection Services***"
 - identifies the proposer
- Must be addressed as follows:
 - City of Placentia
 - Attn: Chris Tanio, PE, Deputy Director/City Engineer
 - 401 E. Chapman Avenue
 - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

10. EVALUATION CRITERIA

A. Selection Committee

- a. Proposals submitted will be evaluated by a Selection Committee

B. Review of Proposals

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The firm is independent and properly licensed to practice in California.
 - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
 - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

 - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
 2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
 3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
 4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
 2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
 2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20___, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be

required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

_____ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Ames & Gough		NAMED INSURED Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability, and Professional Liability policies in accordance with policy terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	30

PERSON OR ORGANIZATION: SEE CA T8 06

ADDRESS: .

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 05 23

POLICY NUMBER: 810-5X558309

**** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ****

IL T3 54

IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE
GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST
NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS
POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN
REQUEST FROM YOU TO US.

EFFECTIVE DATE: 01/01/24 EXPIRATION DATE:

DATE OF ISSUE: 01/01/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	30

PERSON OR ORGANIZATION: SEE CA T8 06

ADDRESS: .

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 05 23

POLICY NUMBER: P-630-5X487435

**** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ****

IL T3 54

IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE
GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST
NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS
POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN
REQUEST FROM YOU TO US.

EFFECTIVE DATE: 01/01/24 EXPIRATION DATE:

DATE OF ISSUE: 01/01/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

COMMERCIAL GENERAL LIABILITY

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

COMMERCIAL GENERAL LIABILITY

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.
- t. Employment-Related Practices**
"Bodily injury" to:
- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
 - (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

COMMERCIAL GENERAL LIABILITY

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company, or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) An executive officer or director of any other organization; or
- (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

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- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1)** Fire;
 - (2)** Explosion;
 - (3)** Lightning;
 - (4)** Smoke resulting from fire, explosion or lightning; or
 - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1)** Any person or organization, other than you; or
 - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B –**

UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:

- a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

- b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

- a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:

- (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

- (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

- a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That

representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage for such organization does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or

- (2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the

limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have

the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;
- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up,

removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or
 - (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;

- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
 - c. The nature and location of any injury or damage arising out of that "crisis management event"; and
 - d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

- b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
 - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
- a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
- a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
- a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
 - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
 3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
- Another insurance company;
 - Us or any of our affiliated insurance companies;
 - Any risk retention group;
 - Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
 - Any similar risk transfer or risk management method.

"Other insurance" does not include:

- Any "underlying insurance"; or
 - Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - When all the work called for in your contract has been completed;
 - When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- Does not include "bodily injury" or "property damage" arising out of:
 - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
- An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding to which the insured submits with our consent.
10. "Underlying insurance":
- Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
 - Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
 - Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

- B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:
- 1.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
 - 2.** "Advertising injury":
 - a.** Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light; or
 - (3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
 - 3.** "Auto" means:
 - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".
 - 4.** "Bodily injury" means:
 - a.** Physical harm, including sickness or disease, sustained by a person; or
 - b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
 - 5.** "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a.** By radio or television; or
 - b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1)** Radio or television programming being transmitted;
 - (2)** Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3)** Advertising transmitted with any such programming.
 - 6.** "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
 - a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b.** Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c.** Social security number;
 - d.** Driver's license number; or
 - e.** Birth date.
 - 7.** "Consumer financial protection law" means:
 - a.** The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

- b.** California's Song-Beverly Credit Card Act and any of its amendments; or
- c.** Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
- 8.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 10.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 11.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 12.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 13.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b.** Vehicles maintained for use solely on or next to premises you own or rent.
- c.** Vehicles that travel on crawler treads.
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1)** Power cranes, shovels, loaders, diggers or drills; or
- (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2)** Cherry pickers and similar devices used to raise or lower workers.
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1)** Equipment designed primarily for:
- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14. "Occurrence" means:**
- a.** With respect to "bodily injury" or "property damage":
 - (1)** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or
 - (2)** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;
 - b.** With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c.** With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
- 15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.**
- 16. "Personal injury":**
- a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1)** False arrest, detention or imprisonment;
 - (2)** Malicious prosecution;
 - (3)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4)** Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5)** Oral or written publication, including publication by electronic means, of material that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light.
 - b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
- 17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 18. "Property damage" means:**
- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
- 19. "Self-insured retention" is the greater of:**
- a.** The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all

"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

- b.** The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

- (1) Any person or organization other than you; or
- (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

UMBRELLA

- (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
- b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.
- 4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
- 5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	30

PERSON OR ORGANIZATION: SEE CA T8 06

ADDRESS: .

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 05 23

POLICY NUMBER: CUP-5X642114

**** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ****

IL T3 54

IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE
GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST
NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS
POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN
REQUEST FROM YOU TO US.

EFFECTIVE DATE: 01/01/24 EXPIRATION DATE:

DATE OF ISSUE: 01/01/24



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER : UB-5X489557-24-43-G :

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
Any Person Or Organization For Which The Insured Has Agreed by Written Contract Executed Prior to Loss To Furnish This Waiver	30



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-**

POLICY NUMBER: **UB-5X489557**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

**Any Person Or Organization For Which The Insured Has Agreed by Written Contract
Executed Prior to Loss To Furnish This Waiver**

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - -

ST ASSIGN:

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
TOTUM Corp.**

16th

THIS AGREEMENT is made and entered into this 2nd day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Totum Corp. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant'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 Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 02, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement,

with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

5.2. Endorsements. The commercial general liability insurance policy and business

automobile liability policy shall contain or be endorsed to contain the following provisions 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 policies 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.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Totum corp
15130 Ventura Blvd, Suite A
Sherman Oaks, CA 91403
Tel: (818) 986-9870
Fax: (818) 986-9870
Attn: Danny Kaye

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Attn: Chris Tanio

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Chris Tanio, Deputy Director/City Engineer

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

Proposal for:
**ON CALL CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**
Presented to:
City of Placentia

Submitted by: **totum**
January 30, 2024





ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

1/30/24

**15130 Ventura Blvd.
Unit A
Sherman Oaks
CA 91403,
818 986 9870
p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,
LEED AP
310 351 0138 m

Giulio Zavolta, LEED AP
310 291 4074 m

www.totumconsulting.com

danny@totumconsulting.com

giulio@totumconsulting.com

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attn: Chris Tanio PE, Deputy Director/City Engineer

Dear Mr. Tanio:

RE: Request for Proposal for On-Call Construction Management and Inspection Services

We are delighted to submit our qualifications to provide On Call Construction Management and Inspection Services for your upcoming facility capital improvement projects.

Our address and contact information are on the left-hand margin of this page. The primary contact person is Danny Kaye (CCM, PMP) who has the power to bind Totum contractually and is the signer of this letter. Our Sherman Oaks location will be responsible for the project deliverables for the projects.

Totum was established in 2005 as a small business enterprise to provide design and construction management services to our clients and currently has ongoing work at the Cities of Azusa, Placentia, Huntington Beach and Santa Monica and on call with the City of Long Beach. We are an S corporation with an SBE/VSBE certification.

We have the advantage of 5 years of experience currently working successfully with Placentia with small projects such as ADA upgrades to the Civic Center Police HQ and the BACKS community center, the APWA award winning Navigation Center as well as the current Public Safety Building at the Public Works Yard.

Totum staff have successfully managed many small City and other public and private sector facility projects over the last 20+ years, including new and renovated community centers, new and renovated libraries, police and fire station seismic retrofits and ADA upgrades, roof replacements, facility assessments and parks, park restrooms and several years ago, we finished a very fast track homeless shelter for the City of Placentia, winning an APWA award. Further our proposed staff has worked together, including for Placentia, on many occasions and has substantial experience with public sector projects, renovations, and grounds-up construction.

We have reviewed the typical projects you show as capital improvements and construction projects as well as scope of services that you list as needed by the project team and believe we have the ideal background to provide these services for said proposed projects. Through our innovation we have developed custom tracking tools to help us manage all the scope needed.

Danny Kaye would be the day-to-day lead preconstruction / construction manager exactly as he has done for numerous similar projects including those prior for Placentia. Staff will assist or be assigned, depending on the project status and complexity and for contract administration as called out under section 3, page 5.

Koury, our deputy inspectors and testing lab have been our partners of multiple projects for close to 20 years with and before we were at Totum. We would plan to use a small, women owned firm, PWCC as our labor compliance consultant. Our planned team has

totum

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p/f**

Principals

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**Giulio Zavolta, LEED AP
310 291 4074 m**

www.totumconsulting.com

**danny@totumconsulting.com
giulio@totumconsulting.com**

the experience to oversee the design, provide constructability reviews, assist with bid documents, permitting, QA / QC inspections, claims management and manage construction. Our job is to make sure that all projects are built in accordance with plans and specs.

As you have experienced, when you have Totum on your project, you can reach the actual owners of the company literally 24-7 and as active participants in our projects, we will know what's going on. We have kept our firm and consultants small to ensure we have this oversight and involvement and enable a low overhead and competitive rates. We do what it takes to get a project done.

We listen carefully to what our client needs and try to under promise but over deliver to meet these needs, all the time remembering that it's our clients project and needs we must fulfill, failure is not an option. Most of our work is repeat business and word of mouth. Often, at cost with no mark up, retain other consultants from deputy inspectors through soils engineers, we are happy to provide our clients with the best team possible should the need arise.

As you review our proposal, we ask you to consider the following summary points:

- We have managed dozens of City projects over the last 16+ years as Totum and with prior firms; renovations and grounds up, from a simple new restroom on a beach, through a \$25MM seismic renovation of a fully occupied police station and jail. We know how to work in occupied facilities.
- Construction Management is our core business. We have managed dozens of new build, renovations and tenant improvement projects, from inception to completion, from less than \$10,000 to \$45+ million.
- Our size allows us to specialize in construction / project management and design oversight and be very cost effective with rates and our time.
- We have repeat clients such as the City of Long Beach, City of Placentia, UCLA Farmers Market and recently, the City of Huntington Beach.
- We have a great reputation. As such, we get bidders to the table. We have had a 100% success rate with our projects.
- We are collaborators. We push for equitable solutions. We are high energy, "get-it-done" people. We believe in loyalty and integrity. We really take our role seriously and take the position that "we are the Client", not just consultants.

We have tried to make our qualification package brief, informative and enjoyable and look forward to the next step in your selection process. I should be your point of contact during this process, and I can be reached directly at 310-351-0138 or email danny@totumconsulting.com.

We acknowledge the Q&A document posted on Jan 23, 2024. We maintain the page count of 30. We acknowledge the Addendum #1 regarding RFP deadline.

Regarding proposed exceptions - Totum has no exceptions to enumerate or describe.

Sincerely,



Danny Kaye, CCM, PMP, FRICS, LEED AP
Principal

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- C. Executive Summary
- D. Project Team Organization
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- H. Schedule
- I. (Section 6 per RFQ) Required Proposal Statements / Appendix B and C
- J. Pricing Proposal
 - a. Rate Sheets - ***Submitted Separately***

C. Executive Summary

Totum is a California S Corporation, established in 2005. Our legal name is “Totum Corp” Totum is Latin for complete as our goal has always been to provide our clients with a complete service, or as much help as they need to “get the project done”. Within our firm, we have certified construction managers (CCM), Project Management Professional (PMP) licensed architects and LEED accredited professionals. Danny Kaye is also a licensed GC. If we can’t offer the service ourselves, we are also comfortable bringing in consultants under Totum to help our clients, such as Deputy Inspectors, LEED / Cx Consultants, Independent Estimators and Schedulers.

**15130 Ventura Blvd.
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Principals

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310 291 4074 m

www.totumconsulting.com

danny@totumconsulting.com
giulio@totumconsulting.com

Over the last 20+ years, Totum has been the construction manager for well over 250 projects, from small tenant improvements, through large, complex grounds up construction on a 9 acre highly contaminated site into a LEED gold union hall, new schools and major seismic retrofits and curtain wall replacements on high rise buildings as well as parks, historic seismic retrofits and homeless shelters. The project types we have managed include facility types listed in the RFP scope of work, section 3 such as: new building construction, site improvements, landscape, irrigation projects, site improvements, parks and recs, as well as MEP system upgrades, including fire stations, libraries, city halls, police stations and community centers.

Our general company services include but are not limited to:

- Adaptive Re-Use Studies
- Constructability Review
- Cost Analysis / Cost Benefit Analysis Design / Design Review
- Plan Check Coordination
- Estimating
- Entitlements / Expediting
- Facility Assessment
- Grant Procurement Assistance
- Permitting
- Planning
- Procurements
- Programming
- Project Construction Management [from concept to completion]
- Scheduling
- Site Due Diligence
- Sustainability

For your On Call Construction Management and Inspection services we propose to us as Sub Consultants:

- 1) **Koury Engineering** – For Materials Testing and Deputy Inspection, Koury Engineering provides geotechnical engineering, material testing, and inspection services for residential and commercial construction projects

ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

throughout Southern California. They serve as the Independent Testing Laboratory and the EOR for projects of all sizes from 60 story high-rises in Downtown LA to DSA shade structures at your neighborhood school. From freeway lane additions to OSHPD infrastructure upgrades.

We have used Koury substantially since our inception as “Totum” in 2005. Koury provides reliable quality control & investigative services throughout Southern California. Koury has been providing clients with trusted results since 1992.

Koury has an experienced team of Registered Civil and Geotechnical Engineers on staff, with over 100 inspectors and technicians in the field daily.

2) PWCC Solutions - Labor Compliance Consulting

PWCC Solutions has over 10 years’ experience in public works construction labor compliance working on Federal and State projects with extensive knowledge of Project Labor and Master Labor Agreements. They have managed labor compliance programs for over 20 State and/or Federal projects totaling more than 5 million hours of on-site work.

Totum has acted as construction managers for bid / awarded and as-needed PM / CM for numerous City facilities over the last 18 years, large and small projects. We have very recent experience working on 4 city projects including the extremely fast track Placentia Navigation Center and the current Public Safety Building at the city yard. We know how to work with the City teams, processes and protocols.

For most projects, we have been brought in at about 25% design state. This has enabled us to help our clients with constructability, estimating and bid phase documents. We have provided all the typical Administrative and Inspection scope of PM /CM services role as outlined in section 3-D, page 6 of the RFP, on all projects and specifically those listed below:

City of Placentia ADA Upgrades 2019-2020

City of Santa Monica – Airport Building Seismic Upgrades 2023-2024

City of Placentia PSB, Evidence Storage and Gun Range 2023-2024

City of Azusa Library ADA Upgrades -2018

City of Azusa Sr Center Renovation 2023+

City of Huntington Beach – 2020-23 Navigation Center, Edison Community Center and Rodgers Sr. Center and Park

City of Long Beach El Dorado Park Bridge Replacement and Site Improvements 2016

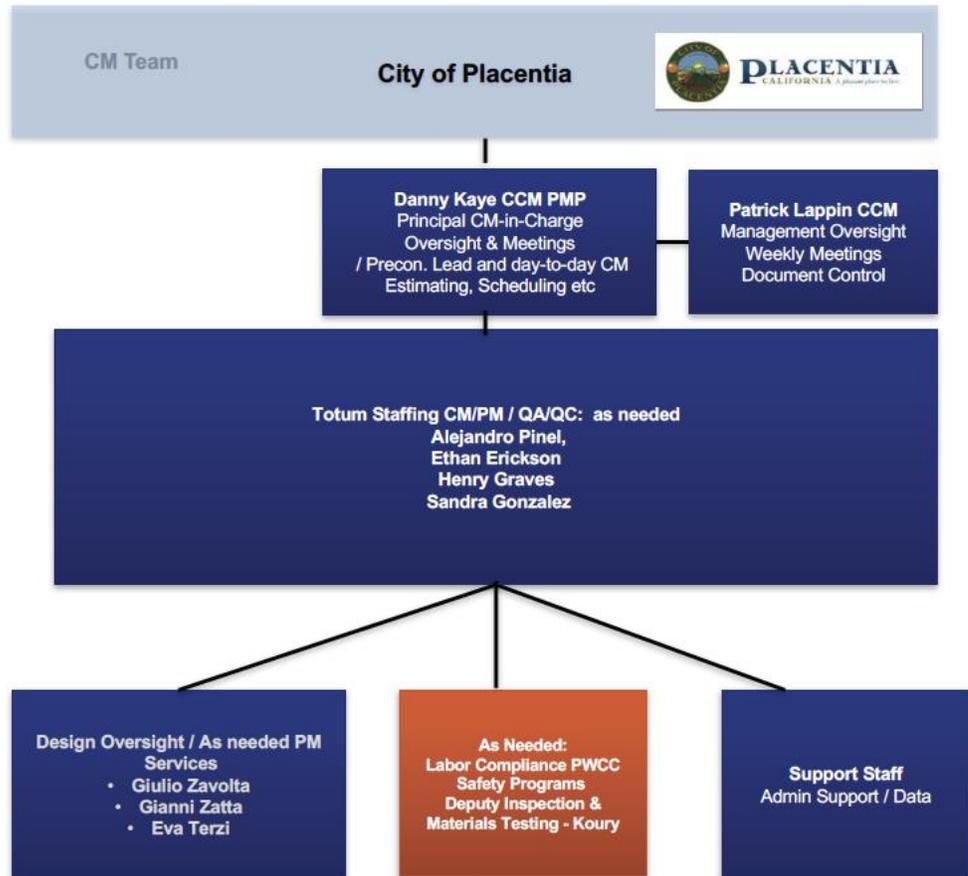
Port of Long Beach Airport Plaza HQ Renovation 2014

UCLA 924 Westwood Center Seismic Renovation 2015

Beverly Hills School District Horace Mann New School - 2016

D. Project Team Organization

The below chart outlines our staffing chart and our proposed sub consultants on our team. We are all “on call” and “as needed”. We have listed these consultants and worked with some of them for over 20 years.



**15130 Ventura Blvd.
Unit A
Sherman Oaks
CA 91403,
818 986 9870
p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,
LEED AP
310 351 0138 m

Giulio Zavolta, LEED AP
310 291 4074 m

www.totumconsulting.com

danny@totumconsulting.com
giulio@totumconsulting.com

Resumes follow on the next 6 pages. We have limited the resumes to 1 page to keep this package “efficient” and to provide more of a snapshot of the staff skills.

A little more on each Totum staff member:

Danny – Co-founder of Totum, Danny’s background was as a general contractor in the 90’s then moved into CM work in 1999, with 25 years experience as a CM, 20+ as Totum.

ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Pat – Sr PM / CM, Pat brought Danny into CM work in 1999. With 40 years+ experience, including building bridges in the UK and the middle east. Pat has managed large capital projects as well as numerous programs for school districts.

Alejandro – Danny and Alejandro met when Danny was a consultant at UCLA and Alejandro was a TI PM directly working for UCLA over 6 years ago. Alejandro has worked for Totum for over 5 years with projects for the City of Placentia and Huntington Beach.

Ethan – When Danny's client at UCLA Asset Management introduced Ethan to Danny over a year ago, we felt that his broker and TI experience would be a benefit to Totum. We were right, and Ethan has worked on several complex projects including a fast track \$1MM multi-prime project for a long time Totum client.

Henry – Has been with Totum for almost 3 years, working directly under the City of Placentia for the city wide fiber optic distribution project. Henry would provide the role of QA / QC as needed.

Sandra – Was our client for 10 years while she was a CPC at the City of Long Beach. When she moved to work for the City of Placentia, and a suitable project arose, we were introduced to Luis Estevez and we have been assisting since then! Sandra has 25+ years experience working for public agencies, with her specialty, as a FASLA, with parks and recs.

Totum Design: As a company that offers design services, we can use our in house team as back up and often, for help during constructability.

Koury: We have selectively been utilized Koury since pre-Totum, for 25 years now. We are currently using them for our PSB project for the City of Placentia.

Labor Compliance: Although the City is likely to continue using LCP tracker for labor compliance, we do have a firm we can use, should the need arise.

Safety: Although this is be a contractor means and methods, with PM / CM oversight, we have an alliance with a firm that can provide full safety services.



Danny Kaye – 2023 Brief Resume (Also See “Profiles”)

Danny Kaye, principal, has almost 30 years of experience initially as a contractor and then as a senior construction project manager, estimator, and scheduler, working with commercial, institutional, office and retail projects for shell and core, interior/exterior infrastructure, and tenant improvements.

Representative Key Projects include **but are not limited to:**

- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park - Construction Manager.
- **City of Huntington Beach 2020** (on call agreement) Sr CM for a fast-track ocean bluff bike and walking path, \$1.8MM to complete summer 2022; Rodgers senior center renovation and new public park, \$2.3MM, due to complete 2022.
- **City of Huntington Beach 2020-2021:** \$8MM Fast track grounds up of new homeless navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **City of Placentia – 2019-2021+:** Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction services for new police station evidence storage building and gun range due to bid in late 2021/early 2022
- **Port of Long Beach –** Danny has worked on multiple Port of Long Beach projects including a 200,000 sq. ft high rise renovation at Long Beach Airport Plaza.
- **City of Long Beach – 2003-2019+ Construction Project Manager** for the CMAA award winning \$25MM abatement / seismic renovation / re-skin and tenant improvements, while partially occupied, of the phased 175,000 sq. ft. 6 story (plus 2 basement levels) of the Public Safety Building* and Fire Station #1*, and over 50 various City facility upgrades and improvements (Parks and Recs, Fire Department, Library), McBride Teen Center, a new ~\$3.6M 5,000 sq. ft. teen center, MacArthur Park Branch Library, a new \$8.5M library, LEED certified Silver, FEMA studies and seismic evaluation of and planning of a new \$200M+ replacement high rise City Hall, City wide facility assessments for over 130 City locations, Main Library Roof seismic analysis, Parks and Recs with the successful Ocean Boulevard Bluff Restoration and Belmont Olympic Pool two phased investigation and repairs as well as overseeing the Queen Mary life safety project. Recent projects include the turnkey El Dorado Bridge Replacement, Craftsman Park and the LEED Gold Orizaba Community Center. Oversight of the EDPD police sub station of Schroeder Hall Army Barracks, the fast-track demolition of the old County Courthouse, EDNC Bridge replacement (2012 and 2016)

Danny Kaye, CCM, FRICS, PMP
LEED AP

President / Principal Sr. CM
310 351 0138
danny@totumconsulting.com



Education / Qualifications:

University of Central England - 1993, Bachelor of Science (B.Sc. Honors) Upper Second -Construction Management (Quantity Surveying)

- LEED Accredited Professional (LEED AP)
- Certified Construction Manager, (CCM) Construction Managers Association of America
- Project Management Professional (PMP) - Member of the Project Management Institute
- CMAA 2005 award for management of \$10-\$50M public works project
- APWA 2020 Award for Homeless Shelter, City of Placentia
- APWA 2021 Award for Homeless Shelter, City of Huntington Beach
- CMAA 2022 Award for Homeless Shelter, City of Huntington Beach



Patrick Lappin, Sr Construction Manager – 2023 Brief Resume (Also see profiles)

Patrick Lappin brings over 40 years of construction, design and development experience to clients covering the entire spectrum of project, program, and construction management from initial conceptualization and entitlement through design, engineering, and construction. He brings extensive local knowledge having worked the last 30 years in the greater Los Angeles area. Pat’s experience includes working as a contractor, engineer, and owner’s representative. His management skills cover all the major project delivery types such as lump sum, GMP, design-build, multi-prime and lease-leaseback. He has been responsible for a great variety of projects, including building core and shell, tenant interiors and civil engineering construction.

Pat has previously served as the program manager for the Beverly Hills USD schools modernization bond program, the program executive for the Santa Monica-Malibu Unified School District’s modernization bond program; the Placentia-Yorba Linda Unified School District’s new construction and modernization bond program; the Orange Unified School District’s modernization program; the City of Long Beach Public Safety Building upgrades and the Port of Long Beach's new maintenance facilities.



Education / Qualifications:

Queen’s University, N.I - Bachelor of Science, Civil Engineering

- Institution of Civil Engineers (UK), Member
- Certified Construction Manager (CCM), Construction Management Association of America

Representative Key Projects Include:

- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park.
- **City of Huntington Beach 2020-2021:** Fast track grounds up of new Navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **City of Placentia – 2019-2021+:** Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction services for new police station evidence storage building and gun range due to bid in late 2021/early 2022
- **Placentia-Yorba Linda Unified School District, CA – Program Executive-** Preconstruction, New Construction, and Modernization Program. \$350M, 10-year program included a new high school, middle school, elementary schools and numerous modernization projects.
- **Santa Monica-Malibu Unified School District, CA – Program Executive/Program Manager -** Program and Construction Management Services. \$300M modernization and new facilities bond program for 2 high schools and 6 elementary schools.
- **University of California Riverside, CA – Project Executive -** Construction Management Services. Material Science and Engineering Building, \$80M, 129,000 SF research and instructional laboratory facility.
- **Orange Unified School District, CA - Program Executive –** Program and Construction Management Services, Modernization Program. \$90M elementary schools modernization program.
- **Chaffey Community College, Rancho Cucamonga, CA – Program Manager -** Program and Construction Management. Program involved a nine-year \$300M design and construction management program. Led this project from



Alejandro Pinel, Construction Manager - Brief Resume 2023 (Also see Profiles)

Alejandro Pinel has worked on construction projects for the past 14 years. His work experience includes internships with electricians, framers, and development companies as well as computer drafting for a permit expediting firm. Before Totum, Alejandro spent 4 years as a project manager for UCLA Asset Management which provided him with valuable fast track tenant improvement and renovation skills which he brings to each project. Alejandro came to Totum in 2018.

Alejandro currently serves as construction manager for several projects. His responsibilities range from bidding, preparing construction documents to reviewing plans, drafting contracts and scheduling contractors. Alejandro also performs specialty tasks on an as-needed basis whenever required by specific projects.

In general, Alejandro works with Principal Danny Kaye and Patrick Lappin to supplement and coordinate tasks.

Representative Project Experience Includes:

- **City of Placentia** – 2019-2021+: Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction and construction services for new police station evidence storage building and gun range underway as of 2022. Due to complete in 2024
- **Supernal Flight Test Center: 2022 – 2023** – Fast Track \$10MM site set up and multiple new structures / renovation. (A Hyundai / Kia company). Construction Manager
- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park - Construction Manager.
- **City of Huntington Beach 2020-2021:** Fast track grounds up of new Navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **AF Gilmore Company**, Farmer’s Market, Los Angeles, CA – Construction Manager on the multi prime delivery of a new \$2.5MM new building to the Original Farmers Market.
- **PMA Union Hall, CA** – coordinated the fast-track improvements to this existing Union Dispatch Hall.
- **Occidental College, CA** – assisting on a variety of tenant improvement projects varying in value from \$100K to \$9MM.
- **St Johns Wellchild Avalon Clinic** – CM for the renovation of a \$2.5MM clinic renovation.



Education / Qualifications:

California State Polytechnic University, Pomona - Construction Engineering Technology
Fluent written/spoken Spanish
AutoCAD proficient.



Ethan Erickson, Project Engineer Brief Resume (Also see Profiles)

Ethan Erickson has worked within the construction and real estate development field for the past 3 years with residential and commercial firms across Southern California. Before joining Totum, Ethan worked in real estate brokerage and as an interior design and build consultant for 3 years specializing in single family development, design, analysis/underwriting, feasibility and permitting. Ethan’s wide array of experience throughout the industry allows him to engage with and support our clients throughout the construction process. Ethan joined Totum in early 2023.

Ethan currently serves as a Project Engineer / Assistant Construction Manager for several projects. His responsibilities range from site visits, documentation, bidding, preparing construction documents to reviewing plans and schedules, drafting contracts, and scheduling contractors and trades. Pay application and submittal review. Ethan also performs specialty tasks on an as-needed basis whenever required by specific projects.

In general, Ethan works underneath the Principal Danny Kaye and Patrick Lappin to supplement and coordinate tasks.

Representative Project Experience Includes:

Project Engineer (With Totum)

- **St Johns Community Health, San Bernardino, CA – 2023:** The fast track \$2MM renovation of a medical office building, to OSHPD 3 standards.
- **St Johns Community Health, Compton, CA – 2023-2024:** The \$4MM renovation of an old church and gun range into a 11,000 sq ft clinic, to OSHPD 3 standards.
- **West Valley Food Pantry, Woodland Hills, CA – 2023:** Currently working on the construction of a new \$4MM food pantry.
- **City of Santa Monica, CA – 2023:** Assisting on an \$8MM renovation of a historic building at the Santa Monica Airport and Runway Repairs and Lighting Replacement.
- **Medical TI – West Hollywood – 2023 –** Assisting on a \$650,000 medical office TI for a plastic surgery center.
- **Retail Located Medical TI, San Jacinto – 2023 –** Assisting on a \$300,000 medical / dental renovation in an existing dental clinic in a large retail campus.

Previous Work Experience:

Asset Management / Interior Design & Build, ERG - Los Angeles, CA

Education / Qualifications:

University of California,
Berkeley
Batchelor of Arts

Real Estate Construction and
Development:
Asset Management and Brokerage /
Underwriting / Feasibility / Bidding /
Contracting

CAD/Design:
Sketchup / Adobe Illustrator
10 Hour OSHA Certification



Henry Graves

Over 33 years of strong proficient work history in roadway, traffic signal & Streetlight infrastructure & construction. In-depth knowledge of county and state regulations as well as utility providers. A proven history of getting the job done right and efficiently. Team-oriented with the integrity and dedication needed to build a successful and respected organization. Hardworking and reliable with a strong ability to communicate and motivate field personnel to produce the best product possible. Work with project teams and customers. Offering a proactive and punctual team-oriented mentality. Strong knowledge of Construction JHA, CAL OSHA, CAMUTCD, CAL TRANS and SCE permits.
Motto - (Measure twice cut once!)

Henry Graves
Field QA / QC



Select Electric Inc /
Labor Coordinator
Cerritos Ca

Siemens Mobility Inc/
Construction Field Supervisor
Anaheim, CA

As a Maintenance/Emergency-Traffic Signal/Streetlighting Company, (No day or job was ever the same). Performed site evaluations, assess damage to existing systems, write up scope of work to repair/restore what was damaged, (conduits, foundations poles, rewire). Scheduled construction crews and worked with necessary Subcontractors and City Engineers/Inspectors to get utilities back up and running in a timely manner. Developing functional solutions to difficult problems. Improved operations by working with team members and customers to find workable solutions in emergency situations. Worked closely with team members to deliver project requirements, develop solutions and meet deadlines. Provided excellent service and attention to customers when face-to-face or through phone conversations. Handled all delegated tasks, including Meeting with customers to assist in engineer budgets, scope of work, scheduling.

Republic ITS
Construction Superintendent
Anaheim, CA

Signal Maintenance Inc /
Construction Superintendent
Anaheim, CA

Motivated and supported field workers completing work to increase work quality and efficiency.
Maintained project compliance by reviewing contractor scope, materials and pricing take-offs to achieve competitive bidding
Coordinated schedules and day-to-day activities of crew to satisfy project needs.
Collaborated with field engineering and construction to prepare scopes of work for inclusion into bid packages.
Estimated materials and labor requirements to complete jobs within budgetary and timeline requirements.
Kept track of all inventory, including supplies and materials to prevent losses.



Sandra Gonzalez – Brief Resume 2023

Sandra has partnered up with Totum on several parks and recs type projects over the last few years. We have a relationship going back over 20 years to when Sandra worked at the City of Long Beach. We have worked with Sandra just recently on a parks project in Long Beach (Camp Fire @ Deforest Park)

Sandra Gonzalez,
Landscape Sr. PM

California Polytechnic State
University, San Luis Obispo, CA
Bachelor of Science, Landscape
Architecture 1984

California State University, Long
Beach, Long Beach, CA
Masters Degree, Public Policy and
Administration 2005



CSU Chancellors Office, *Principal Construction Management Program Manager 2019 - 2022*

Support Construction Management efforts systemwide for 23 California State University campuses. Maintain and update all forms and documents associated with construction delivery methods and conduct annual training to campuses on significant construction-related issues and processes.

City of Placentia, *Director of Community Services. 2016-2019*

City of Pico Rivera, *Director of Parks & Recreation 2013-2016*

Responsible for all operations, management, and personnel of the Pico Rivera Dept of Parks and Recreation. Leading a staff of 130 full and part-time employees, provide leadership in strategic planning and implementation. Responsible for Department budget, programming, major special events, major project implementation, and oversee the Parks and Recreation Commission.

January 2009-Feb 2013; City of Long Beach Dept. Parks, Recreation & Marine

Bureau Manager, Planning & Development

Oversee all Planning and Development efforts for the Department of Parks, Recreation & Marine. Responsibilities include budgeting, planning, overseeing design and construction efforts for Capital Projects and long-range planning. Projects include new parks, community centers, marinas, and beach structures. Oversee a staff of 10 persons. Department budget of \$40M. Liaison to Council offices, Commissions, and community groups.

City of Long Beach Department of Public Works, *City Project Management Officer 2002 -2008*

Oversee the management, budget, and schedules of all Public Safety, Parks and Recreation, Library and Civic Center projects, from consultant selection through design and final construction. Also work on major master planning and facility assessments for all facilities. Responsible for regulatory and environmental compliance on all projects. Oversee a staff of 11 Civil Engineers / Architects/ Inspectors /Project Managers. Responsible for approximately 100 projects and \$100 Million dollars of funding.

Los Angeles County Dept. of Parks and Recreation, *Division Chief, Project Management Division 1998 – 2002*

Responsible for administration and implementation of \$285 million dollar Capital Improvement budget, resulting from California Bond Acts of 1992 and 1996. Projects range from construction of new park facilities, nature centers and sports complexes, to refurbishment and renovation of existing facilities. Staff of 35.

E. Relevant Project Experience and References

Over the last 20+ years, Totum has been the construction manager for well over 250 projects, from small tenant improvements, through large, complex grounds up construction on a 9 acre highly contaminated site into a LEED gold union hall, new schools and major seismic retrofits and curtain wall replacements on high rise buildings as well as parks, historic seismic retrofits and homeless shelters. The project types we have managed include facility types listed in the RFP Scope of Work, Section 3 such as: fire stations, libraries, city halls, police stations, community centers, parks and beaches.

We provide herewith 3 references for similar type projects completed within the last 4 years. Also see additional projects. Of the staff listed Section D, Danny Kaye, Alexandro Pinel and Pat Lappin have all been involved with these referenced projects.

Project #1. Supernal @ Hyundai – Phase 1a / 1b ~\$10MM
Period: August 2022 – Present
Client: Supernal
Contact Name: Niraj Nath
Head of Facilities Strategy & Management
niraj.nath@supernal.aero
510 371 2625

Totum managed the “**dirt to done**” fast-track build of a 90,000 sq ft desert site for Supernal. Other phases pending. See profile.

Project #2. Michael Rodgers Community Center ~ \$2MM
Period: December 2021 – December 2022
Client: City of Huntington Beach
Contact Name: Chris Slama
Director of Community & Library Services
City of Huntington Beach
cslama@surfcity-hb.org
714 536 5495

Totum managed the project from bid award through completion. Demolition of existing building, renovation of existing building. Construct new Park and parking lot. See profile.

Project #3. Edison Community Center ~\$1.2MM
Period: December 2020 – December 2021
Client: City of Huntington Beach
Contact Name: Chris Slama
Director of Community & Library Services
City of Huntington Beach
cslama@surfcity-hb.org
714 536 5495

Totum managed the project from bid award through completion. Demolition and substantial renovation of existing building. See profile.

**15130 Ventura Blvd.
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p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,
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310 351 0138 m

Giulio Zavolta, LEED AP
310 291 4074 m

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danny@totumconsulting.com
giulio@totumconsulting.com

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Project #4. City of Placentia Navigation Center ~\$3MM
Period: August 2019 – April 2020
Client: City of Placentia
Contact Name: Luis Estevez
Deputy City Administrator, Public Services & Infrastructure
lestevez@placentia.org
714 993 8120 - 714 528 4640

Totum managed this APWA award winning project from concept, design through completion. Fast track conversion of a warehouse into a homeless navigation center and replaced site modification. See profile.

Others:

Project #5. CCRC Head Start School ~\$2.5MM
Period: October 2021 – November 2022
Client: CCRC
Contact Name: Eric Corrales, MBA
HS Operations Manager
ECorrales@ccrcca.org
818 717 4508 - 818-377-1522

Totum managed the project from design wrap up through bid and completion. Located in Lancaster, CA. This was a conversion of large retail space into modern head-start school.

Project #6. Huntington Beach Navigation Center. ~\$6MM
Period August 2020 – December 2020.
Client: City of Huntington Beach
Contact Name: Sean Crumby
Director of Public Works
sean.crumby@surfcity-hb.org
714 206 6639

During the peak of Covid Totum provided preconstruction and construction management services and managed multiple contractors for this extremely fast tracked and critical project for a 150-bed homeless shelter. 12,000sq ft facility in a sprung structure on a 2-acre site. Overall hard costs of about \$6M. See profile.

Project #7. Occidental College ~\$12MM
Period August 2018 – December 2020.
Client: Occidental College
Contact Name: Thomas Polansky (Now at the Huntington)
Facilities Director
tpolansky@huntington.org
626 405 2252

Multiple complex renovations of several occupied facilities including the Anderson Center and other special project including the Gilman Fountain restoration, Sycamore Glenn restoration and several roofing projects.

2024 On-Call Program Project Management & Construction Management



Project Profile

Placentia Navigation Center

Fast Track - Completed March/ April 2020

~10,000 sq. ft. Interior Improvements with Partial Site Work

Hard Cost: ~\$3,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Critical timeline, driven by lawsuit.
- Emergency provisions allowed special procurement route
- Select, limited bidder list (prequalified).
- Requirement for all new utilities as exiting warehouse had limited power, gas, water etc.
- CASp reviewed for compliance.
- Special seismic upgrades required prior to work commencing.
- Partial grant funded.

Change Orders: ~10%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction for all phases.

Contractor: Cannon Constructors

Architect: Totum

Client: City of Placentia / PATH Homeless Services

Special Issues: Critical timeline, upgraded utilities, ADA improvements to hardscape. Impacted by COVID.



Project Profile

Huntington Beach Edison Center ADA / Renovation

Fast Track - Completed March 2021

~11,000 sq. ft. ADA and Interior Improvements

Hard Cost: ~\$1,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Critical timeline for opening
- Traditional design-bid-build
- Bid with Qualification Requirements
- Low Bidder Rejected

Change Orders: ~8%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction for all phases.

Contractor: Horizons Construction

Architect: Pacific Rim Architects

Client: City of Huntington Beach

Special Issues: Hazmat abatement, covid climate, limited budget.



2024 On-Call Program Project Management & Construction Management



Project Profile

Park and Community Center **2021-2022**
Huntington Beach, CA

2,625 sq. ft. single story major renovation, parking lot and park.
Hard Cost: ~\$2.5MM. Includes renovation, park and parking lot

- Public Client
- Competitive Bid
- High Profile

Change Orders: ~5% of which ~2% was added scope.

Totum Role: Construction Management, overseeing project from award through completion.

Contractor: Legion Builders

Architect: RJM

Client: City of Huntington Beach

Special Issues: Dealing with community, long lead times caused by covid. Fire department use of the demolished community center for training.



Project Profile

Public Safety Building, Long Beach, CA 2005

162,000 sq ft 2+6 stories

\$17.5M Seismic / Shell / Core

\$8.5M Tenant Improvement

Duration: 24 months (construction portion)

Awards: CMAA 2005 construction management for public works project <\$50M

Totum Role: Totum staff was Construction Managers with 3D/International for this project, with day to day on site CM /PM services.

Contractor: Swinerton Builders

Architect: Nadel / Langdon Wilson

Client: City of Long Beach, Department of Public Works

Special Issues: Required over 16 months of planning, and the creation of temporary facilities including a temporary fire station, at locations around the City for the fire and police department as well as the mandatory requirement to keep portions of the building fully active for police and jail functions to keep the facility licensed. Created an additional 1,500 sq ft community center by infilling covered exterior portions of the building.

Special Features: Fully abated, new MEP systems, cool roof, seismic upgrade to "critical facility" standards, New generator, restrooms, stair pressurization, new kitchen, walk in refrigerators, new curtain wall system, new state-of-the-art jail hardware and seismic monitoring equipment installed by CSULB.



2024 On-Call Program Project Management & Construction Management



Project Profile

County Courthouse Demolition 2015 -2016

Long Beach, CA * on track for 5/31/16 *****

~340,000 sq. ft. 6 story 1960's structure with subterranean parking

Hard Cost: ~\$6.9MM. Includes site demolition / grading

- Competitive Public Works Bidding
- Substantial hazmat abatement
- Extremely fast track with no ability for time extension
- Totum assisted as PM / CM from concept through completion
- Critical coordination with SCE and utility companies
- No "design team". Totum had to ad-hoc bid documents in compliance with City standards
- Required PLA

Change Orders: ~15%, 5% anticipated as added scope.

Totum Role: Construction Managers, contractors, and overseeing project from design process through completion.

Contractor: Environmental Construction Group, Signal Hill

Client: City of Long Beach Economic Development

Special Issues: Substantial Hazmat, Coord with PD, SCE.



Project Profile

Mark Twain Library, Long Beach, CA

16,070 sq ft

\$8.2M shell / core

Type 5 fully sprinklered, wood framed, stucco, built up roof / metal roof.

Duration: 11 months to substantial completion

Change Orders: <2%

LEED Certified – Silver

Totum Role: Construction Managers overseeing project from design to completion. Initially with 3DI and then as a consultant to Parsons-3DI.

Contractor: Swinerton Builders

Architect: CWA, Glendale

Client: City of Long Beach, Department of Public Works

Special Issues: LEED boot camp, partnering, Section 3 labor outreach required and complied, public art pieces, neighborhood input.

Special Features: Yellow brick road, salt water aquarium, 3D pop out book bench.

LEED Consultant: Jim Ogden (Now with 3QC Inc)



2024 On-Call Program

Project Management & Construction Management



Project Profile

City of Long Beach El Dorado Nature Reserve – Replacement Pedestrian Bridge, Signage and Amphitheater.

2016-2017

Parks and Recreation

Hard Cost: ~\$750,000

- Competitive Bidding / Public Works
- Totum provided Construction Management
- Totum provided preconstruction and construction phase assistance
- Deadline for work scope due to seasonable nesting requirements for wildlife.

Change Orders: ~10%, For Owner Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction

Contractor: Bitech Construction Company

Architect: AHBE

Client: City of Long Beach / Public Works / Parks and Recs

Special Issues: Pre-order of Bridge Shop Drawings prior to Bid Process, Totum 2nd project at this location within 5 years. Grant funding from Regional Mountain Conservancy



Project Profile

East Division Sub Station

2014 -2016

Long Beach, CA

~24,549 sq. ft. police sub station geared towards juvenile detention. ~204,000 sq. ft. Sitework

Hard Cost: ~\$6,100,000. (~\$244 per sq. ft.) Includes site and FF&E

- Competitive Public Works Bidding
- Demolition down to studs and slab
- Substantial hazmat abatement
- Totum assisted as PM / CM from concept drawings through completion

Change Orders: ~8% of which ~4% was added scope.

Totum Role: Construction Managers, contractors, and overseeing project from design process through completion.

Contractor: Robert Clapper Construction

Client: City of Long Beach

Special Issues: Historic building, addition of an elevator.





ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

F. Understanding & Approach

**15130 Ventura Blvd.
Unit A
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Principals

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310 291 4074 m

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danny@totumconsulting.com
giulio@totumconsulting.com

Having worked for multiple municipalities going back 20 + years, for clients such as the City Long Beach, Huntington Beach*, Carson* Azusa*, Placentia*, Irvine* and Santa Monica* [* currently working with or recently finished a project], we have learned, complied with, and even helped edit, certain city processes and worked with them with alternate and specific procurement methods.

With our experience working at our city clients as well as long term clients like UCLA, BHUSD and other private clients, we have dealt with all public agencies, city, county, state and federal, including DSA and OSHPD on federal and state funded projects.

We have found most clients have differing forms and protocols. Charter City’s also vary. We work with the city forms and processes and have even improved them and picked out errors. We have also automated them, so they are more efficient and have supplemented them with our own forms we have created to enable the city, the public work and or parks and recs staff, to have better controls. From our engagement, we work with our forms and city provided formats.

Of the projects within the RFP Section 3 Scope of Work that you indicate you are undertaking, there are the numerous types of projects with which we are very familiar, experienced, and comfortable managing.

As a small firm, we are very hands on. Our project team shall be led by Danny Kaye, as the day-do-day person. A small project can be managed differently than a large project, so we would need to assess each projects needs.

We are very suited to help you with building type projects such as new build, renovations, seismic upgrades, demolition and park projects that have special needs.

Our approach to management of any project is to create a collaborative environment and treat every team member as a vested stakeholder. There are contracts, with their related terms and conditions, for most of the project delivery team members and these must be complied with, but it is in everyone’s best interests to collaborate and that in turn enhances the rate of success. Our goal is to minimize the risks, increase the opportunities to maintain the budget and deliver the project with the desired quality and within the schedule. We utilize practices, tools and standards we have perfected over the years and modified in line with the Construction Management Association of America (CMAA) published standards. We ensure we get familiar with all stakeholders, agency and project specific issues. We have very recent experience working on City projects including the extremely fast track

ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Navigation Center and currently the Public Safety Building. We know how to work with our City clients and provide for the services you have outlined. We understand the need to have projects completed within strict deadlines. We know the logistics and complexities involved with all aspects of a project, from concept through completion as we proved for the fast track HB Navigation Center. We are familiar with most software systems and assess their needs for each project and client requirement.

Our primary objective is to provide you a team that can professionally manage a specific project, from a part time person through several full-time team members, which we are confident we have, and to staff the project with adequate hours necessary for Totum and consultant support as needed to start a project correctly, with budget and constructability and realistic timelines.

Our second objective is to ensure the bid documents [plans and specifications] have been checked, are thorough and structured and capture all project needs.

The third objective is to work collaboratively with the contractor (and other consultants), be open and clear with issues, including cost, schedule and logistics and to ensure all stakeholders are kept in the loop. You must be briefed of any issues before the city manager, council and the mayor are informed blindly.

The following categories is our understanding of the City's needs and our general approach to managing projects.

Preconstruction:

From our engagement onwards, we take on our role as an "extension of staff" and become vested in your project. We elaborate below on some of our methodology based on your outline of scope of services. All tasks you refer to on pages 5 to 10 of the RFP are standard practice for Totum and our consultants and our services can go beyond the listed items. If needed, we would also be able to assist the City with any documents and tasks in order to obtain funding for grants.

As part of the initial kick-off team meeting, we would seek to define all roles, milestones and expectations and ideally have, a "light" partnering meeting. We would also discuss any value-added benefits or tasks we think you may need.

Upon selection on a specific project, we'd set up typical project files and a drop box for the team and initiate a kick off meeting. We'd create the agenda and chair the meeting, set goals and milestones and ensure they are met. We'd provide an initial simple milestone schedule and get stakeholder buy-off. **See page 25 for a sample master budget review.**

We will work with your team, with constructability and buildability review of the plans, provide cost estimating, help with the appropriate plan check agency,

ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

compilation of bid documents including review of plans and specifications in detail, and the bid process, run the bid walk, assist with bid addendum and up to contract award. Initiating the bid process will be an early task and using experience and techniques for multiple public agencies, we shall issue a procurement sequence for City approval and set up the bid process that will yield suitable bidders.

Campfire USA		Landscape Buffer	28,000 Sq Ft	1/18/16 bid Totum Corp
Gabion Phase		Gabion Wall	915 Lin Ft	
		Wood Fence @ Gabion	150 Lin Ft	
		Builder Courtyard	5300 sq ft	
Mobilization	\$ 5,000			
Survey	\$ 3,500 Hanson			
Safe off / Prep	\$ 5,000			
Soft Demolition	\$ 20,000 Light poles, perimeter fence, etc			
Degrub	\$ 22,500			
DWPPP	\$ 15,000 Sand bags etc			
			71,000	
Gabions				
Layout	\$ 3,500			
Excavate	\$ 17,792 Remove 1' dirt			
Export	\$ 6,168 1' dirt @ gabion footing			
Compact	\$ 5,831 Compact 1' dirt to 92%			
Footings	\$ - N/A. On grade. Within fence cost for fence			
Cages	\$ 96,000 3 @ 3'x7' modules; 1 @ 1.5'x1.5'	Budgets received by vendor		
Cages	\$ 15,000 Rings, tools, ties etc	Budgets received by vendor		
Cage assembly / rock fill	\$ 217,500 Rock or lower priced material	Budgets received by vendor	361,890	
Landscape / Irrigation				
Trees	\$ 19,000 Pierre Proposal / Budget			
Tree trimming / Misc.	\$ 28,000 Pierre Proposal / Budget			
General Landscape / Amend	\$ - Suggest \$20,000 allowance. Not in this budget			
Irrigation	\$ 67,000 Pierre Proposal / Budget			
Misc.				
Fence @ Gabion Wall	\$ 22,500 150' wood fence 7'			
DG Pathway	\$ 25,350 7,800 sq ft			
Fence @ trash enclosure	\$ 12,000 Wood per plans 90'. Not in original scope			
Lighting Allowance	\$ - N/A			
Fire Truck Access	\$ - N/A			
			61,350	
Builders Courtyard				
Fence @ Builders Yard	\$ -			
Pavers	\$ -			
Contingency				
Totum on the OVERSIGHT	\$ -			
CH&P	\$ -			
Total	\$ -			

As of 6/11/16:
Sunquest - Gabions \$322,960
Garza - Demo, grading, grubbing \$48,552
Pierre Landscape / Irrigation: \$120,894
Total: \$492,406.
We have \$619,000 in the budget. Thus we are currently projected to be \$127,000 UNDER budget. We may need to pay additional costs for a timer, added gate and some other mods* but we should finish ~\$100,000 under the equivalent budget.
We still need to price out and eventually do the carson wood fence and the builders yard.

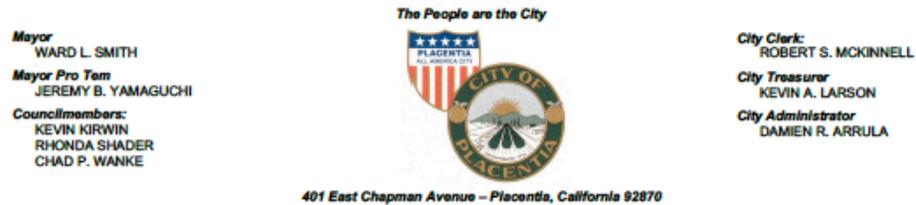
DRAFT

Azusa Senior Center Remodel Prelim ROM - EXTERIOR ELEMENTS ONLY						1/16/24 13:19
#	Item	Notes	Quantity	Rate	Extended	
0	Demolition	Above grade Site Demo, Grading etc.	1	25,000	25,000	
			3000	15	45,000	
2	Parking Lot	Repair / Slurry coat	27169	6	163,014	
	Parking Stalls	Re-Stripe	62	150	9,300	
		ADA stripes / Signage	5	500	2,500	
		Added trees	15	750	11,250	
	DG	ADA Peninsula / Classroom / Lounge	4400	12	52,800	
	AC	AC due to rework of entry	1	25,000	25,000	
	Landscape	New	600	6	3,600	
	Irrigation	Rework	1	7,500	7,500	
	Grasscrete	New	200	65	13,000	
	Turf	Multi-purpose area	1000	8	8,000	
	ADA	ADA Parking misc	5	250	1,250	
3	Concrete	Poured wall 36"	170	60	10,200	
		ADA Walkway / Path	3345	25	83,625	
		Drop off		inc		
		Outdoor seating area		inc		
		Footings for CMU steel	9	1,500	13,500	
4	CMU	Arc Wall inc footings	720	120	86,400	
5	Misc. Metals	Entry Gate @ Turf Area	2	4,500	9,000	
		Fence @ Turf	35	140	4,900	
6	Wood Framing	Wood Trellis @ entry	1	50,000	50,000	
		Steel for Arc Wall	6	3,500	21,000	
8	Doors	New doors into Exterior Classroom	4	3,500	14,000	
9	Stucco Coat	Arc wall skim coat	160	135	21,600	
	Paint	Existing block walls	1	50,000	50,000	
		Paint over stucco - Arc wall	1584	3	3,960	
10	Planters	Planter and landscape	200	30	6,000	
	Canopies	1x new canopy system	800	85	68,000	
	Tables / Chairs	New, TBD	11	2,500	27,500	
	Signage	New, TBD	1	15,000	15,000	
16	Lighting	Added Parking lot lighting	2	3,500	7,000	
		Other lighting	1	50,000	50,000	
17	Scope TBD	Items required but not shown on concept	1	200,000	200,000	
Sub Total				\$	1,108,899	
Contingency			20%	\$	221,780	
				\$	1,330,679	
GC Overhead and Profit			25%	\$	332,670	
Sub Total				\$	1,663,349	
Soft Costs			20%	\$	332,670	
Master ROM					\$ 1,996,018	

AZUSA SENIOR CENTER REMODEL
740 N DALTON AVE, AZUSA, CA 91702
104422

ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

NIBS and Bid Documents. Totum frequently creates [edits from the city boiler plates] the front-end documents for the bid package as well as fully review and mark up, the design team technical specifications. Our knowledge of public works projects enables us to look for conflicts and errors, whether it is sole source specifications without “equals or conflict / clashes with other sections. Most design team re-use specifications and we often find errors including references to a project that is not related to this one! Below you can see a NIB totum issued on behalf of the City. FYI, Totum fully managed this pre-bid conference with sign in sheet, hand outs etc.



Placentia Public Safety Center Phase 2 Notice Inviting Prequalified Bidders (NIB)

Tuesday, December 13, 2022

Dear Potential Bidder:

There shall be a mandatory pre-bid conference and site walk through on:

Monday December 19, 2022, at 10am.

Location: Project site, 2999 East La Jolla Avenue, Anaheim, CA 92806.

Bids shall be due on Thursday, January 26, 2023, 4pm through PlanetBids.

Please arrive promptly and no later than 10am at the main gate. There shall be a sign in sheet. All attendees must attend the entire duration and sign out at the end. Once the job walk commences, no other participants are allowed to attend. Your vendors / subcontractors are not required to attend, although you may bring them if you desire. There will be other set dates, during the Bid process, that we shall make the site available for additional site visits. The completed sign in sheet shall be made available to all that request it.

Plans and Specifications shall be formally made available via PDF, Thursday December 15 via PlanetBids.

We look forward to meeting you at the mandatory pre-bid conference and walk through.

Regards,

Totum, on behalf of:

Masoud Sepahi, PE, LEED GA, City Engineer
Direct Line: (714) 993-8132 (949) 375-6599
msepahi@placentia.org

At the **pre-bid meeting**, we would have a sign in sheet, agenda and run it like all of our other many pre-bid conferences we carry out for prior projects with Huntington Beach, UCLA, City of Long Beach and Placentia to name just a few.

Construction Phase:

We would initiate a kickoff meeting with the contractor, client team and design team and all stake holders [including our labor compliance coordinator, local unions if applicable, testing and inspection consultant, client maintenance teams], create the agenda, attend and manage all weekly meetings, review contractors schedule and milestones to ensure they meet with the project requirements.

We would prepare reports for City staff to use for approval/award of projects.

The assigned project / construction manager, apart from coordinating and managing the weekly construction meetings, would assist the team with submittal review and tracking, RFI's and change orders, utilize our team for all change order reviews as part of a quality control program. Totum provides weekly photos and "Week at a Glance" reports as well as monthly reports that clients of ours have required to issue to their agencies such as RMC, HRSA and CDBG. **Image to right: Typical minutes / agenda.**

Our staff are trained to ensure that the contractor's payment application and schedule values matches the contract and that they invoice correctly with accurate % complete and that they include all releases and "deliverables" required for payment along with any CDBG vouchers and forms

required. We'd make sure that all quality control aspects were reviewed prior to approving any payment applications. This would be through our project / construction manager, who may enlist our QA / QC staff if needed. Sometimes, an independent review makes sense.

ConstMtg#4 012220.xlsx 1/20/20
Meeting Minutes



Placentia Navigation Center
Location: City Hall
Date: 1/22/20
Time: 8.00am Construction with 9am Users
Meeting: 4 Construction



Prior Meeting Attendance			
Attendees:	Present	Absent	Distribution
Karen Crocker, City (KC)-Interim Dir Community Services		X	
Veronica Ortiz, City (VO)- Community Services Supervisor	X		
Matt Brand, City (MB)- Program Coordinator		X	
Luis Estevez, City (LE)- Dir Public Works	Phone		
Danny Keys, Totum (DK) - SCM	X		
Pat Lappin, Totum (PL) - SCM	X		
Alejandro Pina, Totum (AP)- CM		X	
Dan Brogan, Cannon (DB)- PM	X		
Jesse Mayorga, Cannon (JM)- Superintendent	X		
Giulio Zavotta, Totum (GZ)-Design Principal		X	
Eva Terzi Totum (ET)-Design Assistant		X	
John McClelland, Cannon (JM)- Principal		X	
Teacila Uribe, Path (TU)		X	
Marsha Samuel, City (MS)	X		

Note: Items that are complete will appear on next meeting as old business and then deleted.

Item	Description	Action	Date 1	Complete
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Weekly Updates and Planning

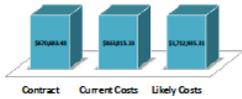
WR	Weekly Re-Occurring			
WR1	Submittals			
WR1.2	Team reviewed Submittal log dated 1/7/20. Of the unanswered submittals, # 8, 18 & 35 have the highest priority. Totum will provide the correct list of plumbing fixtures to Cannon for Submittal #18. Cannon working on scrim colors, cost and timeframes prior to submitting. Cannon pushing to get the light fixtures submitted. Team will need to review the portable cabinets to provide stability.	Cannon	1/8/20	
WR1.3	Log dated 1/14/20 reviewed. Cannon moving forward with scrim per manufacturer requirements. Painting scrim TBD. Lighting fixtures need to be decided by Friday 3pm. Priority of open submittals is 8, 15 & 32.	Team	1/15/20	
WR1.4		Team	1/22/20	
WR2	RFIs			
WR2.2	Team reviewed Submittal Log dated 1/7/20. #26 & # 27 have priority.	Cannon	1/8/20	
WR2.3	Log dated 1/14/20 reviewed. Most important to answer are 26 (Door colors) plus 32 & 33 which go together. #24 was answered but needs more input by the Civil Engineer. The issue of structural integrity and ADA access to the outdoor shed needs to be an RFI. Meanwhile Jesse to review the shed with City Inspector.	Cannon	1/15/20	
WR2.4		Cannon	1/22/20	
WR3	CORs / Change Orders			
WR3.2	What's pending: Cannon will provide ROMs for pending extras: reframe the overhang, concrete slab removal and replacement, scrim colors if required, plumbing fixtures, 2 new windows.	Cannon	1/8/20	
WR3.3	The PCO for re-frame of the overhang was received and approved.	Cannon	1/15/20	
WR3.4		Cannon	1/22/20	

ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

totum

BLU HBNV 111120.xlsx as of 11/11/20

Owner CD	City of HB - Edison	Amount	CD	CDR / Change Directives Priced	\$ Approved
1	Contract (Original cost)	\$ 670,683.48			
1	Site electrical UG & below grade	\$ 163,131.75			
2		\$ -	2	Survey and engineering	\$59,196
3		\$ -	3	Site related set up, ECP etc	\$23,210
4		\$ -	4	Drinking fountains	\$27,268
5		\$ -	5	TBD	
6		\$ -	6	Onsite concrete, block wall footing / demo etc	\$146,843
		\$ -	7	Offsite Concrete	\$107,127
		\$ -	8	SCE related work	\$47,308
		\$ -	9	N/A	
		\$ -	10R	Trash enclosure inc gates and cover, canopy	\$105,605
		\$ -	11	All onsite wrought iron fencing, gates etc	\$160,680
		\$ -	12	TBD	
		\$ -	13	CCTV and related work	\$80,725
		\$ -	14	Whap up rough grading of site	\$23,563
		\$ -	15	CMU wall with split face and cap	\$42,606
		\$ -	16	TBD	
	Total CD to Date	\$ 163,131.75			
	Current Contract Total	\$ 833,815.23			
	Payment Application (NET) to date	To Period			
1	\$ 748,855.19	11/5/20			
	Total Payment	\$ 748,855.19	Total CD's	\$824,128	
			Misc. Items (Pending With Rough ROM)		
			12 Conduit for gates	\$15,000	
			5 Underground material expedite	\$7,500	
			10 Approved utility plans	\$26,000	
			5 Added IT costs cameras etc	\$7,500	
	Amount remaining inc. retention	\$ 84,960.04	Total Estimated	\$55,000	
	Summary		Gu estimates		
	Original Contract Sum	\$ 670,683.48			
	Current Contract Sum	\$ 833,815.23			
	Likely Contract Sum	\$ 1,712,935.31			
	% Over Original Contract	24.3%			
	Likely % over original contract	155.40%			
	Amount Paid (NET)	\$ 748,855.19			
	Amount Remaining (Gross)	\$ 84,960.04			
	% Paid (Current Contract)	90%			
	Estimated Costs to date:	\$ 1,712,935	Total Gu estimates	\$0	
	Max not to Exceed Goal	\$ 1,775,000			
	Contingency Balanced	\$ 62,065			



Our experienced staff will help with all issues that could arise on site with field conditions, inspectors or client changes. Our project / construction manager would update budgets and schedules and advise the selected stakeholders if and when any issues arise and how they are to be remediated or mitigated.

Totum utilises our "BLU" form (*image to left*) to track and update construction budget changes. We track change orders and potential change orders to keep our clients aware of the budget and contingency status. This shows the City instantly, that with known costs and project costs, there is still funds available before they would need to go back to council. At various stages, the risk is higher than other stages depending on the project progress and intended added scope whether change order or other fiscal adjustments. It also shows funds paid; balance left in the contract etc. Our clients find this a helpful tool. Our knowledge of what the city clients needed helped us perfect this form.

During construction communication would typically be through out project / construction manager. We would liaise with your assigned staff member and keep communication through the protocols and hierarchy agreed for both verbal and written communications. We shall liaise with the contractor and consultants accordingly. Any direction that requires correspondence to be tracked shall be followed with an email/letter/memorandum to file. Image to left, **sample for tracking master budget. Typical schedule below.** We would monitor the contractor's safety program and performance.

City of Placentia, Navigation Center Master Budget					
Categories	Description	Baseline Budget	Est/Act	Current Budget	Expenditu
1 Administrative					
A1.1	Legal Fees	\$ 50,000	Est.	\$ 50,000	\$
A1.2	Escrow Deposits	\$ 100,000.00	Actual	\$ 50,000	\$
A1.3	Building Purchase	\$ 2,717,095.00	Actual	\$ 2,717,095	\$ 2
A1.4	Builders Risk Insurance				
A1.5	Utility Usage By City		Est.	\$ 26,000	\$
A1.6	City Fencing & Misc			\$ 4,000	\$
	Sub Total	\$ 2,867,095.00		\$ 2,847,095	\$ 2
2 Reports/Investigations					
R11.1	Utility Invest	7,500	Actual	7,115	
R11.2	GeoTechnical	7,500	Actual	-	
R11.3	Haz Materials	-	Actual	2,195	
R11.4	Appraisal Fee Ana & Melrose	10,000	Actual	12,062	
R11.5	Environmental Site Assessment	29,000	Actual	30,219	
R11.6	Property Condition Assessment	6,000	Actual	5,200	
	Sub Total	60,000		56,791	
3 Entitlement/Plan Check/Permit Fees					
EPP1.1	Plan Check	\$ 22,750	Actual	\$ -	\$
EPP1.2	Permit Fees	\$ 22,750	Actual	\$ -	\$
EPP1.3	Planning				\$
EPP1.4	Developer Fees (School Fees etc)				\$
	Sub Total	\$ 45,500		\$ -	\$
4 Utility Fees					
UF1.1	Electric SCE	\$ 25,000	Est.	\$ 15,000	\$
UF1.2	Water / Sewer	\$ 25,000	Est.	\$ 20,000	\$
UF1.3	Gas	\$ 10,000	Est.	\$ 10,000	\$
UF1.4	Phone/Data	\$ 10,000	Est.	\$ 5,000	\$
	Sub Total	\$ 70,000		\$ 50,000	\$
5 Design Consultants					
DCL1	Totum Design	\$ 225,000.00	Actual	\$ 286,100	\$
DCL2	Mechanical	\$ -			
DCL3	Electrical	\$ -			

City Change Order Forms: This is a recent draft change order on our City of Placentia project. We draft and issue for our city clients. On a private project, it would likely be an AIA form.

Contract Change Order No.1																			
Placentia Public Safety Center Butler TI																			
City of Placentia	Loengreen																		
JIN: 2022-23																			
<p>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:</p>																			
Description of work done, estimate of quantities and prices to be paid.																			
<p>1 This Change Order provides: a) Extra work as listed in Exhibit A and the detailed CORs #01, 02, 03, 05.1, 06, 07, 08, and 09.</p> <p>2 This Change Order came about from: a) Due to the need for Contractor to A) install a temporary 400 amp panel because of the long lead time of the 1200 amp panel specified in the bid documents; B) To purchase alternate HVAC equipment due to long lead time of items in bid documents; C) Provide credit for items removed from Loengreen's scope including electrical scope, card reader and camera equipment, and interior walls; D) Install additional light fixtures not included in bid documents; E) Provide additional connections for new HVAC equipment; F) Provide additional low voltage conduit; G) Install additional conduit for revised IDF location; H) Expedite Panel EM1 delivery to meet project deadlines.</p> <p>3 Action to be taken: a) The Contractor was directed to perform the additional work items and order the necessary equipment accordingly.</p> <p>4 Compensation a) Adjustment of Line Items exceeding 25% b) Extra work d) Credits</p> <p style="text-align: right;">\$ - \$ 93,455.39 \$ (111,945.30)</p> <p>Total \$ (18,489.91)</p> <p>5 Contract Time Extension a) N/A</p>	<p>In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is a Contractor initiated change and includes all labor, equipment, materials, and supervision and Administration.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">CHANGE TO CONTRACT COST:</td> <td style="width: 50%;">CHANGE TO CONTRACT TIME:</td> </tr> <tr> <td>Contract Amount: \$1,324,000.00</td> <td>0 Working Days</td> </tr> <tr> <td>Previous CCOs: \$ -</td> <td></td> </tr> <tr> <td>Adjustment of Line Items Exceeding 25% \$ -</td> <td></td> </tr> <tr> <td>Total Extra Work \$ 93,455.39</td> <td></td> </tr> <tr> <td>Total Field Adjustments \$ -</td> <td></td> </tr> <tr> <td>Total Credits \$ (111,945.30)</td> <td></td> </tr> <tr> <td>Changes in Line Items: \$ (18,489.91)</td> <td></td> </tr> <tr> <td>Current Contract price: \$ 1,305,510.09</td> <td></td> </tr> </table> <p>Prepared by: _____ Danny Kaye, Senior Project Manager, Totum Consulting</p> <p>Recommended: _____</p>	CHANGE TO CONTRACT COST:	CHANGE TO CONTRACT TIME:	Contract Amount: \$1,324,000.00	0 Working Days	Previous CCOs: \$ -		Adjustment of Line Items Exceeding 25% \$ -		Total Extra Work \$ 93,455.39		Total Field Adjustments \$ -		Total Credits \$ (111,945.30)		Changes in Line Items: \$ (18,489.91)		Current Contract price: \$ 1,305,510.09	
CHANGE TO CONTRACT COST:	CHANGE TO CONTRACT TIME:																		
Contract Amount: \$1,324,000.00	0 Working Days																		
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Total Extra Work \$ 93,455.39																			
Total Field Adjustments \$ -																			
Total Credits \$ (111,945.30)																			
Changes in Line Items: \$ (18,489.91)																			
Current Contract price: \$ 1,305,510.09																			

Close Out

HB NAV		
Close Out Checklist - To Retention Release		
Item	Required	Provided
1	Ensure contract executed	
2	All change orders processed	
3	Invoice to 100% approved	
3	No liens or threats	
4	Punch list completed if applicable	
5	Sign off by City / Inspectors / Agency	
6	As Builts	
7	Guarantee / Warranty	
8	Attic Stock (materials / parts)	
9	O&M Manuals	
10	Training if needed	
11	Cx if needed	
	Once complete, retention can be funded	
Vendor:		
Contact:		

As we head into close out, we'd ensure the punch list was provided and that all corrections were made and all as-builts, warranties, and "O&M" manuals are provided. A Totum close out checklist, combined with documents that the City specifically needs shall be compiled. All close out documents would be thoroughly reviewed before hand over. A final audit of all costs would be carried out and reconciled. We'd hand over all our documents we have accumulated and explain them to the City team so that the close out package was fully understood. **Images to left, sample close out lists.**

We have worked on projects from \$25,000 to \$45,000,000 so can accommodate any project task, size or role and would customize our approach to be suitable to your project scope and needs.

We do have a simple procedures manual that outlines many of these steps that we would share with you and modify for each project.

See Project WAGS.

Please be advised that the City has informally accepted the improvements constructed as of (Date of Informal Acceptance). This informal acceptance is limited to only:

1. A release of liability from usage of the improvements by the public. This release does not include those responsibilities for accidents occurring as a result of defective workmanship.
2. Termination of contract construction time.

Retention funds withheld during this project will be released 35 days after the recordation of the Notice of Completion (NOC) by the County of Orange. In order to release the retention funds the following items must be submitted for approval, to the City:

1. Certificate of Compliance for Prevailing Wages (enclosed)
2. Contractor's Certificate of Compliance (enclosed), including unconditional lien waivers
3. Title VII Certificate of Compliance (enclosed)
4. One-year (100% of costs including change orders) Maintenance Bond (enclosed)
5. Contactor's Recyclable Tracking Sheet (enclosed)
6. Authorization from your surety to release retention funds
7. Unconditional releases from the preliminary notices
8. Final Certified Payrolls
9. "As-Built" plans



G. Scope of Work

Totum has thought this question through. Until we know what kind of project is selected, it is not really possible to add scope to the already typical PM / CM roles / tasks that you list and that we and our consultants provide.

15130 Ventura Blvd.
Unit A
Sherman Oaks
CA 91403,
818 986 9870
p/f

Principals

Danny Kaye, CCM, PMP, FRICS,
LEED AP
310 351 0138 m

Giulio Zavolta, LEED AP
310 291 4074 m

www.totumconsulting.com

danny@totumconsulting.com
giulio@totumconsulting.com

Page 5, section 3 of the RFP lists projects that may be managed, but “not be limited to”, for 13 categories [Totum is comfortable helping with many of these] and following this list, through page 10, outlines multiple tasks and roles.

While many of these tasks may be required on any specific project, it is very difficult to expand upon this without knowing a category to work on.

For example, a mechanical equipment upgrade, which Totum has managed on multiple projects in the past. We have replaced mechanical units on multiple City of Long Beach projects, as well as 150 Ton roof top cooling towers for UCLA in 2 high-rise buildings, even using helicopters. These mechanical projects require substantially less tasks than a ground up building. Therefore, it is difficult to expand upon this question, without selecting a specific project type.

H. Schedule

Below are 2 recent schedules we provided our clients to see who to take a project through completion.

**15130 Ventura Blvd.
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CA 91403,
818 986 9870
p/f**

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LEED AP
310 351 0138 m

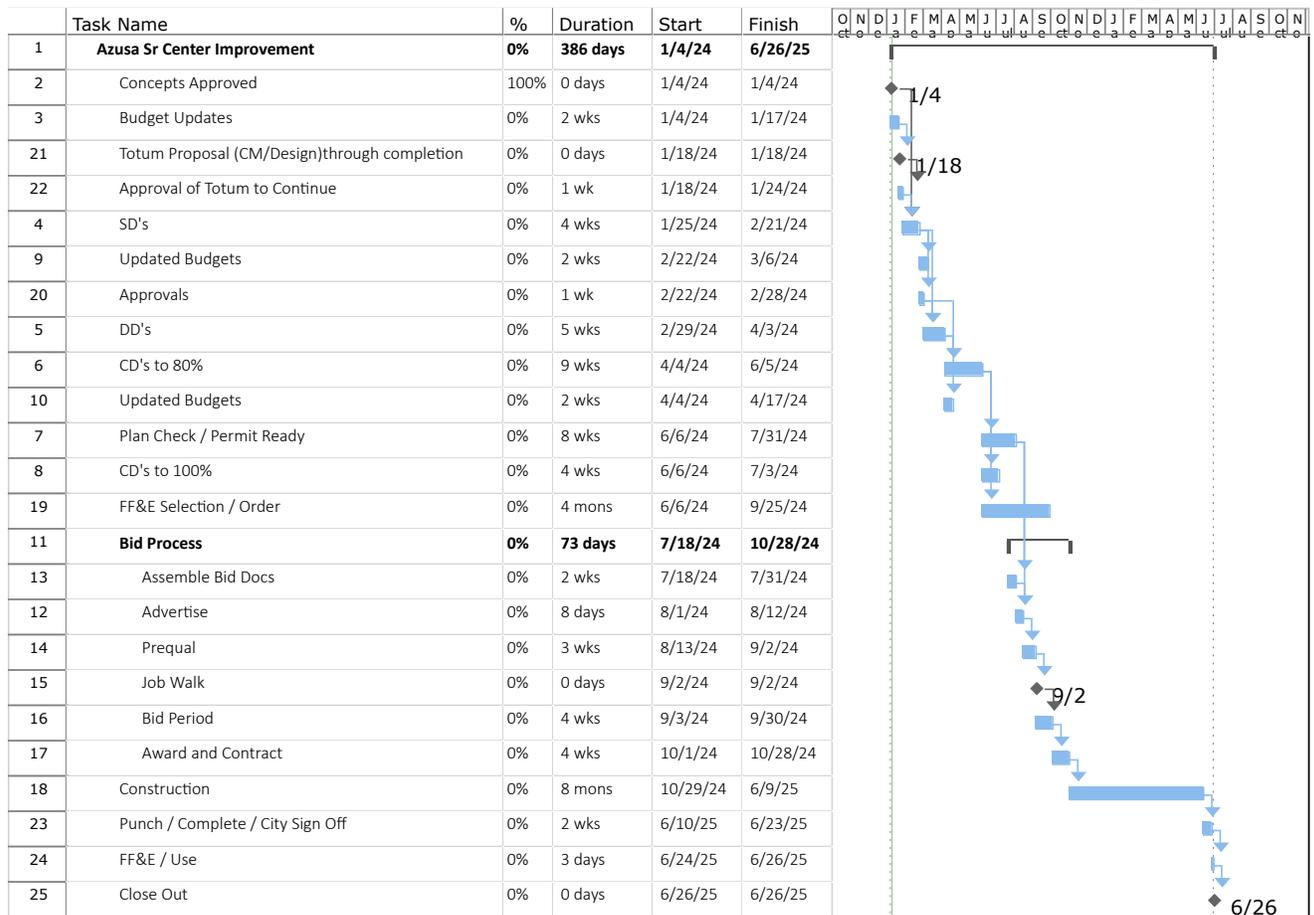
Giulio Zavolta, LEED AP
310 291 4074 m

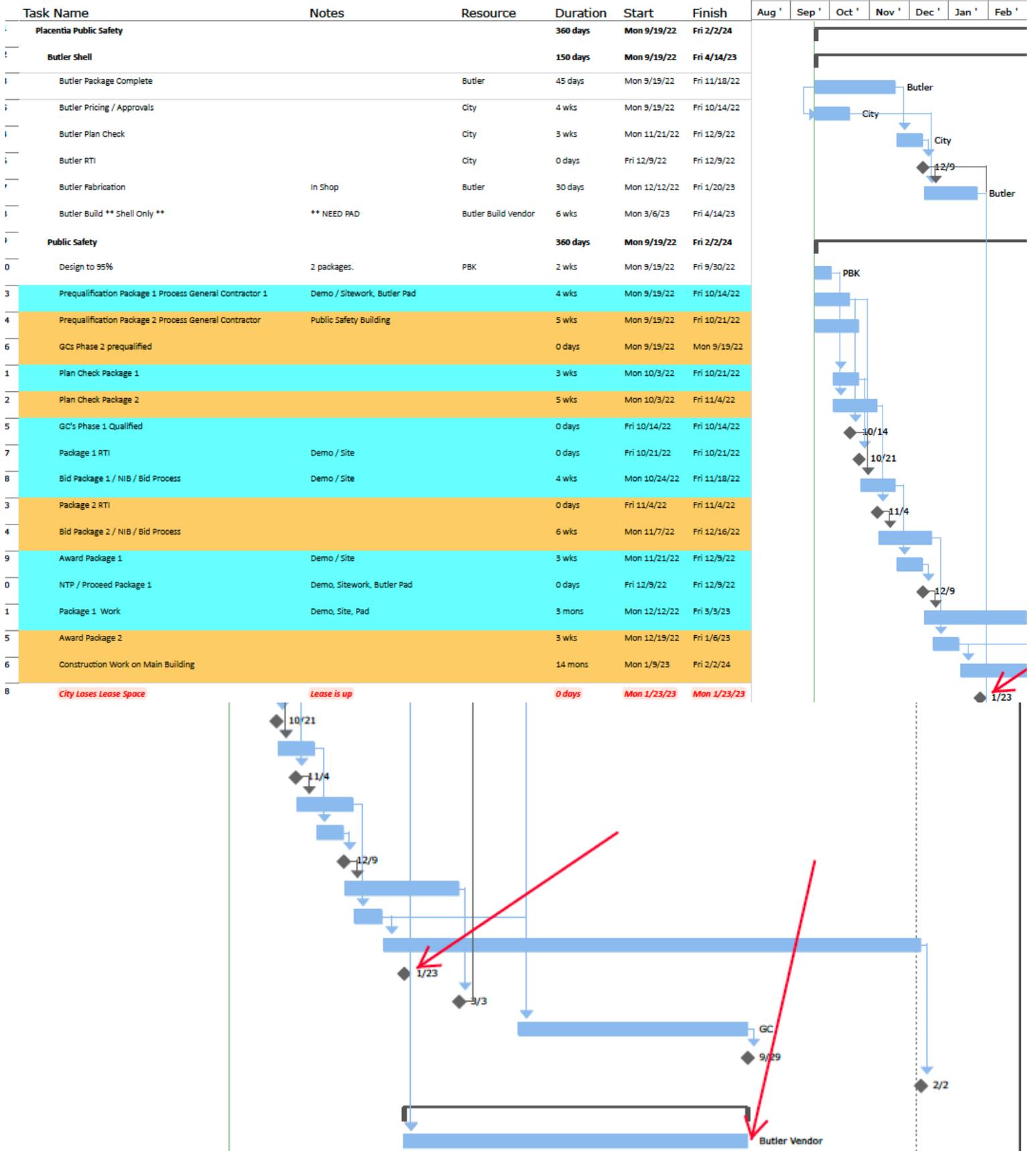
The first is for the City of Azusa. The client requested we give them a simple timeline how to get from where we are in January through to the end, particularly in light of there is politics as to when the work will start because of council elections. The second one is actually for the City of Placentia when we were timing to see how we could get the public safety building in particular the Butler evidence building complete. Do not let the dates throw you off, we all know that deviations occur whether it's rebid documents because of the budget or rain delays or just delays and approval but it's the thought logic that goes into it that's important.

www.totumci

City of Azusa - Master Schedule - Preliminary Master Schedule Concept. Sr Center

danny@totum
giulio@totum





APPENDIX B

SUMMARY SHEET

Firm Name: TOTUM CORP

Firm Parent or Ownership: S CORP

Firm Address: 15130 VENTURA BVD # A
SHERMAN OAKS CA 91403

Firm Telephone Number: 818 986 9870

Firm Fax Number: 818 986 9870

Number of years in existence: ~ 19

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: DANNY KATIE Title: PRESIDENT

Telephone Number: 310 351 0138 ^{cell} Fax: 818 986 9870

Email: danny @ totum consulting. com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: DANNY KATIE Title: PRESIDENT (SR. CM)

Telephone Number: 310 351 0138 Fax: 818 986 9870

Email: danny @ totum consulting. com

Types of services provided by the firm: PROJECT / CONSTRUCTION
MANAGEMENT

1/29/24

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: TOTUM CORP

By:  _____
(Authorized Signature)

Type Name: DANNY KANE

Title: PRESIDENT

Date: 1/29/24



ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Cost Proposal

Totum Rates 2024

**15130 Ventura Blvd.
Unit A
Sherman Oaks
CA 91403,
818 986 9870
p/f**

Principals

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LEED AP
310 351 0138 m

Giulio Zavolta, LEED AP
310 291 4074 m

www.totumconsulting.com

danny@totumconsulting.com
giulio@totumconsulting.com

As a small firm, we are very hands on. Our project team shall be led by Danny Kaye, as day-do-day person. A small project can be managed differently than a large project, so we would need to assess each project's needs.

Totum bills on an hourly basis and only bill our **actual** time spent, not "fixed" hours per week.

We do not bill for "over time", travel time, mileage, phones, copies etc. Reimbursables are billed as a direct cost.

Totum would discuss the individual project with your team and then propose / provide staffing and a NTE fee based on the rates below and on the staffing, we believed needed for it to be managed adequately, for your review, discussion and approvals. In this manner, there are adequate team members familiar with the project and adequate coverage. Not all projects require a full time PM / CM. We successfully practice this approach with many clients including Cities of Placentia, Santa Monica, Huntington Beach etc.

Staff Position	Effective Hourly Rate
Totum	
Principal / Sr. CM / Sr.PM	\$205.00
Sr. CM / Sr. PM	\$200.00
CM / PM	\$155.00
Assistant PM	\$130.00
Project Engineer	\$110.00
Inspector / QA / QC	\$125.00 - \$150.00
Office Clerical / Admin	\$ 80.00
Labor Compliance	\$125.00 - \$140.00



Danny Kaye, CCM, PMP, FRICS, LEED AP
Principal





REQUEST FOR PROPOSALS (RFP)

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

CITY OF PLACENTIA

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., TUESDAY JANUARY 30, 2024**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Date Issued: JANUARY 9, 2024

REQUEST FOR PROPOSALS (RFP)
FOR

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CITY OF PLACENTIA

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Appendix “A” – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

Appendix “B” – SUMMARY SHEET

Appendix “C” – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award 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 Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

2. PROPOSAL SCHEDULE

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection* - March 2024

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. SCOPE OF WORK

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

5. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

A. Cover Letter

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

B. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

C. Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

D. Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

E. Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

F. Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

G. Schedule

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

It is necessary to submit these elements with your RFP response. Failure to submit the required information with your response will render your proposal non-responsive.

6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7. EXCEPTIONS

8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.

9. SUBMITTAL INSTRUCTIONS

A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals 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 Request For Proposal. All proposals 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 proposal. 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 PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals 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”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
 - states "***On-Call Construction Management and Inspection Services***"
 - identifies the proposer
- Must be addressed as follows:
 - City of Placentia
 - Attn: Chris Tanio, PE, Deputy Director/City Engineer
 - 401 E. Chapman Avenue
 - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

10. EVALUATION CRITERIA

A. Selection Committee

- a. Proposals submitted will be evaluated by a Selection Committee

B. Review of Proposals

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The firm is independent and properly licensed to practice in California.
 - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
 - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

 - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
 2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
 3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
 4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
 2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
 2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be

required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

_____ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

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).

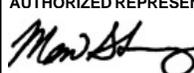
PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 TOTUCOR-01	CONTACT NAME: Marie Swaney PHONE (A/C No. Ext): 626-696-1890 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Aspen American Insurance Company	43460	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** 446657808 **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801J745121	6/5/2023	6/5/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R387030	6/5/2023	6/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB3J306445	6/5/2023	6/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AAAE10078804	6/5/2023	6/5/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
 Re: On-Call Construction Management and Inspection Services.
 City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice will be sent to holder
City of Placentia 401 E. Chapman Ave. Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(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", "personal injury" or "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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

CG D3 61 03 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB3J306445

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by  _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Z&K Consultants, INC.**

THIS AGREEMENT is made and entered into this ^{16th} 2nd day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Z&K Consultants, Inc. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant'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 Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 02, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling,

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

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Z&K Consultants, Inc.
17130 Van Buren Blvd., Suite 122
Riverside, CA 92504
Tel: (951) 310-7470
Fax: (949) 310-7470
Attn: Crystal Fraire

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Attn: Chris Tanio

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Chris Tanio, Deputy Director/City Engineer

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK



CITY OF PLACENTIA



REQUEST FOR PROPOSALS ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

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A. COVER LETTER

January 30, 2024

Chris Tanio, PE, Deputy Director/City Engineer
401 East Chapman Avenue, Placentia, CA 92870

Subject: On-Call Construction Management and Inspection Services for the City of Placentia

Dear Mr. Tanio,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Placentia for **On-Call Construction Management and Inspection Services**. Z&K is a certified **Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE)** in Southern California. Z&K specializes in the provision of Project Management, Program Management, Construction Management, Construction Inspection, Construction Administration, Pre-Construction Inspection, Staff Augmentation, and other Engineering Consulting Services. The Z&K Team has held numerous similar contracts for local agencies.

Z&K is proposing the same experienced team members that successfully managed streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements. This Team works efficiently and with great comradery with City staff to achieve the community's goals. Z&K works proactively and diligently with City staff to successfully deliver projects under budget while mitigating numerous unforeseen delays. We understand the vital importance of community outreach in keeping councilmembers with accurate project schedules and detailed outreach efforts.

Our team members' versatile experience in Construction Management and Inspection Services of major projects and staff augmentation for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services. We have a track record of performing outstanding services on similar projects through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

held **over 50 On-Call**
(Project Management,
Inspection &
Construction
Management) contracts
in the last 5 years.

The Z&K Team is prepared to quickly provide exceptionally qualified personnel. Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver successful projects. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFQ. Our team can assist the City with all aspects of the requested services. Z&K commits to providing our best Project Management, Construction Management, and Inspection services for timely project completion.

The Z&K Team offers many unique strengths and advantages for this contract, including:

- » Z&K works extensively with numerous local cities and agencies providing similar services to this RFP. Many of these contracts have multiple extensions.
- » Z&K is a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE).
- » Our team has experience successfully delivering projects within Orange County and are local to the City of Placentia.
- » Z&K has a great depth of resources with over 40 Project Mangers, Construction Managers, and Inspectors on-staff. Our team has an unmatched depth or resources and expertise on similar projects.
- » Key Personnel possess all necessary licenses and registrations required for this project.
- » Z&K Team provides **better inspector quality** because our inspectors are multi-disciplined and have construction and engineering backgrounds.
- » Z&K Team has already prepared a Risk Matrix outlining critical elements to be top priority for typical similar projects to the CIP projects that are in design and progress at the City of Placentia.
- » **Our team has reviewed the City of Placentia's CIP projects and have extensive similar experience. We have current and in-depth knowledge of the project types and has delivered over 500 CIP projects similar to the upcoming CIP's that the City of Placentia anticipates streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.**

Z&K commits to providing our best construction management and inspection services and all related services for timely project completion. We will dedicate the necessary resources to complete each assignment on time and within budget. The Z&K Team has carefully examined the projects' requirements to identify key personnel best suited to deliver excellent construction management and inspection services for this project.

Our proposed **Senior Project Manager/Resident Engineer, Zack Faqih, PE, ICC Certified, MSCE, CBO, QSD/P and our Project Manager/Contract Administrator, Brittany Duhn, PE, QSD/P** are thoroughly familiar with the City's upcoming CIP projects. Zack will personally lead the Z&K Team. He has a strong team of high-quality individuals to perform the tasks outlined in this RFP. Our team members have specialized experience in these services for public agencies and have 100% commitment to the City's Projects. Our proposed key personnel are familiar with the City of Placentia's upcoming CIP projects and know the community well.

Our Team is composed of experts in streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.

Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules. Our team is available, committed, and eager to begin work on this project. We welcome this opportunity and look forward to working with the City to successfully deliver this important project.

Our team currently holds over 50 On-Call Contracts with local cities and agencies, including, but not limited to, the following:

- » City of Lake Forest
- » City of Irvine
- » City of Newport Beach
- » City of El Segundo
- » City of Chino
- » City of Rancho Pales Verdes
- » City of Manhattan Beach
- » City of Irwindale
- » City of San Bernardino
- » City of San Marino
- » Long Beach Utilities
- » WMWD
- » LA County Public Works
- » City of Lancaster
- » City of Oceanside
- » City of Norco
- » City of Pomona
- » City of Corona
- » City of Beaumont
- » City of Temecula
- » City of Moreno Valley
- » County of Los Angeles
- » City of Eastvale
- » City of Lancaster
- » County of Riverside
- » City of Laguna Beach
- » City of Santa Monica
- » City of Costa Mesa
- » City of Compton
- » City of Torrance
- » City of San Marino
- » City of Alhambra
- » City of Norwalk
- » City of Rosemead
- » City of Costa Mesa
- » City of Carson
- » City of South Gate
- » Riverside Public Utilities
- » San Bernardino Municipal Water

Z&K will perform the services and adhere to the requirements described in this RFP, including any addenda. We understand that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. We do not have any specific portions of the proposal that are considered proprietary. Z&K will not substitute members of our designated team without approval by the City of Placentia staff. Z&K declares there is no Conflict of Interests. There has been no Collusion with other proposing firms. Z&K is able to and agrees to fulfill the indemnification and insurance requirements.

I will serve as the primary contact person for all communications pertaining to the proposal for the full duration of the contract. I am an officer empowered by Z&K Consultants, Inc. to sign such material and thereby commit Z&K to the obligations contained in the RFP response. We understand that the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract. Z&K understands the scope of services to be provided and has the overall ability and qualifications to conduct the work and provide services as it relates to key points in the RFP. By signing below, I attest that all information submitted is true and correct.

All contents of this Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. Z&K Consultants, Inc. does not have any exceptions to the language in the RFP documents and does not have any language modifications to the contract language. We acknowledge that the City issued Q&A Set No. 1 on January 23, 2024 and Addendum No. 1 on January 30, 2024. Z&K is unaware of any conflict of interest in performing the proposed work. **We are excited about this opportunity to serve the City of Placentia are committed to the successful and early completion of these important projects.**

Sincerely,



**Crystal Fraire, PE
President**

Z&K Consultants Inc.
17130 Van Buren Blvd. | Suite 122 | Riverside, CA 92504
Phone. 951.310.7470 | Fax. 949.630.3242 | cfraire@zandkconsultants.com

C. EXECUTIVE SUMMARY

Z&K Consultants, Inc. has successfully held over 50 similar on-call contracts, including Construction Management, and Inspection services. Z&K understands the nature of on-call contracts and has the depth of resources and expertise required to properly service those contracts. Z&K has managed on-call contracts throughout the region and has a strong understanding of how to effectively address project issues and the needs of public agencies, and we are keenly aware of community impact. Z&K has extensive experience in streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.

Z&K Consultants, Inc. Information	
Firm's Legal Name	Z&K Consultants, Inc.
Firm Certifications	DBE, SBE, WBE
Corporate & Local Office Address	17130 Van Buren Blvd, Suite 122, Riverside, CA 92504
Contact Person	Crystal Fraire, PE, President
Telephone Number	951.310.7470
Fax Number	949.630.3242
Website Address	www.zandkconsultants.com
Email Address	cfraire@zandkconsultants.com

We maintain an extensive history of working with various local agencies. Throughout the completion of many projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers, and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired an understanding of local agency requirements. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

Z&K team have worked on the following agencies performing on-call services which have been completed on time and within budget.

- » City of Alhambra
- » City of Beaumont
- » City of Bell
- » City of Carson
- » City of Chino
- » City of Compton
- » City of Corona
- » City of Costa Mesa
- » City of Eastvale
- » City of El Segundo
- » City of Hemet
- » City of Irwindale
- » City of Laguna Beach
- » City of Lake Forest
- » City of La Mirada
- » City of Lancaster
- » City of Manhattan Beach
- » City of Moreno Valley
- » City of Newport Beach
- » City of Norco
- » City of Norwalk
- » City of Oceanside
- » City of Palm Desert
- » City of Pomona
- » City of Rancho Pales Verdes
- » City of Riverside
- » City of Rosemead
- » City of San Bernardino
- » City of San Marino
- » City of Santa Monica
- » City of South Gate
- » City of Temecula
- » City of Torrance
- » County of Los Angeles
- » County of Riverside
- » Transportation Department
- » County of San Bernardino
- » Long Beach Water Department

We are proud to Team up with Converse Consultants to provide Material Testing Services. With a large contingent of local resources to draw from, the Z&K project team can respond to whatever needs may arise. By effectively managing a balanced workload among our staff, Z&K can respond promptly to meet with the City. This helps keep the project momentum moving forward so that the Z&K team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to municipal on-call contracts, Z&K has the technical expertise and experience to provide all project types as requested in the RFP. Our Team will perform the work on the specified project for the entire duration of the project unless requested or approved by the City. We will monitor our approved budget and notify the City of additional work outside of contracted scope of work prior to performing additional work.

Z&K's keys to success on this on-call contract includes our responsiveness, understanding of the City's needs, capability and availability of qualified staff, and our historically successful comprehensive construction management approach for on-call, multiple-task, multiple-year contracts. Z&K will commit sufficient resources to adequately handle varying workloads that may result from multiple task orders, but technical strengths and resources are only of value if those resources can be well managed. The Z&K approach to effective construction management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The construction management concepts for the duration of each task and the overall contract are then organized around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task.

All proposed staff possess the certifications and licenses required to provide professional Construction Management and Construction Inspection services. Our staff licenses include registered civil engineers, traffic engineers, QSD/QSP, ICC Certified in all trades, certified plan reviewers, and Certified Building Officials. Our team has specialized project management and construction management and training. The Z&K team understands the importance of meeting deadlines in a timely manner. We commit to providing adequate staffing (both as to number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. Z&K is capable to scale up or down as needed with a focus on our unmatched responsiveness

D. PROJECT TEAM ORGANIZATION

Z&K Consultants Inc. (Z&K) is a leading provider of project management and construction management services. We are a full-service civil engineering firm specializing in Project Management, Plan Review, Program Management, Construction Management, Construction Administration, Construction Inspection, Pre-Construction Inspection, Staff Augmentation, and other Professional Engineering Consulting Services. **The Z&K Team has successfully completed numerous On-Call Construction Management and Inspection Services contracts with local municipalities.**



SUBCONSULTANTS | CONVERSE CONSULTANTS



In 1946, Professor Frederick J. Converse established Converse Consultants (Converse) in Pasadena, California to provide the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation, with 9 offices and more than 150 employees throughout the United States. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Their laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). A registered civil engineer supervises each lab to ensure all of our equipment is calibrated regularly, and quality control is available 24/7.

All proposed staff possess the certifications and licenses required to provide professional construction management and inspection services. Our staff licenses include registered civil engineers, traffic engineers, QSD/QSP, ICC Certified in all trades, certified plan reviewers, and Certified Building Officials for building projects. Our team has specialized project management and construction management training.

TEAM QUALIFICATIONS/EXPERIENCE

Key Personnel Matrix	Construction Management & Inspection	Bid Analysis & Staff Reports	General Construction Administration	Submittal/RFI Review & Processing	Constructability Review	Change Order Review & Claims	Safety	Progress Payments	Material Testing Coordination	Project Closeout	Community Outreach	Federal Requirements	Prevailing Wage / Labor Compliance	Sewer Improvements	Signing and Striping Improvements	Bridget Construction	New Building Construction	Irrigation and Landscaping	Stie Improvements, Concrete Sidewalk, etc.	Streets and Park Lighting	Parks and Rec Facility Improvements	Mechanical & Electrical Systems
	Zack Faqih, PE, MSCE, QSD/P, CBO, ICC Cert. Senior Project Manager/Resident Engineer, Senior Construction Manager, Deputy/Special Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brittany Duhn, PE, QSD/P Project Manager/Contract Administrator	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Thomas Dawson, CBO, ICC Certified Senior Construction Manager <i>Deputy/Special Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Anthony Flores, BSCE, EIT Senior Construction Manager <i>Scheduler/Estimator</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nadeem Syed, PE, QSD/P Senior Construction Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ed Nylund, QSP, CESSWI Construction Manager <i>Senior Construction Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Greg Hunkle, CBO, ICC. Cert. Senior Construction Inspector <i>Deputy/Special Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
John Vargas, ICC Cert. Senior Construction Inspector <i>Deputy/Special Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Noah Hernandez, Sr., PW Inspector Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Thomas Russell, Journeyman Electrician Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Eddie Davalos Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jimmy Martin, ICC Cert. Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Yara Sharabi Office Engineer/Document Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amber Garcia Labor Compliance Officer <i>Office Engineer/Document Control</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract and through the completion of the scope of services. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements. They deliver their knowledge and expertise with tact and seamless integration with staff and outside agencies.

KEY PERSONNEL BIOS

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract. The project team is committed 100% to this contract and all proposed personnel will be available to perform the requested services as required by the City of Placentia. Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate staff hours, when possible, for cost savings to the City. By using highly qualified multi-disciplined inspectors, we are able to provide a cost of service well under industry standard.



Zack Faqih, PE, QSD/P, MSCE, CBO, ICC Cert. | Senior Project Manager/Resident Engineer, Senior Construction Manager, Deputy/Special Inspector

Mr. Faqih has **32 years** of experience in the Construction Management, Construction Inspection, Project Management, and Contract Administration of capital improvement and public works projects. Mr. Faqih's experience extends to interfacing and coordinating with the Counties, Cities, Funding Agencies. He has excellent skills in the review and control project cost and schedule, coordinate and assist in negotiating change orders, maintain project as-builts, managing multiple subconsultants and inspection staff.

Mr. Faqih's extensive list of certifications/licenses include:

- » Professional Engineer, P.E. State of CA, #C57958
- » Certified Special Inspector for **Structural Welding**
- » Certified Special Inspector for **Structural Steel**
- » Certified Special Inspector for **Reinforced Concrete**
- » Certified Mechanical Inspector
- » Certified Electrical Inspector, I.C.B.O. #1020345-20
- » SWPPP (QSD) & (QSP), Certificate # 22055
- » Certified Accessibility Inspector/Plans Examiner
- » Certified Building Official, C.B.O., #3741
- » Certified Plans Examiner, I.C.B.O., #1020345-60
- » Certified Plumbing Inspector, I.C.B.O. #1020345-30
- » OSHA 30 Hour Construction Safety & Health
- » Certified Emergency Inspector
- » C.G.B.P Certified Green Building Inspector
- » Certified Special Inspector for Fire Proofing



Brittany Duhn, PE, QSD/P | Project Manager/Contract Administrator

Ms. Duhn has extensive experience of program management and project management of major public works and capital improvement projects including transportation, street improvements, roadway widenings, bridges, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, culverts, and bridges.



Thomas Dawson, CBO, ICC Certified | Senior Construction Manager, Deputy/Special Inspector

Mr. Dawson is multi-disciplined and has extensive Construction Management experience. He has over 28 years of experience. We understand that the City's Project requires a more experienced inspector who can immediately resolve issues in the field. He creates great working relationships with City staff and the local community. Mr. Dawson will be available for site walks and meetings with the City. These will provide opportunities to discuss project specifics, issues, and propose solutions. Mr. Dawson will work closely with the residents and local community to respond to complaints and keep the City updated on Project progress. He will coordinate with local agencies which will be critical to the Project's success.



Anthony Flores, BSCE | Senior Construction Manager, Scheduler/Estimator

Mr. Flores has extensive experience in construction management, contracting, project management, and quality control for numerous capital improvement projects and federally funded projects, involving intersection improvements, traffic signal modifications, new intersections, street improvement, parking lot improvement projects, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects.



Nadeem Syed, PE, QSD/P | Senior Construction Manager

Mr. Syed has over 29 years of experience in project management, construction management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park.



Ed Nylund, QSP, CESSWI | Senior Construction Inspector, Construction Manager

Mr. Nylund has over 34 years of experience providing quality control and quality assurance with extensive experience on of numerous major capital improvement projects including transmission mains, new wells, tanks, reservoirs, water and wastewater treatment plants, pipelines, lift stations, booster pump stations, bridges, street improvements, retaining walls, dewatering, parks and facilities, landscaping and irrigation improvements, utility installation, roadway widenings, grade separations, masonry walls, storm drain projects, roadway projects, street rehabilitations, and large-scale water and wastewater projects.



Greg Hunkle, CBO, ICC Certified | Senior Construction Inspector, Deputy/Special Inspector

Mr. Hunkle has over 28 years of experience providing construction inspection services for capital improvement and public works projects. Mr. Hunkle has great knowledge structure construction engineering and inspection of Caltrans transportation facilities, and is educated about Local, Departmental, State, and Federal regulations, including Cal/OSHA, Storm Water Pollution Prevention Plans, Federal Highway Administration regulations.



John Vargas, ICC Cert. | Senior Construction Inspector, Deputy/Special Inspector

John has more than 18 years of construction and project management experience in both private and public sectors. John has extensive experience in materials testing. John has successfully delivered over 60 projects and is ICC Certified for Concrete, Soils, Structural Steel, Welding, Masonry, and Master of Special Inspections. Mr. Vargas has extensive experience in Structural and Civil inspection on a variety of Caltrans and public works infrastructure projects, working with Federal, State, and local agencies. Mr. Vargas has thorough knowledge Caltrans systems and procedures, Caltrans audits, Caltrans standard plans specs, and manual.



Noah Hernandez, PW Inspector | Senior Construction Inspector

Mr. Hernandez has more than 25 years of construction management and inspection experience. He has worked as a lead construction roadway and structures inspector for highway projects including grade separations, new interchanges, lane widenings, street improvements, concrete channels, drainage systems, culverts, curb ramps, sidewalks, and driveways. Mr. Hernandez has thorough field experience investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, and construction and removal.



Tommy Russell, Journeyman Electrician | Senior Construction Inspector

Mr. Russell has over 25 years of experience in intersection improvement, traffic signal improvements, and electrical improvement projects providing construction inspection and management, project management, specialty inspection, contracting, and providing quality control and quality assurance. Projects included large-scale public works capital improvement projects including highways, bridges, intersection improvements, traffic signal improvements, street improvements, interchanges, grade separations, street rehabilitations, slurry seal, intersection improvement projects, water main projects, sewer pipeline projects.



Eddie Davalos | Senior Construction Inspector

Mr. Davalos has over 25 years of experience in public works inspection, construction management, contracting, quality control, construction inspection, and management of large-scale capital improvement projects. Mr. Davalos's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring. He values safety as a top priority and is acutely aware of security protocol and adherence to regulatory requirements.



Jimmy Martin, ACI, ICC Certs | Senior Construction Inspector

Mr. Martin has more than 27 years of construction management and inspection experience on major capital improvement projects and is a certified ICC and ACI. Jimmy has been performed senior construction inspection services for various projects including intersection improvements, new intersections, bridges, interchanges, street improvements, traffic signal modifications, retaining walls, sound walls, sewer pipeline projects, water pipeline projects, treatment facilities, pipeline projects, and lift stations. Jimmy's public works inspection responsibilities include the ability inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports.



Yara Sharabi, BSCE | Office Engineer/Document Control

Ms. Sharabi has over 5 years of experience in project administration, project management, construction management, office engineering, document control, utility coordination, labor compliance, and field inspection. Her project experience includes heavy civil projects, transportation, street improvements, street rehabilitation, bridges, street widenings, traffic signals, pipelines, wells, lift stations, and various water and wastewater projects.



Amber Garcia | Labor Compliance Officer, Office Engineer/Document Control

Ms. Garcia has extensive labor compliance experience. Ms. Garcia will perform labor compliance reviews in accordance with the Department of Industrial Relations (DIR). She will ensure the inspectors will conduct weekly field interviews with workers from each labor trade to verify that actual prevailing wages and fringe benefits distributed to workers follow applicable laws and certified payroll reports submitted by the contractor and subcontractors. She will request certified payroll reports and receipts of submission of certified payroll to the DIR from the contractor and subcontractors on a monthly basis.

This "A-Team" has worked together in this same capacity on multiple contracts. In addition to their extensive project specific experience, this team has great synergy and works very well together as well as with City Staff. All above key members are local to the area and are excited about the opportunity to improve their community. Our strategic and efficient staffing approach also results in significant cost savings to the City of Placentia. We are confident that our proposed "A-Team" will provide outstanding customer service and cost savings for the City.

Senior Project Manager/Resident Engineer Senior Construction Manager, Deputy/Special Inspector



EDUCATION

- » MSCE - Structures
Cal State Fullerton 2005
- » BSCE - Civil
/Transportation
Cal State LA 1985

LICENSES & REGISTRATION

- » Professional Engineer, PE
State of California,
C57958
- » Certified Accessibility
Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical
Inspector
- » Certified Plumbing
Inspector
- » Certified Electrical
Inspector
- » SWPPP (QSD) & (QSP)
Certificate # 22055
- » OSHA 30 Hour
Construction
Safety & Health
- » State Certified HERS
Rater
- » Certified Emergency
Inspector
- » C.G.B.P Certified Green
Building Inspector
- » Certified Special Inspector
for Fire Proofing
- » Certified Special Inspector
for Structural Welding
- » Certified Special Inspector
for Structural Steel
- » Certified Special Inspector
for Reinforced Concrete

removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, ADA curb ramps, removal and reconstruction of existing pavement, milling and overlaying with new asphalt, adjustment of manholes and utility covers to grade, application of slurry seal, crack sealing, traffic signing, striping and markings, traffic markers and speed humps, installation of specialty and bicycle loop detectors, and implementation of traffic control. Mr. Faqih performed value engineering and constructability review of the project plans and specifications, prepared permits, conducted preconstruction meeting, processed RFIs, submittals, and contract change orders, and managed compliance with federal and state funding requirements.

City of Costa Mesa, Jack Hammett Sports Complex Improvement Project | Senior Construction Manager / Senior Construction Inspector / Deputy/Special Inspector

This \$2.3M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves parking lot improvements, concrete flatwork, ADA improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, lighting, irrigation and landscaping, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, and all associated work with the buildings.

Mr. Faqih has **32 years** of experience in the Construction Management, Construction Inspection, Project Management, and Contract Administration of capital improvement and public works projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has extensive experience managing multiple projects in Los Angeles County and Orange County since 1999. Mr. Faqih's experience extends to interfacing and coordinating with the Caltrans-Local Assistance Program, Counties, Cities, Funding Agencies. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Mr. Faqih excels in providing detailed constructability review of project plans and specifications, which minimizes the potential project delays and change orders and assists the client from pre-award to project close-out to ensure full funding reimbursement. Zack has extensive experience managing multiple projects requiring interfacing and coordination with Caltrans, counties, funding agencies, Federal-FHWA/BIA, railroad and utility companies, and environmental and regulatory agencies.

RELEVANT PROJECT EXPERIENCE

City of Tustin, Veteran Sports Park at Tustin Legacy | Construction Manager / Inspector of Record / Deputy/Special Inspector

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, and recreational buildings. Mr. Faqih monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rupture of concrete cylinders and soil sampling.

City of Compton, Residential Rehabilitation Project | Senior Construction Manager / Senior Construction Inspector

This project included street rehabilitation of seven major City streets. Streets included were: Caldwell Street, Myrrh Street, Grandee Avenue, 134th/Elva Avenue, Tajauta Avenue, Bradfield Avenue and Alondra Boulevard. Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items. Scope included full-service construction management, pre-construction, management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. Project is within schedule and budget.

City of Costa Mesa, Citywide Parkway Maintenance & Street Rehabilitation Project | Senior Construction Manager / Senior Construction Inspector

This citywide street improvement program in the City of Costa Mesa involved mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, ADA curb ramps, removal and reconstruction of existing pavement, milling and overlaying with new asphalt, adjustment of manholes and utility covers to grade, application of slurry seal, crack sealing, traffic signing, striping and markings, traffic markers and speed humps, installation of specialty and bicycle loop detectors, and implementation of traffic control. Mr. Faqih performed value engineering and constructability review of the project plans and specifications, prepared permits, conducted preconstruction meeting, processed RFIs, submittals, and contract change orders, and managed compliance with federal and state funding requirements.

Project Manager/Contract Administrator



EDUCATION

- » BSCE - Civil Engineering, California State Polytechnic University, Pomona

LICENSES & REGISTRATION

- » Professional Engineer, P.E. State of California, #91078
- » SWPPP (QSD) & (QSP) Certificate #27609
- » 30-Hr. Cal OSHA

Ms. Duhn has extensive experience in project management, program management, construction management, office engineering, contract administration, document control, and labor compliance oversight. She has successfully managed streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, and sports fields projects. She has managed over \$500M in Projects during the design and construction phases. She is the designated Project Manager and the primary contact with the City.

Her experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination. She has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. She has provided Project Management services for all stages of projects, from design to construction. Brittany manages and oversees the discretionary review process of CEQA guidelines and requirements, manages budgets and schedules, assists with the development of budgets, prepares RFPs, prepares sewer rate fees, provides public assistance and information affecting the community, prepares reports for committees, commissions, and City Council, prepares staff reports, and makes oral presentations.

RELEVANT PROJECT EXPERIENCE

City of Chino, On-Call Project & Construction Management | *Senior Project Manager*

Ms. Duhn is the designated Project Manager for this contract and is the Senior Project/Program Manager for the City of Chino's CIP Program. She has provided project management services on various transportation, enterprise (water, sewer, storm drain, and sanitation projects), parks/facilities projects, and bridge projects, including:

- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 - Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 - Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline Project G6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- City of Chino - 16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening
- FY 20/21 Alley/Sanitation Rehab Project, Phase II
- Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- 11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project
- Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project
- SD211 - 11th Street/B Street Project
- ST232 - Kimball Ave Street Improvement
- MS202 - ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 - Alley Sanitation Rehab 20-21 Phase 1, II, and III

Additional Projects for various agencies | *Senior Project Manager*

- City of Beaumont | Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project
- City of Compton | Annual Residential Rehabilitation Project (Phases. 1 & 2)
- City of Lake Forest | Street Resurfacing & Slurry Seal Projects (Streets Program); Arbor Mini Parks & Neighborhood Park Renovations Project; Arbor Access Mini Ramp Project; and Slurry Sela Zones A, D, E, B, & C
- City of Costa Mesa | Jack Hammett Sports Complex Improvement Project & Citywide Parkway Maintenance & Street Rehabilitation Project
- City of Beaumont | Wastewater Treatment Plant Expansion & Brine Pipeline Project (\$110M Project)
- City of South Gate | Hollydale Community Park Improvements Project; East Alameda Steet Sidewalk Improvement Project; and South Gate Park Fencing Improvement Project

Senior Construction Manager

Deputy/Special Inspector



LICENSES & REGISTRATION

- » International Code Counsel Certifications
- » Building Plan Examiner
- » California Commercial
- » Combination Inspect/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License No. 674861
- » OSHA 30 Hr.

Mr. Dawson has over 28 years of experience in public works inspection, construction management, contracting, quality control, and management of large-scale capital improvement projects. Mr. Dawson's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring. Mr. Dawson is experienced in performing quality control and code compliance inspection services for owners, engineers, and local jurisdictions.

RELEVANT PROJECT EXPERIENCE

City of San Marino, Street Rehabilitation Program (Phase 1 and Phase 2) | Senior Construction Manager / Senior Construction Inspector

Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits.

City of Temecula, Pavement Rehabilitation Program | Construction Manager / Senior Construction Inspector

The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers. The project cost is approximately \$1.4 million. Technical Features include: Remove and replace existing asphalt pavement, Reconstruction of Traffic loops, Adjust Manholes, Sidewalk, Curb ramps, driveways, Adjust Valves for different utilities, Installation of Striping, Pavement Markers. Project was completed within schedule and within project budget.

LA County Sanitation District, Secondary Treatment Facility Whittier Narrows

Water Reclamation Plant | Construction Manager / Senior Construction Inspector

This \$9M project constructed a new RAS pump station and pipe gallery and installed process air compresses, fine air diffusion, mechanical piping, pumping equipment, power, and controls. Mr. Dawson understands and is proficient at various maintenance of plan operations, MOPO. Mr. Dawson conducted MOPO meetings at project site prior to commencing shutdown for tie-in or modification of specific plant systems. Mr. Dawson reviewed the contractors submitted MOPO including conditions of shutdown, preparation, and installation procedures.

City of San Bernardino, Street Rehabilitation Project | Construction Manager / Senior Construction Inspector

This project included the street rehabilitation and resurfacing of 10 City residential and commercial streets. The project technical features include: resurfacing; concrete overlays; unclassified excavation/fill; coldmill & overlay; removal of existing sidewalk, curb and gutter; driveway approaches, and speed humps; and the construction of sidewalk, curb ramps, cross walks, cross gutters, driveway approaches, and asphalt and concrete improvements of several City streets. The project also includes tree removals and several manhole/utility adjustments. The project cost is approximately \$5.1 Million.

City of Tustin, Veteran Sports Park at Tustin Legacy | Construction Manager / Senior Construction Inspector

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, parking spaces, and recreational buildings. Mr. Dawson provided construction inspection and deputy inspection for this project. Technical Project features also include: major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape and irrigation, concrete walkways, lighting installation, water features, and hardscape. Retaining wall, block wall and site fencing.

City of La Quinta, SilverRock Park Venue Site | Construction Manager / Senior Construction Inspector

This project is a community park for passive use. The SilverRock Park Venue Project is located on the southeast corner of SilverRock Way and Avenue 52. The park site sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work includes but is not limited to precise grading, landscaping and irrigation, utility construction including a grinder pump, stream and lake construction with floating fountain, furnishing and installation of pump for lake, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, construction of outlet structures, construction of retaining walls, construction of an outdoor theater with seating area.

Senior Construction Manager Scheduler/Estimator



EDUCATION

- » Bachelor of Science in Civil Engineering – California State University, Long Beach

TRAINING & REGISTRATION

- » Engineer-In-Training (EIT), State of California, #170698
- » Caltrans Temporary Pedestrian Facilities Training
- » 30-Hr. Cal OSHA
- » Defensive Driving Training
- » Sexual Harassment Prevention Training

Mr. Flores has experience in project management, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Flores has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Flores is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

RELEVANT PROJECT EXPERIENCE

City of Alhambra, Street Rehabilitation Projects | *Senior Construction Manager*

These street improvement programs for FY 19-20 & 20-21 consist of the pavement and street rehabilitation of 23 local street segments. Improvements included slurry seal treatment, varying depths of cold mill and overlay, full depth removal and reconstruction, concrete improvements to ADA curb ramps, curb and gutters, and driveway approaches, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, driveway aprons in need of repairs, and concrete cross gutter reconstruction.

City of Norwalk, CDBG Local Streets Rehabilitation Project | *Project Manager*

This project is part of a local street rehabilitation program within Zone 28 of the City of Norwalk and is Community Block Development Grand funded. The project's scope includes repairs and reconstruction of concrete appurtenances, including cross gutters, curb and gutters, upgrades of ADA ramps to be compliant with ADA standards.

City of Chino, On-Call Project & Construction Management | *Senior Construction Manager*

- SD211 – 11th Street/B Street Project
- ST232 – Kimball Ave Street Improvement
- MS202 – ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 – Alley Sanitation Rehab 20-21 Phase 1, II, and III
- ST223 – Madison St & Kellogg Ave Gap Closure Project
- D4215 Prado Inundation Area Remediation - Watertight Sewer Manhole Assembly and Streetlight Connections Retrofit Project
- MS 222 Slurry Seal Program
- MS 202 & ST 221 Chino Avenue Accessibility and Curb Ramp Improvements at 15th,17th and 19th Streets and Norton Avenue PCC Walk and Curb Ramps
- NC231 Schaefer Ave Localized Asphalt Repairs
- ST162 Localized Asphalt Repairs Various Locations
- R7200 Masonry Block Wall at Chino Police Department
- Yorba Ave Street Improvements – From Midblock between Chino Ave to Schaefer Ave
- F Street, G Street, 5th Street - Street Improvements
- City Hall EMT Parking Lot Improvements

City of Lake Forest, Street Resurfacing of Glenn Ranch Road from Portola to El Toro | *Senior Construction Manager*

Mr. Flores is performing construction inspection services for this project, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, ARHM pavement, AC base course, aggregate base, curb and gutters, ADA ramp construction, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, signing striping, markings and pavement legends, dig-outs, sewer and storm drain manholes, and water valves.

City of Vernon, 50th Street Water Main Replacement Project | *Senior Construction Manager*

The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, temporary and permanent pavement, steel plating, and roadway improvements and repair, installation of commercial services and laterals, pressure testing and disinfection of installed pipeline.

Senior Construction Manager



EDUCATION

- » BS, Civil Engineering, California State University Long Beach, 1990
- » BA, Business, Punjab University, Pakistan

LICENSES & REGISTRATION

- » Registered Professional Civil Engineer, CA – No. 64381
- » OSHA 30 Hour
- » Defensive Driver Training
- » QSP/D Certified

Mr. Syed has over **29 years** of experience in project management, construction management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management and has successfully delivered over 30 street rehabilitation projects. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included parks, storm drain, street improvement, pavement rehabilitations, slurry seal, traffic signal, ADA improvements, pedestrian safety, concrete work including sidewalk, curb, gutter, ADA ramps, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings. Mr. Syed participates in developing department budgets, conducts training and performance evaluations to staff, establishes an Assessment District for construction of sewer main line and streetlights, develops master plans for citywide projects, and he successfully applies for various grants such as HES, SR2S, and ATP grants.

RELEVANT PROJECT EXPERIENCE

City of San Bernardino, Various Projects | *Senior Project Manager*

Mr. Syed is providing Project Management and Construction Management services to the City of San Bernardino for the following CIP Projects:

- Mt. Vernon Bridge Replacement Project
- State Street Extension Phase I Baseline to 16th Street Project
- 2nd Street Bridge Replacement at Warm Creek Project
- 40th Street Widening from Johnson to Electric Avenue Project
- "H" Street Widening from Kendall to 40th Street Project
- Sierra Way Storm Drain Project
- Kendall Drive Slope Stabilization Rehabilitation Project
- Citywide Pavement Rehabilitation Project (SB1)
- Parking Lot Improvement at Various Locations Project
- ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project

City of Montebello, 10th Street Improvements Project | *Senior Project Manager*

The Project consisted of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of detectable warning surface on existing curb ramps, and installation of pavement markings and curb painting. This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10th Street Improvements from Whittier Boulevard to Cleveland Avenue.

City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone) | *Senior Project Manager*

The City completes pavement rehabilitation projects along residential, commercial, and alley corridors. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. The project consisted of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching.

City of Bell Gardens, Alley Improvements Project | *Senior Project Manager*

This project consisted of citywide alley improvement projects. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. This project consisted of project management, construction management, inspection, and administration during the construction phase.

City of Baldwin Park, Storm Drain Improvement Project | *Senior Project Manager*

The Baldwin Park drainage project included installation of storm and water mains along Atlantic Avenue, 40th Street and Live Oak Street, as well as the repair, replacement and restoration of curbs, concrete sidewalks, driveways and wheelchair ramps. The scope of the work included reviewing the design produced by another consultant and preparing complete bid package (plans, specifications and cost estimate) for the City to advertise the last section of the project for construction bidding.

City of Baldwin Park, Various Projects | *Senior Engineer/Project Manager*

Provided administration of NPDES requirements, including the permit process, conducted inspections and issued notices of violation for illicit discharges. Responsible for the MS4 permit program and implementation of its compliance through outsourcing. Managed capital projects such as street overlay, slurry seal, sidewalk installation, sewer main construction etc.; involved in Land Development section, processed tentative maps, final maps and lot line adjustments.

City of Fontana, Various Projects | *Senior Engineer/Project Manager*

Managed over \$100M in redevelopment CIP projects and engaged in at CIP projects per fiscal year, including preparation of specifications, bid openings, award of contracts, and finally construction including management and inspection. Involved in relinquishment of Foothill Boulevard from Caltrans and San Bernardino County, street widening project (\$15M), Baseline Avenue widening (\$19M), CDBG and Safe Route to School (SB281) sidewalk programs, construction of new streets, slurry seal program, and projects funded through various grants including OTS, SR2S, STP, and other federal funds.

Construction Manager *Senior Construction Inspector*



EDUCATION

- » Construction Technology, Orange Coast College
- » Building Inspection Technology, Coastline College, Huntington Beach, CA

LICENSES & REGISTRATION

- » Water Treatment Operator – Grade 2 | Certificate No. 17150
- » Water Distribution Operator – Grade 3 | Certificate No. 4903
- » QSP Certificate No. 26356
- » Traffic Signal Senior Field Technician III Certificate No. 97687
- » Traffic Signal Inspector Certificate No. SI97687

Construction of new 20' section of 54" CMLC watermain including a new 36" BF valve assembly, 8" bypass assembly, cathodic protection and testing station, pipeline/appurtenance pressure testing and disinfection.

City of Temecula, Pavement Rehabilitation Program – Winchester Road (Jefferson Avenue to Ynez Road) | Senior Construction Inspector

The City of Temecula pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers.

City of Jurupa Valley, Granite Hill Drive Pipeline – Phase 1 and Phase 2 | Senior Construction Inspector

Agency: Jurupa Community Services District | Location: Granite Hill Dr. from Country Village to Camino Real | Contractor: WEKA Construction. Performed inspection as part of a three-inspector team. Inspection of this project included standard observation, reporting, Bid Item quantity tracking and conflict resolution of the following items: 11,655 L.F. (Phase I 7,665' + Phase II 3,990') of 42-inch diameter CML/CMC waterline, investigative excavations (potholing), resolution of unforeseen crossings with existing utilities (including temporary supports), excavation (including inspection of shoring), rock removal/disposal, dewatering, connections to existing waterlines, 16 BF valves, cathodic testing stations, other appurtenances, pipeline video inspection (interior), pressure testing, disinfection, Bac-T sampling, import materials, backfilling, compaction, restoration of existing pavement/surface improvements, and traffic control.

City of Lake Elsinore, District, Nichols Road Transmission Main (TR37305) | Senior Construction Inspector

Open trench construction of 3,360 LF of fully restrained 20" DIP domestic watermain, 10 RW gate valves, 8 fire hydrants, 4" water service. Confirmed pipeline was constructed per the line and grades stated in the approved plan set. Observed/Inspected pipeline pressure testing, disinfection, and water quality sampling for compliance with State and Water District Standards. Performed final inspection and drafted a Punchlist of items found to be not in compliance with the approved plans and specifications.

City of Chino, Public Improvements and Commercial Development of Industrial Tilt-Up Buildings | Senior Construction Inspector

Installation of over 2300 LF of a combination of PVC and CML&C domestic water main ranging in size from 4" to 12". Installation of over 1600 LF of PVC recycled water main. Installation of over 1300 LF of VCP sanitary sewer ranging in size from 6" to 8". Construction of 5 sanitary sewer manhole structures. Installation of a sewage lift station including 1100 LF of 4" HDPE force main. Construction of 16 streetlights.

Mr. Nylund has over 34 years of experience providing quality control and quality assurance with extensive experience on of numerous major capital improvement projects including transmission mains, new wells, tanks, reservoirs, water and wastewater treatment plants, pipelines, lift stations, booster pump stations, bridges, street improvements, retaining walls, dewatering, parks and facilities, landscaping and irrigation improvements, utility installation, roadway widenings, grade separations, masonry walls, storm drain projects, roadway projects, street rehabilitations, and large-scale water and wastewater projects. Mr. Nylund is a certified Grade 2 Water Treatment Operator and Grade 3 Water Distribution Operator. Mr. Nylund has provided quality assurance inspection as a lead inspector on numerous projects including as project features such as: project startup, excavations, jack and bore, backfill, reinforced concrete, masonry, structural steel, wood framing, coating of structures and pipes, telecommunications improvements, roofing, mechanical, electrical, and plumbing, and project closeout. Mr. Nylund has performed electrical inspection for powerplants, lift stations, and traffic signal improvements. His responsibilities include inspection of all phases of public works construction projects, including drinking water, recycled water, sewer, storm drain, street lighting, traffic signals, roads, sidewalks, storm water pollution prevention BMPs, site grading and landscaping. Verify compliance with Federal/State/local laws and ordinances, traffic control requirements, approved working hours and approved methods/specifications/materials/quantities. Review and confirm compliance with Project Specific Plans and Specifications, Caltrans Plans and Specifications and Plans and Standard Specifications for Public Works Construction (Green Book).

RELEVANT PROJECT EXPERIENCE

County of Riverside, 36" Butterfly Valve Replacement | Senior Construction Inspector

Agency: Riverside Public Utilities | Location: Jackson St @ Cleveland Ave, City of Riverside. Deenergizing and dewatering of existing 54" domestic water transmission line. Removal of 20' section of existing CMLC watermain and valve assembly.

Senior Construction Inspector Deputy/Special Inspector



EDUCATION

- » Construction Technology, Orange Coast College, 1998
- » Building Inspection Technology, Coastline College

LICENSES & REGISTRATION

- » ICC Electrical Inspector
- » General Contractor
- » ICC Building Inspector
- » ICC Plumbing Inspector
- » ICC Mechanical Inspector
- » ICC Combination Inspector
- » ICC Commercial Combination Inspector
- » ICC Building Official #0880906-CB
- » ICC Certified Special Inspector for Structural Welding, Structural Masonry, Structural Steel, Reinforced Concrete
- » OSHA 30 Hr.

Mr. Hunkle has over 28 years of experience providing electrical and communications inspection services for capital improvement and public works projects, including roadway projects, structural projects, gap closures, auxiliary lanes and ramp widenings, bridge construction and rehabilitation, interchange improvements, truck lane projects, seismic retrofit, retaining walls, signs and lighting systems, roadway rehabilitation, widening and realignment of existing facilities, relocation and construction of existing facilities, and water and wastewater projects for numerous agencies. Mr. Hunkle has great knowledge structure construction engineering and inspection of Caltrans transportation facilities, and is educated about Local, Departmental, State, and Federal regulations, including Cal/OSHA, Storm Water Pollution Prevention Plans, Federal Highway Administration regulations. Mr. Hunkle has the ability to perform calculations for temporary structures as used in the construction of bridges and other temporary or permanent structures, and has extensive knowledge of stress analysis, strength, properties and uses of construction materials, and of the methods, materials, and equipment used in construction and maintenance of transportation structures and engineering surveys. Mr. Hunkle also has experience using and referencing numerous Caltrans manuals.

RELEVANT PROJECT EXPERIENCE

City of Alhambra, FY 19-20 SB1 Street Rehabilitation Project | Construction Inspector

This project involved pavement improvements and street rehabilitation of numerous residential and arterial streets. The project's scope included asphalt preservation, slurry seal treatment, varying depths of cold milling and overlay, and full depth removal and reconstruction. The project also includes localized pavement improvements such as removal and replacement of broken and off-grade sidewalk, ADA ramps that need updating, broken and off-grade curb and gutter, driveways and driveway approaches in need of repairs, and concrete cross gutter reconstruction. Mr. Hunkle provided full-time inspection, prepared daily diaries, filled out incident reports, provided digital images of progress to the City, reviewed compliance with the SWPPP, and ensured successful completion and submission of the as-constructed plans and final punch list.

City of San Bernardino, Pavement Rehabilitation and Resurfacing Eleven Major

Streets | Lead Construction Inspector

Project included the pavement rehabilitation and resurfacing of 11 major City streets including North Sierra Way, Valencia Avenue, Baseline Street, North Arrowhead Avenue, Mountain View Avenue, Wabash Street, Olive Street, Waterman Avenue, Temple Street, and Victoria Street. Technical project features include: full depth asphalt concrete removal and replacement, cold mill and ARHM overlay of existing asphalt concrete, removal and replacement of sidewalk, curb ramps, curb and gutter, cross gutters, spandrels, cross walks, traffic signing, striping and pavement markers, concrete and asphalt speed humps, traffic signal improvements, adjustment of existing utility manholes, and storm drainage improvement.

City of Beaumont, Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project | Senior Electrical/Pipeline Inspector

This Project consists of expanding and upgrading the City's WWTP from 4 MGD to 6 MGD, installation of Membrane (MBR) system, Reverse osmosis (RO) system for salt mitigation, dewatering system, and sludge solar drying beds. The City is also constructing a 23-mile, 12-inch diameter gravity pipeline from the Beaumont WWTP that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCSD). The Brine Line is installed within existing right-of-way and unpaved roads using open trench methods, auger jack and bore, and hydraulic directional drilling (HDD). Mr. Hunkle proactively coordinated with project purveyors including frequent coordination with SCE.

Western Municipal Water District, Victoria Avenue Recharge Water Facility | Construction Inspector

This project includes the installation of new groundwater extraction wells to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: SCADA and Storage Building, mass grading operations, the installation of three stormwater basins, a divergent structure, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, and the installation of 4000 linear feet of 20" reclaimed water pipeline. His responsibilities include roadway construction inspection, material testing, traffic handling, flagging operations, inspection of concrete and paving activities. He provides inspection of retaining walls, drainage improvements, water line installation, storm drain installation, sewer line installation, subdrains, ADA compliant sidewalk driveways, and SWPPP. Mr. Hunkle coordinates all field material testing and sampling and reviews the results for compliance to the project spec.

Senior Construction Inspector

Deputy/Special Inspector



EDUCATION

» ACI Field Technician Grade I Certified in 2014

LICENSES & REGISTRATION

- » ICC Reinforced Concrete Special Inspector in 2015
- » ICC Soils Special Inspector in 2016
- » ICC Structural Steel and Bolting Special Inspector in 2018
- » ICC Structural Welding Special Inspector in 2018
- » ICC Structural Masonry Special Inspector in 2022
- » ICC Master of Special Inspections in 2022

Mr. Vargas has more than 18 years of construction and project management experience in both private and public sectors. John has extensive experience in materials testing. John has successfully delivered over 60 projects and is ICC Certified for Concrete, Soils, Structural Steel, Welding, Masonry, and Master of Special Inspections. He has demonstrated expertise in all aspects of project and construction management through a wide range of responsibilities including budget analysis, contract negotiations, dispute resolution board, schedule development and assessment, constructability reviews, bid document review, schedule management, CEQA/NEPA, project closure documentation, stakeholders and team coordination, quality control, quality assurance, inspection, and management of the flow of information between project members and stakeholders. Mr. Vargas has extensive experience in Structural and Civil inspection on a variety of Caltrans and public works infrastructure projects, working with Federal, State, and local agencies. Mr. Vargas has thorough knowledge Caltrans systems and procedures, Caltrans audits, Caltrans standard plans specs, and manual.

RELEVANT PROJECT EXPERIENCE

City of Ontario, Fire Station Training Facility | Deputy/Special Inspector/Senior Construction Inspector

The new fire/police training center in Ontario, CA, sits on a 4.5-acre site adjacent to Fire Station 3 and features two training towers and a burn building. This facility received a Training Facilities Gold Award in Firehouse's 2020 Station Design Awards. The new fire/police training center is located on a 4.5-acre site that's directly adjacent to Fire Station 3 in the city of Ontario. The project includes a new burn building along and an expansive training complex. The training complex includes a five-story and a six-story training tower. An existing building that was on site was remodeled to include new classrooms, restrooms, break areas and administrative offices. Site features include a new concrete perimeter road, training grounds, above-grade vent props, a pump test pit, utility props and an extensive confined-space prop. The project is constructed mainly of concrete masonry and cast-in-place concrete. This facility is a mixture of CMU, poured in place concrete, steel frame and light gauge steel construction and type 5 framing. The M.E.P.S. systems were all commercial applications.

City of Ontario, Fire Station #5 | Deputy/Special Inspector/Senior Construction Inspector

John provided Quality Assurance per ASTM sampling and testing of soils, CMBs, and concrete in the field and batch plant. He performed ICC Reinforced Concrete inspections for rebar placement, epoxy dowel installation, observation and sampling of high strength grout and observation of concrete placement. He performed soils sampling/classification, observed and documented grading operations, observed and documented installation and backfill of underground utilities, and observed and documented construction operations of drive approaches and fire lanes. John verified that all testing/inspections included in the scope of work complied with approved project documents. He generated daily field reports/non-compliance reports and attended safety meetings. He coordinated with the General Contractor to schedule inspectors/technicians and delivery of various construction materials to the lab for testing. This facility is a mixture of CMU, poured in place concrete, steel frame and light gauge steel construction and type 5 framing. The M.E.P.S. systems were all commercial applications.

City of Los Angeles, Police Administration Building | Deputy/Special Inspector/Senior Construction Inspector

New building consists of 491,000 square feet of combined gross area that includes the office tower, auditorium, café and 364 spaces of underground parking. Project valuation is approximately \$240 Million. Mr. Vargas also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Vargas provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

County of Riverside, Southwest Juvenile Justice Center | Deputy/Special Inspector/Senior Construction Inspector

The new justice center will be approximately 14,000 gross square feet and will consist of the two (2) new courtrooms, judge's chambers, two detention holding areas, administrative support area, a vehicular sally-port, secure parking and a secured walkway as access to the existing detention center. The new facility will be operated by the Riverside County Sheriff's Department. Project valuation \$15 Million. Mr. Vargas also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Vargas provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

Los Angeles County Dept. of Public Works, Harbor UCLA Medical Center - Surgery/Emergency Replacement | Deputy/Special Inspector/Senior Construction Inspector

New building consists of a Two Story Surgical/Emergency Replacement building and a new Three Level Parking Structure. Project valuation is approximately \$175 Million. Mr. Vargas also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Vargas provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

Noah Hernandez, PW Inspector

Senior Construction Inspector



EDUCATION

- » Bachelor of Arts in Public Administration, California State University Fullerton

LICENSES & REGISTRATION

- » Certificate in Project Management, California State University Fullerton
- » Sexual Harassment Prevention Training
- » Defensive Driver Training
- » OSHA 30 Hour Training

Mr. Hernandez has extensive experience in construction inspection, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Hernandez has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Hernandez is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

RELEVANT PROJECT EXPERIENCE

markings. He oversaw document management of shop drawings, RFIs, change orders, progress payments, meeting minutes, etc. Mr. Hernandez prepared a final punch-list, verified completion of final items, and assisted in project closeout.

City of Torrance, Residential and Arterial Pavement Improvement Project | Senior Construction Inspector

Improvements include application of slurry seal, cold mill and overlay localized pavement repairs, tree removals/replacements, asphalt berm replacement, repairs to curb, gutter, sidewalk, driveways, and access ramps. Mr. Hernandez performs daily duties of construction quality assurance inspection, including oversight of excavation, compaction, subgrade inspection, backfill, paving, and inspection of structures, electrical, welding, drainage, and underground utilities. Mr. Hernandez coordinated materials testing, attends meetings with City representatives, contractors, and other agencies, prepares constructability reviews, and ensures compliance with project plans.

City of San Bernardino, Street Rehabilitation Program (30+ Major Streets) | Senior Construction Inspector

This long-term, on-call contract involves concrete improvements and pavement improvements of over 30 major streets in the City of San Bernardino. The contract also includes the rehabilitation and resurfacing of various streets and intersections. Scope of work includes full depth removal and replacement of asphalt concrete, intersection improvements, ADA ramp improvements, bike lanes, conduit installation, traffic signal improvements cold milling and overlay of existing asphalt concrete, mobilization, traffic control, staging for major streets and intersections, removal of traffic striping, installation of traffic striping and pavement markers, installation of loop detectors and bicycle loop detectors, construction of cross walks, removal and replacement of sidewalk, driveways, PCC curb and gutter, cross gutters, spandrels, curb ramps along both residential and commercial streets, manhole and utility vault adjustments, and preparation of SWPPP.

City of Fullerton, Longview Street Improvements & Water/Sewer Main Replacement | Senior Construction Inspector

Inspection of water, sewer and street rehabilitation project. The project included replacing 2500 linear feet of 8-inch DIP water main and appurtenances, 2500 linear feet of 8-inch VCP, PVC SDR 26 sewer main, new manholes and storm drains, removing and replacing existing sewer and video inspection and abandoning existing water mains and valves. Street and drainage improvement work included cold planning, excavation, asphalt concrete, aggregate base, and curb & gutter.

City of Long Beach, Public Works Inspection Services | Senior Construction Inspector

Mr. Hernandez supported the delivery of capital improvement project inspecting such projects as Water Treatment Facilities, Wastewater Treatment Plants, Pipeline Projects, Metro Blue Line Median Improvements, and Ocean Ave and Chestnut Place Left Turn Pocket Project. Assigned to inspect all utility permits in the downtown area and to be part of The Long Beach Grand Prix Committee.

Metropolitan Water District, Joseph Jensen Water Filtration Plant Project | Senior Construction Inspector

Inspect the addition of (4) concrete water basins; concrete galleries; underground PVC, HDPE, steel & concrete piping, underground; and electrical conduit. Inspect the installation of Unifilt water filtration basins, clay units, rock, gravel, garnet, anthracite coal placements, flocculators, weirs, traveling bridges, emergency generators, steel water tanks, etc. Write daily reports, write non-compliance reports, attend construction meetings, project specifications, discuss compliance requirements with contractor, attend MWD survey crew inspections, etc.

Senior Construction Inspector



LICENSES & REGISTRATION

- » Electrical Training apprenticeship IBEW Local 441 City of Orange, California
- » Journeyman Electrician, State Certified GPA (3.0)
- » 30-Hr Cal/OSHA
- » Fall Protection
- » Traffic Control Safety
- » Sexual Harassment Prevention Training
- » Defensive Driving Training
- » Caltrans Roadway Safety Training
- » Bridge Inspector Training
- » Metro Rail Safety Training

The scope also involved drainage improvements, landscaping improvements, AC base course, ARHM pavement, concrete repairs to curb, gutter, sidewalk, driveways and driveway approaches, and replacing markings and striping on concrete and asphalt.

County of Orange, Foothill/Eastern SR 133/261/241 Transportation Corridor Toll Roads | Senior Construction Inspector/Sr Traffic Signal Inspector

Project included all facets of electrical construction, Toll Plaza buildings, Traffic Signals, Street Lighting, Sign Lighting, Bridge Electrical/ Communication installation, Directional Boring & Trenching. Fiber Optic Installation & Fusion Splicing, Network Integration for Intelligent Transportation Systems, CCTV & Access Control. Construction Cost: \$2.8B

County of Orange, Interstate Route I-405 / SR- 55 HOV Interchange Improvement | Senior Construction Inspector/Sr Traffic Signal Inspector

The I-405/SR-55 HOV interchange concept called out for additional improvements to improve the flow of traffic on I-405/55. These improvements include: (1) Construct HOV Flyover bridge lanes from SR-55 Southbound to I-405 Northbound connector (2) Construct HOV Flyover bridge lanes from SR-55 Southbound to I-405 Southbound connector (3) Construct a HOV Direct Connector along with drop ramps at the I-405/SR-55 interchange. (4) Construct Traffic management elements such as highway street lighting, ramp metering, changeable message signs and closed-circuit television cameras, with operational control from the Traffic Management Center (TMC) bringing these highways up to full Urban Freeway Standards. Construction Cost: \$430M

County of Orange, Interstate Route I-210 Extension Bridges @ Towne Ave/Mountain Ave/Indian Hill Blvd. Overcrossings | Senior Construction Inspector/Sr Traffic Signal Inspector

Caltrans project included constructing (3) new bridges over the New I-210 Extension Freeway from La Verne to rancho Cucamonga. Our work consisted of installing Dry Utilities in soffit bays, Soffit Lighting, Decorative Street lighting on the bridge rails, Future communication ducts in sidewalk and new Traffic Signal installations. Construction Cost: \$15M

County of Orange, Interstate Route I-215 / SR-60 Interchange Widening | Senior Construction Inspector/Sr Traffic Signal Inspector

Scope of work for this project includes widening the existing six lane highway to ten lanes, reconstruction of existing shoulder grades and installing a new median barrier wall. This project included new Ramp metering, Street lighting and fiber TMC communications from Central Ave. north to Rte 60- Day St.

County of Orange, Interstate Route I-405 / Jeffrey Rd and Culver Dr Freeway On-Off Ramps | Senior Construction Inspector/Sr Traffic Signal Inspector

OCTA funded the reconstruction of the on and off ramps that are part of the Jeffrey Road and I-405 Interchange Widening Project by widening the ramps resulting in congestion mitigation and improving traffic operations. Construction Cost: \$9M

Mr. Russell has over 25 years of experience in intersection improvement, traffic signal improvements, and electrical improvement projects providing construction inspection and management, project management, specialty inspection, contracting, and providing quality control and quality assurance. Projects included large-scale public works capital improvement projects including highways, bridges, intersection improvements, traffic signal improvements, street improvements, roadway widenings, bridges, interchanges, freeway widenings, grade separations, bridge widenings, on and off-ramps, street rehabilitations, slurry seal projects, intersection improvement projects, water main projects, sewer pipeline projects, and has successfully delivered over 60 intersection improvement projects, involving new intersections, traffic signal modifications, paving, JPCP, concrete improvements, AC paving, grinding and overlay, slurry, bridge work, retaining walls, ADA curb ramps and sidewalk, pipelines, utility relocations, traffic control, sheeting, shoring, excavation, dewatering, replacement of asphalt concrete paving and appurtenances, trench repair, replacement of curb and gutter, driveway approaches, and cross gutters, installation of wedge gate valves, valve boxes, hot tap, an copper tubing, and fire hydrant assembly. Mr. Russell is familiar with the Greenbook, Caltrans standard specifications and standard plans.

RELEVANT PROJECT EXPERIENCE

City of Chino, Euclid Avenue – State Route 83 Intersection Improvements and Traffic Signal Modification Project | Senior Construction Inspector/Sr Traffic Signal Inspector

The project consisted of traffic signal improvements, street and pavement improvements, as well as traffic signal improvements, to a residential neighborhood and four arterial streets for one project, and intersection improvements and lane upgrades for the other. Improvements include street and pavement rehabilitation, intersection improvement, clearing and grubbing, slurry seal, cold mill and AC overlay, utility coordination, as well as electrical and lighting improvements, including traffic signal hardware replacement, pedestrian countdown signal hardware installation, replacement and testing of fiber optic communication equipment, boring inspection.

Senior Construction Inspector



Mr. Davalos has over 25 years of experience in public works inspection, construction management, contracting, quality control, construction inspection, and management of large-scale capital improvement projects, and has successfully delivered over 28 street improvement projects, involving street improvements, intersection improvements, median improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, asphalt overlay, construction staging, traffic control, clearing and grubbing, SWPPP preparation, manholes and utility covers, loop detectors, PCC sidewalk, speed humps, and pedestrian crossings. Mr. Davalos's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring.

RELEVANT PROJECT EXPERIENCE

EDUCATION & CERTIFICATIONS

- » Citrus College, Covina, CA, Public Works/Earth Work
- » OSHA 30 Hour Construction Safety & Health
- » Sexual Harassment Prevention Training
- » Defensive Driving Training
- » Caltrans Roadway Safety Training
- » Bridge Inspector Training
- » Metro Rail Safety Training

approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits. Mr. Davalos's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

City of Compton, Annual Residential Rehabilitation Project (Phases 1 & Phase 2A) | Senior Construction Inspector

Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole. Mr. Davalos's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

City of San Marino, Street Rehabilitation Program (Phase 1 and Phase 2) | Senior Construction Inspector

Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway

City of Costa Mesa, Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project | Senior Construction Inspector

This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control. Responsibilities included attending and coordinating preconstruction conferences and progress meetings, providing contract administration for proper enforcement of the contract plans and specifications, making as-built revisions, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans, SWPPP preparation. Mr. Davalos provided daily field observation during construction monitoring of the work, maintained accurate records of the project schedule and any accidents or claims related to construction, coordinated contractor requests for interpretation of the plans and specifications, conducted labor compliance interviews, reviewed and monitored all traffic control and public safety plans for compliance with all safety laws and regulations, enforced water quality best management practices and SWPPP compliance, and evaluated work in progress and gave weekly status reports to the City.

City of Torrance, Residential and Arterial Pavement Improvement, I-159/I-139, | Senior Construction Inspector

This project involves pavement improvements to a residential neighborhood and four arterial streets. Improvements include clearing and grubbing, cold mill and overlay, AC base course, aggregate base, concrete repairs to sidewalk, replacement of pavement markings and striping on concrete and asphalt, installation of speed humps, traffic signal loops, water valves and water meters, sewer manholes and storm drain manholes. Mr. Davalos provided full-time inspection, prepared daily diaries, filled our incident reports, provided digital images of progress to the City, reviewed compliance with the SWPPP and installation of BMPs, and final punch list.

City of Eastvale, Pedley Project Pavement Rehabilitation | Senior Construction Inspector

This project includes resurfacing of roadway pavement, modified asphalt concrete, intersection improvements, construction of concrete pavement, reconstruction of curb and gutter, sidewalk, driveway approaches, ADA ramps, crosswalks, street markings and traffic sign installation, drainage, and underground utility coordination. Mr. Davalos inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports.

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

CURRENT ON-CALL CONTRACTS			
	MUNICIPAL AGENCY	SERVICES PROVIDED	CONTRACT TERM
1	City of Alhambra	On-Call Construction Management and Inspection Services	2023 - 2025
2	City of Beaumont*	On-Call Public Works Inspection	2017 – 2024
3	City of Beaumont*	On-Call Project Management Services	2017 – 2024
4	City of Beaumont*	On-Call Construction Management Services	2017 – 2024
5	City of Bell	On-Call Project Management Services	2022 - 2025
6	City of Bell	On-Call Construction Management, and Inspection Services	2022 - 2025
7	City of Carson	On-Call Construction Management and Inspection Services	2023-2026
8	City of Carson	On-Call Project Management Services	2023-2026
9	City of Chino*	On-Call Project Management Services	2020 – 2025
10	City of Chino*	On-Call Construction Management Services	2022 – 2025
11	City of Chino*	On-Call Inspection Services	2020 – 2025
12	City of Corona*	On-Call Public Works Inspection Services	2020 – 2023
13	City of Corona*	On-Call ADA Inspection Services	2020 – 2023
14	City of Costa Mesa	On-Call Public Works/Engineering Staff Support Services	2023-2026
15	City of Eastvale	On-Call Construction Management Services	2022 – 2025
16	City of Eastvale	On-Call Public Works Inspection Services	2022 – 2025
17	City of Eastvale	On-Call Project Management Services	2022 – 2025
18	City of El Segundo	On-Call Construction Management & Inspection Services	2022 - 2025
19	City of Hemet	On-Call Project Management Services	2022 - 2025
20	City of Hemet	On-Call Construction Management & Inspection Services	2022 - 2025
21	City of Irwindale*	On-Call Construction Management Services	2022 – 2025
22	City of La Mirada	On-Call Construction Management Services	2023-2026
23	City of Laguna Beach	On-Call Construction Management and Inspection Services	2023-2025
24	City of Lake Forest	On-Call Construction Management and Inspection Services	2019 - 2025
25	City of Lancaster	On-Call Construction Management and Inspection Services	2021 – 2024
26	City of Manhattan Beach*	On-Call Construction Management Services	2023 – 2026
27	City of Manhattan Beach*	On-Call Project Management Services	2022 – 2025
28	City of Moreno Valley	On-Call Construction Management and Inspection Services	2019 – 2024
29	City of Newport Beach	On-Call Project Management Services	2023 – 2026
30	City of Norco	On-Call Professional Inspection Services for (Building Department)	2021 – 2024
31	City of Norco*	On-Call Construction Management and Inspection Services (PW)	2021 – 2024
32	City of Norwalk	On-Call Construction Management and Inspection Services	2020 - 2024
33	City of Oceanside*	On-Call Construction Management Services	2019 – 2024
34	City of Oceanside*	On-Call Project Management Services	2019 – 2024
35	City of Palm Desert	On-Call Construction Management and Inspection Services	2023-2025
36	City of Pomona	On-Call Construction Management and Inspection Services	2021 – 2024
37	City of Rancho Pales Verdes	On-Call Construction Management Services	2022 – 2025
38	City of Riverside	On-Call Construction Management and Inspection Services	2023 - 2026
39	City of Rosemead	On-Call Construction Management and Inspection Services	2021 - 2024
40	City of San Bernardino*	On-Call Public Works Inspection Services	2019 – 2023
41	City of San Bernardino*	On-Call Project Management and Construction Management	2019 – 2023
42	City of San Marino	On-Call Construction Management and Inspection Services	2019 - 2025
43	City of Santa Monica	On-Call Construction Inspection Services	2020 - 2026
44	City of South Gate	On-Call Construction Management and Inspection Services	2019 - 2025
45	City of Temecula	On-Call Construction Management Services	2019 – 2024
46	City of Torrance	On-Call Construction Inspection Services	2021 - 2024
47	County of Los Angeles	On-Call Construction Management and Inspection Services	2019 – 2024
48	RCTD*	On-Call Construction Management and Inspection Services	2022 – 2025
49	San Bernardino County	On-Call Construction Management and Inspection Services	2022 – 2025
50	Long Beach Utilities*	On-Call Program, Project, and Construction Management Services	2021 – 2026

*Multiple Contract Extensions

FIRM EXPERIENCE

Our Projects include the following similarities to the City of Placentia's upcoming projects:

- | | | |
|-------------------------------|---|--|
| ✓ Street Improvements | ✓ Sewer and Storm Drain Improvements | ✓ Project Management |
| ✓ Bridge Projects | ✓ Pavement Rehabilitation | ✓ Construction Management |
| ✓ Bike Trails | ✓ Concrete & Sidewalks | ✓ Design Review |
| ✓ Drainage Improvements | ✓ Facility Projects | ✓ Bidding Assistance |
| ✓ Park Projects | ✓ Driveway Aprons | ✓ SWPPP Review |
| ✓ Buildings | ✓ ADA Ramps | ✓ Traffic Control |
| ✓ Open Space Amenities | ✓ Signing, Striping, Markings, & Pavement Legends | ✓ Geotechnical and Material Testing Coordination |
| ✓ Landscaping Improvements | ✓ Traffic Signal Loops | ✓ Public Relations Management |
| ✓ Traffic Signal Improvements | ✓ Water Valves & Meters | ✓ Labor Compliance Oversight |
| ✓ Playground Equipment | ✓ Street Widening | ✓ QA/QC |
| ✓ Shade Structures | | |
| ✓ Sports Fields | | |

In addition to our similar on-call contracts, the Z&K Team has successfully performed Project Management, Construction Management, Construction Inspection, and Materials Testing Coordination for projects for numerous public agencies. [The following projects have been completed on time and within budget.](#)

TRANSPORTATION PROJECTS

CITY OF LAKE FOREST | STREET RESURFACING OF GLENN RANCH ROAD FROM PORTOLA TO EL TORO AND PRE-CONSTRUCTION INSPECTION SERVICES FOR SLURRY SEAL ZONE F AND ARTERIAL SLURRY SEAL JERONIMO AND MUIRLANDS FROM LOS ALISOS TO BAKE

The Z&K Team is providing Project Management, Construction Management, Construction Inspection, Pre-Construction Inspection, and Contract Administration Services for these projects, which involves the street resurfacing and the slurry seal. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, concrete improvements, ARHM pavement, AC base course, aggregate base, signing, striping, markings and pavement legends, removal and replacement of PCC curb ramps, removal and replacement of PCC sidewalk, bike lane traffic loops, Type E traffic loops, dig-outs, sewer and storm drain manhole adjustments, and water valves adjustments.

Z&K has successfully delivered over 50 street improvement projects over the past 5 years.

CITY OF COSTA MESA | CITYWIDE PARKWAY MAINTENANCE & STREET REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Project Management Services for this citywide street improvement program in the City of Costa Mesa. This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control.

CITY OF CHINO | SLURRY SEAL PROGRAM (VARIOUS LOCATIONS CITYWIDE)

Z&K Consultants Inc. is providing Project Management, Construction Management, and Inspection oversight services for this Project which includes street rehabilitation and slurry seal of various streets, including, Pipeline Ave from City Limits to City Limits, Chino Ave from City Limits to City Limits and Schaefer Ave from City Limits to City Limits. Scope of work includes pavement improvements, street resurfacing, crack sealing, slurry seal, localized dig-outs, striping removal/install, and traffic loop detectors.

CITY OF CHINO | ALLEY/SANITATION REHABILITATION PROJECT

Z&K Consultants Inc. is providing Project Management and Construction Management for this Project which includes removal of existing alley pavement and base section to construct new AC pavement section and ribbon gutter in multiple alleys in the City of Chino. Scope of work includes new PCC drive and alley approaches, curb and gutter, 4' PCC alley gutter, new AC pavement section over compacted crushed miscellaneous base, and the construction of several block walls.

CITY OF SAN BERNARDINO | STREET REHABILITATION PROGRAM (30+ MAJOR CITY STREETS)

Z&K Consultants, Inc. is providing Project Management, Construction Management and Inspection Services for this long-term, on-call contract with the City of San Bernardino, which includes street resurfacing and pavement rehabilitation for over 30 major streets and multiple major street intersections in the City. The projects include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, storm drain and pipeline relocation, traffic signal improvements, traffic control, full depth removal and replacement of asphalt concrete, cold milling and AC overlay of existing asphalt concrete, slurry seal application PCC sidewalk, replacement of existing PCC driveways, driveway approaches, curb ramps, retaining curbs, 3' high retaining wall, parkway culverts, cross gutters, asphalt-concrete pavement, removal and replacement of trees, clearing and grubbing, installation and configuration of multiple traffic loop detectors and bicycle traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, reconfiguration and installation of street lighting, and installation of pavement markings and striping.

CITY OF COMPTON | ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, PHASE 1 & PHASE 2A

Z&K Consultants, Inc. is providing Project Management, Construction Management, Inspection, and Labor Compliance services for this Project. The scope of work consists of roadway and pavement rehabilitation, concrete improvements, asphalt overlay, construction staging, heavily travelled intersections, traffic control, clearing and grubbing, SWPPP preparation, cold mill and overlay, PCC sidewalk, manholes and utility covers, speed humps, pedestrian crossings, ADA improvements, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, alley intersection, driveway and driveway approach, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade. (Two Separate Projects)

CITY OF SAN MARINO | STREET REHABILITATION PROGRAM PHASE 1 & PHASE 2

Z&K Consultants, Inc. provided Project Management and Construction Inspection Services for this program, which consisted of citywide roadway pavement rehabilitation. The program's improvements included construction of roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, cold-milling asphalt concrete pavement and re-paving with hot mix asphalt (HMA) and asphalt rubber hot mix (ARHM), clearing and grubbing, , localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, driveways and driveway approaches, installing speed humps, adjusting utility frames and grates, inspection and replacement of sewer manholes, water valves, water meters, and storm drain manholes, preparation and implementation of SWPPP and temporary construction BMPs, and providing temporary traffic control. (Two Separate Projects)

CITY OF NORWALK | CDBG LOCAL STREETS REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Inspection services for the Local Streets Rehabilitation Project, funded by the Community Development Block Grant (CDBG) fund. The scope of work includes improvements to concrete appurtenances, including cross gutters, curb and gutters, upgrades of curb ramps to ADA standards, and intersection improvements, traffic signal improvements, bike lanes, underground utility coordination, conduit installation, and rehabilitation of roadway pavement conditions.

CITY OF ROSEMEAD | WALNUT GROVE AVE. RESURFACING PROJECT, PHASE I

Z&K Consultants, Inc. is providing Project Management, Construction Management and Inspection Services for this project, which involves street resurfacing of Walnut Grove Ave., from Marshall St. to Grand Ave. in the City of Rosemead. In addition to street improvements, the project included intersection improvements, removal and replacement of existing AC pavement, cold mill and overlay, asphalt pothole repairs, replacement of PCC sidewalk, removal and replacement of ADA ramps, curb and gutter, bike lane and bike trail, traffic signal modifications, installation of medians, adjustment of manholes and utility covers to grade, installation of specialty and bicycle loop detectors, installation of speed humps, pedestrian crossings, and guardrail and roadway markers.

CITY OF ALHAMBRA | FY 19-20 & 20-21 STREET REHABILITATION PROJECTS

The Z&K Team is performing Project Management, Construction Management, Construction Inspection, and Labor Compliance Services for this project, which consists of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements include street resurfacing, slurry seal treatment, varying depths of cold mill and overlay, construction staging, full depth removal and reconstruction, concrete improvements such as removal and replacement of broke and off-grade sidewalk, ADA ramps that need updating, broke and off-grade curb and gutter, PCC sidewalk, installation of loop detectors, adjustment of manhole covers and utility covers to grade, driveway aprons in need of repairs, and concrete cross gutter reconstruction. (Two Separate Projects)

CITY OF TORRANCE | RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT PROJECT, I-159/I-139

Z&K Consultants, Inc. is providing Project Management, Construction Management and Construction Inspection services for this project, which consists of pavement improvements to a residential neighborhood and four arterial streets. Improvements include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, clearing and grubbing, application of slurry seal, cold mill and AC overlay, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, PCC sidewalk, PCC driveways and driveway approaches, access and ramps, replacing pavement markings and striping on concrete and asphalt, and installation of raised pavement markers and City project signs.

CITY OF IRWINDALE | 2021-2022 RESURFACING PROJECT: RESIDENTIAL RESURFACING PHASE I

Z&K provided Construction/Project Management and Inspection for this project. The project included street resurfacing, traffic control, raised crosswalks, speed humps, cold milling and AC overlay of existing asphalt concrete, construction of new curb and gutter, PCC sidewalk, installation and configuration of multiple traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, installation of pavement markings and striping. Related work includes mobilization, traffic control, assisting in preparation of NPDES, local utility coordination, construction management, daily inspection, labor compliance, geotechnical and materials testing coordination.

CITY OF TORRANCE | ANZA/VISTA MONTANA/PACIFIC COAST HIGHWAY INTERSECTION IMPROVEMENTS

Z&K Consultants, Inc provided Project Management and Inspection services for the Anza/Vista Montana/Pacific Coast Highway Intersection Improvements Project. This Project consists of construction of the Pacific Coast Highway/Anza Intersection Improvements with appurtenances as shown on City of Torrance Plan No.'s ST-1019/SD-517/C- 2019-8/TS-2019-2/ST-1019-TC; curb, gutter, sidewalk, catch basins, curb ramps, raised medians, striping, traffic signal replacement; grind and overlay, and AC pavement; and all other incidental work in this specification document.

ENTERPRISE (WATER, SEWER, STORM DRAIN, AND SANITATION)

CITY OF LAGUNA BEACH | JASMINE STREET STORM DRAIN IMPROVEMENTS CIP NO. 154

Z&K Consultants, Inc is providing Construction Inspection Services for this project for the City of Laguna Beach. The project includes the installation of approximately 2,400 linear feet of storm drainpipe; including the jacking of one 28-inch steel casing and the installation of a 24-inch PVC pipe within the casing beneath North Coast Highway. The work also includes the installation of a Low-flow diversion with a 12-inch PVC pipe, the installation and/or replacement of catch basins, and connecting storm drain laterals at various locations along the project alignment, trenching, the removal and replacement of A.C. pavement and P.C.C. street improvements as required to install storm drain facilities, jacking of 28-inch steel casing, striping, pavement markings, pavement markers, and traffic control.

Z&K has successfully provided CA/CI Services for over 40 water, storm drain, and sewer projects over the last 5 years.

CITY OF VERNON | 50th STREET WATER MAIN REPLACEMENT PROJECT

The Z&K Team is providing Project Management and Inspection Services this Project. The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline and all associated renovations to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, fill re-grade, temporary and permanent pavement, steel plating, and roadway improvements and repair.

CITY OF FULLERTON | LONGVIEW DRIVE WATER/SEWER MAIN REPLACEMENT & STREET IMPROVEMENTS

The Z&K Team is providing Construction Management and Inspection Services. This water, sewer, and street rehabilitation project for the City of Fullerton included replacing 2,500 LF of an 8-inch ductile iron pipe water main, as well as 2,500 LF of 8-inch vitrified clay pipe (VCP), PVC SDR 26 sewer main, installation of new manholes, removal and replacement of existing sewer and video inspection and abandoning existing water mains and valves. Inspectors provided oversight during operations including pipe welding, trench excavation, shoring, backfill, traffic control operations, and replacement of traffic signals, signing, and striping. The project also included street and drainage improvement work, which included asphalt paving, cold planning, excavation, concrete paving, aggregate base, curb and gutter, access ramps, cross gutter, driveway approach and sidewalk replacement.

LBWD | LADWP HAYNES GENERATING STATION RECYCLED WATER PIPELINE & SEWER PIPELINE PROJECT

Z&K is providing Project Management services for the 24-inch diameter water pipeline. Approximately 7,940 LF and construction estimate of \$14M. Pipeline begins at Haynes Generating Station and connect to LBWD 21-inch recycled water pipeline at Atherton Street and Studebaker Road. Project requires extensive coordination with City of Long Beach upcoming public works projects. Project required CEQA, Caltrans permitting, California Coastal Commission, and coordination with LADWP. Z&K is providing project management services for the 14-inch sewer force main. It is approximately 12,930 LF. The pipeline begins at Haynes Generating Station and connects to LACSD 42-in sewer located west of Coyote Creek. Estimated Construction Cost is \$15.8M. The pipeline has many crossings, is within Caltrans, SCE, LADWP, and LACFCD right-of-way, and has a perpendicular crossing through SCE right-of-way that will require CPUC. Project requires both CEQA and California Coastal Commission.

CITY OF CHINO | YORBA AVENUE & EUCALYPTUS AVENUE SEWER MAIN REPLACEMENT PROJECT

Z&K is providing Project Management and Construction Management services for this Project. This Project includes the replacement of an existing 10-inch vitrified clay sewer pipe along Yorba Avenue between Murrieta Street and Cheyenne Way. There are two industrial businesses discharging wastewater with combined volumes of approximately 400,000 GPM, when compliant. This number can reach up to 500,000 GPM when non-compliant and causes existing pipes to reach nearly 75% capacity. The project includes an independent sewer flow study to assist the City in a decision to remove and replace or add additional sewer line(s) at these locations.

CITY OF CHINO | CENTRAL AVENUE AND DUPONT AVENUE WATERLINE REPLACEMENT PROJECT

Z&K is providing Project Management and Construction Management services for this Project. The Central Avenue project includes the replacement of a 16" steel to an 18" PVC water main on Central Avenue from Chino Avenue to C Street. The Project will also include the replacement of an 8" steel line on D Street pipe from Central Ave to the alley west of 6th Street.

CITY OF CHINO | STATE STREET WATER TREATMENT PROJECT

Z&K is providing Project Management services for this Project. This project includes the construction of a centralized water treatment plant (WTP) at the City's Reservoir 5 and Well 14 sites. The proposed project is anticipated to include cartridge filters, GAC, IX, and chlorination equipment for a total treatment capacity of 4,000 gpm. In addition, the project includes a 3,800 LF brine disposal pipeline connecting to the Non-recoverable Waste System operated by IEUA and LA County Sanitation, a connection to the City of Montclair sewer system, and a 7,000 LF raw water transmission main from Well 12 to the State Street site. Both Well Pump 12 and Well Pump 14 will be replaced as part of the treatment improvements.

CITY OF OCEANSIDE | SAN LUIS REY (SLR) WASTEWATER TREATMENT PLANT PROJECT

The Z&K Team is providing Construction Management and Inspection Services as a subconsultant for the SLR Wastewater Treatment Plant and Aeration Basin Effluent Piping Replacement project located at the San Luis Rey Wastewater Reclamation Facility. The project scope of work includes the removal and replacement of six (6) 24-inch aeration basin effluent piping, including the installation of new plug valves, fittings, pipe, wall penetrations and installations of gate valves and flow meters or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

VICTORIA AVENUE RECHARGE WATER FACILITY | WESTERN MUNICIPAL WATER DISTRICT

The Z&K team provided Construction Management and Inspection Services for this major capital improvement project for WMWD. This project includes the installation of new groundwater extraction wells to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include mass grading operations, installation storm water basins, a divergent structure, two concrete trapezoidal rerouting channels into the water basin, storm water collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

CITY OF BEAUMONT | WASTEWATER TREATMENT PLANT EXPANSION & BRINE PIPELINE PROJECT

The Z&K Team provided Construction Management and Inspection Services for this project. Per the City's NPDES Permit, once flows at the WWTP reached 75% of the permitted capacity, the City is required to begin the planning, design and funding process to expand the plant. In addition to the need for more capacity to serve the City's growing customer base, the City is mandated by the Regional Water Quality Control Board (Regional Board) to upgrade its WWTP to meet groundwater basin objectives. The City of Beaumont's Wastewater Treatment Plant (WWTP) Expansion/Renovation Project includes increased the permitted capacity from 4 MGD to 6 MGD.

PARK AND FACILITY PROJECTS

CITY OF SOUTH GATE | HOLLYDALE COMMUNITY PARK IMPROVEMENTS PROJECT

The Z&K Team provided Project Management, Construction Management and Inspection services for the City of South Gate's Hollydale Community Improvement Project. The project involves the renovation of Hollydale Community Park which is located at 12119 Industrial Avenue, in the City of South Gate. The Project improvements include a new community center, new lighting and electrical systems, concrete improvements, stormwater chambers, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, block wall fence, construction of a new 1,675 SF community building and other miscellaneous work.

Z&K has successfully delivered over 35 parks and facility projects serving in a similar capacity over the past 5 years.

CITY OF COSTA MESA | JACK HAMMETT SPORTS COMPLEX IMPROVEMENT PROJECT

The Z&K Team is providing Construction Management and Inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement project. Relevant improvements within the project include sports field construction, synthetic turf installation, concrete improvements, parking lot improvements including increase of parking and improved circulation, ADA improvements, electrical runs to the pull boxes for storage buildings within the complex, construction of retaining walls, block wall fencing, replacement of lighting system, irrigation improvements, landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, and all electrical and mechanical work within the buildings.

CITY OF LAKE FOREST | ARBOR MINI PARKS, VINTAGE AND SUNDOWNER PARKS, BORREGO OVERLOOK, REGENCY, AND RANCHO SERRANO PARKS (SIX (6) PARK IMPROVEMENT PROJECTS)

Z&K Consultants provided Construction Management, Construction Inspection, and Contract administration for the Arbor Mini Parks and Neighborhood Park Renovations, which includes Borrego Overlook, Regency, Rancho Serrano, Sundowner, and Vintage Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

CITY OF TUSTIN | VETERANS SPORTS PARK AT TUSTIN LEGACY

Z&K Consultants provided Construction Management and Construction Inspection Services as a subconsultant for the City of Tustin's Veterans Sports Park at Tustin Legacy. This park is the City of Tustin's largest park carved from 31.5-acres. It is bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. This project is 100% locally funded, utilizing several funding sources. Phase 1 of the construction for the Veterans Sports Park is complete and consists of demolition, grading, storm drain, water, reclaimed water, and sanitary sewer installation. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park includes a passive recreation area, fitness stations, concession/restroom/storage buildings, a veteran's memorial feature, skate plaza, a parking lot, and a children's play environment. Additional relevant park features include lighting installation, retaining walls, synthetic turf, outlet structures, outdoor seating areas, ADA compliant ramps and concrete walkways, ADA compliant parking lot spaces, landscaping, and water features.

CITY OF LYNWOOD | YVONNE BURKE – JOHN HAM PARK COMMUNITY CENTER

Z&K Consultants provided Construction Management and Inspection Services for this new 8,645 SF community center and park. The project includes building improvements, such as a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, as well as improvements to the park, such as landscaping, irrigation, retaining walls, block wall fencing, site lighting, concrete walkways, water features, outdoor exercise stations, a natural grass baseball field, outdoor basketball court, covered picnic and barbecue areas, playground equipment, public restrooms, a ¼ mile ADA accessible walkway, outlet structures, and paving improvements. The building is utilizing a dual plumbed system and the site is using reclaimed water for irrigation. The project has required close coordination with SCE, Region Water Quality Control Board, and Los Angeles County Department of Public Health.

CITY OF LA QUINTA | SILVERROCK PARK VENUE SITE

Z&K provided Construction Management and Inspection Services for this Project, which sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work included precise grading, hardscape, landscaping and irrigation, stream and lake construction, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, installation of playground equipment, picnic and BBQ areas, park lighting, construction of an outdoor theater with seating area. Project included traffic control, dust control, SWPPP, 6" PCC paving, 6" concrete vertical curb, 4" concrete rolled curb, over 70,000 SF of decomposed stabilized granite, concrete cross gutter, parking lot signage and striping, ADA curb ramps, ADA parking stalls, fire line, water line, headwalls, and rip rap, drinking fountains, parking lot lighting, and landscaping.

CITY OF SAN BERNARDINO | SECCOMBE LAKE PARK AND PERRIS HILLS PARK

The Z&K Team provided Construction Management and Inspection services for this project, which involved improvements to Seccombe Lake Park and Perris Hills Park. Z&K personnel performed constructability reviews of the project plans and specifications prior to the bid release. The project includes grading, fencing, new CMU restroom buildings, and ADA parking space construction. The project also includes landscaping and irrigation improvements, ADA sidewalk improvements, installation of playground and exercise equipment, installation of horseshoe pits, improvements to a baseball diamond, playground areas, picnic and barbecue areas, and installation of several benches.

CITY OF SAN BERNARDINO | PLAYGROUND EQUIPMENT REPLACEMENT FOR SIX PARKS

The Z&K Team provided Construction Management and Inspection services for this project, which consisted of park improvements to six community parks in the City of San Bernardino. Parks that received improvements included Jack Reilly Park, Encanto Park, Gutierrez Park, Colony Park, Delmann Heights Park, and La Plaza Park. Z&K oversaw the replacement of playground and exercise equipment, installation of block wall fencing, grading, irrigation and landscaping improvements, construction of a basketball courts and other sports fields, installation of barbecue and picnic areas, ADA accessible curb ramps and walkways, storm drain construction, and various concrete improvements. Z&K managed and coordinated all aspects of the project, performed pre-construction services, coordinated field meetings and construction progress meetings, reviewed and approved contractor's construction schedule, monthly accounting of construction costs, reviewed shop drawings, processed submittals and requests for information, performed labor compliance and certified payroll review, participated in public outreach activities, provided full time inspection of project activities, ensured compliance with approved PS&E, coordinated materials testing services and reviewing results, coordinated with utility companies.

BRIDGE PROJECTS

CITY OF SAN BERNARDINO | SECOND STREET BRIDGE OVER WARM CREEK

Z&K Consultants provided Construction Management Services as a prime consultant for the Second Street Bridge Over Warm Creek. This project is located in downtown San Bernardino; this project involves construction on the 2nd Street bridge between Arrowhead and Mountain View Avenue. Overall, the project involves demolishing the existing bridge, widening sidewalk by one foot on each side, installing bridge barrier railings in conformance with AASHTO standards, street improvements, retaining walls, steel piles, pavement grinding, new asphalt concrete pavement, reinforced concrete pipe, utility relocations, and winterization of the creek. This project must comply with the Santa Ana Regional Water Quality Control Board (401 Permit), U.S. Army Corps of Engineers (404 Permit) and Department of Fish and Wildlife (1602 permit). This project intends to improve the sufficiency rating of the bridge, reducing the need for constant significant maintenance, extending its life and longevity by improving its seismic performance and ensuring the bridge design is in compliance with the Association State Highway and Transportation Officials standards.

The Z&K Team has successfully delivered over 20 Bridge and Interchange projects.

REF



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F. UNDERSTANDING AND APPROACH

The team proposed on this project have extensive experience in construction management, construction inspection and design. We have successfully utilized CM/PM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

MANAGEMENT APPROACH | The Z&K Team has successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.



Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Construction Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT | Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor. Schedule implementation and administration is the next step in proper time management.

The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.



COST MANAGEMENT | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed.

If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

FUNDING MANAGEMENT | Z&K will ensure that the City has all necessary information to comply with the funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits.



QUALITY MANAGEMENT | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications.

This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs).

In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

INFORMATION MANAGEMENT | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, RFIs, pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders.



The emphasis on project communication continues throughout the project with the weekly construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

CODES & PROCEDURES MANAGEMENT | Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project.

Some of the requirements are as follows:

- Project Construction Documents
- City Standards and Design Manuals
- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- California Building Energy Efficiency Standards
- Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- California Fire Code
- California Residential Code
- California Green Building Code
- California Disabled Regulations
- City Codes & Ordinances
- City Grading Code & Manual
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Caltrans Standards, Specifications, and Procedures



- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 10/30-hr OSHA Training Certification
- Local Assistance Procedures Manual (LAPM)
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Project Safety Plan (PSP)
- Site Health and Safety Plan
- Activity Hazard Analysis (AHA)



TASK ORDER PROCEDURE

Below we have outlined Z&K's approach to the scope of work using our general task order procedure. The Z&K team fosters productive collaboration and cooperation—from stakeholders to the City and public utilities, to the contractor, and to local businesses and residents. Our firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project.

Through our current on-call contracts, we have developed a task order process that has proven successful. It is an organized and streamlined approach for requesting, developing, and completing task order assignments. The purpose of this process is to be able to provide the City with teams available for multiple tasks off the on-call contract and a formal approach to respond to each task. Below is a summary of our proposed approach for completing the task orders.

- **Step 1. Initial Meeting with City Project Manager and Task Managers.** A meeting between the City's project manager and the Z&K manager to be assigned to the work will be set up. Our project manager will discuss the request with the City's project manager and discuss your goals and expectations, key project issues, appropriate personnel from our team to be assigned, services needed, schedule, approximate budget available, and assumptions for completing the work order.
- **Step 2. Develop Scope of Work and Team.** Our project manager will then coordinate with the appropriate key persons from our team, which may include a multi-discipline team, to prepare and submit a proposal for completing the work. Each team member will submit their scope to our project manager, who will then combine the individual scope into an overall scope and proposal for review by the City. This procedure has worked successfully on our current and past on-call contracts.
- **Step 3. Notice to Proceed.** Once the task order is reviewed, negotiated, and executed, a notice to proceed will be given to Z&K to begin work.
- **Step 4. Monthly Coordination/Progress Meetings.** We will hold meetings at the appropriate frequency to keep City staff apprised of the progress of the work. We will develop and maintain schedules to identify allowable work windows for completing project tasks and to keep the City's project manager aware of the project progress.

PROJECT MANAGEMENT APPROACH

Z&K's management approach is derived from many years of experience and proven success and includes very specific strategies: coordination, communication, and documentation.

Coordination. All task orders will require coordination. That can come in the form of coordination with other City departments, local agencies, and stakeholders. The Z&K team has years of experience with major on-call contracts with other Southern California agencies. These on-call contracts require similar coordination efforts in which Z&K has established and maintained outside-agency contacts, coordinated designs with their staff, and obtained necessary approvals to move the project forward. This knowledge and understanding of working with other agencies will provide great benefit to you on each project.

Communication. Z&K has a formal, proactive communication plan to share critical project information as soon as possible and to make sure there are no surprises. We continuously report progress, identify problems, assign priorities, receive feedback, and document progress. From project start-up through project closeout, we will prioritize our communication to make sure all required actions are documented and addressed in a timely manner. The City can be assured that both the City and all team members will always be aware of the status. This level of coordination, coupled with the project progress meetings, helps avoid project issues and delays, and monitors the project schedule and budget. Z&K has used this management approach with great success on all types and sizes of projects.

Documentation. Proper documentation is critical for all projects. We have a thorough understanding of the document control procedures required for public works projects for a variety of funding sources. Z&K's document control management policies are prepared to comply with the City's requirements. Our typical monthly project progress reports include the status of deliverables, utility and outside-agency efforts, cost and schedule snapshot and analysis, issues discussion and recommended resolution actions. Monthly progress reports will be tailored to the needs of the City for each project. In combination, Z&K's tools and efficiency in coordination, communications, and documentation will provide the City with a transparent process for the duration of the contract.

Quality Assurance and Quality Control. QA/QC will be an ongoing task throughout the duration of the project. Z&K's project and construction management QA/QC process starts with standardization of successful procedures. All projects utilize Z&K's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system. Z&K's electronic filing system is a cloud-based system accessible in real-time to all Z&K project team members as well as its client as requested. Daily, weekly, and periodic correspondence, logs and reports are regularly reviewed for accuracy, up-to-date maintenance, aging, and escalation of issues, appropriateness, potential changes and/or claims and contract compliance.

Schedule. Our project manager will prepare and maintain a Microsoft Project schedule. The schedule, task lists, deliverables, agency review time, and progress reports will be used to list each task in the project to enable our project manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that may have changed, and schedule updates if needed.

G. SCOPE OF WORK

Z&K understands that the required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator. The Z&K Team will provide the following tasks for the City of Placentia:

A. PROJECT MANAGER/RESIDENT ENGINEER | Z&K's Project Manager will represent the City in the field. The Project Manager possess a minimum of (5) years' experience in construction management. The Inspector and the Contracts Administrator will have relevant experience in construction management and certifications or references that affirm the said experience.

B. BID ANALYSIS | Prior to the start of the project, the Project Manager will be responsible for conducting a bid analysis to determine the lowest responsible bidder. The Z&K Team will assist the City throughout the bidding process for each project. Z&K may perform a prequalification evaluation of bidders to ensure the contractors comply with the City's requirements and have the necessary experience and resources to complete the projects on time and within budget. Z&K will act as an extension of City staff to answer any questions the bidders and to provide responses in a timely manner. Z&K will review the bids for completeness and responsiveness on behalf of the City.

C. STAFF REPORT | Z&K will coordinate with the contractor for the award of contract per the City's contract requirements and prepare a staff report to recommend the award of a Construction Contract. Z&K will staff reports for contract award to the lowest responsive and responsible bidder. We will coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. GENERAL CONSTRUCTION ADMINISTRATION | We will coordinate with the City to define roles and responsibilities during construction and develop a construction management plan. We will co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. We will prepare and promptly distribute meeting minutes. Z&K will schedule, coordinate, and conduct a pre-construction conference with the City, Contractor, design engineer, utilities and other agencies. An agenda will be prepared in advance to notify attendees of key items for discussion. At the pre-construction conference, we will discuss special contract requirements and concerns, and establish the protocol to be used throughout the project. The conference will highlight the contractor's responsibility for items such as the project schedule, order of work, permit and environmental agreements, safety and access, progress pay requests, labor compliance, submittals, RFIs, CCOs, quality control, materials certification, schedule updates, and weekly meetings. Z&K will review the schedule and verify that it meets all the required information prior to issuing the Notice to Proceed to the Contractor. Z&K will prepare and promptly distribute meeting minutes to all attendees. Z&K will record the progress of the project. We will submit written daily and progress reports to the City and keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. We will make the log available to the City and prepare and send Weekly Statement of Working Days to the contractor. We will monitor contractor's compliance with labor code requirements. The Z&K team will maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. We will maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, we will deliver to the City all contract documents including as-built records. Z&K will consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise. We will coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team. Z&K will be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. SUBMITTAL/RFI REVIEW & PROCESSING | The Project Manager will be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). The Z&K team will transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals. Our PM will develop, maintain, and manage all submittal/RFI logs. We will determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. CONSTRUCTABILITY REVIEW | Z&K will review project plans and specifications to determine its "constructability". We will also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule will be updated as required showing current conditions and revisions required by actual progress. The individuals, Project Manager, Inspector and Contract Administrator, will not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents will be called to the attention of the City's Project Manager and clarified prior to construction start.

G. CHANGE ORDER REVIEW | Z&K works proactively to eliminate or reduce project impacts from change orders. Z&K will provide first-line management of CCO administration including review and evaluation of CCO requests; independent estimates; project mitigation such as possible alternatives and negotiation as the City's advocate; written approval from the City's Construction Manager prior to approval of any extra work; investigation and inspection of site conditions that differ from those described in the contract documents; schedule impact and analysis and verification; recommendations to the project Owner on acceptance; impact mitigation; review of submittals in support, and recommendation for resolution, of claims and disputes; and verification of costs. We will conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Z&K will monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. SAFETY | We will monitor the contractor's safety program and take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. PROGRESS PAYMENTS | Z&K will maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. Z&K will develop and implement procedures for the review and processing of applications by contractor for progress and final payments. We will make recommendations for certification to the City for payment. The Z&K Construction Management and Inspection staff bring a detailed understanding of the City processes for administering Contractor progress payments per the City's standards & procedures. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will reconcile the work done with the pay requests. Z&K will work with the Contractor on required corrections to the pay requests and ensure that they are in the format and forms required by the City. The pay requests will be submitted to the City with a statement that they have been reviewed. Z&K will keep accounts of all pay requests including amounts retained, dates submitted,

dates paid, actual payments, changes in contract amounts, and any other pertinent information. We will provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. MATERIAL TESTING | Z&K will be responsible for supervising and coordinating the materials and specialty testing program to ensure all required testing is performed with the required frequencies and documented according to the City and/or any outside regulatory agencies. Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. The Inspector will work with the Contractor to correct any failed tests and achieve compliance. Our team has the ability to effectively make decisions and coordinate with other professionals on field issues related to material testing and inspection. Z&K will develop and provide a comprehensive testing program for the Project in accordance with the contract documents. Our Team will be responsible for supervising and coordinating the materials testing program to ensure all required testing is performed with the required frequencies and documented. Z&K will provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications. We will provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents. We understand that available tests may include Mix Designs, Concrete, Concrete Blocks, Brick Masonry, Masonry Prisms, Mortar and Grout, Fireproofing, Soils and Aggregates, Asphalt Concrete, Reinforcing Steel, and Environmental.

K. INSPECTIONS | Z&K will determine that the work of contractor is being performed in accordance with the contract documents. We will make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, we will reject work which does not conform to the requirements of contract documents. The team will facilitate and coordinate inspection by representatives of other agencies, as needed. Z&K will evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection. We will assist the City in conducting final punchlist inspections. The team will schedule and coordinate special inspection and material testing. Our inspectors will oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. CLAIMS | The Construction Manager will perform on-going review throughout the project to avoid any potential claims. If claims arise, the Construction Manager will work with the City and Contractor to find the best solution to resolve any claims in a timely manner. The Z&K Construction Manager and Inspection staff bring a detailed understanding of the City processes for administering Contract Change Orders per City's standards & procedures. We will work closely under the direction of the City's Construction Manager with the contractor to verify that change orders are processed and executed promptly by the contract documents and City's procedures. Inspectors will verify all work performed under time and materials, including equipment, contractor crew, and field measurements quantities. The Construction Manager will perform a review and recommendation for any contractor change order. We will ensure that claims submitted by the contractor adhere to Public Contract Code Section 10240 and 20104. Our Project Manager shall coordinate with City consultant on claim matters. We will review all claims and provide an evaluation to the City. Documentation will be provided and reviewed to support any claim. Z&K will coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. PREVAILING WAGE/LABOR COMPLIANCE | Z&K will monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. We will verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments. We will perform employee interviews to verify and enforce prevailing wage requirements on a regular basis. Z&K will conduct weekly field interviews at the job site with each labor trade to verify that prevailing wages and fringe benefits follow applicable laws and certified payroll reports submitted by the contractor and/or subcontractors.

N. PROJECT CLOSEOUT | Our Project Manager will be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. We will schedule and oversee the warranty repair; this will include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue. We will provide a close out report outlining any obstacles, violations, and services performed. Z&K will provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. COMMUNITY OUTREACH | Z&K will attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts. Z&K will coordinate construction and inform any adjacent businesses or residence through a community outreach program that will manage public relations for the duration of the project. We will verify that businesses and residents have been notified a minimum of 5 working days in advance of the commencement of construction activities, that access for vehicular and pedestrian traffic to business and residences impacted by the project have been coordinated. Z&K will ensure that the impact on adjacent businesses and residences is minimized, and that they are able to access their property at their leisure at all times. At a minimum, the Z&K team will establish and manage a construction 24-hour hotline (toll free number), website, and email address for project stakeholders, property owners, interested parties, and the general public to call with construction issues and concerns. All calls and public complaints will be documented and investigated, and a monthly report will be provided to the City. Z&K will manage and track public inquiries for the Contractor and for the City and will advise of any concerns and findings. Additionally, Z&K will develop a neighborhood affairs strategy for any property owners, businesses, and the general public that will be affected. This will include the preparation and distribution of information materials for the affected public, including fact sheets and project update. We will coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. FEDERAL REQUIREMENTS | Z&K will ensure the preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City. We will coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project. We will ensure compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

We understand that all tasks listed above shall be required on an as-needed basis, and that the City reserves the right to add or reduce some of the above tasks and duties as it sees fit. Z&K, serving as staff extension, will remain sufficiently flexible to meet the needs of the City and of the project.

Z&K will ensure all work conforms with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended.

H. SCHEDULE

Z&K both prioritize and value equally the management of the contract as well as the management of the construction. The management of the City's Projects will be an ongoing process throughout the duration of the contract. Since the contract will depend on the Contractor(s) schedules, which may vary in the type of inspections, level of effort, etc. it is important to meet monthly with the Management Team and Contractor to review their individual schedule and cash flow projection to be able to gauge the level of effort for the CM Contract. We have successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the community and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Resident Engineer must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Resident Engineer must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

QUALITY MANAGEMENT | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly.

Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs). In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

TRACKING COSTS AND PROJECTING COSTS | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.



Z&K will utilize the City's preferred electronic document control system (EDCS) to manage the Project costs. This software will provide financial management through budget management, contract management, purchase orders (POs), Invoices, Payment Applications (Pay Apps), and Quantity Tracking. The project can be set up in the system in multiple ways and match any reporting requirements by the City. Z&K has a resource loaded schedule that changes with subconsultants, etc. There are certain services that occur every month and will be standard for the duration, such as program management and labor compliance. Other services such as specialty inspection, etc. will be targeted in specific phases of the construction. Z&K also has a dedicated Accounting Department and as a client-based firm, changes and special requests for the invoicing can always be accommodated by Z&K. Our reports can be tailored to the City's needs.

QA/QC PROCEDURES | Described below are the activities involved in delivering the tasks in the general order they will occur. The tasks identified in the scope of work require varying staff commitments. The staffing plan is presented with the ability to reallocate hours as needed to fit the Project needs. The Project Team will be responsible for executing the following tasks and deliverables.

Pre-Bid Phase		
Activity	Description	Deliverable(s)
Bid	Assist the City in finalizing the bid document, evaluate bidder/qualifications, bid opening/Analysis, and award process through City Council Award.	Review And Coordinate with City's PM
Pre-Construction Phase		
Constructability Review/Quantity Takeoff	Review for constructability, bid ability and perform value engineering. Conduct independent quantity take-off for construction cost.	Constructability Comments & Value Engineering
Coordinate with Utility and Outside Agencies	Meet with all utility companies responsible for relocating their lines and equipment.	Meeting Agenda / Minutes
Photograph and Video Document the site	Take pre-construction photos and videotape conditions.	Photos, Dated with Labels, Video
Project Schedule/ Long Lead Items	Evaluate Design Engineer's proposed schedule for construction duration and cost.	Construction Schedule
Kick-off Meeting	Arrange a pre-construction meeting with agencies, contractor, and utility companies and address all concerns. Review contract administration items.	Meeting Agenda and Minutes
Conforming to Department Standards	Review and assist staging plans for compliance with the law and guidelines.	Review Comments & Assist
Construction Phase		
Weekly Progress and Schedule Meeting	Conduct weekly meetings to discuss schedule, change orders, new issues, submittal status, RFI's & safety.	Meeting Agenda and Minutes
Deficiency Log	Maintain a log of non-compliant work items.	Deficiency Log
Process Submittals	Review and track all submittals for completeness & constructability.	Submittal Approval Log
Track Quantities	Track quantities of completed/force account work for payment.	List Of Quantities
Process Requests for Information (RFI)	Answer the Contractor's RFI, ensure that the designer explains design RFI.	RFI Logs
Review Contract Change Orders (CCO)	Review CCO's proposed by the contractor. Recommend needed CCO's. Track cash flow for CCO's.	Logs Of Potential and Issued CCO's
Claims Administration	Perform claims administration, coordination and monitoring claims, response preparation, logging claims, and tracking claims status.	Potential Claims and Financial Impact to The City
Weekly Statement of Working Days	Issue a Weekly Statement of Working Days, showing days remaining, and rainy days.	Weekly Statement of Working Days
Environmental Compliance	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies. Maintain/update the master ECR for project compliance /audit.	Reports & Inspection
Labor Compliance	Monitor for compliance with the applicable labor laws and contract requirements, such as prevailing wage requirements.	Verify Certified Payrolls, Wages, And Interviews
Progress Payments	Review contractor's payment requests, verify completed quantities	Certified Pay Request
Project Documentation	Maintain a project Uniform Filing System per Caltrans LAPM /Construction Manual "Project Documentation".	Electronic Files, Project Files/Logs
Project Schedule	Review contractor's baseline, monthly, and "look-ahead" submittals. Notify all parties of deviations from the schedule.	Project Schedules, Correspondence
Permits/Easement Utility relocations	Continuation of pre-construction activities. Assist in coordination and scheduling of utility work.	Permits Easements, Relocated Utilities
SWPPP & Safety	Assist and review, approve and monitor of the Contractor's SWPPP. Review, monitor, document and enforce contractor safety procedures for compliance with laws and regulations.	SWPPP Review, Conduct Regular Safety/Tailgate Meetings
Disadvantage Business Enterprise	Assure that the contractor is meeting disadvantage business enterprises goals established for the project.	Prepare Exhibit 9f Of Caltrans LAPM Monthly
Quality Assurance / Inspection	Inspect work to ensure compliance with contract documents. Reject unacceptable work using Deficiency Log. Observe the work of special inspectors when required.	Daily Inspection Reports, NC & Deficiency Log
Progress Photos	Continue taking pictures to document the contractor's progress and any problems.	Pictures Labeled with A Log
Community Outreach	Respond to citizens and business owner's concerns.	Minimize Complaints
Daily Inspection Reports	Document contractor's daily operations and provides daily diaries.	Daily Reports, Field Measurement
Traffic Control, CHP-COZEEP Closure Coordination	Review contractor's traffic control and lane closure request, obtains CT closure approval, coordinate COZEEP with CHP, establish an agreement with CHP's.	Conduct Regular Safety/ Tailgate Meetings
Post Construction Phase		
Final Inspection	Conduct a final inspection/walk-through including maintenance and service personnel. Issue preliminary and final punch list. Coordinate with City.	Punch Lists and Notice of Completion
"As-Built" Drawings	Review Contractor's redline drawings, submit to the designer.	As Built Redline Drawings
Final Pay Request, Certificate of Completion	Process the contractor's final payment request, issue a Certificate of Completion, obtain applicable permits and a Project Final Report.	Final Pay Request, Certification of Completion
Dispute Resolution	As requested, aids in resolving any outstanding disputes.	Negotiation/ Arbitration
Project Files	Deliver all project files including photographs. Complete Final Report and Funding Reimbursement application.	Project Files/E-Files
Final Inspection	Conduct a final inspection/walk-through including maintenance and service personnel. Issue preliminary and final punch list. Coordinate with City.	Punch Lists and Notice of Completion
Final Pay Request, Certificate of Completion	Process the contractor's final payment request, issue a Certificate of Completion, obtain applicable permits and a Project Final Report.	Final Pay Request, Certification of Completion



APPENDIX A - FORMS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

(Project/Program Management,

Construction Management, and Construction Inspection)

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: Crystal Traine
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

FEE PROPOSAL



January 30, 2024
Chris Tanio, PE, Deputy Director/City Engineer
401 East Chapman Avenue, Placentia, CA 92870

Subject: Fee Proposal for Request for Proposals (RFP) for On-Call Construction Management and Inspection Services for the City of Placentia

Dear Mr. Tanio,

Z&K Consultants Inc. (Z&K) proudly presents our fee proposal for On-Call Construction Management and Inspection Services for the City of Placentia. Rates included in our fee proposal contains fully billable rates. All overhead costs included. All insurance will be in force at the time of contract execution. Z&K carefully selected this "A-Team" and committed our most qualified staff for duration of the contract to deliver successful projects. We understand importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects.

over 50 On-Call (Engineering, Construction Management, Inspection) contracts in the last 5 years.

Z&K Consultants, Inc Hourly Rates (Project Management, Construction Management & Inspection Services):

Senior Project Manager/Resident Engineer	\$160
Project Manager/Contract Administrator	\$152
Senior Construction Manager	\$166
Construction Manager	\$158
Senior Construction Inspector	\$148
Construction Inspector.....	\$142
Deputy/Special Inspector.....	\$148
Office Engineer/Document Control.....	\$138
Labor Compliance Officer.....	\$135
Scheduler/Estimator	\$145
Surveyor	\$159
Drone Pilot.....	\$135
SWPPP/Environmental Specialist	\$158
Landscape Architect	\$162
Senior Highway & Bridge Designer/Structural Engineer	\$165
Public Relations/Community Outreach.....	\$135

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City and are committed to the successful completion the City's important projects.**

Sincerely

Z&K C
17130 van Buren Blvd. | #122 | Riverside, CA 92504
951.310.7470 | cfraire@zandkconsultants.com



REQUEST FOR PROPOSALS (RFP)

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

CITY OF PLACENTIA

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., TUESDAY JANUARY 30, 2024**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Date Issued: JANUARY 9, 2024

REQUEST FOR PROPOSALS (RFP)
FOR

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CITY OF PLACENTIA

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Appendix “A” – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

Appendix “B” – SUMMARY SHEET

Appendix “C” – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award 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 Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

2. PROPOSAL SCHEDULE

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection* - March 2024

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. SCOPE OF WORK

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

5. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

A. Cover Letter

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

B. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

C. Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

D. Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

E. Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

F. Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

G. Schedule

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

It is necessary to submit these elements with your RFP response. Failure to submit the required information with your response will render your proposal non-responsive.

6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7. EXCEPTIONS

8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.

9. SUBMITTAL INSTRUCTIONS

A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals 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 Request For Proposal. All proposals 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 proposal. 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 PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals 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”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
 - states "***On-Call Construction Management and Inspection Services***"
 - identifies the proposer
- Must be addressed as follows:
City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

10. EVALUATION CRITERIA

A. Selection Committee

- a. Proposals submitted will be evaluated by a Selection Committee

B. Review of Proposals

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The firm is independent and properly licensed to practice in California.
 - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
 - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

 - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
 2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
 3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
 4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
 2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
 2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20___, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be

required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

_____ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

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 NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Nicole Hatcher PHONE (A/C, No, Ext): (480) 998-8038 FAX (A/C, No): E-MAIL ADDRESS: nicole.hatcher@nfp.com
	INSURER(S) AFFORDING COVERAGE
INSURED Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER A: Travelers Property Casualty Company of America 25674
	INSURER B: Travelers Casualty and Surety Company of America 31194
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							Prod Comp \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB9K77696A	5/18/2023	5/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O/Prof Liab			0105963601	7/10/2023	7/10/2024	Agg \$2,000,000 Each 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 named Additional Insured as respects to General Liability and Auto Liability. This Insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376 (A)- 001.

CERTIFICATE HOLDER

CANCELLATION

City of Placentia Attn: Chris Tanio 401 East Chapman Avenue Placentia, CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

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

Job Description

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
NV5, Inc**

16th

THIS AGREEMENT is made and entered into this 2nd day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and NV5, Inc ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant'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 Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on April 02, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement,

with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better

in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 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 than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

5.2. Endorsements. The commercial general liability insurance policy and business

automobile liability policy shall contain or be endorsed to contain the following provisions 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 policies 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.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

NV5, Inc.
163 Technology Drive, Suite 100
Irvine, CA 92618
Tel: (949) 585-0477
Fax: (949) 409-8182
Attn: Jeffrey M. Cooper

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Attn: Chris Tanio

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Chris Tanio, Deputy Director/City Engineer

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK



N | V | 5

PROPOSAL

Submitted by NV5, Inc.
163 Technology Drive, Suite 100, Irvine, CA 92618

City of Placentia

On-Call Construction Management and Inspection Services
January 30, 2024

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A. COVER LETTER

PN: P27024-0001122.00



January 30, 2024

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

SUBJECT: On-Call Construction Management and Inspection Services

Dear Mr. Tanio,

NV5, Inc. is excited to have the opportunity to provide On-Call Construction Management and Inspection Services to the City of Placentia (City). Our team has the knowledge and experience to ensure your projects are completed on schedule and within budget. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City gives us the ability to continue providing construction management and inspection services for your capital improvement projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. Our 8-year partnership with the City has seen the completion of a myriad of projects. Specifically, our team has provided construction support services for the City's FY 19-20 Arterial Roadway Rehabilitation, Placentia Avenue Rehabilitation, and Old City Hall Office Renovation projects.

Relevant Experience: We have a proven track record of successfully providing on-call construction management and inspection services to municipalities throughout Southern California, most of which have been repeat clients. Our team has provided similar services to dozens of cities throughout Orange County and Southern California, and details on our most relevant experience can be found starting on **Page 15**.

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. NV5 **Project Manager Peter Salgado, PE**, will be the main point of contact and will provide hands-on, customer-oriented, proactive management of your on-call contract. Mr. Salgado has previously served as Construction Manager for the City's Placentia Avenue Rehabilitation project and oversaw the inspection team for the City's FY 19-20 Arterial Roadway Rehabilitation and City Hall Office Renovation projects.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultant **Pacific Resources Services**, who we have worked with on numerous projects for various agencies throughout Southern California.

Deep Bench: In addition to providing construction management and inspection services, NV5 offers in-house services, materials testing and special inspection, survey (drone capability), engineering design and many other professional services the City may need at a moment's notice. NV5 has a deep bench of more than 4,000 professionals who can be made available to the City, and we will provide the personnel with the most relevant experience on a task order basis.

Signature Requirements: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the NV5, Inc. (corporation).

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5


Peter Salgado, PE
Director of Construction Management


Jeffrey M. Cooper, PE
Senior Vice President
(Authorized signer)

COMPANY INFORMATION/CONTACT

Name: NV5, Inc.
Address: 163 Technology Drive, Suite 100,
Irvine, CA 92618
Contact Person: Jeffrey M. Cooper
Email of Contact: jeff.cooper@nv5.com
Telephone Number: (949) 585-0477
Fax Number: (949) 409-8182

163 Technology Drive, Suite 100 | Irvine, CA 92618 | www.nv5.com | Office: 949.585.0477 | Fax: 949.409.8182

C. EXECUTIVE SUMMARY

Firm Profile

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

Key Services

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



CONSTRUCTION
MANAGEMENT
+ INSPECTION



CIVIL
ENGINEERING
DESIGN



PROJECT
MANAGEMENT



PLAN CHECK
SERVICES



ASSESSMENT
ENGINEERING



STAFF
AUGMENTATION



CONSTRUCTABILITY
REVIEW



LAND SURVEY
+ GIS



GEOTECHNICAL
ENGINEERING



BUILDING
+ SAFETY
SERVICES

SUBCONSULTANT

Pacific Resources Service

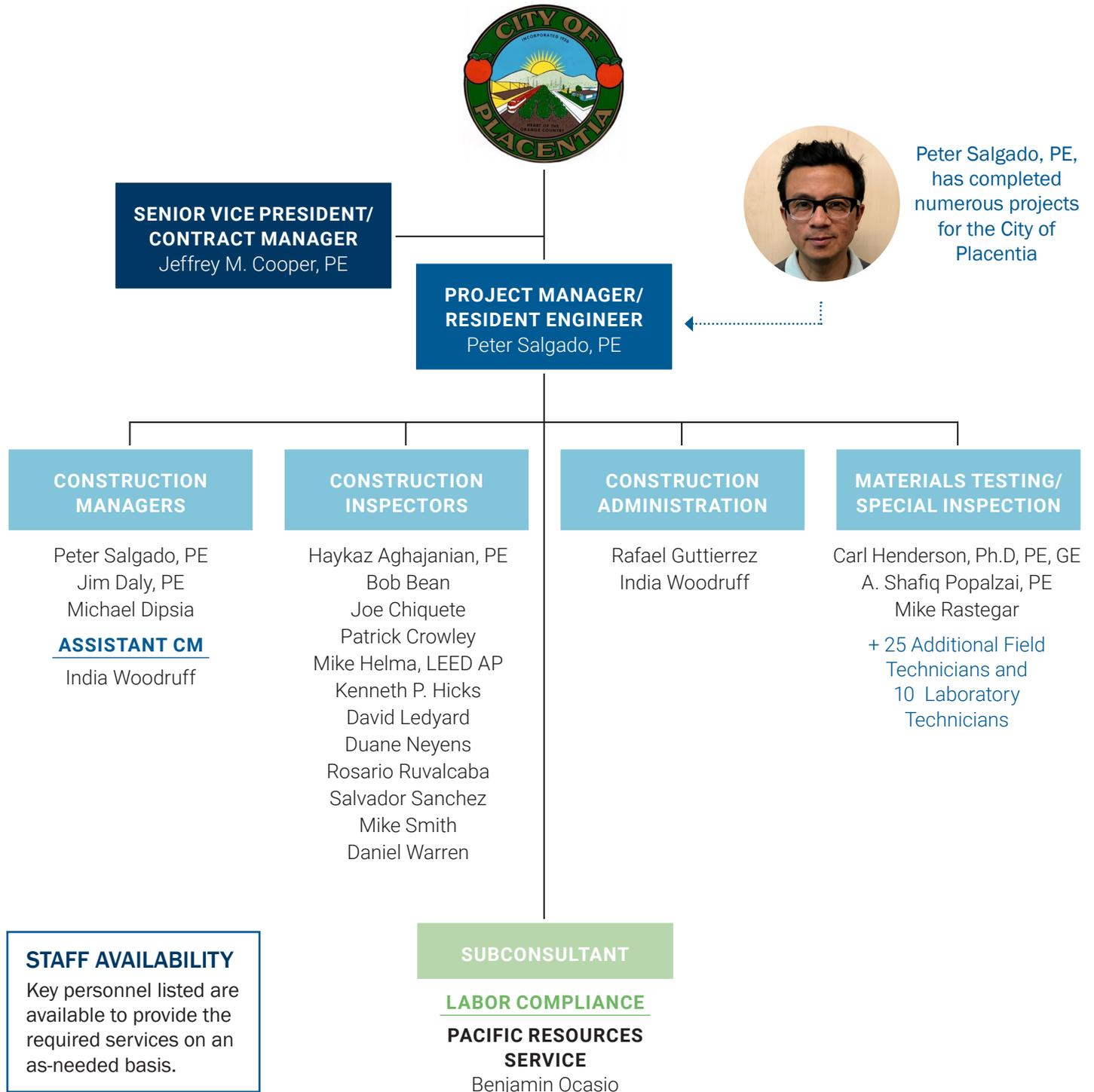
Pacific Resources Service, a California public benefit corporation, provides California and federal Davis-Bacon prevailing wage monitoring and enforcement services to cities, counties, water districts, school districts, housing authorities, special districts, contractor and individuals. Benjamin Ocasio is the president of Pacific Resources Services. He has more than 25 years of experience proving labor compliance services, having served as the labor compliance manager for public agencies and third-party labor compliance programs. He has been actively involved in the industry including serving as the third-party labor compliance representative to the California Underground Economy Taskforce.

Address: 11421 Lambert Avenue, El Monte, CA 91732 | **Phone:** 626.800.4006

D. PROJECT TEAM ORGANIZATION

Organization Chart

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Construction Management and Inspection services. Shown below are team roles and responsibilities. **Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.**



D. PROJECT TEAM ORGANIZATION

CONTACT INFO

peter.salgado@nv5.com

EXPERIENCE

25 years

EDUCATION

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 63159

PETER SALGADO, PE

Project Manager + Construction Manager

With 25 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

Project Experience

FY 19-20 Arterial Roadway Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Salgado was the primary point of contact for our team's construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately 4 miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

Placentia Avenue Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Construction Manager. Mr. Salgado managed this federally funded street rehabilitation project. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included sidewalk and parkway improvements; roadway reconstruction and resurfacing; utility adjustments; traffic loop installation; and traffic signage and striping.

Old City Hall Office Renovation

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Salgado is overseeing the construction inspection team for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Project/Construction Manager. Mr. Salgado is providing project and construction management services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. Our team is providing construction management, inspection, materials testing/special inspection, and labor compliance services for the project. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.



D. PROJECT TEAM ORGANIZATION

JIM DALY, PE

Construction Manager

CONTACT INFO

jim.daly@nv5.com

EXPERIENCE

37 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 45612

AFFILIATIONS

American Public Works Association

American Society of Civil Engineers

PROJECT EXPERIENCE

Bartolo Storm Drain and Pump Plant

LOS ANGELES COUNTY PUBLIC WORKS | PICO RIVERA, CA

Project Manager. Mr. Daly managed this multi-million-dollar storm drain and pump station project in the City of Pico Rivera. The goal of the project was to alleviate flooding along major streets and throughout the local community during major storms. His responsibilities included coordinating the City's review and approval, obtaining environmental approvals, preparing financial agreements between the County and the City, managing project schedules, and conducting local community meetings to discuss construction impacts.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Assistant Construction Manager. Mr. Daly is assisting with construction management services on the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping.

MICHAEL DIPSIA, PE, QSD

Construction Manager

CONTACT INFO

michael.dipsia@nv5.com

EXPERIENCE

34 years

EDUCATION

M.S. Civil Engineering
(emphasis on Construction Management)

LICENSES/CERTIFICATES

Civil Engineer (CA) C45639

Qualified SWPPP Developer/
Practitioner, No. 22556

Caltrans Certified Resident
Engineer

TRAINING

Advance Construction
Contracts, Advance Project
Management I and II (Metro,
Caltrans, CSU Northridge)

PROJECT EXPERIENCE

Copper Hill Drive Bridge Widening

CITY OF SANTA CLARITA | SANTA CLARITA, CA

Oversight Engineer/Construction Manager. Mr. Dipsia is providing construction oversight and inspection services for the \$9.3M Copper Hill Drive Bridge Widening over San Francisquito Creek project. Proposed improvements include widening the north side of the existing bridge by 33 feet to allow the new widened bridge to have 3 lanes and a small shoulder for each of east and west directions, extending the south sidewalk to 12 feet wide, adding a new 5 foot wide sidewalk to the north side, constructing a new raised median landscape island of varying width between McBean Parkway and Avenida Rancho Tesoro, and constructing new approach slabs on both the east and west side of the bridge.

PCH Signal and Median Improvements

CITY OF MALIBU | MALIBU, CA

Construction Manager. Mr. Dipsia is providing on-call construction management support services to the City of Malibu for two highway projects. The Signal Systems Improvements project is needed to minimize traffic incidents and will facilitate signal timing adjustment and streamline monitoring from a remote facility to enable Caltrans to monitor traffic flow and regulate all intersection incident management. The Median Improvements project is to reconstruct the existing median island for approximately 2 miles between Webb Way and Puerco Canyon Road and add bike refuge lanes at the intersections.

D. PROJECT TEAM ORGANIZATION

INDIA WOODRUFF

Assistant Construction Manager + Construction Admin

CONTACT INFO

india.woodruff@nv5.com

EXPERIENCE

7 years

EDUCATION

M.S. Civil Engineering
(Coastal Engineering)

B.S. Civil Engineering

LICENSES/CERTIFICATES

Metrolink Railroad Safety
Contractor Safety Trained, No.
26471E22

PROJECT EXPERIENCE

Sewer Line Crossing at Johnson Avenue & Metrolink/SCRRA/UPRR Railroads CITY OF EL MONTE | EL MONTE, CA

Project Engineer. Ms. Woodruff provided emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads. Due to an additional railroad track proposed by SCRRA to meet the needs of the upcoming Olympics, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the existing railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the PS&E; utility research; temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.

William Woollett Jr. Aquatics Center

CITY OF IRVINE | IRVINE, CA

Construction Manager. Ms. Woodruff provided construction management services for this pool replastering project (three pools) at the William Woollett Jr. Aquatics Center. The City is currently embarking on restoring and resurfacing all three of these pools. NV5 provided a constructability review of the pending plans and specifications, and is providing construction management and inspection during pool restoration.

HAYKAZ AGHAJANIAN, PE

Construction Inspector

CONTACT INFO

haykaz.aghajanian
@nv5.com

EXPERIENCE

20 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 53866

PROJECT EXPERIENCE

On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Construction Inspector. Mr. Aghajanian is providing on-call inspection of both CIP and developer projects for the City. Safety is a major concern for the City and in addition to our regular daytime inspectors, our inspectors have been called for night and weekend work to ensure traffic control is properly set up for items like Caltrans right-of way. Our inspectors provide inspections to document and determine the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details. Our NV5 inspectors report directly to the City's Project Manager. NV5 provides both daily emails for a quick summary of the work, as well as daily reports with photograph documentation.

Interstate 5 Widening and Carmenita Bridge Reconstruction

CALTRANS DISTRICT 7 | NORWALK, CA

This project included the widening and realignment of Interstate 5 and the reconstruction of the Carmenita Bridge. Mr. Aghajanian developed utility relocation plans, reformulated stages of the public utility relocations to accommodate ongoing construction stages, and conducted utility relocation analysis, including initiating corrections of bridge column-roadway conflicts that eliminated major utility relocations and initiating hazardous waste mitigation of an unidentified idle oil line that eliminated associated construction delays.

D. PROJECT TEAM ORGANIZATION

ROBERT BEAN

Construction Inspector (Electrical)

CONTACT INFO

bob.bean@nv5.com

EXPERIENCE

30 years

EDUCATION

A.A. Business Administration

Apprenticeship Program,
IBEW Local 11 Los Angeles

REGISTRATIONS

Former C10 Electrical
Contractor

Journeyman Electrician

Union Steward

PROJECT EXPERIENCE

Building Inspector

CITY OF BURBANK | BURBANK, CA

Building Permit Inspector. Mr. Bean served as a Building Permit Inspector performing building inspections for new commercial and residential building construction, additions, remodels, and alterations, including the repair and maintenance of electrical, plumbing, and mechanical work, rough framing, seismic bracing, foundations, drywall, windows and doors, roofing, electrical service installation, water distribution, and HVAC. Mr. Bean reported directly to the City Building Permit Department working as an extension of City Inspection Staff where he received his daily building permit inspection assignments, performed the inspections for conformance to the approved permit plans, City standards, CBC, NEC, and other applicable codes, and then finalized his inspection reports at the end of the day on the City's computerized building inspection portal.

Building Department Inspector

CLARK COUNTY | LAS VEGAS, NV

Electrical Inspector. Mr. Bean served as Clark County's Electrical Inspector for the Las Vegas strip in Clark County Nevada, including all hotels from McCarron Airport to downtown Las Vegas. Mr. Bean inspected all electrical permitted installations including new electrical services, transformers, residential, commercial, hotels, swimming pools, air conditionings, elevators, kitchen facilities, fire alarms, telephone systems, CCTV security installations, landscape lighting, traffic signals and street lighting.

JOE CHIQUETE

Construction Inspector

CONTACT INFO

joe.chiquete@nv5.com

EXPERIENCE

40 years

EDUCATION

B.A. Urban and Regional
Planning, Environmental
Analysis

PROJECT EXPERIENCE

FY 2021-22 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Inspector. Mr. Chiquete provided construction inspection services for the City's FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

Utility Undergrounding Assessment District No. 19-4

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

Construction Inspector. Mr. Chiquete provided construction inspection services for the undergrounding of overhead utilities for Utility Undergrounding Assessment District No. 19-4. The project includes the installation of underground electrical and telecom utilities in order to convert the overhead utilities for 167 homes to underground utilities. The project involves utility trenching and backfill; installation of utility conduits and construction of PCC encasement; installation of pullboxes, PCC pads, conduit risers and other ancillary facilities; AC and PCC paving and other ancillary site work; removal of existing utility poles; and close coordination with affected utilities, including Southern California Edison, Charter Communications, and Frontier.

D. PROJECT TEAM ORGANIZATION

PATRICK CROWLEY

Construction Inspector

CONTACT INFO

patrick.crowley@nv5.com

EXPERIENCE

18 years

LICENSES/CERTIFICATES

Energized Vault Safety

Confined Space Training

Flagger Training

Backhoe/Forklift Certified

Competent Persons Training

Numerous Operator

Qualifications

Pole Top & Confined Space

Rescue

Veriforce Evaluator/Proctor

Photovoltaic Technician

Pipe Fitting

OSHA 30 & OSHA 10

PROJECT EXPERIENCE

On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Construction Inspector. NV5 is providing on-call inspection services of both CIP and developer projects for the City. Our team's responsibilities include documenting and determining the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details. He reports directly to the City's Project Manager.

FY20-21 Street Resurfacing and Sewer Repairs

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Crowley provided construction inspection services on street improvements, including grinding, placing ARHM, and slurry seal, repairing concrete sidewalks, curb and gutters, cross gutters, and alley aprons, ADA upgrades to 24 ramps, adjusting manholes and valves to finish grade, and pavement striping and markings. Sewer improvements included lining 4,840 LF of sewer main line, various point repairs, reconstruction of 7 manholes, shaft step replacements in over 200 manholes, and sewer lateral replacements at a library and a fire station. Mr. Crowley oversaw the work of the Contractor; coordinating the work with the City, Contractor, businesses, and the public; providing inspections, and preparing daily reports; and project closeout.

MIKE HELMA, LEED AP

Construction Inspector

CONTACT INFO

mike.helma@nv5.com

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

LICENSES

LEED Accredited Professional

PROJECT EXPERIENCE

FY 2019-20 Arterial Roadway Rehab

CITY OF PLACENTIA | PLACENTIA, CA

Construction Inspector. Mr. Helma provided construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately 4 miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

Margarita Recreation Center

CITY OF TEMECULA | TEMECULA, CA

Construction Inspector. Mr. Helma is providing construction inspection services for the \$8M Margarita Recreation Center replacement project. This is a Design-Build (DB) project that demolished the existing facility and is replacing it with a new building and pool.

FY 2019-20 Annual Pavement Preservation Program (Zone 3 Slurry Seal)

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Inspector. Mr. Helma provided construction inspection services for the City's Annual Citywide Street Improvement Program. The scope of work included crack seal and slurry seal; utility adjustments; and traffic striping and signage.

D. PROJECT TEAM ORGANIZATION

KENNETH P. HICKS

Construction Inspector

CONTACT INFO

kenneth.hicks@nv5.com

EXPERIENCE

18 years

LICENSES/CERTIFICATES

Qualified SWPPP Practitioner

Certified Inspector of
Sediment and Erosion Control

Nuclear Gauge Certified

OSHA-30

OSHA-10

Railroad Safety

PROJECT EXPERIENCE

On-Call Engineering Services

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Construction Inspector. Mr. Hicks provided construction inspection services for the City on two separate projects that occurred simultaneously. The ADA Pedestrian Accessibility Improvement Project, Phase 7 included the demolition of existing driveway approach, curb and sidewalk; and construction of a new driveway approach, curb and over 5,000 square feet of sidewalk. The City's 2023-2024 Pavement Management Project included construction of a 2-inch thick full-width grind and 2-inch ARHM overlay between Tanager Lane and Canyon Wren Lane on El Toro Road. Final inspection of the new striping and a punchlist walk were also completed.

Sidewalk & Curb Ramp Reconstruction Phase 3 (CIP No. 052)

CITY OF EL MONTE | EL MONTE, CA

Construction Inspector. Mr. Hicks provided construction inspection services for the federally assisted Sidewalk & Curb Ramp Reconstruction Phases 3. The scope of work includes parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

DAVID LEDYARD

Construction Inspector

CONTACT INFO

david.ledyard@nv5.com

EXPERIENCE

40 years

EDUCATION

A.A. Engineering

PROJECT EXPERIENCE

Old City Hall Office Renovation

CITY OF PLACENTIA | PLACENTIA, CA

Construction Inspector. Mr. Ledyard provided inspection services for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.

Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Construction Inspector. Mr. Ledyard provided construction inspection services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

Traffic Signal Improvements at Philadelphia Street at Towne Ave/Garey Ave

CITY OF POMONA | POMONA, CA

Construction Inspector. Mr. Ledyard provided construction inspection services for the federally funded Traffic Signal Improvements projects. The scope of work includes installation of traffic signal poles and traffic signal controllers; traffic signage and striping; reconstruction of existing ADA curb ramps and sidewalks, AC paving, and all related site work to complete the proposed improvements.

D. PROJECT TEAM ORGANIZATION

DUANE NEYENS

Construction Inspector

CONTACT INFO

duane.neyens@nv5.com

EXPERIENCE

30 years

EDUCATION

B.S. Organizational Management; A.S. Public Works Management

LICENSES/CERTIFICATES

- Certificates — Public Works Management, Construction Inspection Technology, Public Admin Supervisor
- Certified Inspector of Sediment & Erosion Control
- Concrete Testing Technician (ACI)
- Reinforced Concrete Special Inspector (ICC)
- Structural Masonry Special Inspector (ICC)
- OSHA-30

PROJECT EXPERIENCE

On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Construction Inspector. Mr. Neyens is providing on-call inspection services of both CIP and developer projects for the City. His responsibilities include documenting and determining the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details.

Rancho del Oro Road Extension

CITY OF OCEANSIDE | OCEANSIDE, CA

Resident Construction Inspector. The \$6.3M project constructed a new mile-long, north-south thoroughfare from Oceanside Boulevard to Mesa Drive and completed the major connection between Vista Way near Highway 78 and Highway 76 and Mission San Luis Rey, providing two lanes in both directions. This project helped to relieve the pressure of 50,000 cars per day on El Camino Real and College Boulevard. It included construction of bicycle lanes, sidewalks, shoulder, parkway and landscaping improvements with 300 trees and 25,000 shrubs and vines, a traffic signal system, storm drain and sanitary sewer systems, water line and gas line, underground utilities and SWPPP.

Gloria McClellan Senior Center

CITY OF VISTA | VISTA, CA

Construction Inspector. The \$1.6M project consisted of a two-story, 20,000-square-foot building and included office, assembly, and meeting rooms.

ROSARIO RUVALCABA

Construction Inspector

CONTACT INFO

rosario.ruvalcaba@nv5.com

EXPERIENCE

35 years

LICENSES/CERTIFICATES

- CA Water Distribution Operator, Grade III
- Construction Inspection of Traffic Signals and Highway Lighting Systems certificate
- Construction Site Storm Management Course Certificate (AEI-CASC)
- APWA Construction Inspection Workshop
- Fall Protection Certificate
- Trenching and Shoring Safety Certificate
- Traffic Control Certificate

PROJECT EXPERIENCE

Water Inspection Services (Staff Augmentation)

CITY OF ANAHEIM PUBLIC UTILITIES DEPARTMENT | ANAHEIM, CA

Construction Inspector. Mr. Ruvalcaba is providing full-time construction inspection services of Capital Improvement Projects for the Anaheim Public Utilities Department. His responsibilities include construction support services for potable water projects, including water pipeline and facility improvements.

Public Works Construction Inspector

CITY OF CORONA | CORONA, CA

Construction Inspector. Mr. Ruvalcaba inspected a variety of public works and public utilities construction and maintenance projects for the City. Projects included sidewalks, concrete structures, driveways, water main and service installations, sewer main and lateral installations, lift stations, pump stations, curbs and gutters, retaining walls, earthwork, street excavation and patchwork, drainage facilities, storm drains, landscape irrigation, traffic signal installations, underground conduit installations, street painting, street and traffic sign installations, and others to ensure construction and materials comply with contract standards and specifications, state laws, local ordinances and proper construction practices.

D. PROJECT TEAM ORGANIZATION

SALVADOR SANCHEZ

Construction Inspector

CONTACT INFO

salvador.sanchez
@nv5.com

EXPERIENCE

30 years

LICENSES/CERTIFICATES

Water Utilities Sciences
Certificate

Metrolink Railroad Safety
Contractor Safety Trained, No.
26481E22

CA Water Distribution
Operator, D5 No. 08546

CA Water Treatment Operator,
T4 No. 16793

PROJECT EXPERIENCE

William Woollett Jr. Aquatics Center

CITY OF IRVINE | IRVINE, CA

Construction Inspector. Mr. Sanchez provided construction inspection services for this pool replastering project (three pools) at the William Woollett Jr. Aquatics Center. The City is currently embarking on restoring and resurfacing all three of these pools.

Bankfield Sewage Pump Station

CITY OF CULVER CITY | CULVER CITY, CA

Construction Inspector. Mr. Sanchez provided inspection services for the construction of the Bankfield Sewer Pump Station adjacent to the Caltrans Right-of-Way. The new pump station receives diverted flows from two existing pump stations, and diverted flows from two more pump stations at a later date. The new pump station has a 10-foot-by-20-foot sewer wet well that is 35 feet deep, constructed in groundwater with a discharge permit to the City of L.A. Sewer Interceptor since the water was contaminated and RWQCB would not issue a permit to discharge to storm drain. There are two submersible pumps, a flow meter vault, a valve vault, a bypass vault for the two force mains, an emergency diesel-fueled backup electrical generator, and complete SCADA systems. There is also a 25-foot-by-20-foot building to house instrumentation and SCADA systems, a bathroom and electrical components. This project is an American Public Works Association BEST Awards winner.

MIKE SMITH

Construction Inspector

CONTACT INFO

mike.smith@nv5.com

EXPERIENCE

30 years

EDUCATION

A.A. Public Works

A.A. General Education

CERTIFICATES

Water Distribution Operator,
Grade D4, State Water
Resources Control Board

Water Treatment Operator,
Grade T1, State Water
Resources Control Board

Collection System
Maintenance, Grade 2,
California Water Environment
Association (CWEA)

Public Works Construction
Inspection Certificate

PROJECT EXPERIENCE

Bastanchury Road Widening between Casa Loma Avenue and Eureka Avenue

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Inspector. Mr. Smith is providing construction inspection services for the Bastanchury Road Widening project. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

Sidewalk & Curb Ramp Reconstruction (Phase 2)

CITY OF EL MONTE | EL MONTE, CA

Construction Inspector. Mr. Smith provided inspection services for this federally-assisted Sidewalk & Curb Ramp Reconstruction Phase 1 & 2. The scope of work includes parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

D. PROJECT TEAM ORGANIZATION

DANIEL WARREN

Construction Inspector

CONTACT INFO

daniel.warren@nv5.com

EXPERIENCE

30 years

LICENSES

Water Distribution Operator
Grade III
No. 8020

Water Treatment Operator
Grade II No. 18940

Recycled Site Supervisor
Conversion from Potable
to Recycled Water

Competent Person Site
Survey for Soil Conditions

Trench Shoring Certified

Underground Utilities
Certified

PROJECT EXPERIENCE

Diversion Pipeline

CITY OF CULVER CITY | CULVER CITY, CA

Construction Inspector. Mr. Warren provided construction inspection services for the construction of diversion sewer pipes to abandon Mesmer and Overland Sewer Pump Stations involving conventional cut and cover as well as trenchless jack and bore underneath the Caltrans ROW in multiple jurisdictions, including the City of Los Angeles. The goal of the project was to divert flows from four of the City's sewer pump stations to a new sewage pump station, Bankfield Station, which is another project for which NV5 provided construction management and inspection services during construction. The project also included full street AC resurfacing.

Fullerton Road Grade Separation

AECOM (CITY OF INDUSTRY AND COUNTY OF LOS ANGELES) | INDUSTRY, CA

Construction Inspector. Mr. Warren provided construction inspection services for the sewer lift station portion of the \$223.7M Fullerton Road Grade Separation. Mr. Warren inspected the construction of the sewer lift station's wet well's mechanical and CMU Electrical Control Building and Appurtenances. The Fullerton Road Grade Separation Project lowered Fullerton Road under the existing Union Pacific railroad tracks in the City of Industry and unincorporated Los Angeles County. Plans included constructing a six-lane roadway underpass, four-track railroad bridge and bridge for Railroad Street spanning Fullerton Road. Gale Avenue would be lowered at the intersection with Fullerton Road.

RAFAEL GUTIERREZ

Construction Administration

CONTACT INFO

rafael.gutierrez@nv5.com

EXPERIENCE

18 years

EDUCATION

A.A. Computer-aided Drafting
& Design

PROJECT EXPERIENCE

Utility Undergrounding Assessment District No. 19-4

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

Construction Administration. Mr. Gutierrez provided construction administration services for the undergrounding of overhead utilities for Utility Undergrounding Assessment District No. 19-4. The project includes the installation of underground electrical and telecom utilities in order to convert the overhead utilities for 167 homes to underground utilities. The project involves utility trenching and backfill; installation of utility conduits and construction of PCC encasement; installation of pullboxes, PCC pads, conduit risers and other ancillary facilities; AC and PCC paving and other ancillary site work; removal of existing utility poles; and close coordination with affected utilities, including Southern California Edison, Charter Communications, and Frontier.

Reverse Osmosis Water Treatment Plant

CITY OF BEVERLY HILLS | BEVERLY HILLS, CA

CAD/Construction Administration. Mr. Gutierrez assisted with the design and construction administration during the design and construction of a pre-treatment system for the City's existing Reverse Osmosis Water Treatment Plant. As Owner's Representative, NV5 oversaw the planning and initial design to construct this project and then continued as Construction Manager and Construction Inspector. The project included evaluation and necessary upgrades to the entire water supply system.

D. PROJECT TEAM ORGANIZATION

CARL HENDERSON, PH.D, PE, GE

Materials Testing & Special Inspection — Project Manager

CONTACT INFO

carl.henderson@nv5.com

EXPERIENCE

25 years

EDUCATION

Ph.D. Civil Engineering

M.S. Civil Engineering
(Geotechnical)

B.S. Civil Engineering

LICENSES/CERTIFICATES

Geotechnical Engineer (CA)
No. 2886

Civil Engineer (CA)
No. 71115

PROJECT EXPERIENCE

On-Call Development & Utility Permit Inspection Services & Construction Administration Services

CITY OF NEWPORT BEACH | NEWPORT BEACH, CA

Geotechnical/Material Testing Manager. Dr. Henderson oversees NV5's material testing services for utility undergrounding projects in the City of Newport Beach. Our team has provided material testing/special inspection services for utility undergrounding districts AD-111 and AD113.

Residential Alley Improvements

CITY OF SANTA FE SPRINGS | SANTA FE SPRINGS, CA

Geotechnical Project Manager. Mr. Henderson is providing geotechnical engineering services for the design of 10 alley segments for the Residential Alley Improvements project. NV5's services include utility notification and coordination; topographic survey; pavement investigation and report that will include a recommendation for subgrade preparation, soil corrosion potential, and pavement design options; and preliminary and final plans, specifications and cost estimate.

A. SHAFIQ POPALZAI, PE

Materials Testing & Special Inspection — Project Liaison

CONTACT INFO

shafiq.popalzai@nv5.com

EXPERIENCE

21 years

EDUCATION

M.S. Geotechnical
Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 77336

PROJECT EXPERIENCE

Capital Improvement Projects

CITY OF CULVER CITY | CULVER CITY, CA

Mr. Popalzai worked on capital improvement projects for Culver City that included the following: equipment improvement projects, facilities improvement projects, parking improvement projects, parks & park facilities projects, sewer improvement projects, street & alley improvement projects, technology improvement projects, traffic signal & lighting improvement projects, and urban runoff management projects.

Cherry Avenue Street Improvements

COUNTY OF SAN BERNARDINO | FONTANA, CA

Mr. Popalzai provided technical support to laboratory and field testing and inspection staff for this project. He prepared and reviewed quality-related program documents.

City of Hope Hotel

CITY OF HOPE | DUARTE, CA

Mr. Popalzai provided technical support to laboratory, field testing and inspection staff, and prepared and reviewed quality-related program documents for the City of Hope Hotel. This project consists of the construction of a 5-story, slab-on-grade hotel building of cast-in-place concrete and post-tension construction with a footprint of about 43,500 square feet. Off-site improvements will consist of construction of curb, gutter and sidewalks. On-site parking is to be of asphalt concrete over compacted subgrade and aggregate base material.

D. PROJECT TEAM ORGANIZATION

MIKE RASTEGAR

Materials Testing & Special Inspection — Special Inspector

CONTACT INFO

mike.rastegar@nv5.com

EXPERIENCE

16 years

EDUCATION

Associate of Science

LICENSES/CERTIFICATES

Certified Electronics
Technician (ISCET) AC29332

ICC 9056427

LADBS P038531

40-Hr. OSHA Hazwoper

OSHA 10-Hr. Construction
Industry Course

ACI

First Aid / CPR

RSO

PROJECT EXPERIENCE

Hacienda Road Remedial Grading and Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS

Special Inspector. Mr. Rastegar provided Special Inspection services for the Hacienda Road Remedial Grading and Street Improvement project. The project included construction of new PCC drainage gutter and headwall, AC berm and AC paving. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

FY 2020-21 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS

Special Inspector. Mr. Rastegar provided Special Inspection services for the City's FY 2020-21 Street Improvements project. The scope of work included street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

Cerritos College Gymnasium

CERRITOS, CA

Project Deputy/Owner's Representative. Mr. Rastegar managed construction activities and supervised the General Contractor. He managed multiple DSA projects per plans and specs, achieving all safety, risk mitigation, quality, and logistics standards.

BENJAMIN OCASIO

Labor Compliance (*Subconsultant: Pacific Resource Services*)

CONTACT INFO

bocasio@pacificresources
services.com

EXPERIENCE

25+ years

EDUCATION

M.P.A. Public Affairs

B.S. Urban & Regional
Planning

Valley Leadership Institute

PROJECT EXPERIENCE

Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

Labor Compliance and Federal Funding. As a subconsultant to NV5, Pacific Resources Services is providing labor compliance and federal funding services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

Lambert Park Improvements

CITY OF EL MONTE | EL MONTE, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for this 9-acre park and playground project. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path, and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

Relevant Project Experience

NV5 has a strong track record of completing projects **on time** and **within budget**. Included below is a sampling of our relevant project experience related to the City's scope of work.

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
FY 19-20 Arterial Roadway Rehab City of Placentia	NV5 provided construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately four miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City. ▶ CONSTRUCTION COST: \$1.2 MILLION	Street Rehab, Signing and Striping, Site Improvements
Placentia Avenue Rehab City of Placentia	Our team provided construction management, inspection, labor compliance, and funding oversight services for this federally funded rehabilitation project with Caltrans oversight. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping. We also provided comprehensive labor compliance services and assisted the City in preparing for and completing an extensive Caltrans audit. ▶ CONSTRUCTION COST: \$1.3 MILLION	Street Rehab, Signing and Striping
Old City Hall Office Renovation City of Placentia	NV5 is providing part-time inspection services for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom. ▶ CONSTRUCTION COST: \$500,000	Tenant Improvement/ Building Renovation
Bastanchury Road Widening Program City of Yorba Linda	NV5 is providing construction management, inspection, materials testing/ deputy inspection, and labor compliance services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail with biofiltration swales, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening. ▶ CONSTRUCTION COST: \$5.3 MILLION	Street Rehab, Signing and Striping, Storm Drain Improvements, Irrigation and Landscaping, Site Improvements, Street Lighting, Traffic Signal
Annual Pavement Preservation Program City of Yorba Linda	NV5 provided construction management and inspection services for the City's Annual Pavement Preservation Program (APPP) for FY 2020-21, FY 2019-20, FY 2015-16, FY 2014-15, and FY 2012-13.. The work includes crack seal, slurry seal, adjustment of manholes and valve covers to grade, and traffic signage and striping. ▶ CONSTRUCTION COST: \$3 MILLION ANNUALLY	Street Rehab, Signing and Striping, Site Improvements

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
Bellflower Boulevard Rehabilitation City of Bellflower	NV5 provided construction management, inspection, labor compliance, geotechnical/materials testing and deputy inspection services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage. ▶ CONSTRUCTION COST: \$1.36 MILLION	Street Rehab, Signing and Striping, Irrigation and Landscaping
Bellflower Boulevard and Alondra Boulevard Rehabilitation City of Bellflower	NV5 provided construction management, inspection, labor compliance and funding oversight services for this \$1.4M federally funded street improvement project. The project included reconstruction and resurfacing of AC pavement, installation of new traffic loops, adjustment of utilities to grade, and new traffic signage and striping. ▶ CONSTRUCTION COST: \$1.4 MILLION	Street Rehab, Signing and Striping
FY 2022-23 Street Improvements City of Laguna Niguel	NV5 provided construction inspection services for the federally funded FY 22-23 Street Improvements project. The work included reconstruction of existing PCC sidewalks, driveways, curb and gutter, and curb ramps; reconstruction and resurfacing of existing AC pavement; and traffic signage and striping ▶ CONSTRUCTION COST: \$500,000	Street Rehab, Signing and Striping
FY 2021-22 Street Improvements City of La Habra Heights	NV5 provided construction management and inspection services for the City's FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project. ▶ CONSTRUCTION COST: \$1.5 MILLION	Street Rehab, Signing and Striping
Colorado Street & Columbus Ave. Rehabilitation City of Glendale	NV5 provided construction inspection services for this federally funded street rehabilitation project. The Scope of Work included selective removal/reconstruction/surface grinding of deteriorated pavement and placement of asphalt concrete pavement; placement of asphalt rubber hot mix pavement (ARHM) over asphalt leveling course; selective removal and repair of broken and damaged sidewalks, curbs, curbs and gutters, driveway approaches, local depressions, and alley aprons; installation of new ADA curb ramps; planting of new trees; adjustment of existing manholes, water meters and utility boxes to finished grade; traffic signal modification at Colorado Street and Columbus Avenue and Colorado Street and San Fernando Road intersections; removal and replacement of existing traffic striping and installation of new striping; and reconstruction of 121 LF of damaged sewer mains. ▶ CONSTRUCTION COST: \$2.1 MILLION	Street Rehab, Signing and Striping; Sewer Improvements

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
Slurry Seal and Rehabilitation Program City of Aliso Viejo	NV5 provided construction inspection services for City's annual Slurry Seal and Rehabilitation Program for FY 2022-23, FY 2021-22, FY 2019-20, FY 2016-17, FY 2015-16, FY 2013-14, and FY 2012-13. The scope of work includes AC repairs, crack seal, slurry seal (Type II), utility adjustments, traffic loop installation, and traffic signage and striping. ► CONSTRUCTION COST: \$1.5 MILLION ANNUALLY	Street Rehab, Signing and Striping
University Drive Widening City of Irvine	NV5 provided construction management and inspection services for the University Drive Widening (from Campus Drive to MacArthur Boulevard) project, which included parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services and project closeout. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjust utility manholes and valves to grade, installation of traffic signs, striping, pavement markings and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new street light infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs. ► CONSTRUCTION COST: \$13.1 MILLION	Street Rehab, Signing and Striping, Storm Drain Improvements, Irrigation and Landscaping, Site Improvements, Street Lighting, Traffic Signal
Lakewood Interconnect Phase II Long Beach Utilities District	NV5 provided construction management and inspection services for the Long Beach Conjunctive Use Expansion Palo Verde Pipeline project. This project involved the replacement of approximately 50 feet of pipe for the interconnect, the construction of a shallow vault for a mag meter, and an above-ground cla-valve with insertion meters. While cla-valve originally had a hydroelectric generator specified in the original plans and specifications, the generator was not large enough to power all the required devices. NV5 provided additional electrical and instrumentation design information to LBWD and the Contractor to provide a solar panel with battery backup that will completely power all the instrumentation devices, including the radio system, allowing communication back to LBWD's SCADA Central regardless of whether there is water flowing through the pipeline or not. ► CONSTRUCTION COST: \$595,800	Water Improvements, Electrical Systems
Diversion Pipeline City of Culver City	NV5 provided construction management, inspection, and engineering services for the construction of sewer main diversion pipes reversing sewer flow via conventional cut and cover as well as trenchless jack and bore methods to abandon Mesmer and Overland Sewer Pump Stations. This also involved extensive permits and coordination with Caltrans, the City of Los Angeles, and the City of Culver City for these jack and bore pipelines underneath the I-405 and Route 90. The goal of the project was to divert flows from four of the City's sewer pump stations to a new sewage pump station, Bankfield Station, which is another project in which NV5 provided construction management and inspection services during construction. ► CONSTRUCTION COST: \$11 MILLION	Sewer Improvements

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<p>Bankfield Sewage Pump Station City of Culver City</p>	<p>NV5 provided construction management, inspection, and limited design engineering services for the construction of the Bankfield Sewer Pump Station adjacent to the Caltrans Right-of-Way. The new pump station receives diverted flows from two existing pump stations, and diverted flows from two more pump stations at a later date. The new pump station has a 10-foot-by-20-foot sewer wet well that is 35 feet deep, constructed in groundwater with a discharge permit to the City of L.A. Sewer Interceptor since the water was contaminated and RWQCB would not issue a permit to discharge to storm drain. There are two submersible pumps, a flow meter vault, a valve vault, a bypass vault for the two force mains, an emergency diesel-fueled backup electrical generator, and complete SCADA systems. NV5 assisted with the final design and implementation of the emergency diesel generator, as well as pipeline redesign for the sewer force main, including the AQMD permitting, as the original plans did not accommodate a generator. There is also a 25-foot-by-20-foot building to house instrumentation and SCADA systems, a bathroom and electrical components. <i>This project is an American Public Works Association BEST Awards winner.</i></p> <p>► CONSTRUCTION COST: \$4.9 MILLION</p>	<p>Sewer Improvements, Electrical Systems</p>
<p>Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads City of El Monte</p>	<p>NV5 is providing emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads. Due to an additional railroad track proposed by SCRRA to meet the needs of the upcoming Olympics, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the existing railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the plans, specifications and cost estimates; utility research; temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.</p> <p>► CONSTRUCTION COST: \$2 MILLION</p>	<p>Sewer Improvements</p>
<p>Mesa Henderson Storm Drain Improvements City of Villa Park</p>	<p>NV5 provided construction management and inspection services for the Mesa Henderson Storm Drain Replacement project (Henderson Way to Mesa Drive). The project included clearing and grubbing, erosion control, traffic control, unclassified excavation, construction of a 90-inch RCP storm drain and PCC headwall, partial removal and reconstruction of a tennis court, lighting and fencing, removal and reconstruction of a CMU wall, residential patio grading and landscape restoration, including trees and a koi pond. Our team was responsible for providing services and personnel to manage the project, including resident engineer, construction manager, construction inspection, materials testing and inspection, specialty inspection, federal funding and labor compliance, contract administration, and other necessary tasks during construction.</p> <p>► CONSTRUCTION COST: \$572,000</p>	<p>Storm Drain Improvements</p>

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<p>Copper Hill Drive Bridge Widening City of Santa Clarita</p>	<p>NV5 is providing construction oversight and inspection services for the Copper Hill Drive Bridge Widening over San Francisquito Creek between McBean Parkway and Avenida Rancho Tesoro. Proposed improvements include widening the north side of the existing bridge by 33 feet to allow the new widened bridge to have three lanes and a small shoulder for each of east and west directions, extending the south sidewalk to 12 feet wide, adding a new 5 foot wide sidewalk to the north side, constructing a new raised median landscape island of varying width between McBean Parkway and Avenida Rancho Tesoro, and constructing new approach slabs on both the east and west side of the bridge. The project scope also includes a number of associated street and public improvements, including multi-use Class I trail connections; traffic signal, signing & striping; installation of storm drain and drainage devices; and street lights.</p> <p>► CONSTRUCTION COST: \$9.5 MILLION</p>	<p>Bridge Construction, Signing and Striping, Irrigation and Landscaping, Traffic Signal, Storm Drain Improvements, Street Lighting</p>
<p>Hickman Road Over the Tuolumne River Bridge Replacement County of Stanislaus</p>	<p>NV5 provided full construction management services for this \$18M bridge replacement, which replaces the existing 6,523-foot bridge over the Tuolumne River. The existing bridge was built in 1964 but in 2017 was determined to be structurally deficient and scour critical. During heavy river flows, the bridge is subject to shutdowns. Since it is the only southern access to the City of Waterford, it is a vital link for the region.</p> <p>The replacement bridge consists of a five-span, 750-foot-long cast-in-place (CIP) post-tensioned box girder with two 12-foot-wide travel lanes and two 8-foot-wide shoulders and one 5-foot-wide sidewalk placed along the upstream edge. The new bridge is wide enough to accommodate two lanes of vehicular traffic plus safe pedestrian and bike access. It is supported by 10-foot diameter drilledpile foundations up to 148 feet deep to address the ongoing degradation of the Tuolumne River channel. The new bridge will also carry a new water line, gas line, and fiber optic telecommunication facilities. The replacement bridge will be constructed immediately upstream of the existing structure, in order to keep the existing road and bridge open to public traffic during construction. The new road alignment will transition and connect back to the existing Hickman Road alignment and tie into a revised signalized intersection at State Route 132. The existing bridge will be demolished upon completion of the new bridge construction.</p> <p>► CONSTRUCTION COST: \$18.15 MILLION</p>	<p>Bridge Construction</p>
<p>Margarita Recreation Center Replacement City of Temecula</p>	<p>NV5 is providing preliminary design, project management, construction management and inspection services for the Margarita Recreation Center replacement project. This is a Design-Build (DB) project that demolished the existing facility and is replacing it with a new building and pool. In concert with City staff, our team prepared the design bridging documents and DB Request for Proposal and assisted the City with the DB contract Advertising and Award process. The DB contractor is completing the design and construction of the project while NV5 provides construction management and inspection services through project completion.</p> <p>► CONSTRUCTION COST: \$8 MILLION</p>	<p>New Building Construction, Parks and Recreation Facility Improvements</p>

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
Robinson Park Recreation Center Renovation City of Pasadena	NV5 provided construction management and inspection services for the renovation of Robinson Park Recreation Center. The \$12.2M project consists of the demolition and reconstruction of the Recreation Center’s approximately 9,000-square-foot multipurpose room, administrative offices, commercial kitchen, open courtyard, restrooms, conference rooms, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, children’s playground and an intensive structural seismic upgrade of the Recreation Center’s existing 7,300-square-foot gymnasium. The design is fully accessible and includes energy-efficient lighting, technology and security upgrades with new drought-tolerant landscaping. ▶ CONSTRUCTION COST: \$12.2 MILLION	New Building Construction, Park Lighting, Parks and Recreation Facility Improvements
Lambert Park Improvements City of El Monte	NV5 provided construction management and inspection services for the Lambert Park Improvements project. The park is approximately 9 acres and is located within a residential neighborhood in the northeastern portion of the City. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot. ▶ CONSTRUCTION COST: \$4.3 MILLION	New Building Construction, Park Lighting, Parks and Recreation Facility Improvements
Pickleball Courts Drainage Improvements City of Laguna Niguel	NV5 provided construction management and inspection services for the City of Laguna Niguel’s Pickleball Courts Drainage Improvements project. The scope of work included modifying the existing drainage within the Pickleball Court area at Crown Valley Elementary School, including minor grading; installing and connecting new storm drain line, inlets and grates; retaining wall and slab repairs; cleaning and repair of existing V-ditch; removal of existing trees, plants and irrigation system; and backfill. ▶ CONSTRUCTION COST: \$300,000 (ESTIMATED)	Storm Drain, Parks and Recreation Facility Improvements
William Woollett Jr. Aquatics Center City of Irvine	NV5 is providing Project Management, Construction Management and Inspection Services for this pool re-plastering project (three pools) at the William Woollett Jr. Aquatics Center. The complex is a world-class aquatic facility open year round for regional and national competitive events with two 50-meter pools and a 25-yard instruction pool. The City is currently embarking on restoring and resurfacing all three of these pools. The pools appear to be standard gunnite/shotcrete pools with rows of lap tiles on the bottom and border tiles along the rims. The City is currently working with an engineer to develop plans and specifications for the pool resurfacing at this facility. NV5 provided a constructability review of the pending plans and specifications, and will provide construction management and inspection during pool restoration. ▶ CONSTRUCTION COST: \$1.5 MILLION	Parks and Recreation Facility Improvements

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
Heritage Park Community Center Exterior Rehab and Painting City of Irvine	<p>NV5 provided Project Management, Design Engineering, and Construction Management Services for the exterior rehabilitation and painting of the Heritage Park Community Center, the Metal Maintenance Building, and the Fine Arts Center. Both centers are located within the Heritage Community Park, which offers open space, lake views, playground amenities, and a variety of classes to the community. There is also a metal shed to the east of the Community Center on the opposite side of the parking lot. The park operates year round, 7 days a week.</p> <p>► CONSTRUCTION COST: \$280,000</p>	Parks and Recreation Facility Improvements
PCH Signal and Median Improvements City of Malibu	<p>NV5 is providing on-call construction management support services to the City of Malibu for two highway projects: Signal System Improvements from Topanga Canyon Boulevard (SR-27) to John Tyler Drive, and Median Improvements from Webb Way to Puerco Canyon Road (north of John Tyler Drive). The Signal Improvements project is needed to minimize traffic incidents and will facilitate signal timing adjustment and streamline monitoring from a remote facility (Caltrans Los Angeles Transportation Management Center “TMC”) to enable Caltrans to monitor traffic flow and regulate all intersection incident management. This project also includes curb ramp upgrades in some areas. The existing arterial traffic signals are to be upgraded and connected to Caltrans’ District 7 – TMC and the City of Malibu Traffic Operations Center (TOC). The needed safety upgrade will include the installation of Intelligent Transportation System (ITS) devices, such as closed-circuit television (CCTV) cameras, a queue detection system, dedicated short-range communication (DSRC), and changeable message signs (CMS). The Median Improvements project south of Puerco Canyon is to reconstruct the existing median island for approximately 2 miles between Webb Way and Puerco Canyon Road. This proposed project includes constructing new median curbs with a stamped concrete median. This project will also add bike refuge lanes at the intersections.</p> <p>► CONSTRUCTION COST: \$15.5 MILLION</p>	Irrigation and Landscaping, Traffic Signal
Sidewalk & Curb Ramp Reconstruction Phase 1, 2 & 3 City of El Monte	<p>NV5 is providing preliminary engineering, construction inspection, geotechnical and materials testing, labor compliance and arboricultural services for the federally assisted Sidewalk & Curb Ramp Reconstruction Phases 1, 2 & 3. A condition assessment of various portions of sidewalks, curb and gutter and ADA ramps was also performed. The scope of work includes parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.</p> <p>► CONSTRUCTION COST: \$1.5 MILLION</p>	Site Improvements

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
Traffic Signal Improvements City of Pomona	<p>NV5 provided construction management, inspection, geotechnical/materials testing and deputy inspection services for this federally funded Traffic Signal Improvements project at Towne Avenue and Philadelphia Street, and at Garey Avenue and Philadelphia Street. The scope of work included installation of traffic signal poles and traffic signal controllers; traffic signage and striping; reconstruction of existing ADA curb ramps and sidewalks, AC paving, and all related site work to complete the proposed improvements.</p> <p>► CONSTRUCTION COST: \$537,000</p>	Traffic Signal
Reverse Osmosis Water Treatment Plant City of Beverly Hills	<p>NV5 served as Owner's Representative for the City during the design and construction of a pre-treatment system for the City's existing Reverse Osmosis Water Treatment Plant. Our team oversaw the planning and initial design to construct this project as a design-build facility for the City. Once the project was initially bid as a design-build project, the City opted instead to finalize the design and re-bid the project under a conventional design-bid-build option. NV5 continued throughout this process as the Owner's Representative to oversee the second bidding for conventional construction and continued on as Construction Manager as well as provided full-time inspection services throughout bidding, material procurement, construction, commissioning, testing, Division of Drinking Water permitting, and training of City Operations Staff. The project reached substantial completion in January 2022 and subsequently received permitting from the Division of Drinking Water. The project included evaluation and necessary upgrades to the entire water supply system including the installation and integration of new SCADA to all system elements.</p> <p>► CONSTRUCTION COST: \$10.6 MILLION</p>	Mechanical Systems
Utility Undergrounding Assessment District No. 19-4, 19-12, 19-14 City of Manhattan Beach	<p>NV5 provided construction management and inspection services for the undergrounding of overhead utilities for Utility Undergrounding Assessment District No. 19-4, and oversight inspection services for UUAD Nos. 19-12 and 19-14. The projects included the installation of underground electrical and telecom utilities in order to convert the overhead utilities for homes to underground utilities. The projects involved utility trenching and backfill; installation of utility conduits and construction of PCC encasement; installation of pullboxes, PCC pads, conduit risers and other ancillary facilities; AC and PCC paving and other ancillary site work; removal of existing utility poles; and close coordination with affected utilities, including Southern California Edison, Charter Communications, and Frontier. The districts ranged in size from 168 parcels to 244 parcels</p> <p>► CONSTRUCTION COST: \$15 MILLION</p>	Electrical Systems
Greenwich Village North UUAD City of Hermosa Beach	<p>NV5 is providing design oversight and management for the undergrounding of existing overhead utilities. Our duties include: coordination with stakeholder utilities (SCE, Frontier and Crown Castle) to facilitate timely completion of the design and construction documents; prepare and maintain project schedule and budget, and monitor status of design; conduct regular progress meetings with City and stakeholder utilities; provide regular status updates to City Staff; and, represent the City in all design phases.</p> <p>► CONSTRUCTION COST: TBD</p>	Electrical Systems

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<p>On-Call Building Inspection Services City of Burbank</p>	<p>NV5 provides the City with an as-needed Building Permit Inspector to perform building inspections for new commercial and residential building construction, additions, remodels, and alterations, including the repair and maintenance of electrical, plumbing, and mechanical work, rough framing, seismic bracing, foundations, drywall, windows and doors, roofing, electrical service installation, water distribution, and HVAC. The Inspector reports directly to the City Building Permit Department working as an extension of City Inspection Staff where they received daily building permit inspection assignments, performed the inspections for conformance to the approved permit plans, City standards, CBC, NEC, and other applicable codes, and then finalized their inspection reports at the end of the day on the City's computerized building inspection portal.</p> <p>NV5 also provided Curbside EVCS and Electrical Service inspections and Type III Electrical Service Cabinet Installation inspection.</p> <p>▶ CONSTRUCTION COST: VARIES</p>	<p>Electrical Systems</p>

E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

References

Provided below are references of clients for whom Construction Management and Inspection Services have been performed that are comparable in quality and scope to that specified in this RFP. NV5 Project Manager Peter Salgado, PE, oversaw all relevant projects listed.

AGENCY	REFERENCE	CONTACT INFO	RELEVANT PROJECT
City of Yorba Linda	Rick Yee Deputy Director Public Works/ Assistant City Engineer	714.961.7171 ryee@yorbalingaca.gov	<ul style="list-style-type: none"> • Bastanchury Road Widening • Annual Pavement Preservation Program
City of La Habra Heights	Rafferty Wooldridge Assistant City Manager/ Community Development Director	562.694.6302 rwooldridge@lhcity.org	<ul style="list-style-type: none"> • FY 2021-22 Street Improvements • FY 2020-21 Street Improvements • Hacienda Road Remedial Grading and Street Improvements • FY2019-20 Street Improvements • FY 2018-19 Street Rehabilitation • FY 2017-18 Street Rehabilitation
City of Bellflower	Len Gorecki Assistant City Manager/ Director of Public Works	562.804.1424 ext. 2259 lgorecki@bellflower.org	<ul style="list-style-type: none"> • Bellflower Boulevard Rehabilitation • Bellflower Boulevard and Alondra Boulevard Rehabilitation • Clark Avenue Rehabilitation • Bellflower Boulevard Pedestrian Enhancements

Current Construction Management and Inspection On-Call Contracts

NV5 holds numerous On-Call Contracts for Construction Management and/or Inspection Services in Southern California. Some of those contracts include the following agencies:

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| <ul style="list-style-type: none"> • City of Aliso Viejo • City of Anaheim • City of Beaumont • City of Bellflower • City of Coachella • City of Culver City • City of El Monte • City of Escondido • City of Fontana • City of Glendale • City of Hermosa Beach | <ul style="list-style-type: none"> • City of Irvine • City of Laguna Niguel • City of Moreno Valley • City of Newport Beach • City of Oceanside • City of Palm Springs • City of Placentia • City of Pomona • City of San Bernardino • City of Santa Ana • City of Santa Fe Springs | <ul style="list-style-type: none"> • City of Seal Beach • City of South Pasadena • City of Temecula • City of Thousand Oaks • City of Vista • City of Yorba Linda • County of San Diego • Irvine Ranch Water District • Santa Clara Valley Transportation Authority |
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F. UNDERSTANDING & APPROACH

Understanding & Approach

NV5's approach to Construction Management and Inspection Services is centered on our established policy of consistent and effective employee oversight. The Project Manager will closely monitor projects to verify that our construction managers and inspectors are performing within the guidelines of our established management and inspection procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

COMMUNICATION

Our construction support team will be the point of contact for all project correspondence and communication between the City, the contractor, the design team and other project stakeholders. Our team will be in constant communication with the City's project manager, making sure he or she has updated information on project status, as well as any on-site or any contractual issues.

STAYING CONNECTED

Our staff is equipped with the technology to work efficiently and stay organized and connected with our clients. NV5 utilizes Microsoft Teams to efficiently collaborate; easily find, share and edit files in real time; meet virtually; and streamline workflows all on one single platform. NV5 is committed to maintaining a safe and productive workplace environment while following COVID-19 guidelines and has access to several virtual meeting platforms in addition to Microsoft Teams, including GoToMeeting and Zoom.

SCHEDULE CONTROL

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements

of our cost control program include establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

QUALITY ASSURANCE AND QUALITY CONTROL

To assure compliance with the plans and specifications, we will implement a comprehensive quality assurance and quality control (QA/QC) program involving the following steps:

- We will perform a thorough review of the contract documents. This responsibility will include the following tasks:
 - Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs.
 - Comparing existing elevations, grades and details, etc., shown on plans with those at the actual site.
 - Reporting all errors, omissions and deficiencies, etc., to the City and engineering design team.
 - Keeping a marked-up set of plans and specifications for quick reference.
 - Anticipating the Contractor's operations by reviewing the plans and specifications for each one before it begins.
- Before start of construction, we will discuss with the Contractor the definable features of work to assure that documentation is complete, materials are on hand and those who are to perform the work understand the scope in its entirety.
- At the onset of the work, we will perform an initial inspection to determine whether the Contractor thoroughly understands and is capable of accomplishing the work as specified.
- We will assure that the Contractor has an established safety program and that regular safety meetings are conducted. We will also assure that the Contractor meets all OSHA safety requirements.
- The construction inspector will perform follow-up inspections on a daily basis for the purpose of assuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all

F. UNDERSTANDING & APPROACH

applicable standards. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the Contractor and corrective and preventive action will be taken to assure compliance with the contract documents.

- We will conduct a monthly review of the as-built drawings and assure that all items are considered in the changes of the record drawings, including:
 - The size, type and location of existing and new utility lines
 - The layout and schematic drawings of electrical circuits and piping
 - Verification of alignment and cross sections
 - Changes in the location of equipment, etc.
- Finally, we will review and approve the as-built drawings to complete the project turnover and begin the warranty period.

BEST MANAGEMENT PRACTICES

Our construction support services team is well-versed in National Pollutant Discharge Elimination System (NPDES) requirements and experienced in implementing best management practices. We will monitor the implementation, maintenance and any required modification of the approved Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). In the event that the project specifications for developing the SWPPP or WQMP are inadequate and cannot support the project needs or meet current NPDES requirements, we will work closely with the design consultants to incorporate the required provisions into the project specifications to meet these goals. In addition, our team includes Qualified SWPPP Developers and Qualified SWPPP Practitioners.

MOBILITY

Each member of our construction support services team has access to a mobile office that includes a laptop, internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone and email for easy access and continuous communication.

WEB-BASED DOCUMENT CONTROL SYSTEM

Our web-based CMIS software is designed to provide the Construction Manager the capability to manage project information efficiently and effectively while maintaining full transparency with the City and the design engineer in managing the construction contractor. The City, as well as NV5's Construction Manager and inspectors, have

real-time CMIS web-based software installed on an iPad or computer to record inspectors' daily reports and can be utilized on any device with internet access including iPhone and Android mobile devices. The City can log-in and view at any time the submittals, RFIs, correspondence, WSWD, Contractor's Pay Apps with DIR submissions and apprentice requirements documentation, and NV5 Inspection reports from any laptop, computer, or mobile device at any time.

Additionally, our inspectors send out supplementary email blasts noting elements of significance performed, along with photographs for a quick glance of work, enabling all City staff to immediately be up to date. At the end of the project, the data within the CMIS platform will be downloaded for archival with the City within 60 calendar days of the Notice of Completion.

LABOR COMPLIANCE AND WAGE MONITORING

We will review funding with the City to confirm any special requirements affecting the work, and identify accounting and reporting requirements. We will enforce any applicable Labor Compliance requirements and assure all certified payroll reports are submitted each month with the payment applications. Our trusted subconsultant **Pacific Resources Services** will review these reports, verify payroll amounts against wage reports and then submit to the City for filing. They can also perform monthly EEO interviews if necessary, and complete the required forms. NV5 and Pacific Resources Services will work with the contractor to maintain adequate project files and to correct any and all labor compliance violations.

CUSTOMER SERVICE AND PUBLIC OUTREACH

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues.

An effective and informative public outreach program that informs all affected residents, property owners and motorists about construction impacts and possible traffic delays is critical to the success of any project.

Key elements of our public outreach program include:

- Verbal and written notifications
- Informational flyers about the project
- Advanced written notices about upcoming work
- Verbal communication follow-up to ease public concerns, enabling residents and business to prepare for any anticipated impacts

G. SCOPE OF WORK

Scope of Work

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. **We agree to the scope of services as included in the RFP**, and, in addition, have included our standard scope of services, which has been developed over many years of successfully delivering construction management and inspection services for projects of similar scope and size.”

I. PROJECT STARTUP, COORDINATION & ORIENTATION PHASE

This phase is essential to establishing lines of communication and setting administrative protocols for the project. Our pre-construction services can include:

- Review any applicable funding guidelines with the City and identify accounting and reporting requirements.
- Establish a coordination plan to notify and facilitate any items of work affecting utilities, local agencies and other stakeholders.
- Assure that each member of our project team will have access to a mobile office, which includes a laptop, internet/email access, cellphone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via cellphone for easy access and continuous communication.

II. CONSTRUCTION PHASE

NV5 will focus on the daily tasks that are required to assure the contractor is executing the work according to the accepted Critical Path Method (CPM) baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and efficient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. Meeting agendas and minutes will be prepared and distributed to all attendees.

- Conduct weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems that need resolution, coordination with other contractors, change order/submittal/RFI status, and safety issues. Meeting agendas and minutes will be prepared and distributed.
- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Monitor the contractor’s work progress, personnel, equipment and materials to assure that adequate resources are available to meet the project schedule and that the contractor’s work is in compliance with the contract documents. Our team will also assure that City activities (such as bus routes, street sweeping and trash pickup) and responsibilities are addressed and appropriately scheduled to minimize any impacts to day-to-day operations.
- Work closely with the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates will incorporate modifications and changes from all sources, such as submittals, RFIs, field orders, etc.
- Process RFIs in a timely manner and assure timely response by appropriate project team members (City staff, engineer, other agencies). Response to RFIs will take no longer than seven (7) calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Assure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. NV5 will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to assure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to the schedule. We will monitor, process and forward for approval all submittals and assure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).
- Review and recommend for approval the contractor’s CPM baseline schedule and, upon acceptance,

G. SCOPE OF WORK

adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly and monthly basis to assure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.

- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.
- Coordinate evaluation of and provide recommendations for “or-equal” or product substitution requests with the design engineer, City, vendors, manufacturers and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.
- Review, evaluate and make recommendations on submitted change order requests. Change order requests will be fully vetted by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs. Differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- Maintain a safe working environment. All NV5 personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.
- Review and forward for approval the contractor payment applications. Conduct the monthly “pencil draft” with the contractor to review the progress to date and verify that payment applications represent

work in place and are in compliance with the accepted SOW and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor’s record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.

- Enforce Labor Compliance requirements, including completion of the Federal Labor Compliance Pre-job checklist. We will assure all certified payroll reports are submitted each month with the payment applications. We will review these reports, verify payroll amounts against wage reports, and then submit to the City for filing. We will work with the contractor to correct any and all labor compliance violations.
- Assure compliance with funding requirements set forth in pre-construction phase and assist the City as necessary with reimbursement procedures.

Inspection

Effective Quality Assurance and Control inspection is critical to successful project completion. Our Inspection services can include:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements, and present any concerns during the pre-construction meeting. Attend subsequent progress meetings and maintain communication and assist in facilitating resolution of pending issues. Maintain correspondence file and copy all contractor communications to the City.
- Conduct a pre-construction photo/video survey of the project site for verification that the site is returned to its original condition at the end of the construction period.
- Perform daily field and quality control inspections and measurements of the contractor’s work, submittals and construction materials to assure conformance with the contract documents, City codes and ordinances, “Greenbook” Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.

G. SCOPE OF WORK

- Prepare daily reports, including daily progress photos, and a comprehensive description of the work completed. Reports will document, at a minimum, the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on-site, and major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be delivered immediately to the contractor for any and all deviations.
- We will monitor the establishment, maintenance and any required modification of the approved SWPPP. Should the provisions for developing the SWPPP in the specifications be inadequate to support development of a comprehensive and timely submitted stormwater and erosion control plan necessary to comply with current NPDES requirements, the NV5 team can work closely with the design consultants to incorporate the required language into the project specifications suitable to meet these goals.
- Monitor utility coordination as set forth in the pre-construction meeting, reporting conflicts to the City and recommending a course of action.
- Work closely with the contractor to mitigate construction impacts to businesses and residents, and promote site and public safety.
- Verify implementation of a traffic control plan that is in accordance with the latest Work Area Traffic Control Handbook (WATCH) requirements, the City's requirements, and the contract documents.
- Verify compliance with funding requirements set forth in the pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to the City. Verify labor and

hours reported by contracts match the daily diary. Provide complete measurements and calculations to administer progress payments, assure contractors submit certified payroll reports, and make recommendation for payments.

- Compile detailed punch lists with the City, Consultants, and the contractor. NV5 will conduct a preliminary walk-through with the contractor to assure there are no blatant issues and to generate a preliminary punch list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with the contractor for item completion. All punch lists generated will include schedules for completion.
- • Upon project completion, conduct final inspection, closeout permits, including encroachment and construction/excavation, and prepare and submit as-built plans to the City.

III. POST-CONSTRUCTION PHASE

NV5 is committed to an expedient project closeout process. Our post-construction phase services can include:

- Obtain all required closeout documentation and materials (Warranties, O and M Manuals, As-Built Plans, Attic Stock, etc.) from the contractor, finalize and compile project closeout files, and submit final package to the City. Advise the City when it is appropriate to file the notice of completion based on all expired time and other conditions required.
- Review the contractor's final application for payment for completeness and forward to the City for approval.
- Maintain all relevant records for a minimum of three (3) years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.

H. SCHEDULE

Schedule

Below is a sample schedule for a construction support services project.



6. REQUIRED PROPOSAL STATEMENTS + 7. EXCEPTIONS

Required Proposal Statements

- A. NV5 will perform the services and adhere to the requirements described in this RFP, including any addenda.
- B. NV5 understands that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. NV5 states there are no specific portions of our submittal that are considered proprietary and should not be releasable as public information. NV5 is aware that all such requests may be subject to legal review and challenge.
- D. NV5 will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. NV5 has no Conflict of Interests.
- F. NV5 attests there has been no Collusion with other proposing firms.
- G. NV5 is able and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

Exceptions

NV5 has no proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix “ A”)

APPENDIX B

APPENDIX B SUMMARY SHEET

Firm Name: NV5, Inc.

Firm Parent or Ownership: NV5 Global, Inc.

Firm Address: 163 Technology Drive, Suite 100, Irvine, CA 92618

Firm Telephone Number: 949.585.0477

Firm Fax Number: 949.409.8182

Number of years in existence: 75

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Jeffrey M. Cooper, PE Title: Senior Vice President

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: jeff.cooper@nv5.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Peter Salgado, PE Title: Director of Construction Management

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: peter.salgado@nv5.com

Types of services provided by the firm: NV5, Inc. provides engineering and consulting services to public and private sectors, delivering solutions through six business verticals: Testing, Inspection, and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology.

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: NV5, Inc.

By:  _____
(Authorized Signature)

Type Name: Jeffrey M. Cooper, PE

Title: Senior Vice President

Date: January 30, 2024

COST PROPOSAL

PN: P27024-0001122.00



January 30, 2024

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

SUBJECT: On-Call Construction Management and Inspection Services

Dear Mr. Tanio,

Enclosed please find our Cost Proposal for the above referenced project. We look forward to meeting with you and discussing upcoming projects. We are excited about the opportunity to assist you and the City of Placentia.

Respectfully,
NV5

A blue ink signature of Peter Salgado, consisting of a stylized 'P' and 'S' followed by a horizontal line.

Peter Salgado, PE
Director of Construction Management

A blue ink signature of Jeffrey M. Cooper, consisting of a stylized 'J' and 'C' followed by a horizontal line.

Jeffrey M. Cooper, PE
Senior Vice President
(Authorized signer)

Fee Schedule



Effective through December 31, 2024. After this time, NV5 will receive a 3% rate increase for each consecutive year beginning January 1, 2025.

CONSTRUCTION SERVICES	HOURLY RATE**
Project Manager	\$210
Senior Construction Manager	\$200
Construction Manager	\$185
Senior Office Engineer	\$150
Office Engineer	\$125
Construction Inspector (effective through June 30, 2024)*	\$155
Construction Inspector (effective beginning July 1, 2024)*	\$164
Construction Administration	\$95
REIMBURSABLE EXPENSES	COST
Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	per IRS standard
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

* Assumes prevailing wages are applicable for field work.

** Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

COST PROPOSAL

NV5 GEOTECHNICAL FEE SCHEDULE FOR CITY OF RIVERSIDE ON-CALL PROFESSIONAL CONSULTING SERVICES		
PROFESSIONAL STAFF		
Personnel		
Administration Staff		\$75.00/hr.
Field Supervisor		\$150.00/hr.
CQA Manager		\$150.00/hr.
Senior CQA Manager		\$170.00/hr.
Staff Engineer / Geologist		\$120.00/hr.
Senior Staff Engineer / Geologist		\$135.00/hr.
Project Manager / Engineer / Geologist		\$155.00/hr.
Senior Engineer / Geologist		\$185.00/hr.
Associate Engineer / Geologist		\$205.00/hr.
Senior Principal Engineer / Geologist		\$245.00/hr.
FIELD STAFF (Prevailing Wage)		
Soil / ACI Technician I		\$136.00 /hr.
Field Supervisor		\$138.00 /hr.
ICC Special Inspector I (Concrete, Masonry, Steel, Bolt, Fireproofing)		\$138.00 /hr.
Certified Welding Inspector I		\$138.00 /hr.
NDT Technician		\$141.00 /hr.
Laboratory Technician (Non Field)		\$94.00 /hr.
Ground Penetrating Radar (Technician and Equipment)		\$204.00 /hr.
Coring Equipment Fee		\$83.00 /hr.
Torque/Pull Testing (Technician and Equipment)		\$149.00 /hr.
"Wildcat", 35-lb hammer Dynamic Cone Penetrometer (DCP) with tech		\$453.00 /hr.
Lightweight 5-lb Gas Dynamic Cone Penetrometer (DCP) equip with tech		\$221.00 /hr.
Seismic Refraction Survey Using Geode 24-Channel Seismodule		\$3,500.00 LS
Fall of Potential Ground Testing (Ground Rod Test) - Initial Test		\$1,100.00 LS
Fall of Potential Ground Testing (Ground Rod Test) - Subsequent Test		\$663.00 LS
Sample Pick-Up (Non-Prevailing Wage)		\$94.00 /hr.
Nuclear Density Gauge		\$40.00 /day
Vehicle Fee		\$50.00 /day
LABORATORY FEE SCHEDULE		
<i>Asphalt Concrete</i>		
Asphalt Mix Design Review		\$394.00/ea.
Hveem Stability		\$226.00/ea.
Hveem Unit Weight Sample Requiring Compaction		\$210.00/ea.
Marshall Stability, Flow & Unit Weight		220.00/ea. (per test specimen)
Maximum Theoretical Unit Weight (Rice)		\$220.00/ea.
Extraction - Ignition Oven (including gradation)		\$257.00/ea.
Percent Swell		\$168.00/ea.
Unit Wt Compacted Sample (Specific Gravity)		\$100.00/ea.
<i>Aggregates</i>		
Absorption Test, Coarse Aggregate		\$57.00/ea.

COST PROPOSAL

LABORATORY FEE SCHEDULE (CONTINUED)	
Absorption Test, Fine Aggregate	\$57.00/ea.
Clay Lumps & Friable Particles	\$142.00/ea.
Cleanness Value	\$168.00/ea.
Crushed Particles, Percent	\$215.00/ea.
Durability Index, Coarse Aggregate	\$137.00/ea.
Durability Index, Fine Aggregate	\$137.00/ea.
Abrasion Resistance by LA Rattler	\$215.00/ea.
Organic Impurities in Sand	\$84.00/ea.
Sieve Analysis Coarse Aggregate	\$105.00/ea.
Sieve Analysis Coarse & Fine Aggregate (includes Wash)	\$147.00/ea.
Sodium Sulfate Soundness (5 cycle test per primary size)	\$410.00/ea.
Specific Gravity, Fine Aggregate	\$100.00/ea.
Specific Gravity, Coarse Aggregate	\$89.00/ea.
Unit Weight (per cubic foot) Voids in Aggregate	\$79.00/ea.
Rock Core (Compressive Strength)	\$100.00/ea.
<i>Structural/Reinforcing Steel</i>	
Headed Rebar Tensile Test - No. 8 Bar and Smaller <	\$121.00/ea.
Headed Rebar Tensile Test - No. 9 Bar to No. 11	\$147.00/ea.
H. S. Bolt Conformance- Bolt, Nut & Washer (DSA)	\$504.00/ea.
Mechanically Spliced Reinforcing Steel - No. 8 Bar and Smaller <	\$210.00/ea.
Mechanically Spliced Reinforcing Steel - No. 9 Bar to No. 11	\$226.00/ea.
Mechanically Spliced Reinforcing Steel - No. 14	\$247.00/ea.
Mechanically Spliced Reinforcing Steel - Slippage	\$44.00/ea.
Mechanical Tests, Hardness Test, Rockwell	\$124.00/ea.
Prestressed Steel, Tensile Test, Strand (7-wire Coated)	\$247.00/ea.
Prestressed Steel, Tensile Test, Strand (7-wire Uncoated)	\$289.00/ea.
Reinforcing Steel, Tensile Test - No. 8 Bar and Smaller <	\$100.00/ea.
Reinforcing Steel, Tensile Test - No. 9 Bar to No. 11	\$113.00/ea.
Reinforcing Steel, Tensile Test - No. 11 Bar and Greater >	Quote
Reinforcing Steel, Bend Test	\$79.00/ea.
Spray-applied Fireproofing Density Tests	\$116.00/ea.
Structural Steel, Tensile - Up to 200,000 lbs.	\$168.00/ea.
Structural Steel, Bend Test	\$110.00/ea.
Welded Specimens, Tensile Test	\$142.00/ea.
Chemical Analysis	Quote
Machining Costs If Required	\$84.00/hr.
<i>Masonry</i>	
Absorption Test, Brick	\$68.00/ea.
Compression Test, Composite Prism	\$194.00/ea.

COST PROPOSAL

LABORATORY FEE SCHEDULE (CONTINUED)	
Compression Test, Brick	\$58.00/ea.
Compression Test, Blocks	\$100.00/ea.
Compression Test, Cores (does not include Coring for samples)	\$84.00/ea.
Compression Test, Grout / Mortar	\$39.00/ea.
Masonry Block Conformance (Does not include shrinkage)	\$504.00/ea.
Modulus of Rupture, Brick	\$58.00/ea.
Moisture as Received, Brick	\$58.00/ea.
Saturation Coefficient Brick	\$58.00/ea.
Unit Weight & Absorption, Block	\$84.00/ea.
Efflorescence, Block or Brick Only	\$84.00/ea.
Linear Shrinkage	\$284.00/ea.
Masonry Core Shear Test	\$137.00/ea.
Roofing	
Roofing Tile Absorption (Set of 5)	\$284.00/ea.
Roofing Tile Strength Test (Set of 5)	\$284.00/ea.
Soils	
Soil Processing Fee (per sample)	\$23.00/ea.
Chloride Content of Soil	\$89.00/ea.
Consolidation (up to 9 loads)	\$310.00/ea.
Direct Shear (undisturbed ring specimens)	\$284.00/ea.
Direct Shear (remolded specimens)	\$331.00/ea.
Expansion Index	\$179.00/ea.
Proctor (per curve) - 4-inch mold	\$221.00/ea.
Proctor (per curve) - 6-inch mold	\$295.00/ea.
Rock Correction (if required)	\$79.00/ea.
Moisture Content / Dry Density	\$44.00/ea.
Organic Matter	\$84.00/ea.
Plasticity Index/Liquid Limit (Atterberg Limit)	\$168.00/ea.
R-value (minimum 3 points)	\$357.00/ea.
Resistivity & pH of Soil	\$189.00/ea.
Sand Equivalent	\$105.00/ea.
Sieve Analysis	\$140.00/ea.
Sieve Analysis, with Hydrometer	\$284.00/ea.
No. 200 Mesh Wash Particle Size Gradation	\$100.00/ea.
Sulfate Content of Soil	\$89.00/ea.
Thermal Resistivity of Soil (including 1 proctor curve)	\$1365.00/ea.
Concrete	
Compression Test, 4x8 Cylinder	\$34.00/ea.
Compression Test, 6x12 Cylinder	\$36.00/ea.
Compression Test Gunite / Shotcrete, (3 Cores/Panel, Coring Included)	\$441.00/ea.

COST PROPOSAL

LABORATORY FEE SCHEDULE (CONTINUED)	
Compression Test, Core (incl sample prep)	\$84.00/ea.
Compression Test, Lightweight Concrete Fill	\$56.00/ea.
Compression Test, Non-shrink Grout Cubes	\$56.00/ea.
Concrete Flexural Test	\$100.00/ea.
Concrete Mix Design (revision or review)	\$394.00/ea.
Drying Shrinkage (3 specimens - 28 days)	\$394.00/ea.
Modulus of Elasticity, Static	\$284.00/ea.
Splitting Tensile Strength	\$110.00/ea.
Thermal Resistivity Testing of Concrete / FTB	\$509.00/ea.
Unit Weight, Lightweight Concrete Fill	\$84.00/ea.
GENERAL TERMS AND CONDITIONS	
<p>Testing Samples - There will be a 50% premium charge for "rush/priority" testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving and caring for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client.</p>	
<p>Scheduling - A minimum of 24 hours' notice is requested to schedule personnel.</p>	
<p>Engineering Review/Report Preparation - Reasonable engineering and project management time will be included for scheduling, report review, and data evaluation.</p>	
<p>Minimum Charges for Material Testing and Inspections - Hours will be charged upon arrival to jobsite, unless equipment from the laboratory is required, then hours will be charged portal to portal per Prevailing Wage requirements, as dictated by the Department of Industrial Relations (DIR). All rates are based upon a 4-hour minimum charge for assignments of up to 4 hours. Eight hours will be charged for work performed over 4 hours up to 8 hours. Work performed over 8 hours will be billed in one-hour increments. A 4-hour minimum will apply for unscheduled cancellations and inspection canceled after 3 p.m. the day prior to the inspection.</p>	
<p>Per Diem and Travel Expenses - Actual Cost plus 10%</p>	
<p>Overtime Rates - Work in excess of 8 hours in one day will be charged a premium of 1.5 times the quoted rates. Work over 40 hours in one week will be charged at 1.5 times the quoted rate. Work over 12 hours in one day or over 8 hours on the 7th consecutive day or worked holidays will be charged at 2.0 times quoted rates. NV5, Inc. observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should a holiday fall on Saturday or Sunday, the closest previous or following regular work day will be observed for the holiday.</p>	
<p>Mileage - Mileage will be charged at IRS Rate per mile.</p>	
<p>Outside Services / Subcontractors - Cost plus 15% will be charged for any work not directly performed by NV5 or for any materials procured.</p>	
<p>This Fee Schedule contains only the basic services performed by this office and is not a complete listing. Do not hesitate to call for a quotation or proposal if your service needs are not listed herein.</p>	

COST PROPOSAL



ON-CALL PROJECTS

Pacific Resources Services has established the following rates for projects starting January 1, 2024, through December 31, 2024.

PACIFIC RESOURCES SERVICES		
LABOR RATES FROM 1/1/2024 THROUGH 12/31/2024*		
Staff		Hourly Rate
Benjamin Ocasio	Lead Labor Compliance Analyst	\$146.80
Evan Ocasio	Labor Compliance Analyst	\$124.21
Monica Mendez	Lead Site Visits	\$101.63
Morita Capili	Office Support	\$79.05

*Rates will remain fixed during the duration of the agreement.

All hourly costs are fully burdened. There are no additional costs (such as mileage, communication, etc.) to our client.

11421 Lambert Avenue | El Monte, CA 91732

T: (626) 800-4006 | F: (626) 800-4140

Email: Info@pacificresourceservices.com



REQUEST FOR PROPOSALS (RFP)

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE**

CITY OF PLACENTIA

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., TUESDAY JANUARY 30, 2024**

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Date Issued: JANUARY 9, 2024

REQUEST FOR PROPOSALS (RFP)
FOR

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CITY OF PLACENTIA

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Appendix “A” – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

Appendix “B” – SUMMARY SHEET

Appendix “C” – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award 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 Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

2. PROPOSAL SCHEDULE

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection* - March 2024

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. SCOPE OF WORK

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
 - Mix Designs
 - Concrete
 - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

4. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

5. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

A. Cover Letter

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

B. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

C. Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

D. Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

E. Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

F. Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

G. Schedule

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

It is necessary to submit these elements with your RFP response. Failure to submit the required information with your response will render your proposal non-responsive.

6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

7. EXCEPTIONS

8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.

9. SUBMITTAL INSTRUCTIONS

A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals 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 Request For Proposal. All proposals 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 proposal. 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 PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals 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”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
 - states "***On-Call Construction Management and Inspection Services***"
 - identifies the proposer
- Must be addressed as follows:
City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

10. EVALUATION CRITERIA

A. Selection Committee

- a. Proposals submitted will be evaluated by a Selection Committee

B. Review of Proposals

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The firm is independent and properly licensed to practice in California.
 - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
 - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

 - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
 2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
 3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
 4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
 2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
 2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and 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; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (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 Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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 Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City 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 Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, 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. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be

required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant'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 Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

_____ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

5/1/2023

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 Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER E : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER F : National Fire and Marine Insurance Co</td> <td>20079</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : National Fire Insurance Co of Hartford	20478	INSURER C : The Continental Insurance Company	35289	INSURER D : Transportation Insurance Company	20494	INSURER E : Navigators Specialty Insurance Company	36056	INSURER F : National Fire and Marine Insurance Co
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Valley Forge Insurance Company	20508															
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INSURER C : The Continental Insurance Company	35289															
INSURER D : Transportation Insurance Company	20494															
INSURER E : Navigators Specialty Insurance Company	36056															
INSURER F : National Fire and Marine Insurance Co	20079															
INSURED 1491108 NV5, Inc. 163 Technology Drive Suite 100 Irvine CA 92618																

COVERAGES Irvine **CERTIFICATE NUMBER:** 17517289 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	7014856125	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7014842659	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	CUE 7014841883	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7014842824(AOS) 7014842810(CA)	5/1/2023 5/1/2023	5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	GA23EXRZ0DWT51C 42-EPP-321328-02 7014856125	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	Ea. Claim/Agg. \$10M/\$10M Ea. Claim/Agg. \$10M/\$20M Limit \$19,301,609

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 included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. *SEE PAGE TWO*

CERTIFICATE HOLDER**CANCELLATION** See Attachments

17517289 City of Placentia 401 E. Chapman Ave. Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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A waiver of subrogation applies in favor of the additional insureds if required by written contract with respect to Workers' Compensation per the terms and conditions of the policy where permitted by state law.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16)

Policy No: 7014856125

Page 1 of 2

Effective Date: 05/01/2023

Insured Name: NV5 Global, Inc

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

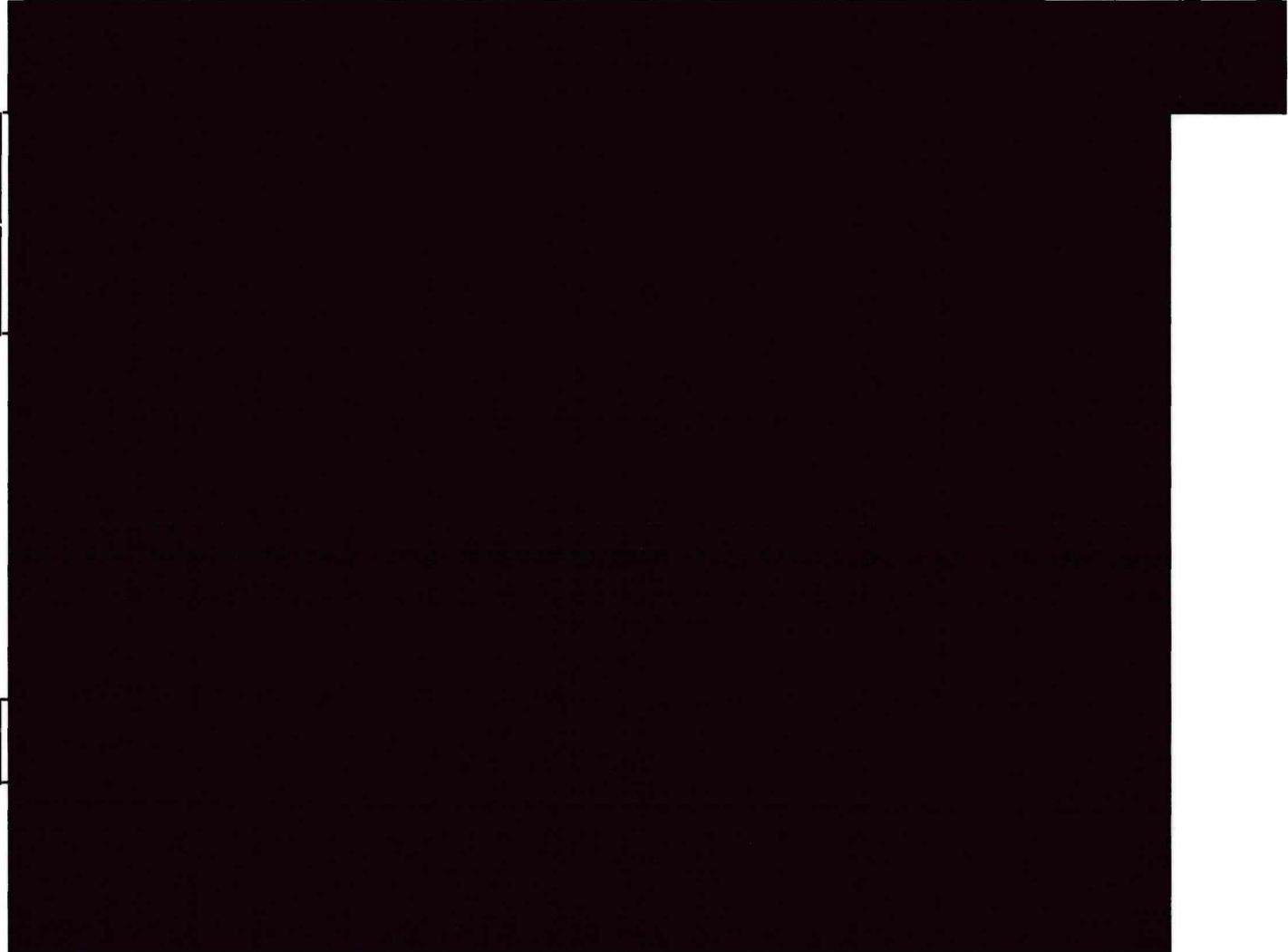
This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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:
--





It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2023

Policy No: 7014856125, 7014842659, 7014841883



ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph A.1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.

3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit".

4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7014842659

Policy Effective Date: 05/01/2023

Endorsement No: 63; Page: 1 of 2

Policy Page: 281 of 1414

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



“Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7014842659

Policy Effective Date: 05/01/2023

Policy Page: 282 of 1414

Endorsement No: 63; Page: 2 of 2

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Attachment Code: D587561 Master ID: 1491108, Certificate ID: 17517289



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

0000076857045768583



POLICY NUMBER: 7014842659

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2023

SCHEDULE

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

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.

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

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

CNA

I

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy No. 7014842824

Workers' Compensation

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 anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Policy : 7014842824

Endorsement Effective Date **05/01/2023**

CNA

**POLICY NO: 7014842824
WORKERS COMPENSATION**

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 anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations. All other terms and conditions of the policy remain unchanged. This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC00 03 13 (04-1984)

Endorsement Effective Date: 5/1/2023

Policy: 7014842824

CNA

WORKERS COMPENSATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

Premium:

The premium charge for this endorsement shall be premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

1. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No:WC.:42 03 04 B (06-2014)
Endorsement Effective Date:05/01/2023
Policy No. 7014842824

CNA

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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 anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2023

Policy No. 7014842824



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 05/01/23

Policy No: 7014842824; 7014842810

Contractor's Equipment Coverage

Coverage: Contractor's Equipment

Carrier: Continental Insurance Company

Effective: 5/1/23-5/1/24

Policy Number: 7014900785

Blanket Policy Limit: \$8,024.397

Limit Per Item: \$500,000

Blanket Short-Term Equipment Leased, Borrowed, or Rented From Others Limit: \$100,000 Per occurrence/item



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR CONSTRUCTION OF THE TOD CROWTHER SEWER LINE REPLACEMENT PROJECT**

FISCAL IMPACT:

EXPENSE:	\$ 4,696,973.63	ORIGINAL CONSTRUCTION CONTRACT
	\$ 335,782.13	CONTRACT CHANGE ORDERS 1-9
	\$ (187,016.14)	CONTRACT CHANGE ORDER 10
	<u>\$ 4,845,739.62</u>	<u>TOTAL CONTRACT AMOUNT</u>
BUDGET:	\$ 5,445,645.90	<u>TOTAL PROJECT BUDGET</u>
	\$ 3,829,676.56	(103101-6750) ARPA FUNDS
	\$ 1,615,969.00	(713101-6750) TOD SEWER DEVELOPMENT IMPACT FEES

SUMMARY:

On November 16, 2021, the City Council approved a contract with Kana Pipeline Inc., (Kana) to construct the Transit-Oriented Development (TOD) Crowther Sewer Pipeline Replacement project. The existing sewer line serving the TOD District required upgrading to provide adequate capacity for the new developments along Crowther Avenue. This was a challenging project, since the new 1-1/2-mile-long sewer had to cross under the 57 Freeway, the Orange County Flood Control District's channel, and the BNSF railroad track. The new line also had to travel through the City of Fullerton and finally connect to the OC Sanitation District's trunk line on State College Boulevard. Since the start of construction, the project encountered numerous delays due to unforeseen underground utility conflicts and adverse soil conditions. Additionally, coordination conflicts with major public improvement work within the City of Fullerton caused delays.

Kana started the project on January 17, 2022, with an original completion date of October 5, 2022. However, this date had to be extended multiple times with a new completion date of September 15, 2023, due to work that had to be redone by the Contractor due to three (3) sags in the new line. The City finally accepted the project as complete on February 1st, 2024.

On October 3, 2023, City Council approved Change Orders No's 8 and 9. There have been seven previous Change Orders that were approved by the City Administrator within his administrative approval limit. These Change Orders were a result of additional sewer pipe, concrete, and asphalt pavement restorations needed to complete the project. City staff has prepared Change Order No. 10 which includes additional material quantity overages and a credit back to the City for liquidated damages since construction work continued past the contract completion date. This

1.f.
April 16, 2024

Change Order No. 10 will finalize the balance of the cost on the project and will close out the Contract by asking the City Council to accept the project and proceed with issuance of a Notice of Completion.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Kana Pipeline Inc., for a grand total amount of \$4,845,739.62; and
2. Authorize the City Administrator to approve Contract Change Order No. 10 with Kana Pipeline, Inc. in the credit amount of \$187,016.14; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Planning Goal or Objective associated with this item.

DISCUSSION:

After receiving two bids for this project back in July 2021, Kana was selected as the lowest responsive bidder on the project. Subsequently, on November 16, 2021, the City Council approved a contract with Kana to provide construction services on the TOD Crowther Sewer Pipeline Replacement project. The existing sewer line serving the TOD District required upgrading to provide adequate capacity for the new developments along Crowther Avenue. This was a challenging project, since the new 1-1/2-mile-long sewer had to cross under the 57 Freeway, the Orange County Flood Control District's channel, and the BNSF railroad track. The new line also had to travel through the City of Fullerton and finally, connect to the OC Sanitation District's trunk line on State College Boulevard. Since the start of construction, the project encountered numerous delays due to unforeseen underground utility conflicts and adverse soil conditions. Additionally, coordination conflicts with major public improvement work within the City of Fullerton caused delays. These obstacles forced the project to be re-sequenced and, in some cases, re-designed. However, during the final inspection for the project, it was discovered that the new line was not installed per the design specifications in three different segments leading to sags within the new line. The contractor had to come back to fix these problem locations to ensure the entire pipeline maintains a positive gravity flow to the Sanitation District trunk line on State College Boulevard.

Kana began construction on January 17, 2022, with an original completion date of October 5, 2022. However, this date had to be extended multiple times with a new completion date of September 15, 2023, due to fixing the three (3) sags in the new line. The City finally accepted the project as complete on February 1st, 2024.

On October 3, 2023, City Council approved Change Orders Nos. 8 and 9. There have been seven previous Change Orders that were approved by the City Administrator within his administrative approval limits. These Change Orders were a result of additional sewer pipe, concrete, and asphalt pavement restorations needed to complete the project. City staff has prepared Change Order No. 10 to finalize the balance of the cost on the project and to close out the Contract by asking the City Council to accept the project and proceed with issuance of a Notice of Completion.

FISCAL IMPACT:

The total contract cost amounts to \$4,845,739.62. This cost consists of the bid amount submitted by Kana, in the amount of \$4,696,973.63, an additional \$335,782.13 in previously approved contract change orders and -\$187,016.14 for final Change Order No. 10. 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, P.E.,
Deputy Director of Public Works/City Engineer

Reviewed and approved:



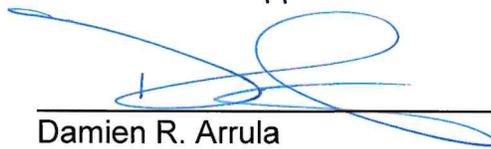
Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Contract Change Order No. 10
2. Notice of Completion – Kana Pipeline Inc.

Contract Change Order No. 10

Project Title: Crowther Sewer Line Project

Owner: City of Placentia **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) ***This change order is to adjust the final contract amount, by including, all previous change orders Nos. 1-9, the final adjustments on the bid items, Liquidated Damages for delays, caused by Kana and credits due to the City for items that were deleted from the project.***

- 3 Action to be taken:
 - a) This change order adjusts the final contract amount per the following:

- 4 Compensation

a)	Adjustment of Line Items exceeding 25%	\$	-
b)	Extra work/quantity overages	\$	209,027.00
d)	Credits for Work Deleted From Scope	\$	(48,043.14)
e)	Liquidated Damages	\$	(348,000.00)
TOTAL THIS CHANGE ORDER NO.10			-\$187,016.14

- 5 Contract Time Extension
 - a) 0

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 Administration.

CHANGE TO CONTRACT COST:

CHANGE TO CONTRACT TIME:

Contract Amount:	\$	4,696,973.63	None
Previous CCOs:	\$	335,782.13	
Adjustment of Line Items Exceeding 25%	\$	-	
Total CO#10	\$	(187,016.14)	
Total Extra Work/Overages	\$	209,027.00	
Credit for Work Not Needed	\$	(48,043.14)	
Liquidated Damages	\$	(348,000.00)	
Current Contract price:	\$	4,845,739.62	

Prepared by: _____
Masoud Sepahi

Recommended: _____
Chris Tanio, Deputy Director of Public Works/City Engineer

Recommended: _____
Luis Estevez, Deputy City Administrator, City Of Placentia

Approved by: _____
Damien R. Arrula, City Administrator, 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 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.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street City of Placentia
Address 401 E. Chapman Ave.
City & Placentia, CA 92870
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: April 16, 2024

Carole Wayman, Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

- 4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES

N/A

- 6. A work of improvement on the property hereinafter described was completed on February 1, 2024. The work done was:
TOD Crowther Sewer Line Project - City Project No. 3101.

The name of the contractor, if any, for such work of improvement was Kana Pipeline Inc.

- 7. 12620 Magnolia Avenue, Riverside, CA 92503 11/16/2021
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)

- 8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows: TOD Crowther Sewer Line Replacement Project.

- 9. The street address of said property is Crowther Avenue, Placentia Avenue, Orangethorpe Avenue.
(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: April 16, 2024
Verification for Individual Owner

Damien R. Arrula, City Administrator
Signature of owner or corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator, Damien R. Arrula the declarant of the foregoing
(*President of, "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 16, 2024, at Placentia, California.
(Date of Signature.) (City where signed.)

Damien R. Arrula, City Administrator
(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ATTORNEY

DATE: APRIL 16, 2024

SUBJECT: **AMENDMENT NO. 1 TO RESTATEMENT OF CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

FISCAL
IMPACT: \$34,329.00

SUMMARY:

As required under the terms of the Restatement of the City Administrator's Employment Agreement dated March 21, 2023 ("the Agreement"), the City Council conducted an annual evaluation of the City Administrator. The attached Amendment No. 1 to the Restatement of the City Administrator Employment Agreement dated March 21, 2023, was prepared at the direction of the City Council.

RECOMMENDATION:

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

Approve Amendment No. 1 to the Restatement of the City Administrator's Employment Agreement dated March 21, 2023, to be executed by the Mayor, in a form approved by the City Attorney.

DISCUSSION:

Currently the City Administrator receives a base salary of \$307,778. Following the conclusion of this year's evaluation of the City Administrator, the City Council requested the preparation of the attached Amendment No. 1 to the Agreement.

If approved, Amendment No. 1 would implement 4 changes to the Agreement:

1. Temporarily suspend any increases provided under Section 6 for the 2025-2026 and 2026-2027 Fiscal Years.
2. Expand the permissible usage of the already existing \$1,000 reimbursement for health and wellness, to allow it to be used for any expense reasonably associated with the maintenance of the Administrator's personal health.
3. Increase from 96 to 120 hours of AHW leave that may be converted and credited to PTO leave balance.

1.g.
April 16, 2024

4. Provide a one-time grant of 232.00 hours of paid time off (PTO), valued at a net of \$20,000, for meeting performance goals set by Council.

No other adjustments or modifications are proposed or recommended at this time.

Prepared and submitted by:


Christian L. Bettenhausen
City Attorney

Attachment:

Amendment No. 1 to Restatement of the City Administrator's Employment Agreement dated March 21, 2023

**AMENDMENT NO. 1 TO
RESTATEMENT OF THE CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT
DATED MARCH 21, 2023**

This Amendment No. 1 ("Amendment") to the Restatement of the City Administrator's Employment Agreement dated March 21, 2023 is made and entered into effect the 16th day of April 2024, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and DAMIEN R. ARRULA, an individual (hereinafter "Administrator"). City and Administrator are sometimes individually referred to as "Party" and collectively as the "Parties."

Recitals:

WHEREAS, the City and Administrator entered into a Restatement of the City Administrator Employment Agreement effective March 21, 2023 ("the Agreement"), through which Administrator has been providing City Administrator Services as more fully explained in the Agreement; and

WHEREAS, section 23 in the Agreement contains a provision that requires any modifications to the Agreement be in writing; and

WHEREAS, pursuant to the terms of the Agreement the City Council conducted an annual evaluation of the City Administrator, and the Parties now desire to amend the Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 6, paragraph C of the Agreement is hereby amended to provide as follows:

Administrator shall only be entitled to receive cost-of-living adjustments or other similar across-the-board increases and/or benefit(s) when the same increase and/or benefit(s) has been approved for the other unrepresented executive management employees. Any cost-of-living adjustments or other across-the-board increases granted to City bargaining units shall not apply to Administrator.

Notwithstanding the preceding, Administrator has voluntarily agreed that he shall not be entitled to any increases authorized under this section for the 2025-2026 and 2026-2027 fiscal years. The intent is to temporarily suspend any increases that would otherwise be authorized in Section 6, paragraph C, for a limited period. Nothing in this section shall prevent Administrator from receiving the 3% cost-of-living increase the unrepresented executive management employees are already entitled to receive effective the first full pay period following July 1, 2024.

2. Section 10, paragraph 2 of the Agreement is hereby amended to provide as follows:

In addition, Administrator is authorized to be reimbursed up to \$1,000 a year for an annual physical (not already covered by insurance), which may include a body

scan/cardiogram, or for any other expense directly associated with the maintenance/development of the Administrator's physical fitness.

3. Section 15D of the Agreement is hereby amended to provide as follows:

Administrator shall accrue alternative health and wellness leave at the same rate as other City employees. Administrator shall retain the same benefits and/or changes of alternative health and wellness leave as afforded to other City employees. The Administrator may convert up to 120 hours of AHW leave allowance on the last day of the fiscal year, which shall be credited to the Administrator's PTO leave balance. Administrator's balance of AHW hours shall be reset each fiscal year to 182 hours, which is the same cap as other City employees.

4. Pursuant to Section 15A of the Agreement, Administrator shall receive a one-time grant of 232.00 hours of PTO leave time, valued at \$20,000.00. The PTO bonus leave shall be distributed immediately upon execution of this Amendment.
5. Except as specifically modified herein, all the terms, conditions and provisions of the Agreement shall remain in full force and effect.
6. The Agreement, together with this Amendment No. 1 and all Exhibits attached thereto, if any, 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. Other than the amendments included in Amendment No. 1, no other amendments or other modification of the Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.
7. Each of the undersigned represents and warrants that he is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he is executing this document.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Restatement of the City Administrator Employment Agreement dated March 21, 2023 to be executed as of the date first day and year first above written.

ADMINISTRATOR

CITY OF PLACENTIA

By: _____
Damien R. Arrula

By: _____
Jeremy Yamaguchi, Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Robert S. McKinnell, City Clerk

By: _____
Christian L. Bettenhausen, City Attorney

Date: _____

Date: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **CHANGE ORDER NO. 1 WITH MCMURRAY STERN FOR THE EVIDENCE STORAGE EQUIPMENT FOR THE PUBLIC SAFETY CENTER BUTLER BUILDING**

FISCAL
IMPACT: EXPENSE: \$ 14,514.87 CHANGE ORDER NO. 1
BUDGET: \$ 1,990,457 AVAILABLE PROJECT FUNDING
(105213-6850 JL# 229999-6850)

SUMMARY:

On October 22, 2021, the Police Department made a formal request to the County of Orange Prop 69 Committee to purchase a Space Saver High Density Mobile System. Based upon the recommendation from the Prop 69 Committee, the County of Orange Board of Supervisors approved the Department's funding request for \$100,000 in funding on January 25, 2022. The City was required to contribute \$214,440 to cover the remaining cost of the shelving system. On February 21, 2023, the City Council approved the purchase and installation of the new storage system.

Construction of the Butler Building and the shelving system is nearly complete. During installation, it was determined that modifications to one of the storage units was needed to provide proper clearance for an adjacent electrical panel, along with additional over time labor hours to complete all the installation work as quickly as possible. This Change Order No. 1 reflects the added cost for the shelving modifications and overtime for the above-mentioned work.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Change Order No.1 with McMurray Stern for installation of the Space Saver High Density Mobile System for \$14,514.87; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h.
April 16, 2024

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

On October 22, 2021, the Police Department made a formal request to the County of Orange Prop 69 Committee to purchase a Space Saver High Density Mobile System. Based upon the recommendation from the Prop 69 Committee, the County of Orange Board of Supervisors approved the Department's funding request for the system for \$100,000 in funding on January 25, 2022. The City was required to contribute the remaining \$214,440 of funding for the system. On February 21, 2023, the City Council approved the purchase and installation of the \$314,440 Space Saver High Density Mobile System with McMurray Stern to provide storage solutions for the new Public Safety Butler Building project.

Construction of the Butler Building improvements and installation of all the new storage systems is nearly complete. During installation, it was determined that modifications to one of the storage units were needed to provide proper clearance from an adjacent electrical panel. In addition, overtime work was approved to allow the storage systems to be installed faster to ensure the systems are complete ahead of the property and evidence team's transition to their new facility. This Change Order No. 1 reflects the added cost for the shelving modifications and overtime for the above-mentioned work.

FISCAL IMPACT:

The recommended actions will approve Change Order No.1 for the amount of \$14,514.87. A total of \$ 1,990,457 is available within the project budget to cover this added expense. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:



Chris Tanio, P.E.,
Deputy Director of Public Works/City Engineer

Jennifer Lampman
Director of Finance

Reviewed and approved:

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Damien R. Arrula
City Administrator

Attachment: Change Order #1 for McMurray Stern

CHANGE ORDER



TO: Placentia Police Department
401 E. Chapman Avenue
Placentia, Ca 92870
ATTN: Captain James McElhinney

DATE		2/20/2024
JOB NAME/LOCATION		
Placentia PD		
JOB NUMBER		35348
EXISTING CONTRACT NO.		

We hereby agree to make the change(s) specified below:
 Change Order #2 - includes 9 new single faced shelves that are 30"W and 9 new double faced shelves that are 30"W. It Also includes all labor to cut down carriages 12".
 Change Order amount \$3,400.01 plus tax = \$3,697.51

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

WE AGREE hereby to make the change(s) specified above at this price U		\$	3,400.01
ORIGINAL CONTRACT AMOUNT		\$	314,440.00
PREVIOUS CHANGE ORDER AMOUNT		\$	0.00
REVISED CONTRACT TOTAL		\$	317,840.01
The date of substantial completion as of this Change Order therefore is		Date	
Authorized Signature (Contractor)			

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance: 2/20/24

 Signature (Owner)

Sol Ruiz

CHANGE ORDER



TO: Placentia Police Department
401 E. Chapman Avenue
Placentia, Ca 92870
ATTN: Captain James McElhinney

		DATE 2/28/2024
JOB NAME/LOCATION Placentia PD		
JOB NUMBER 35348		
EXISTING CONTRACT NO.		

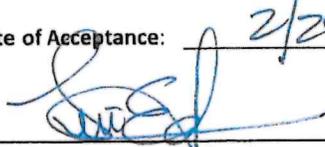
We hereby agree to make the change(s) specified below:
 Change Order #3 - includes 8 slotted shelves, 1 plain shelf, shelf supports and 6 HD shelf supports for anchoring.
 40 Hours of overtime, 24 Hours of double time and 8 additional hours for additional cutting of the Small Mobile system. Drive time & fuel

The amount of \$10,784.22 is plus applicable sales tax / *NO SALES TAX APPLICABLE ON LABOR*

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.

WE AGREE hereby to make the change(s) specified above at this price \cup	\$	10,784.22
	ORIGINAL CONTRACT AMOUNT	\$ 314,440.00
	PREVIOUS CHANGE ORDER AMOUNT	\$ 3,400.01
	REVISED CONTRACT TOTAL	\$ 328,624.23
The date of substantial completion as of this Change Order therefore is	Date	
Authorized Signature (Contractor)		

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance: 2/29/24

 Signature (Owner)

Sol Ruiz



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH PBK ARCHITECTS TO COMPLETE THE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE PLACENTIA PUBLIC SAFETY CENTER PROJECT**

FISCAL
IMPACT: EXPENSE: \$ 89,285 AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

AVAILABLE
BUDGET: \$ 1,990,457 FISCAL YEAR 2023-24 CIP BUDGET
(105213-6850 JL# 229999-6850 &
105213-6850 JL# 105213-6850)

SUMMARY:

The Placentia Public Safety Center project has been phased to allow the construction of the steel Butler Building, which will house the Police Department's property and evidence collection operations. This portion of the project is being constructed first due to the expiring lease on the City's rental facility currently being used for property and evidence. Phase 2 of the project includes the main building construction, which will include a shooting range, the Public Safety Communications Center and the new Emergency Operations Center. Both phases are currently under construction.

On July 20, 2021, the City Council awarded a Professional Services Agreement to PBK-WLC ("PBK") to provide a 35% complete design and cost estimate. On March 1, 2022, City Council approved Amendment No. 1 to the Professional Services Agreement with PBK to provide final architectural and engineering design services to complete the 100% bid package for an amount not to exceed \$513,500 for the Public Safety Center. In January, March, and April of 2023, Amendment Nos. 2, 3, and 4, respectively, were approved by the City Administrator. Amendment No. 2 paid for additional design services needed to divide the Public Safety Center project into two phases and increased the contract not-to-exceed amount to \$580,065. Amendment No. 3 paid for additional time needed by PBK to prepare a separate bid package for the planned interior tenant improvements of the Butler Building and increased the contract not-to-exceed amount to \$603,015. Amendment No. 4 extended the term of the contract an additional 24 months to July 19, 2025, and was needed to keep PBK under contract during construction of the Public Safety Building. This Amendment No. 4 did not include any increase to the contract not-to-exceed amount.

The proposed Amendment No. 5 to this agreement is presented to the City Council for its consideration to provide added hours and fees because of the extended project duration and the large number of requests for information (RFI's) submitted by multiple contractors and equipment vendors. PBK and its various subconsultants have processed over 150 RFI's for this project since work began and there are at least another eight months of construction left until the project is completed. The project architect attends the weekly project status meeting with both contractors and equipment vendors, and he also visits the project site several times per month. The added hours and fee will be covered under the project contingency fund and cover both remaining project phases. This contract is based upon time and materials, and the final number of hours needed for the project architect's support through completion of the project could be less depending on how many questions the contractors may have between now and then.

RECOMMENDATION:

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

1. Approve Amendment No. 5 to Professional Services Agreement with PBK for an additional \$89,285 to complete the architectural and engineering services for a cumulative contract not-to-exceed amount of \$692,300; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the cumulative contract amount, or \$69,230; and
3. Authorize the City Administrator and/or his designee to approve the agreement in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

The Placentia Public Safety Center project has been phased in order to allow the construction of the steel Butler Building that will house the Police Department's property and evidence operations to proceed ahead of the completion of the main building. Phase 2 of the project includes the main building construction, a shooting range, the Public Safety Communications Center and the new Emergency Operations Center. Both project phases are currently under construction.

On July 20, 2021, the City Council awarded a professional services agreement to PBK-WLC ("PBK") to provide a 35% preliminary engineering and architectural design and cost estimate. On March 1, 2022, the City Council approved Amendment No. 1 to the Agreement with PBK to provide architectural and engineering design services to complete the 100% bid package for an amount not to exceed \$513,500 for the Public Safety Center. In January, March, and April of 2023, Amendment No.'s 2, 3, and 4, respectively, were approved by the City Administrator. Amendment No. 2 paid for additional design services needed to divide the Public Safety Center project into

two phases and increased the contract not-to-exceed amount to \$580,065. Amendment No. 3 paid for additional time needed by PBK to prepare a separate bid package for the planned interior tenant improvements of the Butler Building and increased the contract not-to-exceed amount to \$603,015. Amendment No. 4 extended the term of the contract an additional 24 months to July 19, 2025, and was needed to keep PBK under contract during construction of the Public Safety Building. This Amendment No. 4 did not include any increase to the contract not-to-exceed amount.

The proposed Amendment No. 5 to this agreement is presented to the City Council for its consideration to provide added hours and fees because of the extended project duration and the numerous RFI's received from multiple contractors and equipment vendors. This agreement is based upon time and materials and the architect only for the actual hours incurred by them and their subconsultants. PBK has processed over 150 RFI's for this project since work began and there are at least another eight months of construction left until the project is completed. The added hours and fees will be covered under the project contingency budget. The project architect attends the weekly project status meeting with both contractors and equipment vendors, and he also visits the project site several times per month. The added hours and fee will be covered under the project contingency fund and cover both remaining project phases. This contract is based on time and materials, and the final number of hours needed for the project architect's support through completion of the project may be less, depending on how many questions the contractors may have between now and then.

PBK has provided architectural and engineering support services on this project by providing material submittal reviews and responses to the contractor's information requests on the plans and technical specifications and providing design alternatives for unforeseen conditions encountered during construction. An amendment to the City's existing agreement with PBK is presented for City Council consideration and approval.

FISCAL IMPACT:

The architectural and engineering costs of the Public Safety Center Project amount to \$692,300 which includes \$603,015 previously approved and an additional \$89,285 needed to carry out the project to final completion. The recommended actions will approve Amendment No. 5 to the Professional Services Agreement with PBK, thereby increasing the contract amount by \$89,285. A total of \$1,990,457 is available within the project budget to cover this added expense, which was anticipated before the project broke ground and included within the overall project budget. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:



Chris Tanio, P.E.
Deputy Director of Public Works/City Engineer



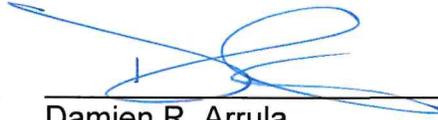
Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 5 with PBK

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF ARCHITECTURAL AND ENGINEERING SERVICES WITH PBK
ARCHITECTS**

This Amendment No. 5 ("Amendment") to Professional Services Agreement is made and entered into effective the 16th day of April, 2024, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and PBK Architects, 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 April 16, 2024 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 by \$ 89,285, so the total amount shall not exceed \$ 692,300.00, for additional architectural and engineering services in support of Public Safety Center.

(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 2.0, Paragraph 2.1. Compensation, of the Agreement is hereby amended to read as follows:

2.1 Consultant shall be paid hourly in accordance with the fee schedule set forth in Exhibit "C" (Fee Schedule). Consultant's total compensation shall not exceed Six Hundred Ninety Two Thousand and Three Hundred Dollars (\$692,300.00).

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. 5 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. 5 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 5 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. 5 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: 

Kelley Needham
Principal

CITY OF PLACENTIA

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney



8163 Rochester Avenue
Rancho Cucamonga, CA 91730
P. +1 909-987-0909
PBK.com

March 27, 2024

Mr. Luis Estevez
Deputy City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Re: Request for Additional Services – Construction Completion Extension
City of Placentia Public Safety Center
Project W2105300AR.06

Dear Mr. Estevez:

Attached is our Additional Services fee proposal to provide extended A/E construction support services through December of 2024 for the Public Safety Center.

Thank you for opportunity to submit this fee request to continue to provide the necessary construction support vital to the success of your project.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'KELLEY NEEDHAM'.

KELLEY NEEDHAM, AIA
Managing Partner

KN:hb/POW2105300ARx1-ltr

cc: Frank Cuomo, AIA, LEED AP BD+C, Associate Principal, Architect, PBK
Stephanie Quintero, Director of Accounting, PBK

Encl: Add Services Fee Proposal



Add Services Proposal

A&E Contract Extention to December 2024 Placentia Public Safety Center W2105300AR	PBK Project Team Members/ Hours Participation				Total Hours
	Design Services <i>Task Item/Description</i>	PBK Project Architect	PBK Team	PDS Mech/Plumb	
CONSTRUCTION ADMINISTRATION SERVICES					
A. Respond to Contractor's Requests for Information	50	0	15	40	
B. Provide Clarifications / Requests for Changes*	65	40	8	65*	
C. Review Contractor Submittals and Shop Drawings	40	35	18	25	
D. Attend Weekly Construction Meetings	25	0	0	0	
E. Punch & Project Close-Out	12	12	10	10	
Subtotal Hours	192	87	51	140	470
Standard Hourly Rates	\$205.00	\$175.00	\$200.00	\$175.00	
Subtotal Fees Site/Building Assessment	\$39,360	\$15,225	\$10,200	\$24,500	\$89,285

* Includes Permanent Electrical Power Design at Butler Building

Expenses Normally Included Within Overhead

The following expenses shall be included as part of the Architect's overhead and shall not be billed to the project.

1. Meals and Lodging
2. Car Rental
3. Telephone Services
4. Standard Postal Services
5. Standard Insurance Coverage

Reimbursable Expenses

Reimbursable expenses shall be billed at direct cost without any mark-up. These consist typically of the following expenditures:

1. Photography and Reprographic Services
2. Reprographic Construction Documents and Specifications
3. Express Mail Service
4. Engagement Meeting Materials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2023

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 Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581	CONTACT NAME: PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED PBK Architects, Inc. WLC Architects, Inc. 11 Greenway Plaza, Suite 2210 Houston TX 77046-1104	INSURER A: Continental Casualty Company 20443	
	INSURER B: Liberty Mutual Insurance Company 23043	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1193697042

REVISION NUMBER:

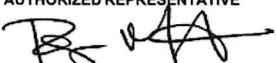
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB5-Z91-472898-023	4/25/2023	4/25/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-Z91-472898-033	4/25/2023	4/25/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-472898-053	4/25/2023	4/25/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC5-Z91-472898-013	4/25/2023	4/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made Form			AEH591912035	8/1/2023	8/1/2024	Each Claim Aggregate	\$5,000,000 \$10,000,000

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

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED PBK Architects, Inc. WLC Architects, Inc. 11 Greenway Plaza, Suite 2210 Houston TX 77046-1104	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto, Professional Liability and Workers Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

General Liability is primary & non-contributory when required by written contract, agreement or permit.

Auto liability is primary & non-contributory as respects the insured's owned & covered vehicles.

The umbrella is follow form and does not include the professional liability.

Re: All Operations of the Named Insured The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteer

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".

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with company	Per schedule on file with company	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-012 Effective Date Premium \$

Issued to PBK Architects, Inc. Endorsement No.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy.

<u>Person or Organization</u>	<u>Any</u>	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law.	Any	

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-013 Effective Date Premium \$

Issued to PBK Architects, Inc. Endorsement No.

COMPLETE NAMED INSURED:

PBK Architects, Inc.

PBR Architects, Inc. Suite 2210

PBK Architects, Inc. d/b/a PBK Engineers Houston, TX 77046

PBK Architects, Inc. d/b/a PBK Roof Consultants

PBK Architects, Inc. d/b/a PBK Facility Consulting

PBK Architects, Inc. d/b/a PBK Architects

PBK, Inc.

PBK Architects, Inc. d/b/a PBK Healthcare

PBK Architects, Inc. d/b/a Campaign Communications

PBK Architects, Inc. d/b/a PBK Engineering

PBK Architects, Inc. d/b/a Cunico Consulting

PBK Architects, Inc. d/b/a PBK Sports

PBK Architects, Inc. d/b/a PBK University

PBK Architects, Inc. d/b/a PBK Higher Education

PBK Architects, Inc. d/b/a PBK Higher Ed

PBK Architects, Inc. d/b/a PBK Interiors

PBK Architects, Inc. dba PBK

PBK Architects, Inc. dba DIG Engineers

PBK Architects, Inc. dba LEAF Engineers

PBK Architects, Inc. dba The Educated Vote

PBK Architects, Inc. dba Building Envelope & Asset Management Professionals (BEAM)

Smith Iwanaga Milhous Pryce Architects, Inc. (legal)

S.I.M Architects, Inc. (DBA)

SIM+PBK (DBA)

PBK Architects, Inc. dba Edgeland Design Group 11/2/2021

PBK Architects, Inc. dba Kubala Engineers 9/30/2021

Wolff/Lang/Christopher Architects, Incorporated 2/1/2022

WLC Architects, Inc. 2/1/2022

WLC Architects 2/1/2022

PBK-WLC 2/1/2022

PBK-WLC Architects 2/1/2022

PBK Holdco LLC (added 6/21/22)

PBK IntermediateCo, Inc. (added 6/21/22)

Manley Spangler Smith Architects, P.C. (added 9/15/22)

Manley Spangler Smith Architects, a Professional Corporation

Spangler & Manley Architects, P.C.

MSSA-PBK

MSSA-PBK Architects

PBK Architects, Inc. dba Blue Ring Creative (9/28/22)

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

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

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

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

However:

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

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

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

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

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

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

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

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status. Location: All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SCHEDULE

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

As required by written contract or agreement entered into prior to loss.

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

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
LIQUOR 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 20,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number AS2-Z91-472898-033
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

- a.** In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

- b.** Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C.** Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

- A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or
2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:
 - (1) 60 days;
 - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
 - (3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. **Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII.LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Policy Number TB5-Z91-472898-023
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company	Per Schedule On File With The Company	Per Schedule On File With The Company

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
All Texas Operations

3. Premium:
The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by LM Insurance Corporation 27243 For

attachment to Policy No. WC5-Z91-472898-013

Effective Date

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 60

2. Notice will be mailed to: Per schedule on file with company

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-Z91-472898-013

Effective Date

Premium \$

Issued to PBK Architects, Inc.

Endorsement No.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **FACILITY CONDITION ASSESSMENT AND 10-YEAR STRATEGIC ASSET MANAGEMENT PLAN**

FISCAL
IMPACT: There is no direct fiscal impact associated with the recommended actions.

SUMMARY:

Pursuant to City Council policy direction, Staff solicited competitive proposals to create a Strategic Asset Management Plan. The heart of the program consists of a facility condition assessment, a 10-year capital improvement program, and a strategic asset management program that provides for preventative maintenance activities and schedules, asset management registry, and implementation of a new work order software system. Implementing and actively managing this asset management program will allow the City to shift from reactive maintenance to a proactive preventative maintenance posture as well as better plan for near- and long-term capital maintenance and replacement costs. A Study Session was held on March 19, 2024, to provide the City Council with the results of the citywide facility condition assessment and associated 10-year capital improvement program (CIP). Reports have now been finalized along the final 10-year CIP and facility condition assessment. Staff recommends Council receive and file the report.

RECOMMENDATION:

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

Receive and file the report.

STRATEGIC PLAN STATEMENT

There is no specific strategic planning goal or objective associated with this agenda item.

1.j.
April 16, 2024

DISCUSSION:

Pursuant to City Council policy direction, Staff solicited competitive proposals to create a Strategic Asset Management Plan. Subsequently, on November 21, 2023, the City Council awarded a contract to Bureau Veritas (BV) to prepare a Strategic Asset Management Plan. The heart of the program consists of a facility condition assessment and 10-year capital improvement program (CIP), an asset management plan that provides for preventative maintenance activities and schedules, asset management registry, and implementation of a new work order software system. BV conducted physical site inspections of all City buildings, facilities, and parks. This Study Session presentation provides a detailed summary of the results of the assessments along with a 10-year CIP as well as longer term capital improvements and associated costs.

The asset management program is a long-term strategic plan that will be treated as a living document based upon input provided by the City Council. Every year, an internal multi-departmental facility review committee will meet ahead of the annual budget preparation process to review progress made on completing the previous year's scheduled facility capital improvements, discuss changes in facility conditions, reprioritize projects as needed, evaluate project delivery processes while reinforcing the need to apply a high ("Disneyland") attention to detail and quality control, and evaluate the following year's scheduled capital repairs and improvements against available funding. All completed projects included within the 10-year CIP will be tracked to ensure a historical record is maintained to memorialize the City's progress in addressing long-term capital needs, and all safety concerns have been addressed.

The next steps needed to complete the Asset Management Program is to finalize scheduled preventative maintenance activities for all assets in the City's new registry, transition that data to the City's new asset and work order management software system and train Public Works and Community Services staff on the new software system with along with a funding roll-out by July 1, 2024 in accordance with the FY 24-25 budget.

Prepared by:



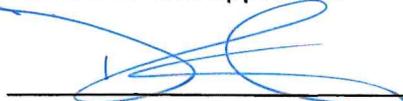
Samantha Byfield
Public Works Manager

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

10-Year Facility Capital Improvement Plan

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Edwin T. Powell Building	G2060	Park Bench, Wood/Composite/Fiberglass, Replace	2026		0	Fair	20	2 \$ 1,920	\$ -	\$ -	\$ 2,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	G2080	Irrigation System, Control Panel, Replace	2026		0	Fair	20	2 \$ 16,000	\$ -	\$ -	\$ 16,974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G2060	Picnic Table, Wood/Composite/Fiberglass, Replace	2026		0	Fair	20	2 \$ 23,040	\$ -	\$ -	\$ 24,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G2080	Irrigation System, Control Panel, Replace	2026		0	Fair	20	2 \$ 16,000	\$ -	\$ -	\$ 16,974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G2080	Irrigation System, Controllers & Valves, Repairs & Adjustments, Repair	2026		0	Fair	20	2 \$ 320,000	\$ -	\$ -	\$ 339,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2026		0	Fair	10	2 \$ 8,920	\$ -	\$ -	\$ 9,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2010	Wall Finishes, any surface, Prep & Paint	2026		0	Fair	10	2 \$ 28,800	\$ -	\$ -	\$ 30,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2026		0	Fair	10	2 \$ 2,560	\$ -	\$ -	\$ 2,716	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2027		0	Fair	40	3 \$ 1,920	\$ -	\$ -	\$ -	\$ 2,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2027		0	Fair	40	3 \$ 1,920	\$ -	\$ -	\$ -	\$ 2,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2027		0	Fair	40	3 \$ 2,880	\$ -	\$ -	\$ -	\$ 3,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jaycee Parkette	G2050	Playfield Surfaces, Sand, 3" Depth, Replace	2027		0	Fair	40	3 \$ 7,680	\$ -	\$ -	\$ -	\$ 8,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	G2050	Play Structure, Swing Set, 4 Seats, Replace	2027		0	Fair	40	3 \$ 8,000	\$ -	\$ -	\$ -	\$ 8,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	G2050	Play Structure, Multipurpose, Large, Replace	2027		0	Fair	40	3 \$ 112,000	\$ -	\$ -	\$ -	\$ 122,385	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	B3060	Roof Skylight, per unit, up to 20 SF, Replace	2027		0	Fair	35	3 \$ 12,480	\$ -	\$ -	\$ -	\$ 13,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	B3060	Roof Skylight, per unit, up to 20 SF, Replace	2027		0	Fair	35	3 \$ 16,640	\$ -	\$ -	\$ -	\$ 18,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Open Garage	B3010	Roofing, Metal, Replace	2027		0	Fair	35	3 \$ 337,792	\$ -	\$ -	\$ -	\$ 369,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	B3010	Roofing, Single-Ply Membrane, EPDM, Replace	2027		0	Fair	35	3 \$ 154,880	\$ -	\$ -	\$ -	\$ 169,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	B3060	Roof Skylight, per unit, up to 20 SF, Replace	2027		0	Fair	35	3 \$ 12,480	\$ -	\$ -	\$ -	\$ 13,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Tynes Gym	B3010	Roofing, Metal, Replace	2027		0	Fair	35	3	\$ 34,944	\$ -	\$ -	\$ -	\$ 38,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 1	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Old City Hall	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placencia Teen Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2027	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D2010	Pump, Circulation, Domestic Water, Replace	2027		0	Fair	30	3	\$ 8,320	\$ -	\$ -	\$ -	\$ 9,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D2010	Pump, Circulation, Domestic Water, Replace	2027		0	Fair	30	3	\$ 8,320	\$ -	\$ -	\$ -	\$ 9,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D3050	HVAC System, Ductwork, Medium Density, Replace	2027		0	Fair	30	3	\$ 36,032	\$ -	\$ -	\$ -	\$ 39,373	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D5020	Distribution Panel, 120/208 V, Replace	2027		0	Fair	30	3	\$ 19,200	\$ -	\$ -	\$ -	\$ 20,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2027		0	Fair	30	3	\$ 40,536	\$ -	\$ -	\$ -	\$ 44,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D5040	Emergency & Exit Lighting, Exit Sign, LED, Replace	2027		0	Fair	30	3	\$ 2,816	\$ -	\$ -	\$ -	\$ 3,077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Champions Sports Park - Snack Shack	D3050	HVAC System, Ductwork, Medium Density, Replace	2027		0	Fair	30	3	\$ 29,568	\$ -	\$ -	\$ -	\$ 32,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D5020	Secondary Transformer, Dry, Stepdown, Replace	2027		0	Fair	30	3	\$ 32,000	\$ -	\$ -	\$ -	\$ 34,967	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D5020	Distribution Panel, 277/480 V, 400 AMP, Replace	2027		0	Fair	30	3	\$ 16,960	\$ -	\$ -	\$ -	\$ 18,533	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D5040	Emergency & Exit Lighting, Exit Sign, LED, Replace	2027		0	Fair	30	3	\$ 2,112	\$ -	\$ -	\$ -	\$ 2,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2027		0	Fair	30	3	\$ 33,264	\$ -	\$ -	\$ -	\$ 36,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D2010	Emergency Plumbing Fixtures, Eye Wash & Shower Station, Replace	2027		0	Fair	30	3	\$ 7,360	\$ -	\$ -	\$ -	\$ 8,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Open Garage	D5020	Secondary Transformer, Dry, Stepdown, Replace	2027		0	Fair	30	3	\$ 21,440	\$ -	\$ -	\$ -	\$ 23,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Open Garage	D5020	Distribution Panel, 120/208 V, Replace	2027		0	Fair	30	3	\$ 6,400	\$ -	\$ -	\$ -	\$ 6,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Open Garage	D5030	Electrical System, Wiring & Switches, Average or Low Density/Complexity, Replace	2027		0	Fair	30	3	\$ 64,960	\$ -	\$ -	\$ -	\$ 70,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D2060	Air Compressor, Tank-Style, Replace	2027		0	Fair	30	3	\$ 23,264	\$ -	\$ -	\$ -	\$ 25,421	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3030	Chiller, Water-Cooled, 81 to 100 TON, Replace	2027		0	Fair	30	3	\$ 359,040	\$ -	\$ -	\$ -	\$ 392,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3030	Cooling Tower, (Typical) Open Circuit, Replace	2027		0	Fair	30	3	\$ 32,640	\$ -	\$ -	\$ -	\$ 35,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 21,216	\$ -	\$ -	\$ -	\$ 23,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Air Handler, Interior AHU, Easy/Moderate Access, Replace	2027		0	Fair	30	3	\$ 101,184	\$ -	\$ -	\$ -	\$ 110,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 17,952	\$ -	\$ -	\$ -	\$ 19,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Air Handler, Interior AHU, Easy/Moderate Access, Replace	2027		0	Fair	30	3	\$ 101,184	\$ -	\$ -	\$ -	\$ 110,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 17,952	\$ -	\$ -	\$ -	\$ 19,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Air Handler, Interior AHU, Easy/Moderate Access, Replace	2027		0	Fair	30	3	\$ 101,184	\$ -	\$ -	\$ -	\$ 110,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3060	Exhaust Fan, Roof or Wall-Mounted, 16" Damper, Replace	2027		0	Fair	30	3	\$ 7,834	\$ -	\$ -	\$ -	\$ 8,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
City Hall (with Police Station)	D5010	Uninterruptible Power Supply, Individual Battery, Replace	2027		0	Fair	30	3	\$ 5,120	\$ -	\$ -	\$ -	\$ 5,595	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2027	Given the significant age of the building and recent reports of plumbing issues from the facility, it is important to replace and upgrade plumbing system.	Fair	30	3	\$ 166,566	\$ -	\$ -	\$ -	\$ 182,011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	D3030	Air Conditioner, Window/Thru-Wall, Residential, Replace	2027		0	Fair	30	3	\$ 1,600	\$ -	\$ -	\$ -	\$ 1,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	D3030	Air Conditioner, Window/Thru-Wall, Replace	2027		0	Fair	30	3	\$ 7,040	\$ -	\$ -	\$ -	\$ 7,693	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D2010	Water Heater, Gas, Tankless, 6.5 to 9.5 GPM, Replace	2027		0	Fair	30	3	\$ 6,400	\$ -	\$ -	\$ -	\$ 6,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D2010	Water Heater, Gas, Tankless, 6.5 to 9.5 GPM, Replace	2027		0	Fair	30	3	\$ 6,400	\$ -	\$ -	\$ -	\$ 6,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 35,200	\$ -	\$ -	\$ -	\$ 38,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 24,000	\$ -	\$ -	\$ -	\$ 26,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D5030	Electrical System, Wiring & Switches, Average or Low Density/Complexity, Replace	2027		0	Fair	30	3	\$ 40,800	\$ -	\$ -	\$ -	\$ 44,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2027		0	Fair	30	3	\$ 57,728	\$ -	\$ -	\$ -	\$ 63,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D3050	Air Handler, Interior AHU, Easy/Moderate Access, Replace	2027		0	Fair	30	3	\$ 224,000	\$ -	\$ -	\$ -	\$ 244,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D5020	Switchboard, 120/208 V, Replace	2027		0	Fair	30	3	\$ 160,000	\$ -	\$ -	\$ -	\$ 174,836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D5020	Distribution Panel, 120/208 V, Replace	2027	This asset is 24 years beyond the end of its expected useful life.	Fair	30	3	\$ 6,400	\$ -	\$ -	\$ -	\$ 6,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D5030	Electrical System, Wiring & Switches, Average or Low Density/Complexity, Replace	2027		0	Fair	30	3	\$ 85,728	\$ -	\$ -	\$ -	\$ 93,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Pool Equipment Building	D2010	Emergency Plumbing Fixtures, Eye Wash & Shower Station, Replace	2027		0	Fair	30	3	\$ 7,360	\$ -	\$ -	\$ -	\$ 8,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Pool Equipment Building	D5040	Interior Lighting System, Full Upgrade, Low Density & Standard Fixtures, Replace	2027		0	Fair	30	3	\$ 4,200	\$ -	\$ -	\$ -	\$ 4,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Restroom Building	D5040	Interior Lighting System, Full Upgrade, Low Density & Standard Fixtures, Replace	2027		0	Fair	30	3	\$ 4,536	\$ -	\$ -	\$ -	\$ 4,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 48,000	\$ -	\$ -	\$ -	\$ 52,451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 24,000	\$ -	\$ -	\$ -	\$ 26,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 35,200	\$ -	\$ -	\$ -	\$ 38,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 35,200	\$ -	\$ -	\$ -	\$ 38,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 35,200	\$ -	\$ -	\$ -	\$ 38,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 24,000	\$ -	\$ -	\$ -	\$ 26,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2027		0	Fair	30	3	\$ 35,200	\$ -	\$ -	\$ -	\$ 38,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D3060	Exhaust Fan, Roof or Wall-Mounted, 12" Damper, Replace	2027		0	Fair	30	3	\$ 4,480	\$ -	\$ -	\$ -	\$ 4,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D5030	Variable Frequency Drive, VFD, by HP of Motor, 25 HP, Replace	2027	Capacity assumed.		Fair	30	3	\$ 39,680	\$ -	\$ -	\$ -	\$ 43,359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D5030	Circulation Pump, Circulation Pump, Replace	2027		0	Fair	30	3	\$ 45,440	\$ -	\$ -	\$ -	\$ 49,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D5030	Circulation Pump, Circulation Pump, Replace	2027		0	Fair	30	3	\$ 45,440	\$ -	\$ -	\$ -	\$ 49,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2027		0	Fair	30	3	\$ 5,184	\$ -	\$ -	\$ -	\$ 5,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2027		0	Fair	30	3	\$ 1,920	\$ -	\$ -	\$ -	\$ 2,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D2010	Water Heater, Gas, Residential, Replace	2027		0	Fair	30	3	\$ 4,160	\$ -	\$ -	\$ -	\$ 4,546	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D3030	Split System, Condensing Unit/Heat Pump, Replace	2027		0	Fair	30	3	\$ 22,720	\$ -	\$ -	\$ -	\$ 24,827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D3030	Split System, Fan Coil Unit, DX, Replace	2027		0	Fair	30	3	\$ 14,720	\$ -	\$ -	\$ -	\$ 16,085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D5030	Electrical System, Wiring & Switches, Average or Low Density/Complexity, Replace	2027		0	Fair	30	3	\$ 4,440	\$ -	\$ -	\$ -	\$ 4,852	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Restroom Building	D2010	Plumbing System, Supply & Sanitary, Low Density (excludes fixtures), Replace	2027		0	Fair	30	3	\$ 16,000	\$ -	\$ -	\$ -	\$ 17,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	D5030	Motor, AHU or Pump, Replace	2027		0	Fair	30	3	\$ 6,400	\$ -	\$ -	\$ -	\$ 6,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Park	D2010	Drinking Fountain, Exterior/Site, Precast Pedestal, Replace	2027		0	Fair	25	3	\$ 11,520	\$ -	\$ -	\$ -	\$ 12,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2027		0	Fair	25	3	\$ 4,800	\$ -	\$ -	\$ -	\$ 5,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
City Corporate Yard Building	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2027		0	Fair	25	3	\$ 4,800	\$ -	\$ -	\$ -	\$ 5,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D2010	Drinking Fountain, Wall-Mounted, Single-Level, Replace	2027		0	Fair	25	3	\$ 11,520	\$ -	\$ -	\$ -	\$ 12,588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2027		0	Fair	25	3	\$ 9,600	\$ -	\$ -	\$ -	\$ 10,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	D2010	Shower, Enameled Steel, Replace	2027		0	Fair	25	3	\$ 8,640	\$ -	\$ -	\$ -	\$ 9,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Site	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2027		0	Fair	25	3	\$ 4,800	\$ -	\$ -	\$ -	\$ 5,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	D2010	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	2027		0	Fair	25	3	\$ 9,600	\$ -	\$ -	\$ -	\$ 10,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	B2020	Window, Wood, 16-25 SF, Replace	2027		0	Fair	20	3	\$ 34,560	\$ -	\$ -	\$ -	\$ 37,765	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	B2050	Exterior Door, Wood, Solid-Core, Replace	2027		0	Fair	20	3	\$ 8,960	\$ -	\$ -	\$ -	\$ 9,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	F1020	Shed/Gazebo/Shade Structure, Wood or Metal-Framed, Basic/Minimal, Replace	2027		0	Fair	20	3	\$ 60,000	\$ -	\$ -	\$ -	\$ 65,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2027		0	Fair	20	3	\$ 19,008	\$ -	\$ -	\$ -	\$ 20,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2027		0	Fair	20	3	\$ 51,840	\$ -	\$ -	\$ -	\$ 56,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2050	Sports Apparatus, Basketball, Backboard/Rim/Pole, Replace	2027		0	Fair	20	3	\$ 91,200	\$ -	\$ -	\$ -	\$ 99,657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Trash Receptacle, Medium-Duty Metal or Precast, Replace	2027		0	Fair	20	3	\$ 22,400	\$ -	\$ -	\$ -	\$ 24,477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Picnic Table, Metal Powder-Coated, Replace	2027		0	Fair	20	3	\$ 4,480	\$ -	\$ -	\$ -	\$ 4,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Picnic Table, Metal Powder-Coated, Replace	2027		0	Fair	20	3	\$ 17,920	\$ -	\$ -	\$ -	\$ 19,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Bike Rack, Fixed 1-5 Bikes, Replace	2027		0	Fair	20	3	\$ 3,840	\$ -	\$ -	\$ -	\$ 4,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Trash Receptacle, Medium-Duty Metal or Precast, Replace	2027		0	Fair	20	3	\$ 8,960	\$ -	\$ -	\$ -	\$ 9,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Trash Receptacle, Medium-Duty Metal or Precast, Replace	2027		0	Fair	20	3	\$ 6,720	\$ -	\$ -	\$ -	\$ 7,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Bike Rack, Fixed 1-5 Bikes, Replace	2027		0	Fair	20	3	\$ 3,840	\$ -	\$ -	\$ -	\$ 4,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Champions Sports Park - Snack Shack	B2020	Screens & Shutters, Rolling Shutter, 10 to 50 SF, Replace	2027		0	Fair	20	3 \$ 19,200	\$ -	\$ -	\$ -	\$ 20,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	B2020	Screens & Shutters, Rolling Security Shutter, 55 to 100 SF, Replace	2027		0	Fair	20	3 \$ 12,800	\$ -	\$ -	\$ -	\$ 13,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	B2050	Exterior Door, Wood, Solid-Core, Replace	2027		0	Fair	20	3 \$ 6,720	\$ -	\$ -	\$ -	\$ 7,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	B2050	Overhead/Dock Door, Aluminum, 12'x12' (144 SF), Replace	2027		0	Fair	20	3 \$ 14,080	\$ -	\$ -	\$ -	\$ 15,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	B2050	Overhead/Dock Door, Aluminum, 20'x20' (400 SF), Replace	2027		0	Fair	20	3 \$ 192,000	\$ -	\$ -	\$ -	\$ 209,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2027		0	Fair	20	3 \$ 111,600	\$ -	\$ -	\$ -	\$ 121,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2027		0	Fair	20	3 \$ 13,824	\$ -	\$ -	\$ -	\$ 15,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	B2050	Exterior Door, Wood, Solid-Core, Replace	2027		0	Fair	20	3 \$ 6,720	\$ -	\$ -	\$ -	\$ 7,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	C1030	Interior Door, Wood, Solid-Core, Replace	2027		0	Fair	20	3 \$ 22,400	\$ -	\$ -	\$ -	\$ 24,477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	G2020	Parking Lots, Pavement, Concrete, Crack Fill & Stripe	2027		0	Fair	20	3 \$ 2,660	\$ -	\$ -	\$ -	\$ 2,907	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Goldenrod Park	G2080	Irrigation System, Controllers & Valves, Repairs & Adjustments, Repair	2027		0	Fair	20	3 \$ 141,850	\$ -	\$ -	\$ -	\$ 155,003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kraemer Memorial Park - Restroom Building	C1090	Toilet Partitions, Metal, Replace	2027		0	Fair	20	3 \$ 10,880	\$ -	\$ -	\$ -	\$ 11,889	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Restroom Building	C1090	Toilet Partitions, Plastic/Laminate, Replace	2027		0	Fair	20	3 \$ 7,200	\$ -	\$ -	\$ -	\$ 7,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	G2050	Sports Apparatus, Exercise Station Parks/Trails, Deluxe, Replace	2027		0	Fair	20	3 \$ 38,400	\$ -	\$ -	\$ -	\$ 41,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	G2050	Sports Apparatus, Player Bench, 12' Length, Replace	2027		0	Fair	20	3 \$ 2,880	\$ -	\$ -	\$ -	\$ 3,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	C1090	Toilet Partitions, Plastic/Laminate, Replace	2027		0	Fair	20	3 \$ 19,200	\$ -	\$ -	\$ -	\$ 20,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	G2080	Pump Station, Sanitary Pump Station Pump Control Panel, Replace	2027		0	Fair	20	3 \$ 17,600	\$ -	\$ -	\$ -	\$ 19,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Site	G2050	Athletic Surfaces & Courts, Basketball/General, Asphalt Pavement, Seal & Stripe	2027		0	Fair	20	3 \$ 4,147	\$ -	\$ -	\$ -	\$ 4,532	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Site	G2050	Athletic Surfaces & Courts, Basketball/General, Asphalt Pavement, Seal & Stripe	2027		0	Fair	20	3 \$ 3,197	\$ -	\$ -	\$ -	\$ 3,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Parque de Los Ninos - Site	G2050	Sports Apparatus, Exercise Station Parks/Trails, Basic, Replace	2027		0	Fair	20	3	\$ 12,800	\$ -	\$ -	\$ -	\$ 13,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Restroom Building	B2050	Exterior Door, Wire Mesh Metal, Gate, Replace	2027		0	Fair	20	3	\$ 12,160	\$ -	\$ -	\$ -	\$ 13,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Site	G2080	Irrigation System, Controllers & Valves, Repairs & Adjustments, Repair	2027		0	Fair	20	3	\$ 195,200	\$ -	\$ -	\$ -	\$ 213,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placencia Avenue Storm Water Pump Station	G2080	Pump Station, Sanitary Pump Station Pump Control Panel, Replace	2027		0	Fair	20	3	\$ 17,600	\$ -	\$ -	\$ -	\$ 19,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	G2050	Sports Apparatus, Player/Dugout Benches, 12' Length, Replace	2027		0	Fair	20	3	\$ 5,760	\$ -	\$ -	\$ -	\$ 6,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	G2050	Athletic Surfaces, Diamond Field, Infield Soil, Maintain	2027		0	Fair	20	3	\$ 38,400	\$ -	\$ -	\$ -	\$ 41,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tynes Gym	G2050	Sports Apparatus, Scoreboard, Electronic Basic, Replace	2027		0	Fair	20	3	\$ 9,600	\$ -	\$ -	\$ -	\$ 10,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	E1010	Charging Station, Electric Vehicle, Single Connection, Replace	2027		0	Fair	15	3	\$ 12,800	\$ -	\$ -	\$ -	\$ 13,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	E1010	Charging Station, Electric Vehicle, Single Connection, Replace	2027		0	Fair	15	3	\$ 12,800	\$ -	\$ -	\$ -	\$ 13,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	E1030	Foodservice Equipment, Refrigerator, 1-Door Reach-In, Replace	2027		0	Fair	15	3	\$ 8,640	\$ -	\$ -	\$ -	\$ 9,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	E1060	Residential Appliances, Clothes Dryer, Replace	2027		0	Fair	15	3	\$ 2,080	\$ -	\$ -	\$ -	\$ 2,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	E1060	Residential Appliances, Washer, Replace	2027		0	Fair	15	3	\$ 2,720	\$ -	\$ -	\$ -	\$ 2,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placencia Teen Center	E1030	Foodservice Equipment, Garbage Disposal, 1 to 3 HP, Replace	2027		0	Fair	15	3	\$ 12,160	\$ -	\$ -	\$ -	\$ 13,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	C1070	Suspended Ceilings, Acoustical Tile (ACT), Replace	2027		0	Fair	10	3	\$ 16,800	\$ -	\$ -	\$ -	\$ 18,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	C2010	Wall Finishes, any surface, Prep & Paint	2027		0	Fair	10	3	\$ 14,280	\$ -	\$ -	\$ -	\$ 15,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	C2030	Flooring, Vinyl Tile (VCT), Replace	2027		0	Fair	10	3	\$ 27,200	\$ -	\$ -	\$ -	\$ 29,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	C2030	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	2027		0	Fair	10	3	\$ 4,320	\$ -	\$ -	\$ -	\$ 4,721	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C1070	Suspended Ceilings, Acoustical Tile (ACT), Replace	2027		0	Fair	10	3	\$ 14,000	\$ -	\$ -	\$ -	\$ 15,298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2030	Flooring, Vinyl Tile (VCT), Replace	2027		0	Fair	10	3	\$ 36,800	\$ -	\$ -	\$ -	\$ 40,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Edwin T. Powell Building	B2010	Exterior Walls, Stucco, Prep & Paint	2027		0	Fair	10	3 \$ 86,790	\$ -	\$ -	\$ -	\$ 94,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	C2010	Wall Finishes, any surface, Prep & Paint	2027		0	Fair	10	3 \$ 39,744	\$ -	\$ -	\$ -	\$ 43,429	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2027		0	Fair	10	3 \$ 37,856	\$ -	\$ -	\$ -	\$ 41,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	C2030	Flooring, Vinyl Tile (VCT), Replace	2027		0	Fair	10	3 \$ 4,800	\$ -	\$ -	\$ -	\$ 5,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	C2030	Flooring, Carpet, Commercial Standard, Replace	2027		0	Fair	10	3 \$ 12,000	\$ -	\$ -	\$ -	\$ 13,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
McFadden Park - Restroom Building	C2010	Wall Finishes, any surface, Prep & Paint	2027		0	Fair	10	3 \$ 4,320	\$ -	\$ -	\$ -	\$ 4,721	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	B2010	Exterior Walls, Stucco, Prep & Fog Coat or Paint, Prep & Fog Coat or Paint	2027		0	Fair	10	3 \$ 45,229	\$ -	\$ -	\$ -	\$ 49,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	C2030	Flooring, Vinyl Sheeting, Replace	2027		0	Fair	10	3 \$ 8,960	\$ -	\$ -	\$ -	\$ 9,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	B2010	Exterior Walls, Stucco, Prep & Fog Coat or Paint, Prep & Fog Coat or Paint	2027		0	Fair	10	3 \$ 71,241	\$ -	\$ -	\$ -	\$ 77,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	C2010	Wall Finishes, any surface, Prep & Paint	2027		0	Fair	10	3 \$ 32,630	\$ -	\$ -	\$ -	\$ 35,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	C2030	Flooring, Vinyl Tile (VCT), Replace	2027		0	Fair	10	3 \$ 21,520	\$ -	\$ -	\$ -	\$ 23,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	C2030	Flooring, Carpet, Commercial Standard, Replace	2027		0	Fair	10	3 \$ 49,920	\$ -	\$ -	\$ -	\$ 54,549	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2027		0	Fair	10	3 \$ 11,488	\$ -	\$ -	\$ -	\$ 12,553	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2027		0	Fair	10	3 \$ 16,720	\$ -	\$ -	\$ -	\$ 18,270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	B2010	Exterior Walls, Stucco	2027		0	Fair	10	3 \$ 10,207	\$ -	\$ -	\$ -	\$ 11,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	C2010	Wall Finishes, any surface, Prep & Paint	2027		0	Fair	10	3 \$ 4,560	\$ -	\$ -	\$ -	\$ 4,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	C2030	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	2027		0	Fair	10	3 \$ 2,664	\$ -	\$ -	\$ -	\$ 2,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2027		0	Fair	10	3 \$ 4,440	\$ -	\$ -	\$ -	\$ 4,852	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Site	B2010	Exterior Walls, any painted surface, Prep & Paint	2027		0	Fair	10	3 \$ 19,200	\$ -	\$ -	\$ -	\$ 20,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Parque del Arroyo Verde - Site	G2050	Playfield Surfaces, Chips Wood, 6" Depth, Replace	2027		0	Excellent	10	3	\$ 38,400	\$ -	\$ -	\$ -	\$ 41,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	C1070	Suspended Ceilings, Acoustical Tile (ACT), Replace	2027		0	Fair	10	3	\$ 16,800	\$ -	\$ -	\$ -	\$ 18,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	C2010	Wall Finishes, Acoustical Tile (ACT), Fabric-Faced, Replace	2027		0	Fair	10	3	\$ 22,400	\$ -	\$ -	\$ -	\$ 24,477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	C2030	Flooring, Vinyl Tile (VCT), Replace	2027		0	Fair	10	3	\$ 27,200	\$ -	\$ -	\$ -	\$ 29,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	C2030	Flooring, Carpet, Commercial Standard, Replace	2027		0	Fair	10	3	\$ 4,800	\$ -	\$ -	\$ -	\$ 5,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Santa Fe Park	B2010	Exterior Walls, any painted surface, Prep & Paint	2027		0	Fair	10	3	\$ 33,120	\$ -	\$ -	\$ -	\$ 36,191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2027		0	Good	5	3	\$ 38,880	\$ -	\$ -	\$ -	\$ 42,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2028		0	Fair	40	4	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ 5,402	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2028		0	Fair	40	4	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 3,241	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 1	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Old City Hall	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)		NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Gomez Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2028	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 13,506	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2028		0	Fair	30	4	\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ 8,644	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3030	Split System Ductless, Single Zone, Replace	2028		0	Fair	30	4	\$ 15,667	\$ -	\$ -	\$ -	\$ -	\$ 17,633	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2028		0	Fair	30	4	\$ 68,141	\$ -	\$ -	\$ -	\$ -	\$ 76,693	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	D2010	Water Heater, Electric, Instant Hot, Replace	2028		0	Fair	30	4	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ 1,801	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	G4050	Exterior Site Lighting, Wall Pack, any type w/ LED, 13 to 26 W, Replace	2028		0	Fair	30	4	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 7,203	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D3030	Split System, Fan Coil Unit, DX, 1 to 1.5 TON, Replace	2028	Units not accessible.	Fair	30	4	\$ 40,320	\$ -	\$ -	\$ -	\$ -	\$ 45,381	\$ -	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D2010	Pump, Circulation/Booster, Domestic Water, Replace	2028		0	Fair	30	4	\$ 16,320	\$ -	\$ -	\$ -	\$ -	\$ 18,368	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2028		0	Fair	30	4	\$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ 32,415	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2028		0	Fair	30	4	\$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ 32,415	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D5040	Emergency & Exit Lighting, Exit Sign, LED, Replace	2028		0	Fair	30	4	\$ 2,816	\$ -	\$ -	\$ -	\$ -	\$ 3,169	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2028		0	Fair	30	4	\$ 7,992	\$ -	\$ -	\$ -	\$ -	\$ 8,995	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2028		0	Fair	25	4	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ 5,402	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2028		0	Fair	25	4	\$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ 27,012	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D2010	Sink/Lavatory, Vanity Top, Enameled Steel, Replace	2028		0	Fair	25	4	\$ 7,040	\$ -	\$ -	\$ -	\$ -	\$ 7,924	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Picnic Table, Precast Concrete, Replace	2028		0	Fair	20	4	\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ 8,644	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Park Bench, Metal Powder-Coated, Replace	2028		0	Fair	20	4	\$ 11,200	\$ -	\$ -	\$ -	\$ -	\$ 12,606	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Park Bench, Precast Concrete, Replace	2028		0	Fair	20	4	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ 10,805	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Champions Sports Park - Site	G2060	Bike Rack, Fixed 1-5 Bikes, Replace	2028		0	Fair	20	4 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ 4,322	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2060	Park Bench, Metal Powder-Coated, Replace	2028		0	Fair	20	4 \$ 22,400	\$ -	\$ -	\$ -	\$ -	\$ 25,211	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	B2020	Window, Aluminum Double-Glazed, 16-25 SF, Replace	2028		0	Fair	20	4 \$ 27,360	\$ -	\$ -	\$ -	\$ -	\$ 30,794	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C1030	Interior Door, Wood, Solid-Core, Replace	2028		0	Fair	20	4 \$ 26,880	\$ -	\$ -	\$ -	\$ -	\$ 30,254	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	G2060	Trash Receptacle, Heavy-Duty Fixed Concrete, Replace	2028		0	Fair	20	4 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ 5,042	\$ -	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	F1050	Pool Equipment, Circulation Pump, Replace	2028		0	Fair	20	4 \$ 43,520	\$ -	\$ -	\$ -	\$ -	\$ 48,982	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	E1030	Foodservice Equipment, Exhaust Hood, 8 to 10 LF, Replace	2028		0	Fair	15	4 \$ 14,400	\$ -	\$ -	\$ -	\$ -	\$ 16,207	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	E1030	Foodservice Equipment, Range/Oven, 6-Burner w/ Griddle, Replace	2028		0	Fair	15	4 \$ 32,640	\$ -	\$ -	\$ -	\$ -	\$ 36,737	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	E1030	Foodservice Equipment, Refrigerator, 2-Door Reach-In, Replace	2028		0	Fair	15	4 \$ 14,720	\$ -	\$ -	\$ -	\$ -	\$ 16,567	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	C1070	Suspended Ceilings, Acoustical Tile (ACT), Replace	2028		0	Fair	10	4 \$ 8,960	\$ -	\$ -	\$ -	\$ -	\$ 10,085	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	C2010	Wall Finishes, any surface, Prep & Paint	2028		0	Fair	10	4 \$ 10,320	\$ -	\$ -	\$ -	\$ -	\$ 11,615	\$ -	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2028		0	Fair	10	4 \$ 10,480	\$ -	\$ -	\$ -	\$ -	\$ 11,795	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	B2010	Exterior Walls, any painted surface, Prep & Paint	2028		0	Fair	10	4 \$ 158,400	\$ -	\$ -	\$ -	\$ -	\$ 178,281	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2030	Flooring, Ceramic Tile, Replace	2028		0	Fair	10	4 \$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ 32,415	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	C2030	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	2028		0	Fair	10	4 \$ 2,928	\$ -	\$ -	\$ -	\$ -	\$ 3,295	\$ -	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	C2030	Flooring, Carpet, Commercial Standard, Replace	2028		0	Fair	10	4 \$ 21,600	\$ -	\$ -	\$ -	\$ -	\$ 24,311	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 1	B2010	Exterior Walls, any painted surface, Prep & Paint	2028		0	Fair	10	4 \$ 49,920	\$ -	\$ -	\$ -	\$ -	\$ 56,185	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	B2010	Exterior Walls, any painted surface, Prep & Paint	2028		0	Fair	10	4 \$ 36,480	\$ -	\$ -	\$ -	\$ -	\$ 41,059	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Station 2	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2028		0	Fair	10	4 \$ 26,880	\$ -	\$ -	\$ -	\$ -	\$ 30,254	\$ -	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Melrose Storm Water Pump Station	B2010	Exterior Walls, any painted surface, Prep & Paint	2028		0	Fair	10	4 \$ 6,720	\$ -	\$ -	\$ -	\$ -	\$ 7,563	\$ -	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	C2010	Wall Finishes, any surface, Prep & Paint	2028		0	Fair	10	4 \$ 19,680	\$ -	\$ -	\$ -	\$ -	\$ 22,150	\$ -	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2028		0	Good	5	4 \$ 15,840	\$ -	\$ -	\$ -	\$ -	\$ 17,828	\$ -	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	B2010	Exterior Walls, any painted surface, Prep & Paint	2028		0	Good	3	4 \$ 32,640	\$ -	\$ -	\$ -	\$ -	\$ 36,737	\$ -	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2029	The site pavement is in poor condition and the plan is to repave the entire lot as part of the Public Safety Building Project.	0	Poor	50	0 \$ 46,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,419	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2029	The pavement is missing striping for parking spaces and ADA pavement markings.	0	Poor	50	0 \$ 5,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,843	\$ -	\$ -	\$ -	\$ -
Wagner Park	G2050	Playfield Surfaces, Chips Wood, 3" Depth, Replace	2029		0	Fair	40	2 \$ 16,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,290	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D7050	Fire Alarm Panel, Multiplex, Replace	2029		0	Fair	40	5 \$ 12,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,839	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	D7050	Fire Alarm System, Full System Upgrade, Simple Addressable, Install	2029		0	Fair	40	5 \$ 30,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,109	\$ -	\$ -	\$ -	\$ -
Goldenrod Park	G2050	Playfield Surfaces, Sand, 3" Depth, Replace	2029		0	Fair	40	5 \$ 10,606	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,295	\$ -	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2029		0	Fair	40	5 \$ 960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,113	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D4030	Fire Extinguisher, Wet Chemical/CO2, Replace	2029		0	Fair	40	5 \$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,226	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G2050	Playfield Surfaces, Sand, 6" Depth, Replace	2029		0	Fair	40	5 \$ 26,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,686	\$ -	\$ -	\$ -	\$ -
Richard Samp Park	G2050	Play Structure, Swing Set, 4 Seats, Replace	2029		0	Fair	40	5 \$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,274	\$ -	\$ -	\$ -	\$ -
Backs Community Center	B3020	Roof Appurtenances, Gutters & Downspouts, Aluminum w/ Fittings, Replace	2029		0	Fair	35	5 \$ 1,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,836	\$ -	\$ -	\$ -	\$ -
Placentia Avenue Storm Water Pump Station	B3010	Roofing, Single-Ply Membrane, TPO/PVC, Replace	2029	Evidence of water pooling. Drainage inadequate	0	Fair	35	5 \$ 41,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,929	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	0	NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	0	NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	0	NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
City Corporate Yard Building	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Fire Station 1	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Backs Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Old City Hall	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2029	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,911	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2029		0	Fair	30	5	\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G4050	Floodlights, Floodlights, 90 W, Replace/Install	2029		0	Fair	30	5	\$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ 44,516	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G4050	Floodlights, Floodlights, 90 W, Replace/Install	2029		0	Fair	30	5	\$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ 44,516	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D3020	Unit Heater, Natural Gas, Replace	2029		0	Fair	30	5	\$ 13,120	\$ -	\$ -	\$ -	\$ -	\$ 15,210	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D3020	Unit Heater, Natural Gas, Replace	2029		0	Fair	30	5	\$ 13,120	\$ -	\$ -	\$ -	\$ -	\$ 15,210	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D3020	Unit Heater, Natural Gas, Replace	2029		0	Fair	30	5	\$ 13,120	\$ -	\$ -	\$ -	\$ -	\$ 15,210	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D3020	Unit Heater, Natural Gas, Replace	2029		0	Fair	30	5	\$ 13,120	\$ -	\$ -	\$ -	\$ -	\$ 15,210	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D3020	Unit Heater, Natural Gas, Replace	2029		0	Fair	30	5	\$ 13,120	\$ -	\$ -	\$ -	\$ -	\$ 15,210	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D3060	Exhaust Fan, Centrifugal, 16" Damper, Replace	2029		0	Fair	30	5	\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D2010	Pump, Circulation/Booster, Domestic Water, Replace	2029		0	Fair	30	5	\$ 19,520	\$ -	\$ -	\$ -	\$ -	\$ 22,629	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
City Hall (with Police Station)	D2010	Pump, Circulation/Booster, Domestic Water, Replace	2029		0	Fair	30	5 \$ 19,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,629	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3050	Pump, Distribution, HVAC Chilled or Condenser Water, Replace	2029		0	Fair	30	5 \$ 19,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,081	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D5010	Generator, Diesel, Replace	2029		0	Fair	30	5 \$ 275,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 319,032	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	D5010	Automatic Transfer Switch, ATS, Replace	2029		0	Fair	30	5 \$ 27,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,532	\$ -	\$ -	\$ -	\$ -
Edwin T. Powell Building	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, 250 W, Replace	2029		0	Fair	30	5 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,452	\$ -	\$ -	\$ -	\$ -
Fire Station 2	D3030	Split System Ductless, Single Zone, Replace	2029		0	Fair	30	5 \$ 15,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,806	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	D2010	Water Heater, Electric, Residential, Replace	2029		0	Fair	30	5 \$ 1,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,040	\$ -	\$ -	\$ -	\$ -
Kraemer Storm Water Pump Station	D3030	Split System Ductless, Single Zone, Replace	2029		0	Fair	30	5 \$ 11,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,984	\$ -	\$ -	\$ -	\$ -
McFadden Park - Pool Equipment Building	D3010	Storage Tank, Chemical, Interior, Replace	2029		0	Fair	30	5 \$ 8,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,645	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3060	Exhaust Fan, Centrifugal, 12" Damper, 100 to 1000 CFM, Replace	2029		0	Fair	30	5 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,194	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3060	Exhaust Fan, Centrifugal, 16" Damper, Replace	2029		0	Fair	30	5 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3060	Exhaust Fan, Centrifugal, 12" Damper, 100 to 1000 CFM, Replace	2029		0	Fair	30	5 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,194	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3060	Exhaust Fan, Centrifugal, 16" Damper, Replace	2029		0	Fair	30	5 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	D3060	Exhaust Fan, Centrifugal, 16" Damper, Replace	2029		0	Fair	30	5 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
Old City Hall	D2010	Water Heater, Electric, Residential, Replace	2029		0	Fair	30	5 \$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,339	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2029		0	Fair	30	5 \$ 19,536	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,648	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G4050	Pole Light Fixture w/ Lamps, any type 30' High, w/ LED Replacement, Replace/Install	2029		0	Fair	30	5 \$ 21,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,226	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Restroom Building	D2010	Plumbing System, Supply & Sanitary, Low Density (excludes fixtures), Replace	2029		0	Fair	30	5 \$ 7,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,810	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Restroom Building	D5030	Electrical System, Wiring & Switches, Average or Low Density/Complexity, Replace	2029		0	Fair	30	5 \$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,405	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Placentia Avenue Storm Water Pump Station	D5020	Secondary Transformer, Dry, Stepdown, Replace	2029		0	Fair	30	5 \$ 64,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,194	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2029		0	Fair	30	5 \$ 68,534	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,450	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	D2010	Backflow Preventer, Domestic Water, Replace	2029		0	Fair	30	5 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,194	\$ -	\$ -	\$ -	\$ -
Aguirre Community Center	D2010	Sink/Lavatory, Vanity Top, Enameled Steel, Replace	2029		0	Fair	25	5 \$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,081	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	D2010	Sink/Lavatory, Service Sink, Wall-Hung, Replace	2029		0	Fair	25	5 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,194	\$ -	\$ -	\$ -	\$ -
Goldenrod Park	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2029		0	Fair	25	5 \$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,565	\$ -	\$ -	\$ -	\$ -
Kraemer Memorial Park - Restroom Building	D2010	Drinking Fountain, Wall-Mounted, Bi-Level, rr Replace	2029		0	Fair	25	5 \$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,565	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D2010	Toilet, Residential Water Closet, Replace	2029		0	Fair	25	5 \$ 6,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,790	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D2010	Shower, Ceramic Tile, Replace	2029		0	Fair	25	5 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,548	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D2010	Urinal, Standard, Replace	2029		0	Fair	25	5 \$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,081	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2029		0	Fair	25	5 \$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,565	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Restroom Building	D2010	Urinal, Standard, Replace	2029		0	Fair	25	5 \$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,081	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Restroom Building	D2010	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	2029		0	Fair	25	5 \$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,129	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Restroom Building	D2010	Toilet, Commercial Water Closet, Replace	2029		0	Fair	25	5 \$ 12,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,468	\$ -	\$ -	\$ -	\$ -
Tynes Gym	D2010	Toilet, Commercial Water Closet, Replace	2029		0	Fair	25	5 \$ 20,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,113	\$ -	\$ -	\$ -	\$ -
Bradford Park	G2080	Irrigation System, Controllers & Valves, Repairs & Adjustments, Repair	2029		0	Fair	20	5 \$ 96,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,290	\$ -	\$ -	\$ -	\$ -
Champions Sports Park - Site	G2050	Sports Apparatus, Player/Dugout Benches, 12' Length, Replace	2029		0	Fair	20	5 \$ 8,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,016	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Site	F1020	Ancillary Building, Wood-Framed or CMU, Basic/Minimal, Replace	2029		0	Fair	20	5 \$ 115,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,548	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Site	F1020	Ancillary Building, Wood-Framed or CMU, Basic/Minimal, Replace	2029		0	Fair	20	5 \$ 230,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,097	\$ -	\$ -	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
City Hall (with Police Station)	F1050	Pool Equipment, Circulation Pump, Replace	2029		0	Fair	20	5 \$ 16,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,919	\$ -	\$ -	\$ -	\$ -
Goldenrod Park	G2050	Campground Accessories, Grill, Pedestal-Style, Replace	2029		0	Fair	20	5 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,452	\$ -	\$ -	\$ -	\$ -
Goldenrod Park	G2080	Landscaping, Mature Trees, Removal/Trimming, Repair	2029		0	Fair	20	5 \$ 62,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,339	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	B2020	Screens & Shutters, Rolling Security Shutter, 10 to 50 SF, Replace	2029		0	Fair	20	5 \$ 15,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,806	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	C1090	Toilet Partitions, Plastic/Laminate, Replace	2029		0	Fair	20	5 \$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,129	\$ -	\$ -	\$ -	\$ -
Kraemer Memorial Park - Site	G2050	Athletic Surfaces & Courts, Basketball, 2-Color Surface, Seal & Stripe	2029		0	Fair	20	5 \$ 21,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,040	\$ -	\$ -	\$ -	\$ -
Kraemer Storm Water Pump Station	D7050	Fire Alarm Panel, Multiplex, Replace	2029		0	Good	20	5 \$ 12,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,839	\$ -	\$ -	\$ -	\$ -
McFadden Park - Pool Equipment Building	F1050	Pool Equipment, Circulation Pump, Replace	2029		0	Fair	20	5 \$ 19,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,629	\$ -	\$ -	\$ -	\$ -
McFadden Park - Pool Equipment Building	F1050	Pool Equipment, Filtration System, Replace	2029		0	Fair	20	5 \$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,258	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	F1050	Pool Accessories, Underwater Lighting, Replace	2029		0	Fair	20	5 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
McFadden Park - Site	G2050	Athletic Surfaces & Courts, Basketball/General, Asphalt Pavement, Mill & Overlay	2029		0	Fair	20	5 \$ 95,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,363	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	B2050	Exterior Door, Steel, Standard, Replace	2029		0	Fair	20	5 \$ 30,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,613	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	C1010	Interior Wall, Movable Partitions, Fabric 8 to 10' Height, Replace	2029		0	Fair	20	5 \$ 2,822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,271	\$ -	\$ -	\$ -	\$ -
Old City Hall	G2060	Decorative Fountains, Aerator or Nozzle, Replace	2029		0	Fair	20	5 \$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,419	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	B2050	Exterior Door, Steel, Standard, Replace	2029		0	Fair	20	5 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,903	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	C1030	Interior Door, Wood, Solid-Core, Replace	2029		0	Fair	20	5 \$ 13,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,581	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	B2050	Exterior Door, Wood, Solid-Core, Replace	2029		0	Fair	20	5 \$ 2,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,597	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Site	F1050	Pool Finishes, Basin & Deck Finishes, Plaster Basin, Refinish	2029		0	Fair	20	5 \$ 56,742	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,780	\$ -	\$ -	\$ -	\$ -
Parque de Los Ninos - Site	G2050	Campground Accessories, Grill, Pedestal-Style, Replace	2029		0	Fair	20	5 \$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,226	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Parque de Los Ninos - Site	G2060	Fences & Gates, Fence, any Painted Surface, Prep & Paint	2029		0	Fair	20	5 \$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,516	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	F1020	Gazebo, Wood Framed, Standard, Replace	2029		0	Fair	20	5 \$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,460	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G2060	Trash Receptacle, Medium-Duty Metal or Precast, Replace	2029		0	Fair	20	5 \$ 6,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,790	\$ -	\$ -	\$ -	\$ -
Parque de Los Vaqueros - Site	G2080	Landscaping, Mature Trees, Removal/Trimming, Repair	2029		0	Fair	20	5 \$ 192,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,581	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Restroom Building	G2060	Fences & Gates, Pedestrian Gate, Wrought Iron, Replace	2029		0	Fair	20	5 \$ 5,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,935	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Site	G2080	Irrigation System, Control Panel, Replace	2029		0	Fair	20	5 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,548	\$ -	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Site	G2080	Landscaping, Mature Trees, Removal/Trimming, Repair	2029		0	Fair	20	5 \$ 211,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244,839	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	B2050	Exterior Door, Steel, Standard, Replace	2029		0	Fair	20	5 \$ 5,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,677	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	G2060	Park Bench, Wood/Composite/Fiberglass, Replace	2029		0	Fair	20	5 \$ 5,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,677	\$ -	\$ -	\$ -	\$ -
Richard Samp Park	G2050	Campground Accessories, Grill, Pedestal-Style, Replace	2029		0	Fair	20	5 \$ 5,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,677	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	G2050	Outdoor Spectator Seating, Bleachers, Aluminum Benches (per Seat), Replace	2029		0	Fair	20	5 \$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,516	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	G2060	Fences & Gates, Fence, Chain Link 8', Replace	2029		0	Fair	20	5 \$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,258	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	G2060	Bike Rack, Fixed 1-5 Bikes, Replace	2029		0	Fair	20	5 \$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,226	\$ -	\$ -	\$ -	\$ -
Tuffree Park - Site	G2080	Irrigation System, Control Panel, Replace	2029		0	Fair	20	5 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,548	\$ -	\$ -	\$ -	\$ -
Tynes Gym	B2050	Exterior Door, Wood, Solid-Core, Replace	2029		0	Fair	20	5 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,194	\$ -	\$ -	\$ -	\$ -
Tynes Gym	G2060	Fences & Gates, Pedestrian Gate, Wrought Iron, Replace	2029		0	Fair	20	5 \$ 5,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,935	\$ -	\$ -	\$ -	\$ -
Wagner Park	G2080	Irrigation System, Controllers & Valves, Repairs & Adjustments, Repair	2029		0	Fair	20	5 \$ 134,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,806	\$ -	\$ -	\$ -	\$ -
Wagner Park	G2080	Irrigation System, Control Panel, Replace	2029		0	Fair	20	5 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,548	\$ -	\$ -	\$ -	\$ -
Wagner Park	G2080	Landscaping, Mature Trees, Removal/Trimming, Repair	2029		0	Fair	20	5 \$ 192,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,581	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Champions Sports Park - Snack Shack	E1030	Foodservice Equipment, Griddle, Replace	2029		0	Fair	15	5 \$ 22,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,968	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	E1030	Foodservice Equipment, Icemaker, Freestanding, Replace	2029		0	Fair	15	5 \$ 21,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,855	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	E1030	Foodservice Equipment, Garbage Disposal, 1 to 3 HP, Replace	2029		0	Fair	15	5 \$ 12,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,097	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2010	Wall Finishes, Ceramic Tile, Replace	2029		0	Fair	10	5 \$ 48,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,758	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Fair	10	5 \$ 79,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,815	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2030	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	2029		0	Fair	10	5 \$ 5,568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,455	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2030	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	2029		0	Fair	10	5 \$ 21,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,846	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2029		0	Fair	10	5 \$ 15,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,363	\$ -	\$ -	\$ -	\$ -
City Corporate Yard Building	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2029		0	Fair	10	5 \$ 58,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,470	\$ -	\$ -	\$ -	\$ -
City Corporate Yard - Open Garage	B2010	Exterior Walls, Metal Siding, Replace	2029		0	Fair	10	5 \$ 125,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,271	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	B2010	Exterior Walls, any painted surface, Prep & Paint	2029		0	Fair	10	5 \$ 110,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,984	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Fair	10	5 \$ 218,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 253,185	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	C2030	Flooring, Carpet, Commercial Standard, Replace	2029		0	Fair	10	5 \$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,387	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	C2030	Flooring, Carpet, Commercial Tile, Replace	2029		0	Fair	10	5 \$ 135,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,734	\$ -	\$ -	\$ -	\$ -
City Hall (with Police Station)	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2029		0	Fair	10	5 \$ 112,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,839	\$ -	\$ -	\$ -	\$ -
Fire Station 1	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Fair	10	5 \$ 23,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,710	\$ -	\$ -	\$ -	\$ -
Fire Station 1	C2030	Flooring, any surface, w/ Epoxy Coating, Prep & Paint	2029		0	Fair	10	5 \$ 69,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,129	\$ -	\$ -	\$ -	\$ -
Fire Station 1	C2030	Flooring, Carpet, Commercial Tile, Replace	2029		0	Fair	10	5 \$ 14,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,879	\$ -	\$ -	\$ -	\$ -
Fire Station 1	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2029		0	Fair	10	5 \$ 12,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,839	\$ -	\$ -	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fire Station 2	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Fair	10	5 \$ 35,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,177	\$ -	\$ -	\$ -	\$ -
Fire Station 2	C2030	Flooring, any surface, w/ Epoxy Coating, Prep & Paint	2029		0	Fair	10	5 \$ 96,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,290	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	B2010	Exterior Walls, Stucco, Prep & Fog Coat or Paint, Prep & Fog Coat or Paint	2029		0	Fair	10	5 \$ 19,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,673	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	C2030	Flooring, Carpet, Commercial Standard, Replace	2029		0	Fair	10	5 \$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,823	\$ -	\$ -	\$ -	\$ -
Koch Park Community Center	E2010	Casework, Cabinetry, Hardwood Standard, Replace	2029		0	Fair	10	5 \$ 23,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,710	\$ -	\$ -	\$ -	\$ -
Backs Community Center	B2010	Exterior Walls, any painted surface, Prep & Paint	2029		0	Fair	10	5 \$ 129,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,242	\$ -	\$ -	\$ -	\$ -
Kraemer Memorial Park - Restroom Building	B2010	Exterior Walls, any painted surface, Prep & Paint	2029		0	Fair	10	5 \$ 8,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,294	\$ -	\$ -	\$ -	\$ -
Kraemer Memorial Park - Restroom Building	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Fair	10	5 \$ 4,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,008	\$ -	\$ -	\$ -	\$ -
McFadden Park - Pool Equipment Building	B2010	Exterior Walls, Stucco	2029		0	Fair	10	5 \$ 15,891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,422	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Fair	10	5 \$ 100,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,298	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	C2030	Flooring, Vinyl Tile (VCT), Replace	2029		0	Fair	10	5 \$ 67,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,903	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2029		0	Fair	10	5 \$ 10,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,613	\$ -	\$ -	\$ -	\$ -
Whitten Community Center	E2010	Casework, Cabinetry, Hardwood Standard, Replace	2029		0	Fair	10	5 \$ 115,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,548	\$ -	\$ -	\$ -	\$ -
Placentia Teen Center	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2029		0	Fair	10	5 \$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,855	\$ -	\$ -	\$ -	\$ -
Tynes Gym	C2030	Flooring, Vinyl Sheeting, Replace	2029		0	Fair	10	5 \$ 201,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,710	\$ -	\$ -	\$ -	\$ -
Bradford Park	G2080	Landscaping, Mature Trees, Removal/Trimming, Repair	2029		0	Good	5	5 \$ 192,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,581	\$ -	\$ -	\$ -	\$ -
Kraemer Storm Water Pump Station	G2080	Pump Station, Sanitary Pump Station Pump Control Panel, Replace	2029		0	Good	5	5 \$ 17,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,403	\$ -	\$ -	\$ -	\$ -
Gomez Community Center	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2029		0	Good	5	5 \$ 12,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,231	\$ -	\$ -	\$ -	\$ -
Kraemer Memorial Park - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2029	It was scheduled to be performed within a few days after the assessment visit.		Excellent	3	5 \$ 42,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,246	\$ -	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Kraemer Storm Water Pump Station	C2010	Wall Finishes, any surface, Prep & Paint	2029		0	Good	3	5 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,452	\$ -	\$ -	\$ -	\$ -
Kraemer Storm Water Pump Station	C2030	Flooring, any surface, w/ Paint or Sealant, Prep & Paint	2029		0	Good	3	5 \$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,226	\$ -	\$ -	\$ -	\$ -
Kraemer Storm Water Pump Station	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2029		0	Good	3	5 \$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,968	\$ -	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D7050	Fire Alarm System, Full System Upgrade, Basic/Zoned, Install	2030		0	Fair	40	6 \$ 21,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,218	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Aguirre Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
City Corporate Yard Building	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
City Hall (with Police Station)	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Fire Station 1	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Fire Station 2	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Backs Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Whitten Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Old City Hall	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Gomez Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Piacentia Teen Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2030	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,329	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D1010	Elevator Controls, Automatic, 1 Car, Replace	2030		0	Fair	30	6 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,105	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D3060	Exhaust Fan, Roof or Wall-Mounted, 10" Damper, Replace	2030		0	Fair	30	6 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,585	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D3060	Exhaust Fan, Roof or Wall-Mounted, 10" Damper, Replace	2030		0	Fair	30	6 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,585	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Bradford Avenue Pedestrian Bridge	D5040	Lighting Controls, Dimming Panel, Digital Time Control Clock & Photosensor, Replace	2030		0	Fair	30	6 \$ 14,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,882	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2030		0	Fair	30	6 \$ 63,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,655	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2030		0	Fair	30	6 \$ 14,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,194	\$ -	\$ -	\$ -
City Corporate Yard Building	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2030		0	Fair	30	6 \$ 158,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,138	\$ -	\$ -	\$ -
City Hall (with Police Station)	D3060	Exhaust Fan, Roof or Wall-Mounted, 12" Damper, Replace	2030		0	Fair	30	6 \$ 4,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,457	\$ -	\$ -	\$ -
Whitten Community Center	D2010	Water Heater, Electric, Residential, Replace	2030		0	Fair	30	6 \$ 2,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,484	\$ -	\$ -	\$ -
Whitten Community Center	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2030		0	Fair	30	6 \$ 133,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,529	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D2030	Pump, Sump, 20 HP, Replace	2030	Quantity and capacity assumed.		Fair	30	6 \$ 42,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,201	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D3060	Exhaust Fan, Centrifugal, 12" Damper, 100 to 1000 CFM, Replace	2030		0	Fair	30	6 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,349	\$ -	\$ -	\$ -
Melrose Storm Water Pump Station	D3060	Exhaust Fan, Centrifugal, 12" Damper, 100 to 1000 CFM, Replace	2030		0	Fair	30	6 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,349	\$ -	\$ -	\$ -
Placencia Avenue Storm Water Pump Station	D5030	Circulation Pump, AHU or Pump, Replace	2030		0	Fair	30	6 \$ 70,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,061	\$ -	\$ -	\$ -
Placencia Avenue Storm Water Pump Station	D5030	Circulation Pump, AHU or Pump, Replace	2030		0	Fair	30	6 \$ 70,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,061	\$ -	\$ -	\$ -
Placencia Teen Center	D5030	Electrical System, Wiring & Switches, Average Complexity, Replace	2030		0	Fair	30	6 \$ 15,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,599	\$ -	\$ -	\$ -
Whitten Community Center	D2010	Drinking Fountain, Wall-Mounted, Single-Level, Replace	2030		0	Fair	25	6 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,170	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	G2060	Trash Receptacle, Medium-Duty Metal or Precast, Replace	2030		0	Fair	20	6 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,349	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	G2080	Irrigation System, Pop-Up Spray Heads, Commercial, Replace	2030		0	Fair	20	6 \$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,524	\$ -	\$ -	\$ -
Champions Sports Park - Site	F1020	Ancillary Building, Wood-Framed or CMU, Basic/Minimal, Replace	2030		0	Fair	20	6 \$ 13,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,048	\$ -	\$ -	\$ -
Koch Park - Site	G2080	Irrigation System, Control Panel, Replace	2030		0	Fair	20	6 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,105	\$ -	\$ -	\$ -
Kraemer Memorial Park - Site	G2060	Trash Receptacle, Portable/Light-Duty, Replace	2030		0	Fair	20	6 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,585	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Kraemer Memorial Park - Site	G2080	Irrigation System, Control Panel, Replace	2030		0	Fair	20	6 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,105	\$ -	\$ -	\$ -
McFadden Park - Restroom Building	B2050	Exterior Door, Wire Mesh Metal, Gate, Replace	2030		0	Fair	20	6 \$ 12,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,520	\$ -	\$ -	\$ -
McFadden Park - Site	F1050	Pool Finishes, Basin & Deck Finishes, Plaster Basin, Refinish	2030		0	Fair	20	6 \$ 49,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,225	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	F1050	Pool Equipment, Supplemental Components, Chemical Controller, Install	2030		0	Fair	20	6 \$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,642	\$ -	\$ -	\$ -
Parque de Los Ninos - Pool Building	F1050	Pool Equipment, Filtration System, Replace	2030		0	Fair	20	6 \$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,926	\$ -	\$ -	\$ -
Champions Sports Park - Snack Shack	E1030	Foodservice Equipment, Griddle, Replace	2030		0	Fair	15	6 \$ 22,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,747	\$ -	\$ -	\$ -
Koch Park Community Center	E1030	Foodservice Equipment, Freezer, 1-Door Reach-In, Replace	2030		0	Fair	15	6 \$ 9,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,845	\$ -	\$ -	\$ -
Koch Park Community Center	E1030	Foodservice Equipment, Fountain Dispenser, Fountain Dispenser	2030		0	Fair	15	6 \$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,597	\$ -	\$ -	\$ -
Koch Park Community Center	E1030	Foodservice Equipment, Refrigerator, 1-Door Reach-In, Replace	2030		0	Fair	15	6 \$ 8,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,317	\$ -	\$ -	\$ -
Whitten Community Center	E1030	Foodservice Equipment, Freezer, 3-Door Reach-In, Replace	2030		0	Fair	15	6 \$ 21,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,983	\$ -	\$ -	\$ -
Parque del Arroyo Verde - Site	G2050	Playfield Surfaces, Chips Wood, 6" Depth, Replace	2030		0	Excellent	10	3 \$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,852	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2030		0	Good	10	6 \$ 15,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,341	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2030		0	Good	10	6 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,170	\$ -	\$ -	\$ -
Edwin T. Powell Building	D2010	Water Heater, Gas, Tankless, Replace	2030		0	Good	10	6 \$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,642	\$ -	\$ -	\$ -
Fire Station 2	C2030	Flooring, Carpet, Commercial Tile, Replace	2030		0	Fair	10	6 \$ 16,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,869	\$ -	\$ -	\$ -
Backs Community Center	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2030		0	Fair	10	6 \$ 52,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,664	\$ -	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	G2060	Bike Rack, Fixed 1-5 Bikes, Replace	2030		0	Good	5	6 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,585	\$ -	\$ -	\$ -
City Corporate Yard Building	C2030	Flooring, Carpet, Commercial Standard, Replace	2030		0	Good	3	6 \$ 21,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,792	\$ -	\$ -	\$ -
Fire Station 1	E1030	Laundry Equipment, Washer, Commercial, Replace	2030		0	Good	3	6 \$ 20,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,836	\$ -	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fire Station 2	E1030	Laundry Equipment, Washer, Commercial, Replace	2030		0	Good	3	6 \$ 20,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,836	\$ -	\$ -	\$ -
City Hall (with Police Station)	D7050	Fire Alarm Panel, Fully Addressable, Replace	2031		0	Fair	40	7 \$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,034	\$ -	\$ -
Goldenrod Park	G2050	Play Structure, Swing Set, 4 Seats, Replace	2031		0	Fair	40	7 \$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,839	\$ -	\$ -
Whitten Community Center	D4010	Fire Suppression System, Existing Sprinkler Heads, by SF, Replace	2031		0	Fair	40	7 \$ 31,768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,071	\$ -	\$ -
Richard Samp Park	G2050	Play Structure, Multipurpose, Medium, Replace	2031		0	Fair	40	7 \$ 64,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,712	\$ -	\$ -
Champions Sports Park - Snack Shack	B3010	Roofing, Clay/Concrete Tile, Replace	2031		0	Fair	35	7 \$ 125,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,551	\$ -	\$ -
Fire Station 1	B3020	Roof Appurtenances, Gutters & Downspouts, Aluminum w/ Fittings, Replace	2031		0	Fair	35	7 \$ 1,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,558	\$ -	\$ -
Fire Station 2	B3060	Roof Skylight, per unit, up to 20 SF, Replace	2031		0	Fair	35	7 \$ 8,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,233	\$ -	\$ -
Parque de Los Vaqueros - Restroom Building	B3010	Roofing, Metal, Replace	2031		0	Fair	35	7 \$ 45,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,279	\$ -	\$ -
Bradford Avenue Pedestrian Bridge	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Aguirre Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Champions Sports Park - Snack Shack	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
City Corporate Yard Building	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
City Hall (with Police Station)	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Fire Station 1	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Fire Station 2	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Backs Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Whitten Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Old City Hall	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Gomez Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Placentia Teen Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2031	Operational lease costs (annual)	NA	30	0	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,758	\$ -	\$ -
Champions Sports Park - Site	G4050	Parking/Roadway Lighting, Pole-Mounted, any type w/ LED, Replace	2031		0	Fair	30	7	\$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,614	\$ -	\$ -
Champions Sports Park - Site	G4050	Parking/Roadway Lighting, Pole-Mounted, any type w/ LED, Replace	2031		0	Fair	30	7	\$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,614	\$ -	\$ -
Champions Sports Park - Site	G4050	Parking/Roadway Lighting, Pole-Mounted, any type w/ LED, Replace	2031		0	Fair	30	7	\$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,614	\$ -	\$ -
City Corporate Yard - Open Garage	D3020	Unit Heater, Natural Gas, Replace	2031		0	Fair	30	7	\$ 13,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,136	\$ -	\$ -
City Corporate Yard - Open Garage	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2031		0	Fair	30	7	\$ 115,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,681	\$ -	\$ -
City Hall (with Police Station)	D2010	Water Heater, Gas, Commercial (125 MBH), Replace	2031		0	Fair	30	7	\$ 39,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,801	\$ -	\$ -
City Hall (with Police Station)	D3020	Boiler, Gas, HVAC, Replace	2031		0	Fair	30	7	\$ 65,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,286	\$ -	\$ -
Fire Station 1	D2060	Air Compressor, Tank-Style, Replace	2031		0	Fair	30	7	\$ 23,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,612	\$ -	\$ -
Fire Station 2	D2060	Air Compressor, Tank-Style, Replace	2031		0	Fair	30	7	\$ 50,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,576	\$ -	\$ -
Fire Station 2	D3060	Exhaust Fan, Centrifugal, 24" Damper, Replace	2031		0	Fair	30	7	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,807	\$ -	\$ -
Fire Station 2	D3060	Exhaust Fan, Roof or Wall-Mounted, 10" Damper, Replace	2031		0	Fair	30	7	\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,445	\$ -	\$ -
Backs Community Center	D2010	Water Heater, Gas, Residential, Replace	2031	Data tag hidden by insulation.	Fair	30	7	\$ 4,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,116	\$ -	\$ -
Parque de Los Ninos - Site	D2010	Backflow Preventer, Domestic Water, Replace	2031		0	Fair	30	7	\$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,510	\$ -	\$ -
Tynes Gym	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2031		0	Fair	30	7	\$ 228,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281,395	\$ -	\$ -
Backs Community Center	D2010	Drinking Fountain, Wall-Mounted, Bi-Level, Replace	2031		0	Fair	25	7	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,903	\$ -	\$ -
Gomez Community Center	D2010	Toilet, Commercial Water Closet, Replace	2031		0	Fair	25	7	\$ 12,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,349	\$ -	\$ -
Gomez Community Center	D2010	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	2031		0	Fair	25	7	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,807	\$ -	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Parque de Los Ninos - Pool Building	D2010	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	2031		0	Fair	25	7 \$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,807	\$ -	\$ -
Champions Sports Park - Site	G2050	Athletic Surfaces & Courts, Basketball/General, Asphalt Pavement, Seal & Stripe	2031		0	Fair	20	2 \$ 9,936	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,220	\$ -	\$ -
Tuffree Park - Site	G2050	Athletic Surfaces, Diamond Field, Infield Soil, Maintain	2031		0	Fair	20	3 \$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,227	\$ -	\$ -
Champions Sports Park - Site	G2050	Sports Apparatus, Scoreboard, Electronic Basic, Replace	2031		0	Fair	20	7 \$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,420	\$ -	\$ -
Edwin T. Powell Building	G2080	Irrigation System, Pop-Up Spray Heads, Commercial, Replace	2031		0	Fair	20	7 \$ 10,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,397	\$ -	\$ -
Kraemer Memorial Park - Site	G2050	Sports Apparatus, Exercise Station Parks, Standard, Replace	2031		0	Fair	20	7 \$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,356	\$ -	\$ -
McFadden Park - Site	G2080	Irrigation System, Control Panel, Replace	2031		0	Fair	20	7 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,678	\$ -	\$ -
Gomez Community Center	C1090	Toilet Partitions, Wood, Replace	2031		0	Fair	20	7 \$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,936	\$ -	\$ -
Parque del Arroyo Verde - Restroom Building	B2050	Exterior Door, Wire Mesh Metal, Gate, Replace	2031		0	Fair	20	7 \$ 12,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,955	\$ -	\$ -
Richard Samp Park	G2060	Park Bench, Wood/Composite/Fiberglass, Replace	2031		0	Fair	20	7 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,723	\$ -	\$ -
Santa Fe Park	G2050	Sports Apparatus, Exercise Station Parks/Trails, Standard, Replace	2031		0	Fair	20	7 \$ 28,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,420	\$ -	\$ -
Tynes Gym	B2050	Exterior Door, Steel, Standard, Replace	2031		0	Fair	20	7 \$ 15,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,891	\$ -	\$ -
Fire Station 2	E1030	Foodservice Equipment, Icemaker, Freestanding, Replace	2031		0	Fair	15	7 \$ 21,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,368	\$ -	\$ -
Fire Station 2	E1030	Foodservice Equipment, Exhaust Hood, 3 to 6 LF, Replace	2031		0	Fair	15	7 \$ 10,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,987	\$ -	\$ -
Koch Park Community Center	E1030	Foodservice Equipment, Icemaker, Freestanding, Replace	2031		0	Fair	15	7 \$ 21,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,368	\$ -	\$ -
City Hall (with Police Station)	C1070	Suspended Ceilings, Acoustical Tile (ACT), Replace	2031		0	Fair	10	7 \$ 162,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199,731	\$ -	\$ -
Whitten Community Center	C1070	Suspended Ceilings, Acoustical Tile (ACT), Replace	2031		0	Fair	10	7 \$ 85,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,687	\$ -	\$ -
Koch Park Community Center	C2050	Ceiling Finishes, exposed irregular elements, Prep & Paint	2031		0	Good	3	7 \$ 12,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,742	\$ -	\$ -
Backs Community Center	C2030	Flooring, Vinyl Tile (VCT), Replace	2031		0	Good	3	7 \$ 104,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,907	\$ -	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Wagner Park	G2050	Playfield Surfaces, Chips Wood, 3" Depth, Replace	2032		0	Fair	40	2 \$ 16,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,079	\$ -
Gomez Community Center	B3010	Roofing, Asphalt Shingle, 20-Year Standard, Replace	2032		0	Fair	35	8 \$ 47,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,845	\$ -
Parque de Los Ninos - Pool Building	B3010	Roofing, Clay/Concrete Tile, Replace	2032		0	Fair	35	8 \$ 30,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,246	\$ -
Placencia Avenue Storm Water Pump Station	B3060	Roof Skylight, per unit, up to 20 SF, Replace	2032		0	Fair	35	8 \$ 12,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,809	\$ -
Bradford Avenue Pedestrian Bridge	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Aguirre Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Champions Sports Park - Snack Shack	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
City Corporate Yard Building	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
City Hall (with Police Station)	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Fire Station 1	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Fire Station 2	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Backs Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Whitten Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Old City Hall	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Gomez Community Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
Placencia Teen Center	D7030	Security/Surveillance System, Lease Costs for Security/Surveillance System, Lease	2032	Operational lease costs (annual)		NA	30	0 \$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,201	\$ -
City Hall (with Police Station)	D5010	Uninterruptible Power Supply, Individual Battery, Replace	2032		0	Fair	30	3 \$ 5,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,486	\$ -
Aguirre Community Center	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2032		0	Fair	30	8 \$ 99,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,522	\$ -
Aguirre Community Center	D5030	Electrical System, Wiring & Switches, Average or Low Density/Complexity, Replace	2032		0	Fair	30	8 \$ 22,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,528	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Champions Sports Park - Snack Shack	D2010	Plumbing System, Supply & Sanitary, Medium Density (excludes fixtures), Replace	2032		0	Fair	30	8 \$ 81,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,004	\$ -
City Hall (with Police Station)	D3050	Pump, Distribution, HVAC Heating Water, Replace	2032		0	Fair	30	8 \$ 21,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,876	\$ -
City Hall (with Police Station)	D3050	Pump, Distribution, HVAC Heating Water, Replace	2032		0	Fair	30	8 \$ 21,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,876	\$ -
City Hall (with Police Station)	D3050	Fan Coil Unit, Hydronic Terminal, Replace	2032		0	Fair	30	8 \$ 132,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,375	\$ -
City Hall (with Police Station)	D3050	Packaged Unit, RTU, Pad or Roof-Mounted, Replace	2032		0	Fair	30	8 \$ 35,904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,482	\$ -
City Hall (with Police Station)	D3060	Exhaust Fan, Roof or Wall-Mounted, 10" Damper, Replace	2032		0	Fair	30	8 \$ 7,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,924	\$ -
City Hall (with Police Station)	G4050	Pole Light Fixture w/ Lamps, any type 20' High, w/ LED Replacement, Replace/Install	2032		0	Fair	30	8 \$ 255,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323,482	\$ -
City Hall (with Police Station)	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2032		0	Fair	30	8 \$ 17,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,890	\$ -
Fire Station 1	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2032		0	Fair	30	8 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,729	\$ -
Fire Station 2	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2032		0	Fair	30	8 \$ 73,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,032	\$ -
Fire Station 2	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2032		0	Fair	30	8 \$ 11,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,593	\$ -
Backs Community Center	D3030	Computer Room AC Unit, Air-Cooled, CRAC Drycooler/Condenser, Replace	2032		0	Fair	30	8 \$ 20,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,538	\$ -
Backs Community Center	D3030	Computer Room AC Unit, Air-Cooled, CRAC Drycooler/Condenser, Replace	2032		0	Fair	30	8 \$ 20,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,538	\$ -
Backs Community Center	D3030	Computer Room AC Unit, Air-Cooled, CRAC Drycooler/Condenser, Replace	2032		0	Fair	30	8 \$ 20,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,538	\$ -
Backs Community Center	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2032		0	Fair	30	8 \$ 8,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,350	\$ -
Kraemer Memorial Park - Restroom Building	D5040	Interior Lighting System, Full Upgrade, Low Density & Standard Fixtures, Replace	2032		0	Fair	30	8 \$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,320	\$ -
Kraemer Memorial Park - Site	D2010	Backflow Preventer, Domestic Water, Replace	2032		0	Fair	30	8 \$ 21,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,754	\$ -
Kraemer Storm Water Pump Station	D5030	Circulation Pump, Circulation Pump, Replace	2032	Assumed capacity; area not accessed due to safety concerns.	Fair	30	8 \$ 90,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,124	\$ -
McFadden Park - Pool Equipment Building	D3010	Storage Tank, Chemical, Interior, Replace	2032		0	Fair	30	8 \$ 8,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,540	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Gomez Community Center	D2010	Pump, Circulation/Booster, Domestic Water, Replace	2032		0	Fair	30	8 \$ 16,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,674	\$ -
Gomez Community Center	D5040	Lighting Controls, Dimming Panel, Standard, Replace	2032		0	Fair	30	8 \$ 5,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,134	\$ -
Gomez Community Center	D5040	Interior Lighting System, Full Upgrade, Medium Density & Standard Fixtures, Replace	2032		0	Fair	30	8 \$ 55,944	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,868	\$ -
Gomez Community Center	G4050	Exterior Fixture w/ Lamp, any type, w/ LED Replacement, Replace	2032		0	Fair	30	8 \$ 15,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,458	\$ -
Placentia Avenue Storm Water Pump Station	D5030	Variable Frequency Drive, VFD, by HP of Motor, 20 HP, Replace	2032		0	Fair	30	8 \$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,537	\$ -
City Corporate Yard Building	D2010	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	2032	Hot water is not being delivered to this sink.		Fair	25	8 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,864	\$ -
Backs Community Center	D2010	Sink/Lavatory, Drop-In Style, Vitreous China, Replace	2032		0	Fair	25	8 \$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,459	\$ -
Gomez Community Center	D2010	Sink/Lavatory, Vanity Top, Enameled Steel, Replace	2032		0	Fair	25	8 \$ 3,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,459	\$ -
Parque de Los Ninos - Site	D2010	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	2032		0	Fair	25	8 \$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,080	\$ -
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2032		0	Fair	20	3 \$ 18,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,714	\$ -
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2032		0	Fair	20	3 \$ 51,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,669	\$ -
City Hall (with Police Station)	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2032		0	Fair	20	3 \$ 111,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,372	\$ -
City Hall (with Police Station)	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2032		0	Fair	20	3 \$ 13,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,512	\$ -
Edwin T. Powell Building	G2020	Parking Lots, Pavement, Concrete, Crack Fill & Stripe	2032		0	Fair	20	3 \$ 2,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,370	\$ -
Parque de Los Ninos - Site	G2050	Athletic Surfaces & Courts, Basketball/General, Asphalt Pavement, Seal & Stripe	2032		0	Fair	20	3 \$ 4,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,253	\$ -
Parque de Los Ninos - Site	G2050	Athletic Surfaces & Courts, Basketball/General, Asphalt Pavement, Seal & Stripe	2032		0	Fair	20	3 \$ 3,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,050	\$ -
Bradford Park	G2030	Sidewalk, Brick/Masonry Pavers, Replace	2032		0	Fair	20	8 \$ 93,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,056	\$ -
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Mill & Overlay	2032		0	Fair	20	8 \$ 147,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,279	\$ -
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Mill & Overlay	2032		0	Fair	20	8 \$ 145,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184,442	\$ -

Building	Uniform Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Champions Sports Park - Site	G2020	Parking Lots, Pavement, Asphalt, Mill & Overlay	2032		0	Fair	20	8 \$ 403,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 510,762	\$ -
City Hall (with Police Station)	B2050	Overhead/Dock Door, Aluminum, 20'x20' (400 SF), Replace	2032		0	Fair	20	8 \$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,537	\$ -
City Hall (with Police Station)	B2050	Overhead/Dock Door, Aluminum, 20'x20' (400 SF), Replace	2032		0	Fair	20	8 \$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,537	\$ -
City Hall (with Police Station)	C1090	Toilet Partitions, Metal, Replace	2032		0	Fair	20	8 \$ 16,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,674	\$ -
City Hall (with Police Station)	C1090	Lockers, Steel-Baked Enamel, 12" W x 15" D x 72" H, Replace	2032		0	Fair	20	8 \$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,025	\$ -
Fire Station 1	G2060	Fences & Gates, Vehicle Gate, Chain Link Sliding Electric, Replace	2032		0	Fair	20	8 \$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,268	\$ -
Fire Station 1	G2060	Signage, Property, Monument, Replace/Install	2032		0	Fair	20	8 \$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,161	\$ -
Fire Station 1	G2080	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	2032		0	Fair	20	8 \$ 4,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,878	\$ -
Koch Park - Site	G2050	Sports Apparatus, Player/Dugout Benches, 12' Length, Replace	2032		0	Fair	20	8 \$ 5,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,297	\$ -
Kraemer Memorial Park - Site	G2050	Sports Apparatus, Baseball/Football, Protective Netting, Replace	2032		0	Fair	20	8 \$ 4,864	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,162	\$ -
Kraemer Memorial Park - Site	G2060	Park Bench, Metal Powder-Coated, Replace	2032		0	Fair	20	8 \$ 4,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,675	\$ -
Kraemer Memorial Park - Site	G2060	Picnic Table, Wood/Composite/Fiberglass, Replace	2032		0	Fair	20	8 \$ 42,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,508	\$ -
Kraemer Memorial Park - Site	G2060	Park Bench, Wood, Replace	2032		0	Fair	20	8 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,729	\$ -
Kraemer Memorial Park - Site	G2060	Signage, Property, Building or Pole Mounted, Replace/Install	2032		0	Fair	20	8 \$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,161	\$ -
Kraemer Memorial Park - Site	G2060	Dumpster Enclosure, Gates, Metal, Replace/Install	2032		0	Fair	20	8 \$ 10,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,782	\$ -
Kraemer Storm Water Pump Station	D7050	Fire Alarm System, Full System Upgrade, Standard Addressable, Install	2032		0	Good	20	8 \$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,864	\$ -
McFadden Park - Pool Equipment Building	F1050	Pool Equipment, Gas Heater, Replace	2032		0	Fair	20	8 \$ 25,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,429	\$ -
McFadden Park - Site	G2020	Parking Lots, Pavement, Asphalt, Overlay	2032		0	Fair	20	8 \$ 115,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,932	\$ -
McFadden Park - Site	G2060	Signage, Property, Monument, Replace/Install	2032		0	Fair	20	8 \$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,161	\$ -

Building	Uniformat Code	Cost Description	Project Year	Comments	Rating	Priority Score	Remaining Useful Life	Current Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
McFadden Park - Site	G2080	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	2032		0	Fair	20	8 \$ 179,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 227,816	\$ -
Parque de Los Ninos - Site	G2060	Bike Rack, Fixed 1-5 Bikes, Replace	2032		0	Fair	20	8 \$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,432	\$ -
Richard Samp Park	G2060	Park Bench, Wood/Composite/Fiberglass, Replace	2032		0	Fair	20	8 \$ 11,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,593	\$ -
Santa Fe Park	G2080	Irrigation System, Control Panel, Replace	2032		0	Fair	20	8 \$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,402	\$ -
Fire Station 2	E1030	Foodservice Equipment, Range/Oven, 4-Burner w/ Griddle, Replace	2032		0	Fair	15	8 \$ 21,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,160	\$ -
City Hall (with Police Station)	C2010	Wall Finishes, Fabric, Replace	2032		0	Fair	10	8 \$ 15,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,458	\$ -
City Hall (with Police Station)	E2010	Casework, Cabinetry, Hardwood Standard, Replace	2032		0	Fair	10	8 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,729	\$ -
City Hall (with Police Station)	E2010	Casework, Countertop, Solid Surface, Replace	2032		0	Fair	10	8 \$ 2,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,567	\$ -
Fire Station 1	C2030	Flooring, Vinyl Tile (VCT), Replace	2032		0	Fair	10	8 \$ 12,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,215	\$ -
Kraemer Storm Water Pump Station	G4050	Exterior Site Lighting, Wall Pack, any type w/ LED, 50 to 105 W, Replace	2032		0	Good	10	8 \$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,729	\$ -
Parque de Los Ninos - Site	G4050	Pole Light Fixture w/ Lamps, any type 20' High, w/ LED Replacement, Replace/Install	2032		0	Good	10	8 \$ 51,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,859	\$ -
Bradford Avenue Pedestrian Bridge	G2020	Parking Lots, Pavement, Asphalt, Seal & Stripe	2032		0	Good	5	3 \$ 38,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,252	\$ -
Bradford Park	G2080	Landscaping, Ground Cover, Repair	2032		0	Good	5	8 \$ 757,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 959,908	\$ -
Parque de Los Ninos - Site	G2060	Trash Receptacle, Medium-Duty Metal or Precast, Replace	2032		0	Good	5	8 \$ 13,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,025	\$ -
Tuffree Park - Site	G2050	Athletic Surfaces & Courts, Tennis/Volleyball, 2-Color Surface, Seal & Stripe	2032		0	Good	5	8 \$ 68,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,586	\$ -
Tuffree Park - Site	G2050	Athletic Surfaces & Courts, Tennis/Volleyball, Rubber-Acrylic w/ Integral Color, Resurface	2032		0	Good	5	8 \$ 205,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,759	\$ -
Bradford Avenue Pedestrian Bridge	C2010	Wall Finishes, any surface, Prep & Paint	2032		0	Good	3	8 \$ 12,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,505	\$ -
Bradford Avenue Pedestrian Bridge	C2050	Ceiling Finishes, any flat surface, Prep & Paint	2032		0	Good	3	8 \$ 28,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,672	\$ -
Champions Sports Park - Snack Shack	C2030	Flooring, Wood, Strip, Replace	2032		0	Good	3	8 \$ 14,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,241	\$ -



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 16, 2024

SUBJECT: **REJECT BID FOR FIRE STATION NO. 2 BAY DOOR REPLACEMENT CITY PROJECT NO. 24502**

FISCAL
IMPACT: BUDGETED: \$ 50,000 FY 2023-24 CIP BUDGET (799800-6760-24703)

SUMMARY:

City Project No. 24502 for the replacement of a bay door at Fire Station No. 2 includes the removal and replacement of the rapid response aluminum sectional door, galvanized track and hardware, safety rollers and VFD hoist operator with roller bearings. The project was publicly solicited, and one bid was received on February 29, 2024. Staff recommends that City Council reject the bid.

RECOMMENDATION:

It is recommended the City Council take the following actions:

1. Reject the bid received and authorize the return of the bid bond; and
2. Adopt Resolution No. 2024-23, A Resolution of the City Council of the City of Placentia, California, finding that work could be completed more economically and authorizing direct negotiation of the contract on the open market for Fire Station No. 2 Bay Door Replacement City Project No. 24502; and
3. Authorize the City Administrator to approve a contract in an amount not-to-exceed \$40,000; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

1.k.
April 16, 2024

DISCUSSION:

The apparatus bay door at Fire Station 2 has been damaged and needs to be replaced. This project consists of the removal and replacement of the rapid response aluminum sectional door, galvanized track and hardware, safety rollers and VFD hoist operator with roller bearings.

Bids for the project were publicly solicited and on February 29, 2024, one bid was received for \$75,000 which exceeds the project budget by \$25,000. Staff recommends the City Council reject the bid pursuant to City Charter Section 608, Contracts on Public Works.

Informal quotes were previously solicited for replacement of the bay door. Three informal quotes were received, which ranged from \$37,500 to \$46,451. Based on the informal quotes received, Staff recommends that the City Council adopt a resolution finding that the work can be done more economically through direct negotiation on the open market, pursuant to Section 608 of the City Charter. Staff further recommends that the City Council authorize the City Administrator to execute a contract in an amount not-to-exceed \$40,000 for the work.

FISCAL IMPACT:

A total of \$50,000 was budgeted in the FY 2023-24 Capital Improvement Program for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



Samantha Byfield
Public Works 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:

Resolution No. 2024-23

RESOLUTION NO. R-2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA FINDING WORK COULD BE COMPLETED MORE ECONOMICALLY AND AUTHORIZING DIRECT NEGOTIATION OF THE CONTRACT ON THE OPEN MARKET FOR FIRE STATION NO. 2 BAY DOOR REPLACEMENT CITY PROJECT NO. 24502 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$40,000

A. Recitals.

(i). The City Charter of the City of Placentia § 608 requires that every contract involving an expenditure of more than \$25,000 for the construction or improvement of public buildings be publicly bid and awarded to the lowest responsible bidder.

(ii). The City Charter of the City of Placentia § 608 authorizes the City Council to reject any and all bids presented. Further, after the rejection of bids, the City Council may declare and determine that in its opinion, the work in question may be performed more economically in the open market. After adoption of a resolution to this effect by a majority vote of the entire membership of the City Council, it may proceed to have said work done in the manner stated.

(iii). Fire Station No. 2 Bay Door Replacement City Project No. 24502 was publicly solicited. One bid was received on February 29, 2024, which exceeded the project budget by \$25,000.

(iv). Three informal quotes were previously received at significantly lower cost than the bid publicly solicited.

B. Resolution.

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

1. The facts set forth in the Recitals, Part A of this Resolution are true and correct.
2. Rejection of the bid. The City Council hereby rejects the bid received via public solicitation.
3. Work in question may be performed more economically. The City Council hereby finds that the work for Fire Station No. 2 Bay Door Replacement City Project No. 24502 may be performed more economically through direct negotiation of a contract on the open market and authorizes the work to be procured in such manner.

4. Authorization to award and execute necessary documents. The City Council hereby authorizes the City Administrator to award a contract in an amount not-to-exceed \$40,000 and authorizes the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.
5. This Resolution is hereby adopted by the City Council.
6. The Mayor shall sign, and the City Clerk shall attest and certify to the passage and adoption of this Resolution.

PASSED, ADOPTED AND APPROVED THIS 16th DAY OF APRIL 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of April 2024 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: APRIL 16, 2024
SUBJECT: **RECAP OF 2023 HERITAGE FESTIVAL AND APPROVAL OF 2024 EVENT**

FISCAL

IMPACT:	2023 EXPENSE:	\$121,889.08	TOTAL EVENT COST
	2023 STAFF COST:	\$ 34,441.47	INCLUDES ALL CITY STAFF
	2023 SUPPLIES COST:	\$ 87,447.61	GENERAL FUND
	2023 REVENUE:	\$ 41,735.00	
	2024 EXPENSE:	\$122,900	ESTIMATED SUPPLY/EQUIPMENT EXPENDITURES FOR FY 2024-25

SUMMARY:

The Community Services Department (“Community Services”) serves as the liaison to the Heritage Committee (“Committee”) and monitors all expenses and revenues associated with the Heritage Festival and Parade. The total expenses for the 2023 event, including Staff costs, media production, and supplies was \$121,889.08. Revenue from the event was generated from vendor applications, entry fees for the band review and the car show, donations/sponsorships, totaling \$41,735.00, which was a 39.5% increase from the 2022 event revenue. The net cost to the City for 2023 was \$80,154.08 after applying revenues to the total cost of the event.

For the 2023 event, City staff, including representatives from Police, Fire & Life Safety, Community Services and Public Works conducted a thorough review of the Heritage Festival planning and operations. Following the review of the event, Staff and the Committee agreed that improvements were necessary to achieve a more organized and streamlined event, decrease City subsidy, and address concerns about the health and safety of all event participants. In response to the identified concerns, Staff and the Committee recommended the following areas for improvements for the 2023 event:

- Shortening of the Parade Route
- Implementation of the Heat Index Policy
- Increased Vendor/Participant Fees
- Implementation of Sub-Committees
- Increased solicitation of sponsorships
- Increased Staff involvement in Parade logistics
- Encourage greater community involvement

1.1.
April 16, 2024

After implementation of the recommended improvements, City Staff and the Heritage Committee found that the 2023 event was much more streamlined and received positive feedback from event participants, vendors, and parade entries. It was also noted that revenue increased by 39.5% in 2023 as compared to the previous year. Overall expenses for the operation of the event did not exceed the total budgeted amount. By implementing the necessary changes to the 2023 event, Staff and the Committee found that the goal to increase event revenue was accomplished. City Staff and the Heritage Committee recommend continuing the same improvements that were implemented in 2023 for the 2024 event, with minor adjustments to the Band Review route.

Also included in this request is a tentative event date of Saturday, October 19, 2024, with estimated expenditures of \$122,900, for supply and staff costs based on the 2023 event actual expenditures. This action approves the recommended improvements, the proposed date for the event, and the estimated expenditures for supplies and Staff costs to operate the event to be allocated in the Fiscal Year 2024-25 during the regular budget process.

Additionally, Staff and the Committee ask that the City Council consider approving a tentative date for the 2025 Heritage Festival Event of October 11th to solicit for larger corporate title sponsors. As sponsors have been contacted in the past, Staff and the Committee have found that many of the large corporations willing to be title sponsors typically plan their donations and sponsorship budgets a year in advance. By tentatively setting the 2025 Festival date, Staff and the Committee anticipate a greater commitment from corporate sponsors.

RECOMMENDATION:

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

1. Review the proposed recommendations presented by Staff and the Heritage Festival Committee and provide feedback; and
2. Approve the recommendations from Staff and the Heritage Festival Committee for the 2024 Heritage Festival and Parade event; and
3. Approve the request for the City to fund \$122,900 in supply and staffing costs for the 2024 Heritage Festival to be allocated in the Fiscal Year 2024-25 budget; and
4. Approve vendor and event participation fees to increase based on the City's annual fee schedule update to maintain consistency with the City's overall fee structure for programs and events; and
5. Approve the recommendation from Staff and the Heritage Festival Committee to tentatively approve the 2025 event date for October 11, 2025 in order to better solicit large corporate sponsors.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

The Heritage Festival and Parade has been a staple in the community for over 50 years. The 2024 event will mark its 59th anniversary. Given its long-standing history, Staff, and the Heritage Festival Committee (“Committee”) recognize the importance of this beloved community event and found that the recommended changes that were implemented to the 2023 event, addressed health, and safety, concerns, and enhanced an overall sense of community pride. The 2023 event featured over 100 cars in the car show, over 25 bands, 49 parade entries, 15 food vendors, 35 nonprofit vendors, 20 craft vendors and 13 Home Based/Business Expo vendors.

The 2023 event was well attended. The City and the Committee received positive feedback regarding the implemented improvements from festival attendees, band/parade entries and parade spectators. By utilizing the Heat Index Policy and incorporating a shortened parade route, it was observed that there were limited calls for emergency services, with a total of 4 medical assistance calls. Additionally, it was noted that the shortened parade route provided for a much more streamlined parade by eliminating much of the “gaps” that had continued to be a problem in previous years. The shorter route ensured that spectators were positioned all throughout the route and provided for the best possible viewing experience for event attendees.

Furthermore, the parade ended approximately an hour and half earlier than in previous years, which allowed spectators to attend the festival at Tri-City Park much earlier and provided for more festival attendance. With the parade ending much earlier in the morning than in previous years, the concern that band members would be marching in overly warm afternoon temperatures was greatly decreased.

The total parade route distance in 2023 was 0.5 miles. The parade route began at Kraemer Boulevard and Bastanchury Road and traveled north in the southbound lanes. The Band Review and staging was conducted on the westbound lanes of Bastanchury Road between Kraemer Boulevard and Valencia Avenue. Parade entries were staged on Kraemer Boulevard, south of Bastanchury Road. The bands joined the main body of the parade at the intersection of Kraemer Boulevard and Bastanchury Road.

Staff and the Committee recommend keeping the same parade route as the 2023 event for the 2024 event, with one minor change to the Band Review route. It was noted in 2023, that while the Band Review Route was greatly improved from previous years, the bands needed additional space to properly line up for entry into the parade. Staff and the Committee recommend that the Band Review route begin between McCormick Lane and Valencia Avenue on Bastanchury Road. The bands will travel westbound on Bastanchury Road to Kraemer Boulevard where they will join the main body of the parade. This adjusted route for the Band Review has been reviewed and approved by the Police Department. The Heat Index Policy shall remain in effect for the 2024 event and will incorporate the following guidelines:

- As described in the Heat Index Policy, at or above 90 degrees, bands will be required to “dress down” for the parade and competition portion of the event
- Bands will be required to march without jackets, capes, and shacko hats
- City Staff will be responsible for enacting the Heat Index Policy four (4) days in advance of the event based upon weather information and data
- Failure to comply with the Heat Index Policy, shall result in removal from the event

Vendor and participant fees were adjusted in 2023 for the first time after many years. Staff recommends increasing fees based on the City’s annual fee schedule update, which will maintain consistency with the City’s overall fee structure. It is also recommended to adjust the fees for the Businesses to include an additional level of sponsorship starting at \$350.00, with the highest level at \$5,000, allowing for more options for participation to the businesses. Feedback received from the businesses indicated that including another sponsorship level would better accommodate their needs and provide additional options to participate. Other than the recommended addition of a sponsor level for Business vendors, it was determined that most other vendors did not have an issue with paying the higher rates. Revenue increased by 39.5% in 2023 as compared to the 2022 event and expenses did not exceed the total budgeted amount. By adjusting vendor fees in 2023, it was noted that the goal to increase revenue was achieved and Staff and the Committee are confident that increased vendor participation will continue to decrease the City’s subsidy of the event in 2024. While the goal for cost recovery is to eventually reach 50%, Staff and the Committee recommend continuing to adjust the fees gradually over the course of future years to ensure continued participation of long-standing vendors and participants.

Activities proposed for the 2024 event will continue to include a craft fair, food vendors, business expo, game area, display booths, beer and wine garden, concert, car show, and entertainment. The pancake breakfast will begin at 7:00 a.m. The Band Review will begin at 9:00 a.m. and the Parade will begin at 9:30 a.m. with the other Festival activities scheduled to begin at 10:00 a.m. and conclude at 3:00 p.m. Once the City Council direction is provided, the planning process for the 2024 Festival will continue over the next several months including choosing an event theme.

By continuing the implementation of a shortened parade route, encouraging an increase in community-oriented parade entries, and the continued implementation of the Heat Index Policy, Staff anticipates a successful and enjoyable parade and event, as was evident by the improvements made to the 2023 event. It is anticipated that continuing the recommended changes from the 2023 event will again provide for a much more streamlined and organized event. Staff and the Committee respectfully submit the recommendations for consideration for the 2024 Heritage Festival and Parade event.

FISCAL IMPACT:

The 2023 Festival and Parade generated \$41,735.00 in revenue through participation fees, vendor fees, and various sponsorships and donations, which was a 39.5% increase from the 2022 event. Total expenses amounted to \$121,889.08, which did not exceed the total budgeted amount for the event. The 2024 funding request for general event supplies/equipment and staffing costs is \$122,900 to be allocated in the General Fund Budget for FY 2024-25. It is anticipated there will be an increase in revenue to help offset the total costs of the event. It is recommended to increase

vendor and event participation fees based on the City's annual fee schedule update to be consistent with the City's overall fee structure for programs and events.

Prepared by:



Veronica Ortiz
Deputy Director of Community Services

Reviewed and Approved by:



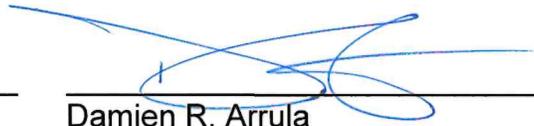
Karen Crocker
Director of Community Services

Reviewed and approved by:



Jennifer Lampman
Director of Finance

Reviewed and approved by:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: APRIL 16, 2024

SUBJECT: **ADOPTION OF PROPOSED OVERHEAD COST ALLOCATION STUDY AND COMPREHENSIVE FEE AND RATE SCHEDULE**

FISCAL

IMPACT: The proposed fee changes as of July 1, 2024, are intended to recover the cost of providing existing services associated with those fee-related regulatory functions and other programs.

SUMMARY:

The City of Placentia is responsible for providing a variety of services to its citizens. Services that support the general public, such as public safety services are supported by tax and other non-fee revenues, while services that are more elective in nature and have specific individual beneficiaries are typically supported by user fee charges. User fee-related services are provided by many City departments, but tend to be more heavily concentrated in Planning, Building, Engineering and Community Services divisions. By law, user fees must not exceed the cost of the service provided. The City Council can choose to set fees that fully recover the cost of service or place said fees at lower levels that provide a level of subsidy, or alternatively, reduce costs by reducing the level of service provided.

Annually, the City reviews its fees and makes adjustments to ensure fees are consistent with industry best practices and city processes, account for inflation and may also add new fees resulting from new programs and/or changes in service delivery. This consistent review and adjustment of fees provides multiple benefits, including:

- Increasing the availability of General Fund revenues to be used for services and activities available to all residents and businesses, such as public safety services.
- Keeping pace with general cost inflation.
- Avoiding fee spikes that are more likely to occur when municipalities leave fees unchanged for a multi-year period.
- Providing fee payers, City staff, and City policymakers with a pattern of consistency that provides information for forecasting and decision-making purposes.
- Helping to meet fee-payer service level expectations by collecting fees to fund the existing level of services provided.
- Encouraging generational equity among fee payers by avoiding long-term stagnation of fees followed by significant fee increases.

2.a.

April 16, 2024

The last comprehensive fee update was completed in 2022 and prior to that completed in 2018, 2012 and 2007; Prior to 2007, the City's fee schedule had not been updated since 1990.

The City engaged Clear Source Financial Consulting to conduct a comprehensive fee study in 2022. Following their recommendation, Staff is proposing an adjustment of all fees by the cost-of-living adjustments (COLA) granted to the City's bargaining groups since the last update to the City's fee schedule. As most fees are for services supported by City Staff and their time, this methodology more accurately reflects the City's cost to provide these services and ensures greater cost recovery.

RECOMMENDATION:

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

1. Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2. Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
3. Close the public hearing; and
4. Adopt Resolution No. R-2024-20, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2024, for Fiscal Year 2024-25.

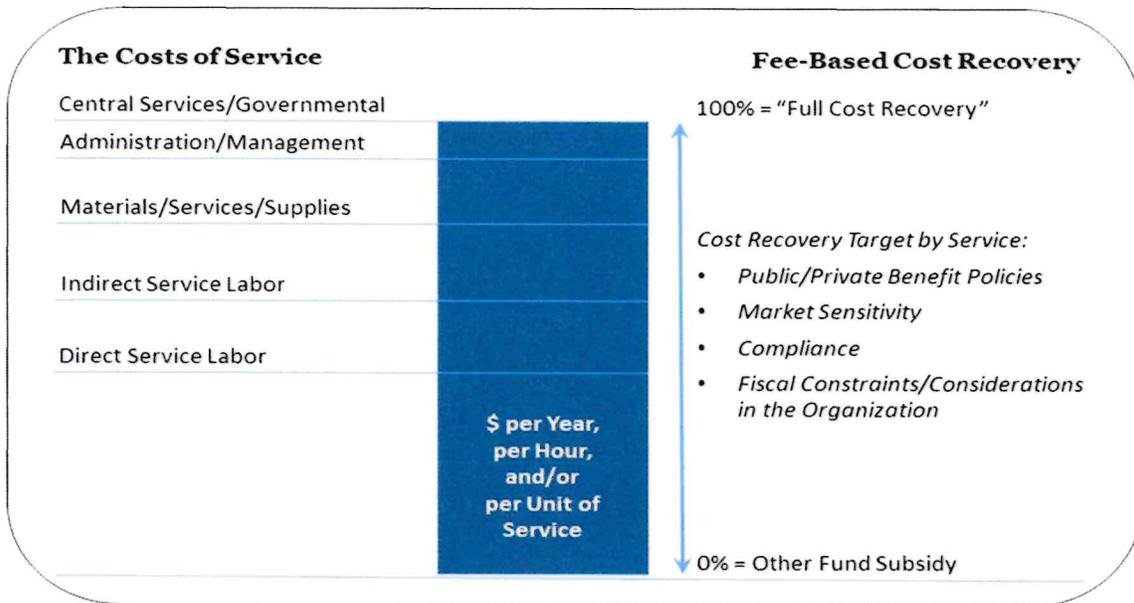
STRATEGIC PLAN STATEMENT

This item is consistent with the City Council approved 5-Year Strategic Goal 1.3 to Update Fee Study/ Cost Allocation Review.

DISCUSSION:

The proposed adjustments to fees are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees and charges are not a tax as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, the manner in which the costs are allocated to a payor bears a fair and reasonable relationship to the payor's burdens on, or benefits received from the activities and services provided by the City.

Nearly every service for which a fee is imposed can be illustrated as follows, contrasting the components of the full cost of service, which is the maximum fee amount justified, against the local agency's goals for cost recovery:



The City engaged Clear Source Financial Consulting to conduct a comprehensive fee study in 2022. Following their recommendation to review fees annually to account for inflationary factors, Staff is proposing an adjustment of all fees by the cost-of-living adjustments (COLA) granted to the City’s bargaining groups since the last update to the City’s fee schedule. As most fees are for services supported by city staff and their time, this methodology more accurately reflects the City’s cost to provide these services and ensures greater cost recovery.

Staff from three bargaining groups, PCEA, POA and PFA, directly provide services reflected in the City’s fee schedule. COLAs for FY2023/24 and FY2024/25 were provided to the three groups as follows:

Group	FY 2023/24 COLA	FY 2024/25 COLA
PCEA	5%	5%
POA	8%	6%
PFA	6%	4%

Fees were adjusted in April 2023 for FY 2023/24 by the CPI of 5.1%. To account for larger than CPI cost of living adjustments, Staff is recommending adjusting fees for FY 2024/25 by the respective COLAs, less last year’s CPI increase as outlined below:

Group	FY 2023/24 COLA	FY 2024/25 COLA	Compounded COLA increase over 2 Yrs.	CPI Included in FY23/24 fees	Difference (Proposed Fee Adjustment)
PCEA	5%	5%	10.25%	5.1%	5.15%
POA	8%	6%	14.48%	5.1%	9.38%
PFA	6%	4%	10.24%	5.1%	5.14%

Notable changes proposed to the fee schedule are outlined below.

Development Services

In FY2023/24, a Sidewalk Vendor Permit fee of \$150 was added to the City's fee schedule. The City has subsequently approved a Sidewalk Vending ordinance (ORD NO. O-2023-04) requiring all persons engaged in sidewalk vending to possess a sidewalk vending permit and comply with the regulations outlined in the ordinance including obtaining a business license.

Staff is proposing three separate fees for activities involving sidewalk vending including vending from mobile facilities (food trucks), sidewalk vending and sidewalk vending \leq 25 square feet. Staff surveyed fees charged by surrounding communities and reviewed the amount of staff time spent on sidewalk vending regulation and is proposing the following annual fees:

- Food trucks- \$225 plus \$50 per employee
- Sidewalk vending- \$250
- Sidewalk vending \leq 25 sq. ft.- \$100

FISCAL IMPACT:

Additional revenues expected from the Proposed Master Fee Schedule are intended to offset the cost of providing existing services associated with those fee-related regulatory functions and other programs. Additional fee revenue is not intended to fund new services. Changes to fees are for cost recovery purposes only.

Prepared by:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2024-20 - Establishing and Adopting Certain Fees
2. Notice of Public Hearing, Adjustment of Various Fees
3. PowerPoint Presentation

RESOLUTION R-2024-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ESTABLISHING AND ADOPTING CERTAIN CITY FEES, RATES, AND CHARGES FOR VARIOUS CITY SERVICES WITH AN EFFECTIVE DATE OF JULY 1, 2024 FOR FISCAL YEAR 2024-25

A. Recitals

WHEREAS, pursuant to the Mitigation Fee Act (Government Code section 66000 *et seq.*) the City of Placentia is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, notice of public hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required public hearing has been held; and

WHEREAS, the City of Placentia desires to implement new fees, rates, and charges for various governmental services provided by the City of Placentia, as set forth herein; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the actions implemented through the adoption of this Resolution are statutorily exempt under the California Environmental Quality Act per Section 21080(b)(8) of the Public Resources Code.

B. Resolution

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

1. Recitals. The recitals in Part A., above, are correct.
2. Estimated Costs. The fees, rates, and charges set forth in Exhibit A do not exceed the estimated reasonable cost of providing the service for which the fee, rate, or charge is levied.

3. Exhibit A. The fees, rates, and charges set forth in Exhibit A are hereby adopted and approved as the fees, rates, and charges for the services identified for each such fee, rate, or charge.

4. Effective Date of Fees. The fees, rates, and charges set forth in Exhibit A shall become effective on July 1, 2024.

5. Delegated Authority. The City Administrator is hereby delegated the authority to reduce one or more fees included in Exhibit A by up to 10% of the adopted fee amount, based on market conditions.

6. Severability. If any fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining fees, rates and charges adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, ADOPTED AND APPROVED this 16th day of April 2024.

Jeremy Yamaguchi, Mayor

Attest:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of April 2024 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Attachment:

Exhibit A: Master Schedule of User and Regulatory Fees – Effective July 1, 2024



Master Schedule of User and Regulatory Fees

Effective July 1, 2024

City of Placentia
Master Schedule of User and Regulatory Fees

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POLICE FEES	25
CODE ENFORCEMENT FEES	27
COMMUNITY SERVICES FEES	28

City of Placentia

MASTER FEE SCHEDULE - ADMINISTRATIVE FEES

Activity Description	Fee Effective July 1, 2024	Note
1 Returned Check Fee a) First Check b) Each Additional Check	\$28 \$39	
2 EFT/ACH Return / Error	\$28	
3 Postage	Actual Cost	
4 Digital Media Device	\$11	
5 Documents - Hard Copy a) Standard Size b) Non-standard Size	\$0.53 Actual Cost	
6 Subpoena Response / Retrieval Fees	Max. Authorized by State	

City of Placentia

MASTER FEE SCHEDULE - BUSINESS LICENSE APPLICATION REVIEW AND INSPECTION FEES

Activity Description	Fee Effective July 1, 2024	Note
Business License Administrative Processing Fees		
1 Admin Fee - New Account		
a) Within City	\$56	
b) Outside City	\$23	
2 Admin Fee - Renewal	\$23	
3 State Fee	\$4	[a]
4 Documents - Hard Copy		
a) Standard Size	\$0.53	
b) Non-standard Size	Actual Cost	

[a] State mandated fee per SB1186 (CASP Fee)

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
Construction / Demolition		
1 Construction / Demolition Project Application Fee	\$107	
Demolition up to 3,000 sq ft	\$225	
Over 3,000 sq ft	\$115	
2 Impound Refuse Containers	\$164	
Supplemental Plan Check Fees		
3 First 2 Hours	\$340	
4 Each Additional Half Hour (or portion thereof)	\$150	
Supplemental Inspection Check Fees		
5 First 2 Hours	\$251	
6 Each Additional Half Hour (or portion thereof)	\$100	
Mechanical Permit Fees		
7 Issuance Fee (charged to all permits)	\$28	
8 Air Conditioner		
a) 100,000 BTU or less (each)	\$67	
b) Over 100,000 BTU (each)	\$100	
9 Air Handler	\$100	
10 Appliance Vent / Chimney (Only)	\$100	
11 Boiler	\$100	
12 Compressor	\$100	
13 Duct Work	\$134	
14 Evaporative Cooler	\$100	
15 Exhaust Hood (Commercial Grease Hood)	\$275	
16 Exhaust Hood and Duct (Residential)	\$100	
17 Hear Pump (Package Unit)	\$100	
18 Heater		
a) 100,000 BTU or less	\$100	
b) Over 100,000 BTU	\$100	
c) Unit, Radiant, etc.	\$100	
d) Wall / Floor	\$100	
19 Vent Fan, Single Duct	\$84	
20 Vent System	\$100	
21 Minisplit System	\$100	
22 Supply or return vent opening (Each)	\$100	
23 Walk-In Box / Refrigerator Coil	\$100	
24 Other Mechanical Inspections (Per/Hr)	\$157	
25 Stand-alone Mechanical Plan Check (Per/Hr)	\$195	
26 Mechanical-Misc. Inspection	\$115	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
Electrical Permit Fees		
27 Issuance Fee	\$28	
28 New or Re-Wire Power Apparatus		
a) New or Re-Wire Residential (Per/Sq. Ft)	\$0.17	
b) New or Re-Wire Garages (Per/Sq. Ft)	\$0.14	
29 Busways	\$72	
30 Light Standard or Private Street Light		
a) First	\$127	
b) Each Additional	\$38	
31 Miscellaneous Apparatus, Conduits and Conductors (EV Charger, Backup Batteries)	\$84	
32 Outlets, Lights, and Switches (each)	\$4	
33 Power Apparatus (per HP, kV, KVA, etc.)		
a) Up to and Including 1	\$32	
b) 2 to 10	\$45	
c) 11 to 50	\$56	
d) 51 to 100	\$69	
e) Greater than 100	\$81	
34 Pre-Inspection	\$89	
35 Service or Panel (600V up to 1,000 amp) (Per/Unit)	\$150	
36 Signs, Outline Lighting, and Marquees	\$84	
37 Additional Signs	\$50	
38 Temporary Pole (each)	\$100	
39 Theatrical-type Lighting Fixtures or Assemblies (each)	\$4	
40 Other Electrical Inspections (Per/Hr)	\$157	
41 Stand-alone Electrical Plan Check (Per/Hr)	\$195	
42 Electrical- Misc. Inspection	\$115	
Plumbing Permit Fees		
43 Issuance Fee	\$28	
44 Anti-Syphon Valve (each)	\$30	
45 Backflow Preventer (each)	\$30	
46 Bathtub (each)	\$30	
47 Dishwasher (each)	\$30	
48 Drain-Piping Repair / Alterations (each)	\$30	
49 Drinking Fountain (each)	\$30	
50 Floor Sink / Drain (each)	\$30	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
51 Garbage Disposal (each)	\$30	
52 Gas Piping		
a) First Five Outlets	\$63	
b) Each Additional Five Outlets	\$6	
53 Grease Interceptor	\$376	
54 Grease Trap	\$188	
55 Laundry	\$30	
56 P Trap (each)	\$30	
57 Roof Drain-Rainwater System (Per/Drain)	\$30	
58 Septic System (each)	\$376	
59 Sewer (new, add, repair, abandonment)	\$30	
60 Sewer Cleanout Only (each)	\$30	
61 Shower Stall (each)	\$30	
62 Sink (each)	\$30	
63 Solar Water System Fixtures (tanks, water treatment, equip)	\$63	
64 Urinal (each)	\$30	
65 Waste and Vent System	\$125	
66 Water Closet (each)	\$30	
67 Water Heater (each)	\$30	
68 Water Line (each)	\$30	
69 Water Pipe Repair Replacement		
a) First 100 lf	\$127	
b) Each additional 100 lf	\$56	
70 Other Plumbing Inspections (Per/Hr)	\$157	
71 Stand-alone Plumbing Plan Check (Per/Hr)	\$195	
72 Plumbing- Misc. Inspection	\$115	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
Miscellaneous Permit / Other Fees		
73 Certificate of Occupancy	\$225	
74 Temporary Certificate of Occupancy	\$225	
75 Modification to Application (Contractor, Owner, Architect)	\$60	
76 Issuance Fee	\$28	
77 Permit Re-issuance Fee (all types of permits)	\$28	
78 Permit Extension (all types of permits)	\$28	
79 Application Meeting (Group Meeting Fee)	\$560	
80 Building & Zoning Inspection	\$89	
81 Duplicate Job Card	\$37	
82 Dedicated Inspector / Special Inspector Use / Contract Inspector	15% of Base Bldg Permit Fee	[a]
83 Expedited Plan Review	15% of Base Plan Check Fee	[b]
84 Solar Panels		
Residential Solar Panels- 10KW or less with expedited plan check	\$250	
Residential Solar Panels over 15KW	\$450	
Residential Solar Panels- 15KW or less with normal plan check	\$500 + \$15/Kw over 15	
Commercial Solar Panels- 50 KW or less	\$1,000	
Commercial Solar Panels- Between 51 KW and 250 KW	\$1,000 + \$7/Kw over 50	
Commercial Solar Panels- Over 250 KW	\$2,400 + \$5/Kw over 250	
85 Solar Domestic Water Heating	\$115	
86 Solar Pool Heating	\$115	
87 Inspection of Solar Panel System	\$115	
88 Address Change	\$1,960	
89 Awning (Minimum Charge)	\$166	[c]
90 Close or Open Exterior Wall (Minimum Charge)	\$277	[c]
91 Wood Fence (Minimum Charge)	\$134	[c]
92 Masonry Wall (Minimum Charge)	\$166	[c]
93 Retaining Wall: 3'-6' UP TO 50 L.F. Standard for Level Grade Only	\$345	
94 Additional Retaining Wall each 50 linear foot	\$85	
95 Retaining Wall: 1'-8' up to 50 linear foot (Engineered designed for Retaining Slopes)	\$690	
96 Additional Retaining Wall of Same Height each 50 linear foot	\$115	
97 Patio Cover (Minimum Charge)	\$166	[c]
98 Add for Screening (Per/ Sq. ft minimum charge)	\$4	[c]
99 Pre Fab Patio Room (Minimum Charge)	\$277	[c]

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
100 Residential Alterations (Minimum Charge)	\$222	[c]
101 Room Addition (Minimum Charge)	\$277	[c]
102 Roof		
a) First 2,000 sf	\$356	
b) 2,001 sf - 4,000 sf	\$489	
c) 4,001 sf to 6,000 sf	\$752	
d) 6,001 sf or more	\$942	
103 Residential Pool Re-plaster	\$150	
104 Residential Gunite/Plaster	\$717	
105 Residential Pool and/or Spa	\$1,462	
106 Residential Spa or Hot Tub	\$538	
107 Residential Swimming Pool		
a) Electrical	\$114	
b) Plumbing	\$95	
c) Mechanical	\$95	
108 Commercial Pool Re-plaster	\$301	
109 Commercial Gunite/Plaster	\$1,434	
110 Commercial Pool and/or Spa	\$2,923	
111 Commercial Spa or Hot Tub	\$1,077	
112 Commercial Swimming Pool		
a) Electrical	\$227	
b) Plumbing	\$189	
c) Mechanical	\$190	
113 Stucco		
a) First 400 sf	\$314	
b) Each Additional 100 sf	\$25	
114 Windows		
a) 1 Only	\$100	
b) 2 Only	\$125	
c) 3-10	\$226	
d) 11-20	\$451	
e) 21-50	\$678	
f) 51-100	\$903	
g) 100-200	\$1,130	
h) 200-500	\$1,355	
115 Bay Window (Each)	\$288	
116 Skylight less than 10 sq ft no framing (Each)	\$288	
117 Additional Skylight Less than sq ft (Each)	\$288	
118 Skylight greater than 10 sq ft or structural (Each)	\$288	
119 Additional Skylight greater than 10 sq ft or structural (Each)	\$288	
120 New window or sliding glass door non-structural (Each)	\$288	
121 New window or sliding glass door sheer masonry (Each)	\$288	
122 General Plan Update Fee (per \$1,000 valuation)	\$4	
123 Technology Enhancement Fee (per \$1,000 valuation)	\$2.5	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
124 Signs (Non-Electrical)		
125 Channel Letter (Non-Illuminated) (Each) unless otherwise noted	\$225	
126 Additional Signs (Non-Electrical)	\$115	
127 Monument Pole Free Standing (Each) Unless Otherwise Noted	\$225	
128 Alteration, Sign Face Change (Each)	\$115	
129 Non-Illuminated Sign (Each)	\$225	
130 Channel Letter (Illuminated) (Each) unless otherwise noted	\$225	
131 Storage Racks		
Storage Racks up to 100 LF	\$280	
each additional 100 LF	\$70	
132 Pillasters (Each)	\$200	
133 Stairs		
First Flight	\$200	
Each Additional Flight	\$75	
134 Gas Yard Piping per 100 linear feet	\$30	
135 Oil Well abandonment Inspection	\$288	
136 Antenna Tower (Each)	\$345	
137 Antenna (Each)	\$250	

Table 1-A - Building Permit Fees

Total Valuation		
138 \$1 to \$500		\$75
139 \$501 to \$2,000		
a) For the first \$500		\$75
b) plus \$3.30 for each additional \$100, or fraction thereof, to and including \$2,000		\$4
140 \$2,001 to \$25,000		
a) For the first \$2,000		\$134
b) plus \$15 for each additional \$1000, or fraction thereof, to and including \$25,000		\$17
141 \$25,001 to \$50,000		
a) For the first \$25,000		\$546
b) plus \$10.85 for each additional \$1000, or fraction thereof, to and including \$50,000		\$13
142 \$50,001 to \$100,000		
a) For the first \$50,000		\$871
b) plus \$7.55 for each additional \$1000, or fraction thereof, to and including \$100,000		\$8
143 \$100,001 to \$500,000		
a) For the first \$100,000		\$1,322
b) plus \$6 for each additional \$1000, or fraction thereof, to and including \$500,000		\$7
144 \$500,001 to \$1,000,000		
a) For the first \$500,000		\$4,191
b) plus \$5.10 for each additional \$1000, or fraction thereof, to and including \$1,000,000		\$6
145 \$1,000,001 and up		
a) For the first \$1,000,000		\$7,240

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity Description	Fee Effective July 1, 2024	Note
b) plus \$3.40 for each additional \$1000, or fraction thereof	\$4	
146 Plan Check/ Building Official Plan Check	65% of Building Permit Fee	
147 Reinspection Fee	\$115	

* If calculated fees do not reach the established minimum fee, the minimum fee applies.

[a] For requests for dedicated inspection / special on-call inspection services, an additional fee of 15% of base building permit fees will apply (fee is in addition to base fees paid). Request is subject to Director approval and dependent on staff/consultant availability

[b] For requests for expedited plan review, an additional fee of 15% of base plan review fees will apply (fee is in addition to base fees paid). Request is subject to Director approval and dependent on staff/consultant availability and workload.

[c] Fee is greater of minimum charge or Table 1-A charge.

City of Placentia

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee Effective July 1, 2024	Note
1 Abandonment of Property	\$4,615	[a]
2 Accessory Dwelling Unit (ADU) Administrative Review	\$2,936	
3 Adult Oriented Business	\$10,658	
4 Appeal of Staff Decision		
a) to Planning Commission	\$3,266	[b]
b) to City Council	\$5,552	[b]
5 Building & Zoning Compliance Application		
a) Minor	\$109	[c]
b) Major	\$327	[c]
6 CC&R's Review	\$2,455	
7 Certificate of Compliance	\$1,415	
8 Condominium Conversion	\$6,914	
9 Development Agreement Review	\$10,676	[a]
10 Development Plan Review	\$14,700	
11 Environmental Impact Report Admin/Review	\$9,278	[a]
12 Extension of Approval		
a) Staff Approved Applications	\$1,307	
b) Planning Comm/City Council Approved Applications	35% of original application fee	
13 Film Permit		
a) Commercial	\$1,143	
b) Student	no charge	[d]
14 General Plan Amendment	\$15,513	
15 Home Occupation Permit	\$73	[c]
16 House Move	\$2,817	[a]
17 Initial Study Checklist	\$654	
18 Landscape Plan Review (Residential - 3 or more)	\$545	[a]
19 Landscape Plan Check (Commercial)	\$545	[a]

City of Placentia

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee Effective July 1, 2024	Note
20 Letter of Public Convenience/Necessity	\$1,198	
21 Lot Line Adjustment	\$3,559	
22 Negative Declaration	\$3,988	[a]
23 Planning Review / Research (Questions/Issues requiring research)		
a) First hour	\$327	
b) Each additional 15 minutes	\$55	
24 Preliminary Plan Review	\$3,156	[a]
25 Security Review	\$872	
26 SB 9 Administrative Review		
a) Review of Residential Home (or Homes) Plan	\$2,936	
b) Administrative Tentative Parcel Map	\$6,254	
27 Short Term Rental Registration (one-time)	\$436	
28 Short Term Rental Renewal (annual)	\$89	
29 Sign Plan Review		
a) Individual Sign	\$436	
b) Integrated Commercial/Industrial Center	\$654	
c) Master Sign Program	\$1,089	
30 Site Plan Review		
a) Minor	\$219	
b) Major - Residential	\$2,936	
c) Major - Commercial	\$2,936	
31 Special Event Permit		
a) Minor: outdoor display, etc.	\$166	
b) Major: car show, fair, etc.	\$980	[e]
32 Specific Plan Review/Amendment	\$11,438	[a]
33 Study Session (Applicant Requested)	\$1,307	
34 Temporary Advertising Permit (includes banners, etc.)		
a) Annual Permit	\$109	[f]
b) Subsequent/Renewal Permit in Same Calendar Year	\$82	[g]
35 Tentative Parcel Map (4 or fewer parcels)	\$7,560	

City of Placentia

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee Effective July 1, 2024	Note
36 Tentative Tract Map (5 or more Parcels/Lots/Units)		
a) First 5 Parcels/Lots/Units	\$9,955	
b) Each Additional Parcel/Lot/Unit	\$109	
37 Third Party Review/Preparation of Plans	\$1,633	[a]
38 Underground Utility Waiver	\$2,658	[a]
39 Use Conformity Determination	\$980	
40 Use Permit		
a) Minor	\$3,484	
b) Standard	\$10,805	
c) Modification		
i) Planning Commission	\$7,975	
ii) Staff	\$1,525	
d) Special	\$1,522	
e) Use Permit - Temporary		
i) New	\$980	
ii) Renewal	\$545	
41 Variance		
a) Minor	\$3,730	
b) With Other Applications	\$6,746	
c) Standard	\$9,934	
42 Wireless Facility - Preliminary Plan Review	\$1,732	[a]
43 Zone Change	\$15,513	
44 Zone Change - Text Only	\$4,087	
45 Film Permit	\$762	
46 Mills Act Agreement	\$2,103	
47 Mills Act Annual Compliance Review	\$210	
48 Certificate of Appropriateness-Major	\$578	
49 Certificate of Appropriateness-Minor	\$58	

[a] Base fee as noted, plus, as needed, an initial deposit is determined by the Director of Development Services, against which the City will charge the cost or outside consultants/attorneys, other City costs and staff time at Fully Burdened Hourly Rates in excess of the amounts included in the base fee. If costs exceed deposit amount, additional deposit(s) will be required.

[b] If City Councilmember brings appeal, no fee charged.

[c] Plus inspection fee, if necessary.

City of Placentia

MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee Effective July 1, 2024	Note
[d] Permit required, but no fee charged.		
[e] Plus any costs from other departments.		
[f] First-time registration permit fee.		
[g] Renewal fee for existing businesses that have already registered with the City will be 75% of the initial registration permit fee. This reduced renewal fee will apply only to the same calendar year of the first-time registration date.		

City of Placentia

MASTER FEE SCHEDULE - ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description	Fee Effective July 1, 2024	Note
General Permit and Inspection Fees		
1 Grading - Standard Projects		
a) Grading Permit	\$332	
b) Plan Check		
i) First Sheet	\$1,159	[a]
ii) Each Additional Sheet	\$730	[a]
c) Inspection		
i) First Hour	\$332	
ii) Each Additional Hour	\$166	
2 Grading - Larger Projects - see Note 2		
Parcel / Tract Map Checking		
3 Parcel / Tract Map Checking		
a) Up to 5 Lots		
i) First Sheet	\$2,017	[a]
ii) Each Additional Sheet	\$730	[a]
b) Greater than 5 Lots	\$0	
i) First Sheet	\$2,659	[a]
ii) Each Additional Sheet	\$730	[a]
Other Permit and Inspection Fees		
4 Traffic Control Plan Check - see Note 3	\$1,716	[a]
5 Water Quality Management Plan Review	\$3,897	[a]
6 Sediment and Erosion Plan Check		
a) 1st sheet	\$1,588	[a]
b) Each Additional Sheet	\$730	[a]
7 Transportation Permit		
a) Transportation Permit - Annual (Each)	\$100	
b) Transportation Permit - Single Trip (Each)	\$18	
Encroachment		
8 Encroachment Permit		
a) Encroachment Permit	\$332	
b) Encroachment Plan Check		
i) 1st sheet	\$858	[a]
ii) Each Additional Sheet	\$858	[a]
c) Encroachment Inspection		
i) 1st hour	\$166	
ii) Each Additional Hour	\$166	

City of Placentia

MASTER FEE SCHEDULE - ENGINEERING AND ENCROACHMENT PERMIT FEES

Activity Description	Fee Effective July 1, 2024	Note
Other Services		
9 PW Special Inspection (Per/Hr)	\$166	
10 Traffic Engineering Development Plan Check Review -(Base Fee + Deposit) See Note 1	\$2,144	[a]
11 Traffic Impact Analysis Review - (Base Fee + Deposit) See Note 1	\$2,573	[a]
12 Sewer Capacity Study	\$1,770	[a]
FOG		
13 FOG Plan Check Fee	\$1,024	[a]
14 FOG Annual Service		
a) With Interceptor	\$294	
b) Without Interceptor	\$2,410	
Technology Enhancement Fee		
15 Technology Enhancement Fee (per sheet)	\$13	

[a] Three checks included in fee.

Explanatory Notes:

Note 1: Base Fee as noted, plus, as needed, an initial deposit determined by the Director of Public Works, against which the City will charge the cost of outside consultants/attorneys, other City costs and staff time at Fully Burdened Hourly Rates in excess of the amounts included in the base fee. If costs exceed deposit amount, additional deposit(s) will be required.

Note 2: An initial deposit of amount indicated or as determined by the City Engineer, against which the City will charge the cost of outside consultants / attorneys, other City costs and staff time at Fully Burdened Hourly Rates. If Costs exceed deposit amount, additional deposit(s) will be required.

Note 3: Excludes minor projects that do not involve lane closures in major arterial streets.

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
Development Review		
	\$383	
1 Small Project - Single family residence, single, ADU		
	\$595	
2 Development Plan/Site Review/CUP		
	\$426	
3 Map Review - Tentative Tract Map/Screen Check/and or Clearance letter for print linen		
	\$609	
4 Fire Master Plan - Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives		
	\$471	
5 Temporary Fire Master Plan - Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives		
	\$485	
6 Vehicle or pedestrian gates across emergency access roads		
	\$412	
7 Methane Mitigation Plan		
Architectural Review (per building)		
	\$1,038	
8 All A Occupancy 5,000 sq ft or under		
	\$1,182	
9 All A Occupancy greater than 5,000 sq ft		
	\$723	
10 E Day Care or I-4		
	\$1,182	
11 E Occupancy educational		
	\$697	
12 B, F, M, S Occupancies		
	\$1,319	
13 H Occupancy - Chemical classification fee		
	\$1,829	
14 I or R2.1 Occupancies		
	\$638	
15 R1 or R2 Hotels, motels, apartments, condominiums with 50 or less dwelling units per building		
	\$170	
16 R1 or R2 Hotels, motels, apartments, condominiums with 50 or less dwelling units per building - Inspection Only		
	\$1,048	
17 R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 units per building		
	\$281	
18 R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 units per building - Inspection Only		
	\$2,177	
19 R1 or R2 Hotels, motels, apartments, condominiums with more than 150 dwelling units per building		
	\$680	
20 R1 or R2 Hotels, motels, apartments, condominiums with more than 150 dwelling units per building - Inspection Only		
	\$545	
21 R3.1 RCF		
	\$170	
22 R3.1 RCF - Inspection Only		
	\$821	
23 R4 Licensed residential care / assisted living facilities		
	\$298	
24 R4 Licensed residential care / assisted living facilities - Inspection Only		
	\$953	
25 S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)		

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
Hazardous Processes/Systems/Materials		
	\$650	
26 Above/underground storage tank (per tank, includes associated tank equipment)	\$239	
27 Above-ground storage tank, including equipment - Inspection Only	\$707	
28 Hazardous Material Process/Storage for Non - H Occupancies. Includes Chem Class Review 0 - 5 chemicals	\$307	
29 Hazardous Material Process/Storage for Non - H Occupancies - Inspection Only	\$570	
30 Chemical Classification Review 6 - 49 chemicals	\$791	
31 Chemical Classification Review 50 - 100 chemicals	\$1,173	
32 Chemical Classification Review more than 100 chemicals	\$1,090	
33 High-piled storage: code/commodity compliance	\$1,097	
34 Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 3-pounds of any refrigerant	\$760	
35 Spray booth, spraying area	\$242	
36 Spray booth, spraying area - Inspection Only	\$1,058	
37 Gas Systems: medical gas, industrial gas (including piping and manifolds)	\$502	
38 Gas systems: CO2 for Beverage	\$857	
39 Special equipment: industrial ovens, vapor recovery, dust collection, Dry Cleaning	\$498	
40 Photovoltaic System - Commercial	\$605	
41 Battery Systems, stationary storage and cell sites	\$1,035	
42 Emergency Responder Radio System		
Suppression Systems		
43 NFPA 13D fire sprinkler system: One or two family dwelling - (single lot)	\$555	
44 NFPA 13D fire sprinkler system: One or two family dwelling - (single lot) - Inspection Only	\$218	
45 TI to NFPA 13D fire sprinkler system: One or two family dwelling - (single lot) - Existing Home	\$480	
46 TI to NFPA 13D fire sprinkler system: One or two family dwelling - (single lot) - Existing Home - Inspection Only	\$242	
47 NFPA 13R fire sprinkler system: 3 to 16 units per building	\$674	
48 NFPA 13R fire sprinkler system: 3 to 16 units - Inspection Only	\$263	
49 NFPA 13R fire sprinkler system: 17 to 50 units per building	\$966	
50 NFPA 13R fire sprinkler system: 17 to 50 units per building - Inspection Only	\$443	
51 NFPA 13R fire sprinkler system: > 50 units per building	\$1,104	
52 NFPA 13R fire sprinkler system: more than 50 units - Inspection Only	\$525	
53 New NFPA 13 fire sprinkler system: ≤ 100 heads per riser	\$713	
54 New NFPA 13 fire sprinkler system: ≤ 100 heads per riser - Inspection Only	\$264	

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
	\$931	
55 New NFPA 13 fire sprinkler system: > 100 heads per riser		
56 New NFPA 13 fire sprinkler system: > 100 heads per riser OR each add'l riser OR per floor in buildings > 2 stories - Inspection Only	\$313	
	\$431	
57 New NFPA 13 fire sprinkler system: R-1/R-2 each riser and per floor in buildings > 2 stories		
	\$187	
58 New NFPA 13 fire sprinkler system: R-1/R-2 - Inspection Only		
	\$404	
59 TI to NFPA 13, 13R fire sprinkler system: < 100 heads without calculations		
	\$179	
60 TI to NFPA 13, 13R fire sprinkler system: < 100 heads without calculations - Inspection Only		
	\$813	
61 TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TLs requiring calculation review		
62 TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TLs requiring calculation review - Inspection Only	\$374	
	\$777	
63 Pre-action fire sprinkler system: Includes the fire alarm system when submitted together		
	\$263	
64 Pre-action fire sprinkler system - Inspection Only		
	\$701	
65 NFPA 14 Class I, II, or III standpipes (includes all standpipes within a single building)		
	\$307	
66 NFPA 14 standpipes - Inspection Only		
	\$1,027	
67 Fire pump installation		
	\$336	
68 Fire pump installation - Inspection Only		
	\$655	
69 Underground private fire service mains: 1 - 5 appliances (single hydrant or riser equals 1 appliance)		
	\$1,027	
70 Underground private fire service mains: > 5 appliances (single hydrant or riser equals 1 appliance)		
	\$161	
71 Underground private fire service mains - Inspection Only		
	\$473	
72 Underground private fire service main repair		
	\$395	
73 Commercial cooking hood and duct system (per system)		
	\$737	
74 Special extinguishing system: Dry Chemical, CO2, FM 200, Foam Liquid Systems, Inert Gas, Halon, & Inergen		
	\$161	
75 Special extinguishing system - Inspection Only		
Alarm Systems		
	\$424	
76 Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices		
77 Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices - Inspection Only	\$131	
	\$586	
78 Fire alarm system: 6 - 15 initiating devices and/or ≤ 21 - 40 notification devices		
	\$187	
79 Fire alarm system: 6-15 initiating devices and/or ≤ 21 - 40 notification devices - Inspection Only		
	\$889	
80 Fire alarm system: 16 - 30 initiating devices and/or ≤ 41 - 80 notification devices		
	\$377	
81 Fire alarm system: 16 - 30 initiating devices and/or ≤ 41 - 80 notification devices - Inspection Only		

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
	\$1,209	
82 Fire alarm system: > 30 initiating devices and/or > 80 notification devices	\$435	
83 Fire alarm system: > 30 initiating devices and/or > 80 notification devices - Inspection Only	\$403	
84 Fire alarm system TI	\$125	
85 Fire alarm system TI - Inspection Only	\$256	
86 Field review/inspection - Underground repair		
Administrative/Miscellaneous		
	\$680	
87 Alternative Method and Material Request	\$281	
88 Plan Revision	\$187	
89 Reinspection Fee	\$187	
90 Inspection time and materials fee (per hour)	\$187	
91 Plan Review time and materials (per hour)	\$213	
92 Fire Marshal time and material fee	\$256	
93 Accelerated plan review (Per review. Fee is in addition to base fee assessed for plan review)	\$426	
94 Coordination/Pre-submittal Meetings: (hourly minimum 2 hours)	\$281	
95 Additional Review past 2nd review (each submittal)	\$680	
96 After hours inspection	\$170	
97 Written Response to Inquiry (per hour)		
98 Fire Watch-Inspector Standby	Hourly Rate	
First Responder Fees		
	\$126	
99 Engine Company Inspections - Light/Ordinary Hazard	\$243	
100 Engine Company Inspections - High Hazard	\$178	
101 Engine Company Re-Inspection	\$267	
102 False Alarm - Commercial	\$556	
104 False Alarm - Residential	\$267	
103 Supression Personnel Standby		

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
Operational Permits		
	\$327	
1 Aerosol products	\$327	
2 Aviation Facilities and Aircraft refueling vehicles	\$267	
3 Compressed Gases - Carbon Dioxide used in beverage dispensing systems	\$458	
4 Compressed Gases - greater than amounts listed in CFC T105.5.9	\$524	
5 Combustible dust producing operations	\$2,148	
6 Covered and open mall buildings	\$524	
7 Cryogenic fluids- greater than amounts listed in CFC T105.5.11	\$281	
8 Cutting and welding	\$281	
9 Dry cleaning	\$654	
10 Explosives	\$589	
11 Flammable and combustible liquids	\$589	
12 Hazardous Productions Materials (HPM) Facilities	\$281	
13 Additive Manufacturing		
14 Amusement Buildings	Same as Places of Assembly	
15 Carnivals and Fairs	Same as Places of Assembly	
16 Cellulose Nitrate Film	\$216	
17 Combustible Fibers	\$263	
18 Energy Storage Systems	\$281	
19 Exhibits and Trade Shows	\$210	
20 Fire Hydrants and Valves	\$195	
21 Floor Finishing	\$216	
22 Fruit and Crop Ripening	\$157	
23 Fumigation and Insecticidal Fogging	\$157	
24 Hazardous Materials	\$368	
25 High-piled Storage	\$400	
26 Hot Work Operations	\$243	
27 Industrial Ovens	\$158	

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
	\$300	
28 Lumber Yards and Woodworking Plants	\$360	
29 Liquid or Gas-fueled Vehicles or Equipment in Assembly Buildings	\$360	
30 LP-Gas - 501 gal water capacity or more	\$373	
31 Magnesium	\$497	
32 Miscellaneous Combustible Storage in excess of 2,500 cu.ft.	\$267	
33 Mobile Fueling of Hydrogen-Fueled vehicles	\$311	
34 Motor-Fuel Dispensing Facilities	\$311	
35 Open Burning	\$311	
36 Open Flames and Torches	\$311	
37 Open Flames and Candles	\$373	
38 Organic Coatings	\$497	
39 Outdoor Assembly Event - Occupant Load 1,000 or more		
40 Places of Assembly	\$315	
a) Occupant Load 50-500	\$400	
b) Occupant Load 501-1000	\$497	
c) Occupant Load 1,001 or more	\$222	
41 Plant Extraction Systems	\$222	
42 Private Fire Hydrants	\$685	
43 Pyrotechnic Special Effects Material	\$222	
44 Pyroxylin Plastics	\$311	
45 Refridgeration Equipment	\$311	
46 Repair Garages and Motor Fuel-Dispensing	\$373	
47 Rooftop Heliports	\$311	
48 Spraying or Dipping	\$222	
49 Storage of Scrap Tires and Tire Byproducts	\$400	
50 Temporary Membrane Structures , Tents, Canopies	\$373	
51 Tire-rebuilding Plants	\$222	
52 Waste Handling		

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
	\$400	
53 Wood Products		
	\$559	
54 Lithium Batteries		
	\$497	
55 Production Facilities - Attendance of a live audience		
Construction Permits		
56 Aboveground storage tanks		
a) 1st tank	\$1,121	
	\$841	
b) Additional aboveground storage tanks	\$1,214	
57 Close of flam LST, each	\$841	
58 Close of flam LST, each add'l tank	\$491	
59 Private Fire Hydrants, each	\$631	
60 Modification of a UST permit	\$327	
61 Transfer UST to a new owner		
62 UST - new install of flam. LST		
a) 1st tank	\$1,892	
	\$1,214	
b) Each additional tank	\$841	
63 UST system alteration; minor tank and piping repair		
64 Flammable and Combustible liquids - to install construct , or alter tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$631	
	\$2,031	
65 UST closure	\$654	
66 Solar, gardens and landscaped roofs	\$748	
67 Cryogenic fluids	\$1,214	
68 Hazardous materials	\$560	
69 High-piled Combustible Storage	See Suppression Systems Fees for inspection only	
70 Automatic Fire-Extinguishing Systems	\$327	
71 Compressed Gases	\$658	
72 Emergency Responder Communication Coverage System	\$467	
73 Energy Storage Systems	See Alarm Systems Fees for inspection	
74 Fire Alarm and Detection Systems and Related Equipment	\$533	
75 Fire Pumps and Related Equipment	\$467	
76 Fuel Cell Power Systems		

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
77 Gas Detection Systems	\$414	
78 Industrial Ovens	\$222	
79 LP-Gas- Installation		
a) Up to 1,000 gal	\$178	
b) 1,001 to 10,000 gal	\$373	
c) 10,001 or more gal	\$559	
80 Motor Vehicle Repair Rooms and Booths	\$311	
81 Plant Extraction Systems	\$711	
82 Smoke Control or Smoke Exhaust Systems	\$1,156	
83 Solor Photovoltaic Power Systems	\$533	
84 Special Event Structure	\$622	
85 Spraying or Dipping	\$533	
86 Standpipe Systems	\$622	
87 Temporary Membrane Structures and Tents	\$467	
STATE MANDATED AND ROUTINE FIRE INSPECTION		
88 Assemblies A Occupancy - Two (2) inspections included in operational permit Fee	\$175	
89 B occupancy routine inspections - no operational permits, fire protection systems, etc.	\$265	
90 B Occupancy Routine Inspections - with operational permits, fire protection systems, etc.	\$300	
91 M, F, S occupancy routine inspections (initial inspection plus 1 re-inspection only)	\$364	
92 Schools - E Occupancy, including private schools, other than daycare	\$364	
93 Hospital/Medical Facilities - I Occupancy	\$311	
94 Jail/Lockup Facility Inspection	\$421	
95 Group I-4, Day Care facilities	\$234	
96 Day Care - commercial	\$234	
97 Day Care - large family	\$234	
98 Convalescent/Care Facility Inspections	\$360	
99 Laboratory - L Occupancy		
100 Hotel/Motel		

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description	Fee Effective July 1, 2024	Note
a) 1-30 units	\$162	
b) 31-50 units	\$206	
c) 50 or more units	\$243	
101 Multi-Family Residential		
a) 3-10 units	\$126	
b) 11-50 units	\$162	
c) 50-75 units	\$311	
d) 75 or more units	\$360	
102 Fire Clearance Pre-Inspection		
a) 25 occupants or less	\$175/Actual Cost	
b) 26 occupants or more	\$225/Actual Cost	

City of Placentia

MASTER FEE SCHEDULE - POLICE FEES

Activity Description	Fee Effective July 1, 2024	Note
Alarms and Alarm System Permits		
1 Alarm Permit		
a) Commercial (Annual Permit)	\$94	
b) Residential (Annual Permit)	\$32	
2 False Alarms (each alarm after first 2 for permit holders, each alarm for non-permit holders)	\$292	
<hr/>		
Miscellaneous Permits		
3 ABC Permit		
a) One Day Non-Profit	\$165	
b) Commercial	\$330	
4 Bingo Permit	\$58	[a]
5 Fortune Tellers/Annual Renewal		
a) Non-Profit	\$365	
b) For Profit	\$730	
6 Gaming Permit		
a) Non-Profit	\$365	
b) For Profit	\$730	
7 Second Hand Dealer License/Renewal		
a) Non-Profit	\$365	
b) For Profit	\$730	
8 Solicitor's Vendor's Permit/Renewal		
a) Non-Profit	\$365	
b) For Profit	\$730	
9 Live Entertainment Permit		
a) Non-Profit	\$365	
b) For Profit	\$730	
10 Carnival Permit Investigation		
a) Non-Profit	\$365	
b) For Profit	\$730	
<hr/>		
Other Police Fees/Services		
11 Bike License		
a) Per year	\$3	[a]
b) Three Year Renewal	\$4	

City of Placentia

MASTER FEE SCHEDULE - POLICE FEES

Activity Description	Fee Effective July 1, 2024	Note
12 Civil Subpoena		
a) Officer and/or other staff- (per day; actual costs per govt code 68096.1)	\$275	[a]
b) Clerical (Nonrefundable fee plus hourly rate paid in full upon completion of subpoena)	\$30/hr +\$15 fee	[a]
c) Body Worn Camera (by subpoena only) (Nonrefundable fee, Digital Media Fee, plus hourly rate paid in full upon completion of subpoena)	\$30/hr +\$15 fee	
13 Party Disturbance (Second Response) (\$0 first courtesy response)	\$386	
14 Property Release Fee		
a) Victims and first appointments for property owners	\$0	
b) All Others (includes "no shows")	\$37	
15 Public Fingerprinting Fee (Plus DOJ/FBI fees)	\$33	
Permit Parking		
16 Residential Parking Permits		
a) Each residence granted up to five (5) permanent permits and up to five (5) guest permits (each)	\$13	
17 Temporary Parking Permit	\$2	
Traffic		
18 Citation Sign Off - Fix-It Ticket- No charge for Placentia Residents	\$18	
Clearance Letter		
19 Visa/Passport Clearance Letter	\$56	
Vehicle Release Fee (Per Vehicle)		
20 Vehicle Repossession Entry	\$15	[a]
21 Vehicle Release		
a) Towed/ Stored (Non-DUI related) Impound Release	\$218	
b) DUI Impound	\$324	
Records		
22 Copies		
a) Arrest Logs (per page)	\$0.55	
b) Police Logs (per page)	\$0.55	
c) Police Reports (per page)	\$0.55	
d) Police Photos (per page)	\$0.55	
e) Location Premise History Search (per page)	\$0.55	
f) Digital Media fee (each flash drive/ disc)	\$25	

[a] Fee established by State of California.

City of Placentia

MASTER FEE SCHEDULE - CODE ENFORCEMENT FEES

Activity Description	Fee Effective July 1, 2024	Note
Sidewalk Vending		
1 Sidewalk Vending Permit	\$250	
2 Compact Mobile Food Operations ≤ 25 sq. ft.	\$100	
3 Vending of Goods & Merchandise from a vehicle Permit (Food trucks)	\$225 +\$50/EE	
4 Administrative Appeal of Denial/Revocation of Sidewalk Vending Permit	\$85	
<hr/> Miscellaneous Fees		
5 Massage Establishment Permit	\$580	
6 Massage Technician Permit	\$277	
7 Code Enforcement Reinspection	\$142	
8 Code Enforcement Hourly Rate	\$114	[a]

[a] Hourly rate for Code Compliance inspections and/or reinspections required or requested for which no other fees are listed, requests for special event support, etc.

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
Aquatic Programs		
1 Swim Lessons	\$78-89	
2 Aquatics Day Class	\$83-89	
3 Aquatics Night Class	\$78	
Contract Recreation Classes		
4 Class Fees	market price	
5 Instructor / City Percentages:		
Classes held at City-Owned Facilities	60% Inst / 40% City	
Classes held at offsite / Non City-Owned Facilities	65% Inst / 35% City	
6 Summer Day Camps (per week/per person)	\$158	
7 Administrative Fee for Classes	\$12	
Youth Sports Programs (Participant Registration Fee)		
8 Placentia Youth Basketball	\$132	
Adult Sports Programs (Team Registration Fee)		
9 Adult Futsal (Indoor Soccer)	\$395	
10 Adult Basketball	\$592	
Excursions		
11 Excursion		
a) Single Day	\$66-142	
b) Multi-Day	\$171-344	
c) Administrative Fee	\$12	
Facility Rentals (based on 2 hr minimum) - Includes Set Up, Cleaning, Breakdown, and Overhead		
12 Permit Processing Fee (all users)	\$23	
Whitten Center		
13 Refundable Security Fee (Damage Deposit)	\$166	
14 Resident Non Profit		
a) Main Room (150 Max)		
i) Friday - Sunday	\$89	
ii) Monday - Thursday	\$68	
b) Room A or B (75 Max)		
i) Friday - Sunday	\$68	
ii) Monday - Thursday	\$60	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
15 Resident, Non Resident Non Profit		
a) Main Room (150 Max)		
i) Friday - Sunday	\$107	
ii) Monday - Thursday	\$89	
b) Room A or B (75 Max)	\$0	
i) Friday - Sunday	\$80	
ii) Monday - Thursday	\$68	
16 Non Resident	\$0	
a) Main Room (150 Max)	\$0	
i) Friday - Sunday	\$137	
ii) Monday - Thursday	\$119	
b) Room A or B (75 Max)	\$0	
i) Friday - Sunday	\$107	
ii) Monday - Thursday	\$98	
17 Commercial		
a) Main Room (150 Max)		
i) Friday - Sunday	\$166	
ii) Monday - Thursday	\$157	
b) Room A or B (75 Max)		
i) Friday - Sunday	\$137	
ii) Monday - Thursday	\$127	
18 Kitchen (All Users)	\$139	
Aguirre (60 Max)		
19 Refundable Deposit (Damage Deposit)	\$111	
20 Resident Non Profit		
a) Friday - Sunday	\$68	
b) Monday - Thursday	\$60	
21 Resident, Non Resident Non Profit	\$0	
a) Friday - Sunday	\$80	
b) Monday - Thursday	\$68	
22 Non Resident		
a) Friday - Sunday	\$107	
b) Monday - Thursday	\$98	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
23 Commercial		
a) Friday - Sunday	\$137	
b) Monday - Thursday	\$127	
Backs - Main Room (150 Max)		
24 Refundable Deposit (Damage Deposit)	\$166	
25 Resident Non Profit		
a) Friday - Sunday	\$89	
b) Monday - Thursday	\$68	
26 Resident, Non Resident Non Profit		
a) Friday - Sunday	\$107	
b) Monday - Thursday	\$89	
27 Non Resident		
a) Friday - Sunday	\$137	
b) Monday - Thursday	\$119	
28 Commercial		
a) Friday - Sunday	\$166	
b) Monday - Thursday	\$157	
Koch Building (30 Max)		
29 Refundable Deposit (Damage Deposit)	\$111	
30 Resident Non Profit		
a) Friday - Sunday	\$60	
b) Monday - Thursday	\$60	
31 Resident, Non Resident Non Profit	\$0	
a) Friday - Sunday	\$68	
b) Monday - Thursday	\$60	
32 Non Resident	\$0	
a) Friday - Sunday	\$98	
b) Monday - Thursday	\$86	
33 Commercial	\$0	
a) Friday - Sunday	\$98	
b) Monday - Thursday	\$86	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
Gyms		
34 Gyms Refundable Security Fee (Damage Deposit)	\$111	
35 Oberle Gym (348 Max)		
a) Resident Non Profit	\$60	
b) Resident, Non Resident Non Profit	\$68	
c) Non Resident	\$80	
d) Commercial	\$89	
36 Tynes Gym (303 Max)		
a) Resident Non Profit	\$60	
b) Resident, Non Resident Non Profit	\$68	
c) Non Resident	\$80	
d) Commercial	\$89	
Gomez Community Center (60 Max)		
37 Refundable Deposit (Damage Deposit)	\$111	
38 Resident Non Profit		
a) Friday - Sunday	\$68	
b) Monday - Thursday	\$60	
39 Resident, Non Resident Non Profit		
a) Friday - Sunday	\$80	
b) Monday - Thursday	\$68	
40 Non Resident		
a) Friday - Sunday	\$107	
b) Monday - Thursday	\$98	
41 Commercial		
a) Friday - Sunday	\$137	
b) Monday - Thursday	\$127	
Pools		
42 Whitten Center Pool Rental	\$329	
43 Gomez Center Pool Rental	\$329	
Special Events		
44 For Grass Areas		
a) Damage Deposit	\$332	
b) Per Hour	\$50	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
Park Shelter / Table Rentals (based on 2 hr minimum)		
45 Permit Processing Fee (all users)		
46 Picnic Shelters		
a) Refundable Security Fee (Cleaning / Damage Deposit)	\$111	
b) Kraemer Picnic Shelter Rental Rate (per shelter area)		
i) Resident	\$67	
ii) Non Resident	\$116	
b) Koch Picnic Shelter Rental Rate (per shelter area)		
i) Resident	\$67	
ii) Non Resident	\$116	
47 Picnic Tables		
a) Parque del Arroyo Verde Picnic Table Rental Rate		
i) Resident	\$63	
ii) Non Resident	\$108	
b) Parque de los Vaqueros Picnic Table Rental Rate		
i) Resident	\$63	
ii) Non Resident	\$108	
c) Tuffree Park Picnic Table Rental Rate		
i) Resident	\$63	
ii) Non Resident	\$108	
c) Placentia Champions Sports Complex Picnic Table Rental Rate		
i) Resident	\$63	
ii) Non Resident	\$108	
Sportsfield Rentals (per hour)		
48 Sportsfield Processing Fee - One time fee	\$78	
49 Sportsfield Application Fee		
a) Melrose Elementary School SB1		
i) Resident Non Profit	\$8	
ii) Resident	\$11	
iii) Non Resident Non Profit	\$15	
iv) Non Resident	\$24	
v) Commercial	\$47	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
b) Parque de los Niños		
i) Resident Non Profit	\$5	
ii) Resident	\$7	
iii) Non Resident Non Profit	\$11	
iv) Non Resident	\$15	
v) Commercial	\$24	
c) PCSC		
i) Resident Non Profit	\$8	
ii) Resident	\$11	
iii) Non Resident Non Profit	\$15	
iv) Non Resident	\$24	
v) Commercial	\$47	
c) Tuffree Park P4		
i) Resident Non Profit	\$5	
ii) Resident	\$7	
iii) Non Resident Non Profit	\$11	
iv) Non Resident	\$15	
v) Commercial	\$24	
d) Tuffree Park Baseball		
i) Resident Non Profit	\$8	
ii) Resident	\$11	
iii) Non Resident Non Profit	\$15	
iv) Non Resident	\$24	
v) Commercial	\$47	
d) Tuffree Park Tennis Courts 1 & 2		
i) Resident Non Profit	\$4	
ii) Resident	\$6	
iii) Non Resident Non Profit	\$8	
iv) Non Resident	\$13	
v) Commercial	\$18	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2024	Note
d) Valdez Middle School SB1		
i) Resident Non Profit	\$8	
ii) Resident	\$11	
iii) Non Resident Non Profit	\$15	
iv) Non Resident	\$24	
v) Commercial	\$47	
d) Torii Hunter Softball		
i) Resident Non Profit	\$8	
ii) Resident	\$11	
iii) Non Resident Non Profit	\$15	
iv) Non Resident	\$24	
v) Commercial	\$47	
Athletic Field Lighting (per hour)		
50 Kraemer Middle School		
a) P1	\$14	
b) P13	\$14	
c) P17	\$18	
d) P2	\$14	
e) SB1	\$18	
f) SB2	\$18	
51 Melrose Elementary School SB1	\$18	
PCSC		
a) Jensen	\$18	
b) March	\$18	
c) Munoz	\$18	
d) Valadez	\$18	
52 Tuffree Middle School		
a) P1	\$18	
b) P2	\$18	
c) P3	\$14	
d) P4	\$14	
e) SB1	\$18	
f) SB2	\$18	
g) Tennis Court 1	\$7	
h) Tennis Court 2	\$7	
53 Melrose Elementary School SB1	\$18	

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

City Clerk's Office (714) 993-8231

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Placentia will hold a public hearing in the **Council Chambers** of Placentia City Hall, 401 E. Chapman Avenue on **Tuesday, April 18, 2023 at 7:00 p.m.** or as soon thereafter as the matter may be heard, to consider the following item:

The adoption of a Resolution Establishing and Updating User and Regulatory Fees and Charges.

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted must be submitted to the City Clerk at least twenty-four (24) hours prior to the hearing.

IF YOU CHALLENGE this proposal in court, you may be limited to, raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the City Clerk at 401 E Chapman Avenue, Placentia, CA 92870.

FURTHER INFORMATION on these items may be obtained at the City Clerk's Office or by telephone: (714) 993-8231.

Attest: Carole Wayman, Deputy City Clerk

PUBLISHED: Thursday, April 6, 2023 – Placentia News Times

POSTED: Thursday, April 6, 2023



CITY OF
PLACENTIA

Master Fee Schedule Update

April 16, 2024



Background

- The City maintains a Master Fee Schedule identifying applicable fees for various City Services.
- Fees differ from taxes in that cities collect fees and charges for government services performed at the request of, or specifically for, a particular individual, business or group...as opposed to services performed for the community as a whole.

Taxes

Paid by everyone for government services that benefit the entire community such as public safety.



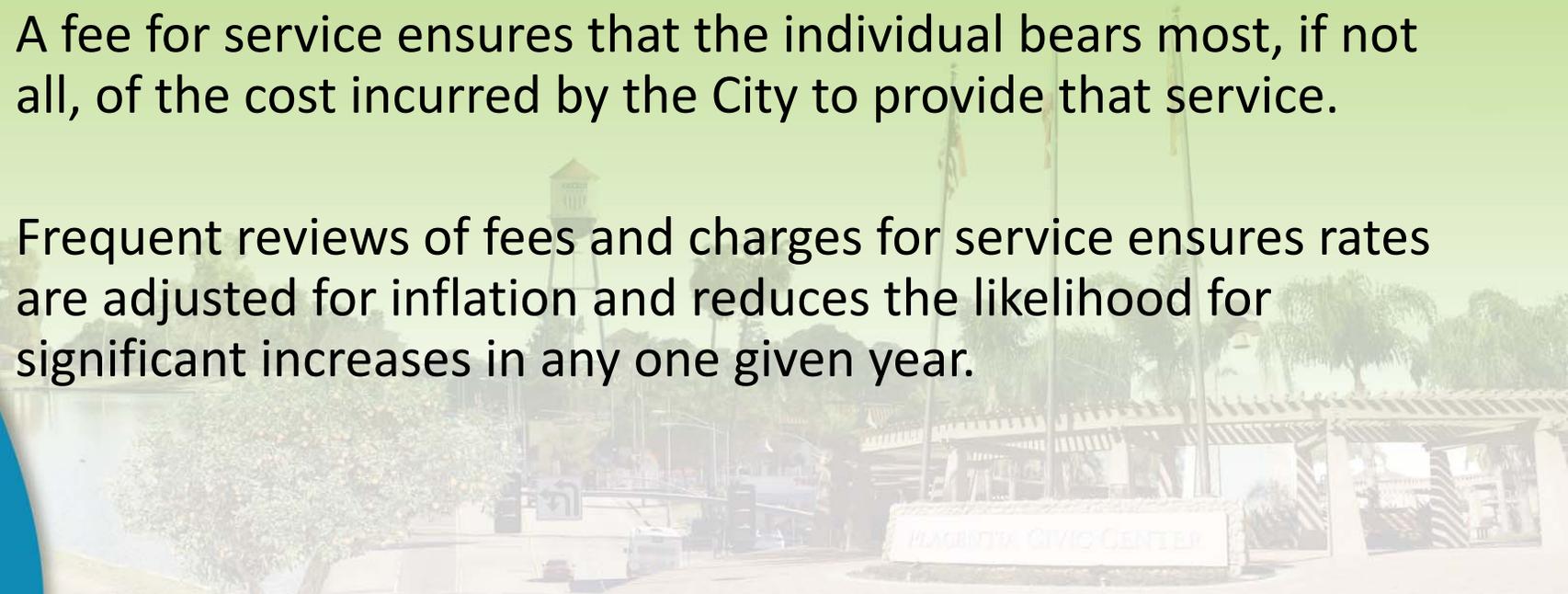
Fees

Paid by individual, business or group for government services that directly benefits themselves such as permits for private swimming pools, facility rentals and business licenses.



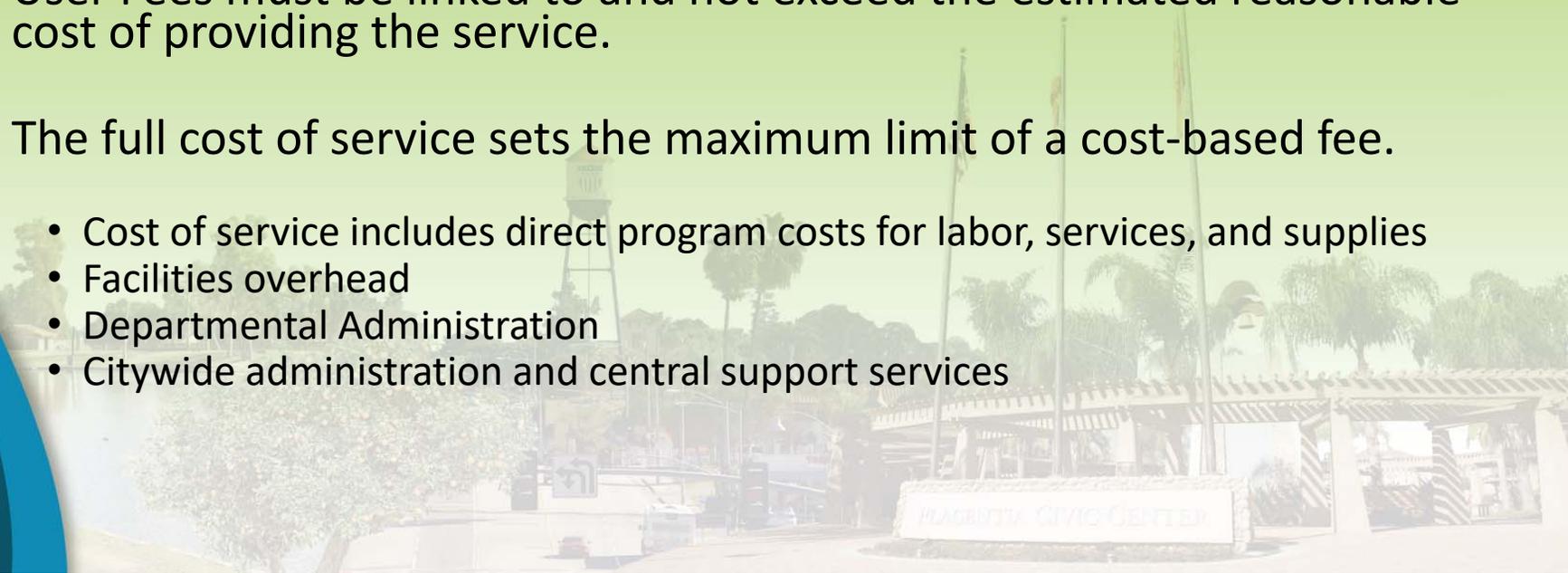
Why Should Fees be Reviewed Frequently?

- Recovering the costs of providing fee-related services directly influences the City's fiscal health and increases the City's ability to meet the service level expectations of the fee payers.
- A fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service.
- Frequent reviews of fees and charges for service ensures rates are adjusted for inflation and reduces the likelihood for significant increases in any one given year.



Background

- The Master Fee Schedule outlines permit fees and charges for services citywide but does not include general taxes such as property or sales tax, or Development Impact Fees (DIFs).
 - These fees are on a different schedule and presented to City Council separately.
- User Fees must be linked to and not exceed the estimated reasonable cost of providing the service.
- The full cost of service sets the maximum limit of a cost-based fee.
 - Cost of service includes direct program costs for labor, services, and supplies
 - Facilities overhead
 - Departmental Administration
 - Citywide administration and central support services



Background

- The City engaged Clear Source Financial Consulting in 2022 to conduct a Comprehensive User Fee Study which was presented to and adopted by City Council on April 5, 2022.
- Clear Source recommended an annual review of all fees and adjustment for inflationary factors in subsequent fiscal years, with comprehensive fee studies recommended every 3-5 years.
- The most recent CPI data for the Los Angeles-Long Beach-Anaheim, CA region was 3.4%.
- However, the City provided cost-of-living (COLA) increases of greater than the CPI over past two fiscal years and staff is proposing increases above the CPI for FY2024/25.
 - Greater cost recovery as services provided by staff are directly related to hourly rate of employees.



Methodology

- Services reflected in the City’s fee schedule are provided by employees represented by PCEA, POA and PFA depending on the type of service.
- Cost of Living adjustments for the three groups are as follows:

Group	FY23/24 COLA	FY24/25 COLA
PCEA	5%	5%
POA	8%	6%
PFA	6%	4%

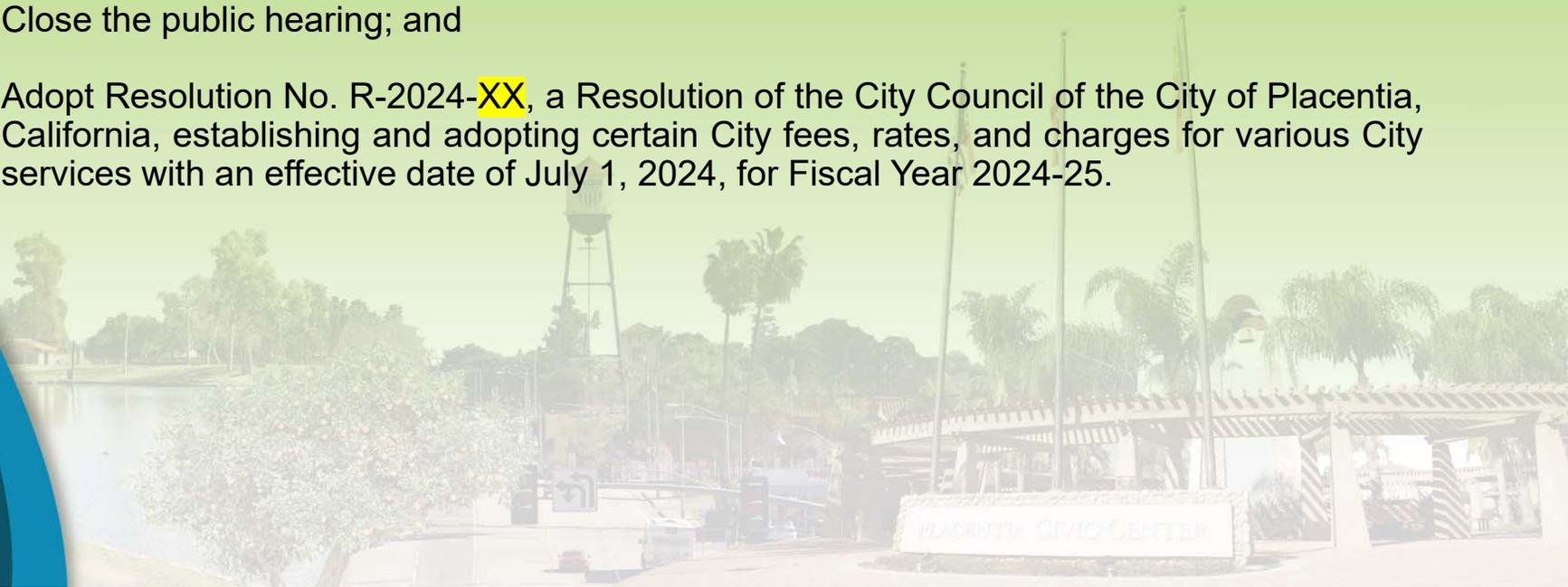
- Fees were adjusted for FY23/24 by CPI of 5.1%. To account for larger than CPI cost of living adjustments, staff is recommending adjusting fees for FY24/25 by COLAs, less last year’s CPI increase.

Group	FY23/24 COLA	FY24/25 COLA	Compounded COLA increase over 2 Yrs.	CPI Included in FY23/24 Fees	Difference
PCEA	5%	5%	10.25%	5.1%	5.15%
POA	8%	6%	14.48%	5.1%	9.38%
PFA	6%	4%	10.24%	5.1%	5.14%



Recommendation

1. Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2. Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
3. Close the public hearing; and
4. Adopt Resolution No. R-2024-XX, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2024, for Fiscal Year 2024-25.





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 16, 2024

SUBJECT: **ANNUAL UPDATE REGARDING CITYWIDE DEVELOPMENT IMPACT FEES, TRANSIT ORIENTED DEVELOPMENT PACKINGHOUSE DISTRICT DEVELOPMENT IMPACT FEES, AND RESIDENTIAL AFFORDABLE HOUSING IMPACT FEES FOR COST RECOVERY**

FISCAL

IMPACT: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This update adjusts impact fees only commensurate with the Construction Cost Index (CCI).

SUMMARY:

The City's Development Impact Fees program ("DIF") was first established in the early 1970's when much of the City was undeveloped. The City's costs for infrastructure have significantly increased over that period of time; however, the City's DIFs were not updated regularly to adequately cover said infrastructure costs, thus requiring the General Fund to subsidize infrastructure improvements or, in some cases, the improvements that are not conducted by a developer. In addition, in April 2017, the City Council approved the Transit-Oriented Development ("TOD") Packinghouse District Plan which results in impacts to City services that the new development will create and identifies mitigation measures and costs associated with mitigating those impacts. Furthermore, since the inception of the DIF program, the City's Housing Element outlines numerous additional goals and policies, including goals and policies that provide more affordable housing opportunities to its residents.

In 2017, to address the aforementioned lack of infrastructure funding citywide, within the TOD District, and lack of funds related to implementing the required Housing Element citywide, the City prepared new development impact fee nexus studies ("Studies") for the purpose of updating DIFs. The result was an update to the existing citywide DIF program, creating a TOD DIF program, and creating a Housing Impact Fee program (collectively, "DIFs"). The studies analyzed the impacts created by new development on City operations and infrastructure needs and calculated the cost and method of apportionment of those fees and impacts across needed mitigation measures. Those fees are then utilized to construct improvements throughout the City to mitigate development impacts on the community. The affordable housing fee was created for the purpose of collecting new developer-paid housing impact fees to be used to provide additional affordable

2.b.

April 16, 2024

housing opportunities in the community. Collectively, the DIF program that is currently in place was adopted by City Council in October 2017, implemented by Ordinance Nos. O-2017-09 (TOD DIFs), O-2017-10 (citywide DIFs), O-2017-11 (Housing Impact Fee) and became effective in December 2017.

In 2023, City Council adopted an update to the DIF program, largely resulting in adjustments to the 2017 DIFs, increasing each fee by Construction Cost Index ("CCI") as recommended by the three 2017 studies. In addition to the routine adjustment pursuant to CCI, two specific fees were updated commensurate with actual costs in 2023. Those fees that were updated beyond CCI are the Public Safety Impact Fee (now known as Fire, Police Animal Shelter fees) and TOD Sewer Impact Fee. These specific fees were updated beyond CCI because the City performed the "City of Placentia Development Impact Fee Nexus Study" dated April 2023. This year, Staff proposes increasing all Development Impact Fees for Fiscal Year 24-25 by CCI as measured from April 2023 to April 2024.

RECOMMENDATION:

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

1. Open the Public Hearing concerning the Citywide Development Impact Fee Schedule, the Transit-Oriented Development (TOD) Packing House Development Impact Fee Schedule, and the Residential Affordable Housing Impact Fee Schedule; and
2. Receive the Staff report, consider all public testimony, ask questions of Staff; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Adopt Resolution No. R-2024-18, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to parks and recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, Quimby in-lieu fees, and to public safety (Fire, Police, Animal Shelter) fees citywide; and
6. Adopt Resolution No. R-2024-21, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to traffic and transportation infrastructure, streetscape infrastructure and sewer facilities in the Transit Oriented Development area; and
7. Adopt Resolution No. R-2024-22, a Resolution of the City Council of the City of Placentia, California, approving updated Citywide Residential Affordable Housing Impact Fees pursuant to Construction Cost Index for residential developments citywide; and

8. Direct Staff to prepare a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees for fiscal year 2025-26 or earlier, with a cost increase metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment.

STRATEGIC PLAN STATEMENT:

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

Keep Development Impact Fees current and updated to facilitate cost recovery by requiring new development to pay a fair share of costs for City facilities, as Objective Number 1.3 is to Update Fee Study/Cost Allocation. In addition, this action is consistent with Objective Number 3.12 to secure funding for affordable housing as the Citywide Residential Affordable Housing Impact Fees will be increasing commensurate with CCI.

BACKGROUND:

DIFs are a commonly used method of collecting a proportional share of funds from new development for infrastructure improvements and/or other public facilities capital improvements that would be needed as a result of the new development. These fees are seen as paying for the aforementioned future required infrastructure costs as opposed to the General Fund and are therefore seen as cost recovery in nature. With rare exceptions, DIFs are one-time funds restricted to funding capital costs for new facilities or upgrades to existing facilities and are not used for annual operations and/or maintenance. Impact fees may only be imposed on new development, and the fee proceeds must be expended on improvements needed as a result of the new development.

Pursuant to the Mitigation Fee Act ("Act"), California Government Code Section 66000, et seq. (also known as AB 1600), adoption of impact fees requires documentation of the "nexus" between the fees being charged, the impacts of new development, the benefit of the facilities needed to mitigate such impacts, and the proportional cost allocation among different fee categories. Impact fee programs must be adopted by the City Council via an ordinance, however, once the program is adopted, the fees could potentially be automatically updated via City Council resolution. Impact fees are imposed either jurisdiction-wide or in a relatively large area anticipating significant amounts of new development, such as a specific plan area or community plan area. In Placentia, we have both citywide (includes affordable housing) impact fees and TOD District specific impact fees.

In 2017, the City prepared development impact fee nexus studies for the purpose of updating DIFs pursuant to California Government Code Section 66000. Three different nexus studies were completed in 2017 and were utilized respectively to adopt the current citywide DIFs, the housing impact fee, and the TOD DIFs. The DIF program that is currently in place was adopted by City Council in October 2017, implemented by Ordinance Nos. O-2017-09 (TOD DIFs), O-2017-10 (Citywide DIFs), O-2017-11 (Housing Impact Fee) and became effective in December 2017.

Although the 2017 DIF update was comprehensive in nature, the City did not update the DIFs between 2017 and 2020. The 2021 DIF update adjusted the fees commensurate with the CCI from December 2017 to February 2021. In updating the DIFs in 2021, City Council adopted an Ordinance codifying how annual updates to the DIFs will occur. The Municipal Code now states that the annual fee adjustment shall be based on April-to-April Construction Cost Index for Los Angeles as published by the Engineering News-Record for the preceding 12 months (April to April), with the exception of the 2022 fee update which was based upon February 2021 to April 2022 Construction Cost Index for Los Angeles as published by the Engineering News-Record.

In April 2023, two specific fees were updated commensurate with actual costs. The fees that were specifically updated beyond CCI are the Public Safety Impact Fee (now known as Fire, Police Animal Shelter fees) and TOD Sewer Impact Fee. Those specific fees were updated beyond CCI because the City performed the "City of Placentia Development Impact Fee Nexus Study" dated April 2023. The balance of all Development Impact Fees were adjusted by CCI .23% as measured from April 2022 to April 2023.

This year, Staff proposes increasing all Development Impact Fees for Fiscal Year 24-25 by CCI as measured from April 2023 to April 2024. One of the Staff recommendations to City Council is to direct Staff to prepare a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit-Oriented Development (TOD) Impact Fees for fiscal year 2025-26 or earlier, with a cost increase metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment. This recommendation was also included in the April 2023 staff report, and a Request for Proposal (RFP) for this effort has already been posted and is in process.

DISCUSSION:

Update to Development Impact Fees

The existing Citywide DIFs include the following:

- Citywide Public Safety Impact Fee Program
 - Now known as Fire, Police Animal Shelter fees pursuant to the City of Placentia Development Impact Fee Nexus Study" dated April 2023
- Citywide Park and Recreation Impact Fee Program
- Citywide Quimby Land Dedication and In-Lieu Fee Program
- Sewer Impact Fee Program
- Traffic Impact Fee Program
- Storm Drainage Impact Fee Program

The existing residential Affordable Housing Impact Fee includes:

- A Residential Affordable Housing Impact Fee (“RAHIF”) requiring developers to pay a fee to mitigate the additional demand for affordable housing that is created by proposed market rate residential development.

The existing TOD DIFs include the following:

- TOD Traffic Impact Fee
- TOD Sewer Impact Fee
 - Now updated pursuant to the City of Placentia Development Impact Fee Nexus Study” dated April 2023
- TOD Streetscape Infrastructure Impact Fee

As previously stated, all three of the existing DIF programs included nexus studies to justify each respective DIF. Each of the three studies recommended that CCI be utilized as the metric for future DIF increases. The Municipal Code regarding DIFs (adopted in 2017) specifically states that the Citywide and TOD DIFs be adjusted annually commensurate with changes in construction costs. The Residential Affordable Housing Impact Fee study recommended CCI as a metric to be utilized for annual adjustments. As previously stated, this method of recurring annual updates was codified in the Municipal Code in 2021. This year’s update will entirely adjust the fees commensurate with the CCI for Los Angeles as published by the Engineering News-Record from April 2023 to April 2024, effective 60 days after adoption, as follows:

Date	CCI
April 2024	15244.84
April 2023	13729.03

The delta calculation between April 2024 CCI and April 2023 CCI is expressed as $(15244.84 / 13729.03) = 1.110$ or 11%. As such, Staff has prepared three resolutions to update the DIFs, one each for the existing Citywide DIFs, TOD DIFs, and for the residential Affordable Housing Impact Fee. Therefore, the rates for all DIFs have been increased by 11%. However, it is the observation of Staff that the recommended net increase in rates does not accurately reflect the current market bidding environment for its Capital Improvement Projects (CIP). Therefore, as an additional recommendation, Staff is requesting City Council to direct the Development Services Department to work in concert with finance staff in the preparation of a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees for fiscal year 2024/2025.

Other Updates

In 2021, the Storm Drain Acreage Fees for Area G in the southeast portion of the City were adjusted to a certain amount (not using CCI) due to a recent legal Settlement Agreement. Staff has been advised by the City Attorney to keep Storm Drain acreage fees for Area G at the same rate as adjusted and adopted in 2021 until the end of 2027. Development that occurs in Area G

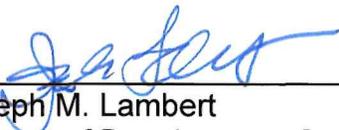
between the effective date of the 2021 update and December 31, 2027, will be subject to the adjusted fee adopted by City Council in 2021 pursuant to the settlement agreement.

As previously stated, one of the Staff recommendations to City Council is to direct Staff to prepare a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees for fiscal year 2025-26 or earlier, with a cost increase metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment. It is the observation of Staff that the recommended net increase in rates does not always accurately reflect the current market bidding environment for its Capital Improvement Projects (CIP). Although this recommendation was also included in the April 2023 Staff report, a Request for Proposal (RFP) for this effort has been posted and closes in late April. The RFP is actually seeking consultant services to update all Citywide and TOD DIFs, and to create a successor Community Facilities District (CFD) to mitigate additional public safety costs. These aforementioned efforts will be completed to be effective no later than July 1, 2025.

FISCAL IMPACT:

There is no immediate fiscal impact associated with the recommended actions. DIFs are a commonly used cost recovery method of collecting a proportional share of funds from new development for infrastructure improvements and/or other public facilities capital improvements that would be needed as a result of the new development. These fees are seen as paying for necessary infrastructure costs as opposed to the General Fund and are therefore seen as cost recovery in nature. The adoption of revised Development Impact Fees and Residential Affordable Housing Impact Fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This update adjusts the fees commensurate with the Construction Cost Index (CCI), and therefore, does not provide unanticipated revenue, rather it adjusts revenue commensurate with CCI for the period between the 2023 effective date and present.

Prepared by:



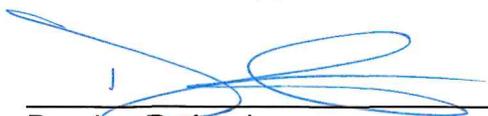
Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2024-18 - Approving updated Citywide Development Impact Fees
2. Resolution No. R-2024-21 - Approving updated Transit Oriented Development Packinghouse District Development Impact Fees
3. Resolution No. R-2024-22 - Approving updated Residential Affordable Housing Impact Fees
4. Engineering News-Record City Cost Index Los Angeles April 2023

RESOLUTION NO. R-2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING UPDATED DEVELOPMENT IMPACT FEES PURSUANT TO CONSTRUCTION COST INDEX TO FINANCIALLY MITIGATE IMPACTS TO PARKS AND RECREATIONAL FACILITIES, SEWER FACILITIES, TRANSPORTATION INFRASTRUCTURE, STORM DRAIN FACILITIES, QUIMBY IN-LIEU FEES, AND TO PUBLIC SAFETY (FIRE, POLICE, ANIMAL SHELTER) FEES CITYWIDE

WHEREAS, the continuing growth of the City of Placentia ("City), combined with the expectation of high-quality services by persons who live and work in the City, and reductions by the State of California in property tax allocations to local governments have been catalysts for the review of the City's existing and future public facilities and services made necessary by new development;

WHEREAS, pursuant to Government Code Section 66000 *et seq.*, ("Mitigation Fee Act") the City is empowered to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development in the City;

WHEREAS, pursuant to Government Code Sections 66477 *et seq.*, ("Subdivision Map Act"), the City is empowered to require the dedication of land or impose a requirement of the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition to the approval of a tentative map or parcel map;

WHEREAS, the proposed fees are based upon the information contained in a document and addendum prepared by City staff and SCI Consulting Group ("SCI") entitled "City of Placentia Citywide Development Impact Fees Nexus Study" dated August 2017 ("the Development Impact Fee Nexus Study Report") and also dated April 2023 ("the updated Development Impact Fee Nexus Study Report") as it relates to updating public safety fees;

WHEREAS, detailed descriptions of each of the facilities, their approximate location, size, approximate time of availability and their estimated costs are set forth in the Development Impact Fee Nexus Study Reports;

WHEREAS, copies of the Development Impact Fee Nexus Study Reports are on file in the City Clerk's office and have been made available for public review in accordance with state law, as more fully described below;

WHEREAS, the Development Impact Fee Nexus Study Reports comply with California Government Code Section 66001 by establishing the basis for the imposition of fees in new development. In particular, the Development Impact Fee Reports:

1. Identifies the purpose of the proposed fees;
2. Identifies the use to which the fees will be put;

3. Demonstrates a reasonable relationship between the fees' use and the types of projects on which the fees are imposed;
4. Demonstrates a reasonable relationship between the need for the public facilities and the types of developments on which the fees are imposed; and
5. Demonstrates a reasonable relationship between the amount of the fees and the cost of the public facilities or portions of the facilities attributable to the developments on which the fees are imposed;

WHEREAS, the Development Impact Fee Nexus Study Reports justify the imposition of each development fee on new construction by analyzing the General Plan, assigning the costs on a fair-share basis to the various types of development, and assigning the resulting fee per dwelling unit or per building square foot, based on the anticipated burden of such new dwelling and/or development on City facilities and infrastructure and the need created by such dwelling unit and/or development for new and expanded facilities and infrastructure;

WHEREAS, the fees collected pursuant to this resolution shall be used to finance the public facilities described or identified in the Development Impact Fee Nexus Study Reports;

WHEREAS, after considering the specific projects to be funded by the development impact fees and the cost estimates contained in the Development Fee Impact Nexus Study Reports, the City Council approves such projects and costs estimates and finds them reasonable as the basis for calculating and imposing the development impact fees;

WHEREAS, the projects and fee methodologies identified in the Development Impact Fee Nexus Study Reports are consistent with the City's General Plan.

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby resolve as follows:

Section 1. The City Council of the City of Placentia hereby determines as follows:

A. Each owner of a lot or parcel of property within the Affected Territory, as described in Chapter 5.02 of the Placentia Municipal Code, shall pay to the City prior to the issuance of a building permit for the construction of any development project as defined therein, the following fees:

1. The Parks and Recreation Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.

2. The Sewer Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.
3. The Traffic Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.
4. The Storm Drain Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.
5. The Public Safety Impact Fees, known as Fire, Police Animal Shelter fees described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.
6. The Quimby Fee (In-Lieu Park/Open Space Fee) described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.

B. The fees authorized by this section shall be cumulative such that each owner of a lot or property shall be charged each applicable fee, subject to any credits, deferrals, waivers and/or reductions authorized and set forth in Chapter 5.02 of the Placentia Municipal Code. Moreover, the amount of each of these fees shall not exceed the fair share of the estimated cost of constructing and/or acquiring the corresponding facilities described in the Development Impact Fee Reports. The amount of each fee shall be reviewed and revised from time to time, but not more than once annually, and shall be set by resolution of the City Council following due notice.

Section 2. Be it further resolved that any other resolutions and/or parts of any other resolution in conflict herewith are hereby repealed.

Section 3. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying physical design, development, or construction of residential, commercial or industrial development or the construction of any development project. This exemption is based on CEQA Guidelines Section 15061 (b)(3), 15378(b)(4), and 15273.

Section 4. Should any section, subsection, clause or provision of this Resolution for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution, it being hereby expressly declared that this Resolution, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any

one or more section, subsections, sentences, clauses or phrases of this Resolution be declared invalid or unconstitutional.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution.

Section 6. The fees adopted pursuant to this Resolution go into effect 60 days from the adoption of this Resolution, and concurrent with the effective date of this Resolution, Resolution No. R-2023-20 shall be repealed and replaced with this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of April 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of April 2024 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT "A"

TO RESOLUTION NO. R-2024-18

City of Placentia Citywide Development Impact Fee Schedule

Summary of Citywide Development Impact Fees

Land Use Category	Unit 4	Park and Recreation	Quimby In Lieu	Sewer 1	Traffic 1	Storm Drainage (Area A)	Storm Drainage (Area C)	Storm Drainage (Area G) 2	Unit	Fire	Police	Animal Shelter
Single Family Detached Housing 3	DU	\$3,896.16	\$5,856.48	\$1,732.24	\$1,801.22	\$333.77	\$152.43	\$4625.00*	BSF	\$0.411	\$0.480	\$0.011
Single Family Attached Housing 3	DU	\$3,161.88	\$4,765.06	\$1,272.76	\$1,801.22	\$272.57	\$123.50	\$4625.00*	BSF	\$0.544	\$0.633	\$0.022
Multi-Family Housing 3	DU	\$3,585.76	\$5,398.11	\$972.37	\$1,117.00	\$208.05	\$94.57	\$4625.00*	BSF	\$0.944	\$1.088	\$0.033
Mobile Homes 3	DU	\$2,852.59	\$4,290.01	\$1,131.47	\$1,062.49	\$312.63	\$141.29	\$4625.00*	BSF	\$0.733	\$0.855	\$0.022
Retail/ Commercial	BSF	\$0.00	\$0.00	\$0.877	\$1.88	\$0.211	\$0.089	\$4625.00*	BSF	\$0.577	\$0.666	-
Office	BSF	\$0.00	\$0.00	\$1.31	\$2.69	\$0.133	\$0.067	\$4625.00*	BSF	\$0.821	\$0.955	-
Industrial	BSF	\$0.00	\$0.00	\$0.533	\$1.05	\$0.377	\$0.167	\$4625.00*	BSF	\$0.411	\$0.477	-

Notes:

1 New development within the City's TOD area is not subject to the Sewer Impact Fee, the Traffic Impact Fee and the Storm Drainage Impact Fee

2 Storm Drainage Impact Fees for Area G only shall be set at \$4,625 per acre* pursuant to Agreement between the City of Placentia and the Yorba Linda Water District until it's expiration on October 11, 2027. Said Impact Fees shall not be automatically adjusted annually.

3 Applicable Citywide Development Impact Fees for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) shall be calculated as follows: For ADUs of less than 750 square feet: None. For ADUs of 750 square feet or more on a lot containing single family dwelling(s): The product of: (full fee for single family dwellings) x (square footage of the proposed ADU / square footage of primary dwelling) = ADU Development Impact Fee. For ADUs of 750 square feet or more on a lot containing multi-family dwellings: The product of: (full fee for multi-family dwellings) x (square footage of the proposed ADU / average square footage of the multi-family units on site) = ADU Development Impact Fee. For JADUs: JADUs that are permitted and contained within the existing square footage of a single-family residence shall not be subject to Citywide Development Impact Fees. However, JADUs that are part of new construction or are constructed as part of an addition to a single-family residence shall be subject to Development Impact Fees at the same rate as a single-family residence.

4 DU = Dwelling Unit; BSF = Building Area Square Foot.

RESOLUTION NO. R-2024-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING UPDATED DEVELOPMENT IMPACT FEES PURSUANT TO CONSTRUCTION COST INDEX TO FINANCIALLY MITIGATE IMPACTS TO TRAFFIC AND TRANSPORTATION INFRASTRUCTURE, STREETScape INFRASTRUCTURE AND SEWER FACILITIES IN THE TRANSIT ORIENTED DEVELOPMENT AREA

WHEREAS, the continuing growth of the City of Placentia ("City), combined with the expectation of high-quality services by persons who live and work in the City, and reductions by the State of California in property tax allocations to local governments have been catalysts for the review of the City's existing and future public facilities and services made necessary by new development;

WHEREAS, pursuant to Government Code Section 66000 *et seq.*, ("Mitigation Fee Act") the City is empowered to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development in the City;

WHEREAS, the proposed fees are based upon the information contained in a document and addendum prepared by City staff and SCI Consulting Group ("SCI") entitled "Development impact Fees Nexus Study for the Transit Oriented Development Area" dated June 2017 ("the TOD Development Impact Fee Nexus Study Report") and also dated April 2023 ("the updated Development Impact Fee Nexus Study Report") as it relates to updating sewer facilities fees in the Transit Oriented Development area;

WHEREAS, detailed descriptions of each of the facilities, their approximate location, size, approximate time of availability and their estimated costs are set forth in the TOD Development Impact Fee Nexus Study Reports;

WHEREAS, a copy of the TOD Development Impact Fee Nexus Study Reports are on file in the City Clerk's office and have been made available for public review in accordance with state law, as more fully described below;

WHEREAS, the Development Impact Fee Nexus Study Reports comply with California Government Code Section 66001 by establishing the basis for the imposition of fees in new development. In particular, the Development Impact Fee Reports:

1. Identifies the purpose of the proposed fees;
2. Identifies the use to which the fees will be put;
3. Demonstrates a reasonable relationship between the fees' use and the types of projects on which the fees are imposed;

4. Demonstrates a reasonable relationship between the need for the public facilities and the types of developments on which the fees are imposed; and
5. Demonstrates a reasonable relationship between the amount of the fees and the cost of the public facilities or portions of the facilities attributable to the developments on which the fees are imposed;

WHEREAS, the TOD Development Impact Fee Nexus Study Reports justify the imposition of each development fee on new construction by analyzing the General Plan, assigning the costs on a fair-share basis to the various types of development, and assigning the resulting fee per dwelling unit or per building square footage, based on the anticipated burden of such new dwelling and/or development on City facilities and infrastructure and the need created by such dwelling unit and/or development for new and expanded facilities and infrastructure;

WHEREAS, the fees collected pursuant to this resolution shall be used to finance the public facilities described or identified in the Development Impact Fee Nexus Study Reports;

WHEREAS, after considering the specific projects to be funded by the development impact fees and the cost estimates contained in the TOD Development Fee Impact Nexus Study Reports, the City Council approves such projects and costs estimates and finds them reasonable as the basis for calculating and imposing the development impact fees;

WHEREAS, the projects and fee methodologies identified in the TOD Development Impact Fee Nexus Study Reports are consistent with the City's General Plan.

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby resolve as follows:

Section 1. The City Council of the City of Placentia hereby determines as follows:

A. Each owner of a lot or parcel of property within the Affected Territory, as described in Chapter 5.03 of the Placentia Municipal Code, shall pay to the City prior to the issuance of a building permit for the construction of any development project as defined therein, the following fees:

1. The Streetscape Infrastructure Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.

2. The Sewer Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.
3. The Traffic Impact Fee described in the attached Exhibit A to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit A.

B. The fees authorized by this section shall be cumulative such that each owner of a lot or property shall be charged each applicable fee, subject to any credits, deferrals, waivers and/or reductions authorized and set forth in Chapter 5.03 of the Placentia Municipal Code. Moreover, the amount of each of these fees shall not exceed the fair share of the estimated cost of constructing and/or acquiring the corresponding facilities described in the Development Impact Fee Reports. The amount of each fee shall be reviewed and revised from time to time, but not more than once annually, and shall be set by resolution of the City Council following due notice.

Section 2. Be it further resolved that any other resolutions and/or parts of any other resolution in conflict herewith are hereby repealed.

Section 3. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying the physical design, development, or construction of residences or commercial buildings or the construction of any development project. This exemption is based on CEQA Guidelines Section 15061 (b)(3), 15378(b)(4), and 15273.

Section 4. Should any section, subsection, clause or provision of this Resolution for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution, it being hereby expressly declared that this Resolution, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this Resolution be declared invalid or unconstitutional.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution.

Section 6. The fees adopted pursuant to this Resolution go into effect 60 days from the adoption of this Resolution, and concurrent with the effective date of this Resolution, Resolution No. R-2023-21 shall be repealed and replaced with this Resolution.

PASSED, ADOPTED AND APPROVED THIS 16th day of April 2024

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of April 2024 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT "A"

TO RESOLUTION NO. R-2024-21

City of Placentia TOD Area Development Impact Fee Schedule

Summary of TOD Area Development Impact Fees

Land Use Category	Unit 1	TOD Traffic Impact Fee	TOD Sewer Impact Fee	TOD Streetscape Impact Fee	Total TOD Impact Fees 2
Single Family Detached Housing 3	DU	\$2,477.52	\$10,516.14	\$8,196.24	\$21,189.90
Single Family Attached Housing 3	DU	\$2,477.52	\$7,594.62	\$6,654.45	\$16,726.59
Multi-Family Housing 3	DU	\$1,536.24	\$6,425.79	\$7,546.89	\$15,508.92
Mobile Homes 3	DU	\$1,461.87	\$6,425.79	\$6,001.77	\$13,889.43
Retail/Commercial	BSF	\$2.59	\$5.84	\$6.99	\$15.42
Office	BSF	\$3.70	\$8.76	\$8.37	\$20.81
Industrial	BSF	\$1.44	\$3.50	\$5.49	\$10.43

Notes:

1 DU = Dwelling Unit; BSF = Building Area Square Foot.

2 A fee credit must be given for demolished existing housing units or nonresidential building square footage as part of a redevelopment project.

3 Applicable Citywide Development Impact Fees for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) shall be calculated as follows: For ADUs of less than 750 square feet: None. For ADUs of 750 square feet or more on a lot containing single family dwelling(s): The product of: (full fee for single family dwellings) x (square footage of the proposed ADU / square footage of primary dwelling) = ADU Development Impact Fee. For ADUs of 750 square feet or more on a lot containing multi-family dwellings: The product of: (full fee for multi-family dwellings) x (square footage of the proposed ADU / average square footage of the multi-family units on site) = ADU Development Impact Fee.

For JADUs: JADUs that are permitted and contained within the existing square footage of a single-family residence shall not be subject to Citywide Development Impact Fees. However, JADUs that are part of new construction or are constructed as part of an addition to a single-family residence shall be subject to Development Impact Fees at the same rate as a single-family residence.

RESOLUTION NO. R-2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING UPDATED CITYWIDE RESIDENTIAL AFFORDABLE HOUSING IMPACT FEES PURSUANT TO CONSTRUCTION COST INDEX FOR RESIDENTIAL DEVELOPMENTS CITYWIDE

WHEREAS, to implement the affordable housing goals, policies and programs of the City's Housing Element, the City Council has considered and adopted an affordable housing ordinance that, among other things, authorizes the imposition of residential affordable housing impact fees for certain residential development projects to mitigate the impact of such projects on the need for affordable housing in the City (the "Affordable Housing Ordinance");

WHEREAS, to ensure that future development projects mitigate their impact on the need for affordable housing in Placentia, and to ensure that any adopted residential affordable housing impact fees do not exceed the actual affordable housing impacts attributable to the development projects to which the fees relate, the City caused to be prepared a nexus study which was adopted in 2017;

WHEREAS, the "Residential Nexus Study", dated September 2017 (the Nexus Study"), prepared by Keyser-Marston Associates, Inc., quantifies the impacts of new market-rate units on the need for affordable housing in the city and the justified residential affordable housing impact fees to mitigate those impacts;

WHEREAS, the Nexus Study uses widely applied, appropriate methodology to determine the maximum amount needed to fully mitigate the need for affordable housing created by residential development;

WHEREAS, to ensure that development projects remain economically feasible, the recommended residential affordable housing impact fees as shown in the attached Exhibit A do not exceed the justified fees needed to mitigate the actual affordable housing impacts attributable to the development projects to which the fees relate, as determined by the Nexus Study;

WHEREAS, the Affordable Housing Ordinance and Title 5 of the Placentia Municipal Code authorizes the City Council to adopt by resolution residential affordable housing impact fees, and update said fees, and the City Council desires to do so;

WHEREAS, the Affordable Housing Ordinance authorizes the City Council to adopt by resolution a fee for processing applications for waivers from or modifications to the residential affordable housing impact fees, and the City Council desires to do so;

WHEREAS, at least ten days prior to the date this resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required

to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service, including general fund revenues, in accordance with Government Code Section 66019;

WHEREAS, at least fourteen days prior to the date this resolution is being heard, notice was provided to any persons or organizations who had requested notice, in accordance with Government Code Section 66019;

WHEREAS, notice of the hearing on the proposed fee was published twice in the manner set forth in Government Code Section 6062a as required by Government Code Sections 66004 and 66018; and

WHEREAS, the City Council has reviewed the information contained in this Resolution and the accompanying staff report and any attachments at a meeting held on April 16, 2024.

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby resolve as follows:

Section 1.

1. The foregoing recitals are true and correct and incorporated into this Resolution by this reference.

2. The findings of the 2017 Nexus Study have been considered and are hereby incorporated into this Resolution by this reference.

3. The facts and substantial evidence in the record establish that there is a reasonable relationship between the need for affordable housing and the impacts of the development described in the Nexus Study for which the corresponding fee is charged, and that there is also a reasonable relationship between the use of the residential affordable housing impact fee and the type of development for which the fee is charged, as is described in more detail in the Nexus Study.

4. The Nexus Study sets forth cost estimates, in 2017 dollars, that are reasonable for constructing affordable housing, and the fees expected to be generated by new development will not exceed these costs.

5. The City Council hereby adopts those residential affordable housing impact fees shown on Exhibit "A", attached hereto and incorporated by reference herein.

6. All residential affordable housing impact fees collected shall be deposited into the City's Housing Impact Fee Fund to be used to increase and preserve the supply of housing affordable to households of extremely low, very low, low, and moderate incomes (including necessary administrative costs).

7. The City Council may review residential affordable housing impact fees from time to time. For any annual period during which the City Council does not review the residential affordable housing impact fee, fee amounts shall be adjusted once annually by the Development Services Director based on the percentage increase in the Engineering News-Record Construction Cost Index for Los Angeles, California.

8. The City Council finds that all of the residential affordable housing impact fees adopted pursuant to this Resolution do not exceed the actual affordable housing impacts of the development projects to which those residential affordable housing impact fees relate, as further set forth in the Nexus Study.

9. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying the physical design, development, or construction of residences or the construction of any development project. This exemption is based on CEQA Guidelines Section 15061 (b)(3), 15378(b)(4), and 15273.

Section 2. Be it further resolved that any other resolutions and/or parts of any other resolution in conflict herewith are hereby repealed.

Section 3. Should any section, subsection, clause or provision of this Resolution for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution, it being hereby expressly declared that this Resolution, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this Resolution be declared invalid or unconstitutional.

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution.

Section 5. The fees adopted pursuant to this Resolution go into effect 60 days from the adoption of this Resolution, and concurrent with the effective date of this Resolution, Resolution No. R-2023-22 shall be repealed and replaced with this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of April 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of April 2024 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT "A"

TO RESOLUTION NO. R-2024-22

City of Placentia Residential Affordable Housing Impact Fee Schedule

Project Type	Residential Affordable Housing Impact Fee Per Unit
Single Family Homes	\$8,938.25
Condominiums	\$6,384.94
Apartments	\$2,553.31

City Cost Index - Los Angeles - As of April 2024



The building and construction cost indexes for ENR's individual cities use the same components and weighting as those for the 20-city national indexes. The city indexes use local prices for portland cement and 2 X 4 lumber and the national average price for structural steel. The city's BCI uses local union wages, plus fringes, for carpenters, bricklayers and iron workers. The city's CCI uses the same union wages for laborers.

To find more recent cost index data, go to this webpage ([link below](http://www.enr.com/economics/current_costs)) and click on the link for the year you need, and then navigate to the week you need. Keep in mind that the city cost index figures are always published in the second weekly issue of the month.

http://www.enr.com/economics/current_costs

Go back to [view all City Indexes](#).

ENR COST INDEXES IN LOS ANGELES (1978-2024)

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2024	April	8570.89	+6.8	15244.84	+11.0
2024	March	8545.89	+4.6	15219.84	+9.7
2024	February	8540.45	+4.1	15214.40	+9.4
2024	January	8583.39	+3.6	15299.68	+9.4
2023	December	8541.63	+7.3	15257.92	+11.7
2023	November	8585.15	+11.4	15301.44	+14.1
2023	October	8582.65	+13.3	15298.94	+15.2
2023	September	8441.21	+13.8	15157.50	+15.5
2023	August	8462.97	+9.9	15179.26	+13.3

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2023	July	8430.33	+7.1	15146.62	+11.6
2023	June	8396.01	+7.8	15112.29	+12.0
2023	May	8393.51	+5.3	15109.79	+10.5
2023	April	8026.15	+0.4	13729.03	+0.2
2023	March	8167.51	+6.9	13870.23	+4.0
2023	February	8205.59	+9.6	13908.31	+5.5
2023	January	8287.07	+13.6	13989.79	+7.6
2022	December	7962.07	+10.4	13664.79	+5.8
2022	November	7709.91	+7.9	13412.66	+4.4
2022	October	7575.69	+8.2	13278.44	+4.5
2022	September	7417.59	-1.2	13120.34	-0.7
2022	August	7698.55	0.0	13401.30	0.0
2022	July	7872.42	+7.6	13575.17	+4.3
2022	June	7785.90	+6.3	13488.65	+3.5
2022	May	7968.04	+9.3	13670.79	+5.2
2022	April	7995.37	+24.2	13698.12	+12.8
2022	March	7638.66	+19.0	13341.33	+10.1
2022	February	7484.16	+17.1	13186.84	+9.1
2022	January	7293.41	+14.4	12996.09	+7.6
2021	December	7208.99	+13.2	12911.66	+7.0
2021	November	7145.56	+12.2	12848.24	+6.4
2021	October	7001.54	+10.0%	12704.21	+5.3%
2021	September	7509.80	+18.1	13212.48	+9.5
2021	August	7701.02	+21.3	13403.65	+11.2

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2021	July	7314.89	+11.3	13017.52	+5.2
2021	June	7326.41	+15.3	13029.04	+8.1
2021	May	7292.66	+14.1	12995.29	+7.8
2021	April	6436.93	+0.8	12139.56	+0.7
2021	March	6416.68	+0.6	12119.31	+0.6
2021	Feb	6388.59	+0.2	12091.22	+0.4
2021	Jan	6376.34	-1.6	12078.97	-0.5
2020	Dec	6365.59	0.0	12068.22	+0.3
2020	Nov	6368.59	0.1%	12071.22	0.4%
2020	Oct	6364.84	+0.1	12067.47	+0.3
2020	Sept	6359.71	+0.1	12062.34	+0.3
2020	Aug	6349.32	-0.3	12051.94	+0.1
2020	July	6353.82	-1.4	12056.44	-0.5
2020	June	6353.05	-1.5	12055.68	-0.5
2020	May	6389.86	-1.2	12056.03	-0.6
2020	April	6387.36	-0.7	12053.53	-0.4
2020	March	6377.01	+1.6	12043.18	+0.8
2020	Feb	6376.73	+0.2	12042.90	+0.1
2020	Jan	6478.32	+2.1	12144.49	+1.1
2019	Dec	6368.01	+0.3	12034.19	+0.2
2019	Nov	6359.40	+0.3	12025.57	+0.2
2019	Oct	6360.90	+0.3	12027.07	+0.1
2019	Sept	6355.27	+0.3	12021.45	+0.2

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2019	Aug	6371.00	+0.6	12037.18	+0.3
2019	July	6446.97	+2.0	12113.16	+1.1
2019	June	6447.02	+2.8	12113.16	+1.4
2019	May	6464.47	+3.1	12130.66	+1.6
2019	April	6453.22	+2.9	12119.41	+1.5
2019	Mar	6277.68	+0.1	11943.60	+0.1
2019	Feb	6361.93	+1.5	12027.85	+0.8
2019	Jan	6345.43	+1.2	12011.35	+0.6
2018	Dec	6345.93	+1.2	12011.85	+0.6
2018	Nov	6340.43	+1.1	12006.35	+0.6
2018	Oct	6343.43	+1.2	12009.59	+0.6
2018	Sept	6336.58	+0.7	12002.50	+0.4
2018	Aug	6334.33	+0.6	12000.25	+0.3
2018	July	6319.58	+2.7	11985.50	+3.0
2018	June	6274.33	+2.1	11940.25	+2.6
2018	May	6269.90	+2.0	11935.82	+2.6
2018	Apr	6269.90	+1.9	11935.82	+2.5
2018	Mar	6269.90	+3.4	11935.82	+3.3
2018	Feb	6269.90	+3.4	11935.82	+3.3
2018	Jan	6269.90	+3.4	11935.82	+3.3
2017	Dec	6269.90	+3.4	11935.82	+3.3
2017	Nov	6269.90	+3.8	11935.82	+3.6
2017	Oct	6269.90	+3.9	11935.82	+3.6
2017	Sept	6294.40	+6.9	11960.32	+7.0

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2017	Aug	6296.40	+7.4	11962.32	+7.2
2017	Jul	6151.01	+4.9	11636.49	-0.0
2017	Jun	6147.89	+5.0	11636.49	+4.4
2017	May	6147.89	+4.9	11636.49	+4.4
2017	Apr	6153.85	+4.9	11642.47	+4.3
2017	Mar	6066.40	+3.4	11555.03	+3.6
2017	Feb	6066.40	+3.6	11555.03	+3.7
2017	Jan	6066.40	+4.2	11555.03	+4.0
2016	Dec	6066.40	+4.1	11555.03	+3.9
2016	Nov	6038.41	+3.7	11527.02	+3.7
2016	Oct	6037.41	+3.6	11526.02	+3.6
2016	Sep	5886.63	+1.0	11178.02	+0.5
2016	Aug	5863.14	+2.50	11154.53	+1.60
2016	Jul	5863.64	+2.60	11155.03	+1.60
2016	Jun	5856.89	+2.40	11148.28	+1.50
2016	May	5858.89	+2.20	11150.28	+1.40
2016	Apr	5867.64	+02.40	11159.03	+1.50
2016	Mar	5866.39	+2.30	11157.78	+1.50
2016	Feb	5855.40	+2.00	11146.70	+1.30
2016	Jan	5823.91	+1.50	11115.28	+1.10
2015	Dec	5825.91	+2.10	11117.28	+3.40
2015	Nov	5826.71	+2.00	11116.01	+3.30
2015	Oct	5838.19	+2.50	11628.27	+8.20

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2015	Sep	5831.47	+2.50	11120.77	+3.60
2015	Aug	5718.09	+0.50	10981.02	+2.30
2015	Jul	5718.09	0.00	10981.02	0.00
2015	Jun	5718.09	-0.25	10981.02	-0.13
2015	May	5732.34	0.00	10995.27	0.00
2015	Apr	5725.59	+0.7	10988.52	+2.4
2015	Mar	5732.34	+0.9	10995.27	+2.5
2015	Feb	5740.6	3.1	11003.54	2.5
2015	Jan	5736.07	3	10999	2.5
2014	Dec	5698.75	2.3	10747.68	0.1
2014	Nov	5710.55	2.1	10759.68	4.3
2014	Oct	5698.75	2.1	10747.68	4.3
2014	Sep	5689.25	2.4	10738.18	4.2
2014	Aug	5688.50	2.4	10737.43	4.2
2014	Jul	5688.50	2.3	10737.43	4.2
2014	Jun	5690.50	2.4	10739.43	4.2
2014	May	5686.75	2.5	10735.68	4.2
2014	Apr	5685.75	2.6	10734.68	4.3
2014	Mar	5682.75	2.7	10731.68	4.4
2014	Feb	5565.83	0.5	10734.43	4.4
2014	Jan	5567.58	0.7	10736.18	4.5
2013	Dec	5570.08	0.9	10738.68	4.6
2013	Nov	5572.33	0.7	10740.93	4.5
2013	Oct	5580.33	0.8	11320.93	10.1

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2013	Sep	5557.48	0.5	10305.43	0.3
2013	Aug	5556.23	0.4	10304.18	0.2
2013	Jul	5558.98	1.8	10306.93	0.1
2013	Jun	5556.73	1.7	10304.68	0.1
2013	May	5550.98	1.6	10298.93	0.0
2013	Apr	5541.23	1.7	10289.18	0.0
2013	Mar	5535.98	1.6	10283.93	0.0
2013	Feb	5536.98	2.3	10284.93	1.9
2013	Jan	5528.73	2.1	10276.68	1.8
2012	Dec	5522.98	2.1	10270.93	1.8
2012	Nov	5534.23	2.3	10282.18	1.9
2012	Oct	5535.23	2.4	10283.18	2.0
2012	Sep	5532.23	2.5	10280.18	2.0
2012	Aug	5532.60	2.5	10280.55	2.0
2012	Jul	5461.22	1.4	10295.55	2.3
2012	Jun	5465.22	1.7	10299.55	2.5
2012	May	5465.72	1.8	10300.05	2.5
2012	May	5465.72	1.8	10300.05	2.5
2012	Apr	5450.97	1.6	10285.30	2.4
2012	Mar	5449.22	1.7	10283.55	2.5
2012	Feb	5414.62	1.1	10091.80	0.6
2012	Feb	5414.62	1.1	10091.80	0.6
2012	Jan	5414.62	1.7	10091.80	0.9

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2011	Dec	5411.62	1.6	10088.80	0.8
2011	Nov	5411.12	1.5	10088.30	0.8
2011	Oct	5406.12	1.6	10083.30	0.8
2011	Sep	5399.62	4.2	10076.80	1.3
2011	Aug	5398.37	3.8	10075.55	1.1
2011	Jul	5385.62	3.5	10062.80	0.9
2011	Jun	5374.12	3.5	10051.30	0.9
2011	May	5368.37	3.7	10045.55	1.0
2011	Apr	5367.37	5.9	10044.55	2.8
2011	Mar	5357.87	5.8	10035.05	2.8
2011	Feb	5354.87	5.8	10032.05	2.8
2011	Jan	5323.12	5.2	10000.3	2.4
2010	Dec	5327.12	5.3	10004.3	2.5
2010	Nov	5330.37	5.4	10007.55	2.5
2010	Oct	5321.87	5.2	9999.05	2.4
2010	Sep	5181.45	2.4	9948.55	1.9
2010	Aug	5202.09	2.8	9969.19	2.1
2010	Jul	5201.59	2.8	9968.69	2.1
2010	Jun	5195.09	2.4	9962.19	1.9
2010	May	5178.34	1.8	9945.44	1.6
2010	Apr	5068.58	-0.5	9771.69	-0.3
2010	Mar	5066.58	-0.6	9769.69	-0.3
2010	Feb	5060.58	-0.7	9763.69	-0.3
2010	Jan	5058.83	-1	9761.94	-0.5

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2009	Dec	5060.58	-1.2	9763.69	-0.6
2009	Nov	5057.83	-2.2	9760.94	-1.2
2009	Oct	5057.58	-2.6	9760.69	-1.4
2009	Sep	5062.33	0.9	9765.44	4
2009	Aug	5063.08	2	9766.19	4.5
2009	Jul	5061.33	2.1	9764.44	4.6
2009	Jun	5074.08	3.8	9777.19	5.5
2009	May	5086.83	5	9789.94	6.1
2009	Apr	5094.33	5.6	9797.44	6.4
2009	Mar	5096.08	5.7	9799.19	6.5
2009	Feb	5093.58	6	9796.69	6.7
2009	Jan	5107.83	6.3	9810.94	6.8
2008	Dec	5120.08	6.6	9823.19	7
2008	Nov	5173.08	7.8	9876.19	7.6
2008	Oct	5191.83	8.4	9894.94	7.4
2008	Sep	5014.96	4.7	9394.19	1.9
2008	Aug	4963.21	5.3	9342.44	5.4
2008	Jul	4956.46	5.2	9335.69	5.4
2008	Jun	4886.71	3.9	9265.94	4.6
2008	May	4844.71	2.3	9223.94	3.8
2008	Apr	4825.46	2.1	9204.69	3.7
2008	Mar	4820.46	2.1	9199.69	3.7
2008	Feb	4804.19	1.8	9183.42	3.5

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2008	Jan	4804.19	1.8	9183.42	3.5
2007	Dec	4802.44	1.6	9181.67	3.4
2007	Nov	4799.94	1.2	9179.17	3.2
2007	Oct	4789.42	1.5	9216.07	3.9
2007	Sep	4788.42	8.3	9215.07	7.5
2007	Aug	4712.65	6.8	8863.27	3.5
2007	Jul	4710.65	6.8	8861.27	3.5
2007	Jun	4704.15	7	8854.77	3.6
2007	May	4738.2	7.6	8888.82	3.9
2007	Apr	4724.2	7.3	8874.82	3.7
2007	Mar	4722.47	7.3	8873.09	3.8
2007	Feb	4719.97	7.1	8870.59	3.6
2007	Jan	4720.47	6.7	8871.09	3.5
2006	Dec	4728.35	7.1	8878.97	3.6
2006	Nov	4742.45	8	8893.07	4.1
2006	Oct	4717.7	8.3	8868.32	4.3
2006	Sep	4421.91	2	8572.47	1
2006	Aug	4419.66	4.1	8570.22	3.5
2006	Jul	4412.66	3.7	8563.22	3.3
2006	Jun	4396.16	3.1	8546.72	3
2006	May	4402.99	4	8553.55	3.5
2006	Apr	4404.74	4.1	8555.3	3.5
2006	Mar	4401.74	4.8	8552.3	3.9
2006	Feb	4407.74	4.9	8558.3	3.9

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2006	Jan	4422.86	6.4	8573.42	4.6
2005	Dec	4416.86	6.3	8567.42	4.6
2005	Nov	4389.61	5.9	8540.17	4.4
2005	Oct	4355.29	5.4	8505.85	4.1
2005	Sep	4334.64	4.9	8485.2	3.9
2005	Aug	4244.74	4.5	8277.95	5.4
2005	Jul	4256.74	5.1	8289.95	5.7
2005	Jun	4266.07	5.3	8299.28	5.8
2005	May	4233.98	5.6	8267.19	5.9
2005	Apr	4233.42	6.3	8266.63	6.3
2005	Mar	4200.5	6.6	8233.71	6.5
2005	Feb	4202.5	7.9	8235.71	7.1
2005	Jan	4156.27	8.1	8193.21	8.8
2004	Dec	4155.2	8	8192.14	8.8
2003	Dec	3847.3	1.6	7531.77	1.7
2002	Dec	3787.76	2.5	7402.75	2.4
2001	Dec	3694.24	0.4	7226.92	2.3
2000	Dec	3680.26	2.5	7068.04	3.6
1999	Dec	3591.01	-0.7	6825.97	-0.4
1998	Dec	3617	1.6	6851.95	2.8
1997	Dec	3560.53	3.9	6663.55	1.6
1996	Dec	3426.7	0	6558.44	0.5
1995	Dec	3427.26	0.2	6526.22	-0.1

YEAR	MONTH	BCI	%CHG	CCI	%CHG
1994	Dec	3420.42	2.6	6532.95	0.9
1993	Dec	3334.43	4.2	6477.84	2
1992	Dec	3198.66	3.3	6348.55	4.2
1991	Dec	3097.83	2.6	6090.12	1.6
1990	Dec	3020.51	5.8	5994.55	3.5
1989	Dec	2855.26	0.1	5789.77	0.3
1988	Dec	2851.67	1.2	5770.84	5.4
1987	Dec	2816.48	1.9	5474.14	0.4
1986	Dec	2762.63	3.7	5452.2	0.1
1985	Dec	2664.58	-2.3	5446.69	3.6
1984	Dec	2726.44	5.4	5259.93	3.9
1983	Dec	2586.58	1.8	5063.89	2.6
1982	Dec	2540.67	5.6	4934.14	8.9
1981	Dec	2405.22	5.9	4530.96	10.4
1980	Dec	2272.26	10	4102.37	12.7
1979	Dec	2065.79	4.9	3638.81	6.4
1978	Dec	1969.77	8.9	3421.25	8.2

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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 16, 2024

SUBJECT: ZONING CODE AMENDMENT (ZCA) NO. 2024-01 TO AMEND THE PLACENTIA MUNICIPAL CODE (PMC) CHAPTER 23.111 REGARDING AMORTIZATION OF USES AND PRESERVATION OF PROPERTY RIGHTS RELATED TO LEGAL NON-CONFORMING USES; AND, TO AMEND THE PLACENTIA MUNICIPAL CODE TO OMIT CHAPTER 23.37 TITLED "SF-C SANTA FE-COMMERCIAL DISTRICT" AND TO MAKE CONFORMING AMENDMENTS TO THE PLACENTIA MUNICIPAL CODE CHAPTER 23.08, CHAPTER 23.82, CHAPTER 23.90, AND CHAPTER 22.24 OMITTING REFERENCES TO THE "SF-C SANTA FE-COMMERCIAL DISTRICT"

FISCAL
IMPACT: NONE

SUMMARY:

On February 6, 2024, City Council adopted General Plan Amendment No. GPA 2023-01 and conducted first reading of Ordinance O-2024-01 related to Zone Change No. ZCA 2023-01. This action expanded the TOD land use designation and TOD zone by approximately 14.5 acres. As a part of the February 6, 2024 action, City Council directed Staff to amend PMC Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone, including the expanded TOD Zone. Staff was directed to work with the City Attorney to prepare an ordinance amending Chapter 23.111 to clarify that intent, and to return at the earliest opportunity. Secondly, Staff has initiated an amendment to the Placentia Municipal Code (PMC) to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code.

RECOMMENDATION:

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

1. Open the public hearing concerning Zoning Code Amendment (ZCA) No. 2024-01; and
2. Receive the Staff report, consider all Public Testimony, ask any questions of Staff, and
3. Close the public hearing; and

2.C.
April 16, 2024

4. Find that approval of Zoning Code Amendment (ZCA) No. 2024-01 is exempt from environmental review and direct Staff to file a Notice of Exemption, pursuant to CEQA Section 15061(b)(3); and
5. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2024-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "Sf-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

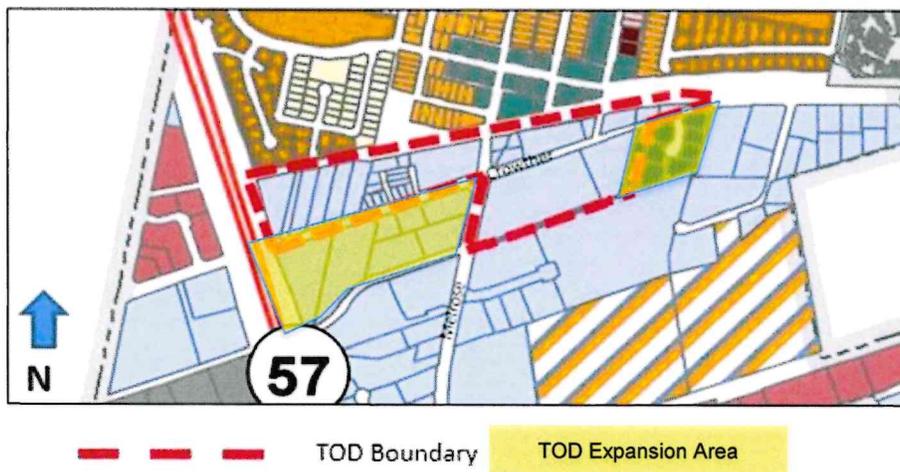
STRATEGIC PLAN STATEMENT:

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

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item is related to a Zoning Code Amendment which will result in the creation of opportunities for the development of more housing in the City, including a mix of housing at various price points.

BACKGROUND:

On February 6, 2024, City Council adopted General Plan Amendment No. GPA 2023-01 and Zone Change No. ZCA 2023-01. This action expanded the TOD land use designation and TOD zone by approximately 14.5 acres as shown below:



When City Council approved GPA 2023-01 and conducted first reading of Ordinance O-2024-01 related to ZCA 2023-01 on February 6, 2024, they gave additional direction to Staff related to the item. As part of their action, City Council directed staff to amend PMC Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone, including the expanded TOD Zone. City Council direction included the intent that existing uses be entitled to continue in accordance with PMC Chapter 23.84 (Nonconforming Uses and Buildings) and retaining the secondary use rights set forth in PMC Chapter 23.111.060(c). Staff was directed to work with the City Attorney to prepare an ordinance amending Chapter 23.111 to clarify that intent, and to return at the earliest opportunity.

In 2017, the Old Town Placentia Revitalization Plan and Old Town (OT) Zoning standards were adopted. Most of what is now zoned OT used to be zoned Santa Fe-Commercial (SF-C). As part of ZCA 2024-01, Staff proposes omitting the SF-C language throughout the Municipal Code.

DISCUSSION:

ZCA 2024-01 has been prepared to address the February 6, 2024 City Council direction related to the TOD Zone and address Code consistency issues unrelated to the TOD Zone:

TOD Zone

ZCA 2024-01 would amend the Placentia Municipal Code (PMC) Chapter 23.111 as it relates to amortization of uses and preservation of property rights related to legal non-conforming uses. On February 6, 2024, City Council directed Staff to amend PMC Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone, including the expanded TOD Zone. City Council direction included the intent that uses existing under the previous zoning be entitled to continue in accordance with PMC Chapter 23.84 (Nonconforming Uses and Buildings). City Council direction also included the intent that property owners retain the secondary use rights set forth in PMC Chapter 23.111.060(c). As directed, Staff has prepared a Zoning Code Amendment to clarify that intent (Attachment 1, Exhibit A).

SF-C Zone

Secondly, Staff has initiated an amendment to the Placentia Municipal Code (PMC) to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code (PMC) Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District". In 2017, the Old Town Placentia Revitalization Plan and Old Town (OT) Zoning standards were adopted. Most of what is now zoned OT used to be zoned Santa Fe-Commercial (SF-C). As part of ZCA 2024-01, Staff proposes omitting the SF-C language throughout the Municipal Code. No properties in the City of Placentia are now zoned SF-C, therefore Staff proposes omitting this from the City's list of Zones and omitting all references to the SF-C (Attachment 1, Exhibit B).

CEQA:

In accordance with the California Environmental Quality Act (CEQA) and State and local Environmental Guidelines, Staff and the City of Placentia Planning Commission recommend that City Council adopt a Common Sense Exemption pursuant to Section 15061 (b)(3) of the State CEQA Guidelines in that the proposed project (Zoning Code Amendment) will not result in changes to the existing physical environment, and the physical environment will not be modified as a result of its adoption. Upon City Council adoption of a finding of a Common Sense exemption, a Notice of Exemption will be filed.

Recommending Body Determination

On March 12, 2024, the Planning Commission conducted a Public Hearing regarding Zoning Code Amendment (ZCA) No. 2024-01 and recommended approval of the Staff recommended actions to City Council. It should also be noted that as of April 9, 2024, Staff has received one comment letter in support of the ZCA, attached.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2024-04
 - a. Exhibit A: Revisions to PMC related to Chapter 23.111.060 (TOD)
 - b. Exhibit B: Revisions to PMC related to SF-C
2. Correspondence Received

ORDINANCE NO. O-2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT APPROVAL OF ZONING CODE AMENDMENT NO. 2024-01 IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA SECTION 15061(B)(3) AND APPROVING ZONING CODE AMENDMENT NO. 2024-01 AMENDING THE PLACENTIA MUNICIPAL CODE, CHAPTER 23.111 REGARDING AMORTIZATION OF USES AND PRESERVATION OF PROPERTY RIGHTS RELATED TO LEGAL NON-CONFORMING USES; AND, TO AMEND THE PLACENTIA MUNICIPAL CODE TO OMIT CHAPTER 23.37 TITLED “SF-C SANTA FE-COMMERCIAL DISTRICT” AND TO MAKE CONFORMING AMENDMENTS TO THE PLACENTIA MUNICIPAL CODE CHAPTER 23.08, CHAPTER 23.82, CHAPTER 23.90, AND CHAPTER 22.24 OMITTING REFERENCES TO THE “SF-C SANTA FE COMMERCIAL DISTRICT”

City Attorney’s Summary

This Ordinance would result in an amendment to the Placentia Municipal Code Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone; and would amend the Placentia Municipal Code to omit Chapter 23.37 titled “SF-C Santa Fe-Commercial District” and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 omitting references to the “SF-C Santa Fe Commercial District”

WHEREAS, the City of Placentia wishes to amend 23.111 of the Placentia Municipal Code as it relates to amortization and the treatment of existing uses within the TOD Zone and wishes to amend the Placentia Municipal Code to omit Chapter 23.37 titled “SF-C Santa Fe-Commercial District” and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 omitting references to the “SF-C Santa Fe-wishes to Commercial District”; and

WHEREAS, on March 12, 2024, the Planning Commission of the City of Placentia conducted, and concluded a duly public hearing, as required by law, to review and take action on Zoning Code Amendment (ZCA) No. 2024-01, at which time it considered all evidence presented, whether written or oral. The Planning Commission recommended that the City Council of the City of Placentia adopt a “Common Sense” exemption under Section 15061 (b)(3) of the State CEQA Guidelines and the City of Placentia Environmental Guidelines regarding Zoning Code Amendment (ZCA) No. 2024-01; and

WHEREAS, on April 16, 2024, the City Council of the City of Placentia conducted, and concluded a duly public hearing, as required by law, to review and take action on Zoning Code Amendment (ZCA) No. 2024-01, at which time it considered all evidence presented, whether written or oral; and

WHEREAS, the City of Placentia provided notice of the City Council’s public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030; and

WHEREAS, all other prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In all respects as set forth in the Recitals of this Ordinance.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. CEQA. The City Council certifies that the City has complied with all requirements of the California Environmental Quality Act and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations (“CCR”) Section 15000 et. seq., Public Resources Code Section 21000 et. seq. and the City of Placentia Environmental Guidelines, and the City Council finds as follows: Regarding project no. Zoning Code Amendment (ZCA) No. 2024-01, in accordance with the California Environmental Quality Act (CEQA) and State and local Environmental Guidelines, the City of Placentia City Council hereby adopts a Statutory Exemption from CEQA pursuant to the “Common Sense” exemption under Section 15061 (b)(3) of the State CEQA Guidelines, which states: “A project is exempt from CEQA if: the activity is covered by the Common Sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

SECTION 4. The City Council hereby approves Zoning Code Amendment (ZCA) No. 2024-01 amending the text of a portion of the Placentia Municipal Code as follows:

- a. Approve an amendment to the Official Zoning Code, Title 23 of the Placentia Municipal Code of the City of Placentia, attached hereto as Exhibit “A” (Zoning Code Amendment 2024-01) and incorporated herein by this reference, whereby Chapter 23.111 is amended regarding amortization of uses and preservation of property rights related to legal non-conforming uses.

- b. Approve an amendment to the Placentia Municipal Code of the City of Placentia, attached hereto as Exhibit “B” (Zoning Code Amendment 2024-01) and incorporated herein by this reference, whereby the Placentia Municipal Code is amended to omit Chapter 23.37 titled “SF-C Santa Fe-Commercial District” and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the “SF-C Santa Fe-Commercial District”.

SECTION 5. The City Council finds, in accordance with the requirements of Chapter 23.96 (“Amendments”) of the Placentia Municipal Code, that the proposed amendments to the Municipal Code will not be detrimental to the health, safety or general welfare of the persons residing or working within the city, and that it will not be injurious to property or improvements within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 6. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 7. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on April 16th, 2024.

PASSED, APPROVED AND ADOPTED this 7th day of May 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 16th day of April 2024, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 7th day of May 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAINED: Councilmembers:

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Attachments:

Exhibit A: Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) revising Chapter 23.111.060 related to amortization of uses and preservation of property rights related to legal non-conforming uses.

Exhibit B: Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) omitting Chapter 23.37 titled "Sf-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

EXHIBIT "A"

Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) revising Chapter 23.111.060 related to amortization of uses and preservation of property rights related to legal non-conforming uses

§ Chapter 23.111.060 ~~Amortization and e~~Existing uses.

~~(a) In order to preserve private property rights, all legal uses, buildings or structures in existence immediately preceding the effective date of the ordinance codified in this chapter, may be continued to operate as a legal nonconforming use, building or structure. **The definitions for Nonconforming Use and Nonconforming Building, as well as the provisions of sections 23.84.010 and 23.84.020, shall be applicable to the TOD zone.**~~

~~(b) Five (5) years after the effective date of the ordinance codified in this chapter, the property may be sold or transferred and the legally nonconforming use, building, or structure may continue in the following circumstances:~~

~~(1) The business/property is transferred from a parent to his/her child, from a child to his or her parent as defined in Chapter **23.04** of the municipal code.~~

~~(2) The business/property is transferred from an owner to his or her employee(s) such that the ownership does not change as defined in Chapter **23.04** of the municipal code.~~

~~(c) Notwithstanding the foregoing, five (5) years after the effective date of the ordinance codified in this chapter, the exception set forth in subsection **(b)** shall only apply if:~~

~~(1) The same use in existence as of five (5) years from the effective date of the ordinance codified in this chapter will continue to operate.~~

~~**(b) If the primary use of the business/property (not accessory uses), remains unchanged, then the secondary uses may change. Secondary uses are defined in the definitions section of this chapter. Secondary uses may also be “accessory uses” as defined in Chapter 23.04 of the PMC and which means “a use incidental, appropriate, subordinate and devoted exclusively to the main use of the lot or building”;** and~~

~~**(2-1) The building or structure is not modified or expanded; and**~~

~~**(3-2) The use, building or structure is not abandoned or discontinued for twelve (12) months or more.**~~

~~**(d c) The provisions of this section shall not apply to the Packing House, located at 341 S. Melrose Street, identified in the California Register of Historical Resources as eligible for designation as a historic resource. Due to its historical significance and the additional costs associated with bringing a historic resource that requires adaptive reuse into compliance with the TOD standards, the Packing House is exempt from amortization requirements as set forth herein.**~~

~~(e) The city shall give notice to all property owners of properties within the TOD regarding this chapter in the following manner:~~

~~(1) Within one hundred eighty (180) days of adoption of the ordinance codified in this chapter;~~

~~(2) Within three (3) years after adoption of the ordinance codified in this chapter; and~~

~~(3) At least four (4) years after adoption of the ordinance codified in this chapter.~~

~~Failure to provide any of the notices above shall not prevent the city from enforcing the requirements of this chapter.”~~

EXHIBIT "B"

Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) omitting Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District"

~~§ 23.37 “SF-C” — Santa Fe Commercial District.~~

~~§ 23.37.010 Purpose.~~

~~The “Santa Fe Commercial” district shall be the mechanism to enhance and promote the economic revitalization of Placentia’s original business district. Goals of the district are:~~

- ~~(1) Promote the use of architectural design consistent with the city’s historical and cultural heritage as evidenced in the area’s building and improvements.~~
- ~~(2) Foster civic pride in the area and thereby stabilize and improve property values.~~
- ~~(3) Encourage new uses and services to locate in the area.~~
- ~~(4) Prohibit those uses which are not compatible with the historic and commercial character of the district.~~
- ~~(5) Encourage the concept of “mixed” commercial and residential uses in order to foster a greater sense of community within the district.~~

~~§ 23.37.020 Boundaries.~~

~~The “Santa Fe Commercial” district shall include all those properties shown on Exhibit 1 of the ordinance codified in this chapter.~~

~~§ 23.37.030 Permitted Uses.~~

~~Permitted uses in the “SF-C” zone shall consist of businesses which are conducted within a completely enclosed building, except if permitted by Sections 23.37.046 and 23.81.165. Such uses shall include:~~

- ~~(1) Apparel stores;~~
- ~~(2) Appliance stores;~~
- ~~(3) Bicycle shops;~~
- ~~(4) Drugstores;~~
- ~~(5) Food stores, including bakeries, health food establishments, candy stores, vitamin shops;~~
- ~~(6) General merchandise stores;~~
- ~~(7) Hardware stores;~~
- ~~(8) Hobby supply stores;~~
- ~~(9) Household appliance repair;~~
- ~~(10) Jewelry stores;~~
- ~~(11) Media shops, including bookstores, newsstands, video tape outlets, etc.;~~
- ~~(12) Offices including financial institutions, real estate and insurance firms, and travel agencies; offices shall remain incidental and subordinate to the intended retail use;~~
- ~~(13) Personal service establishments including barber and beauty shops, and tailors;~~
- ~~(14) Photography studios;~~
- ~~(15) Restaurants and eating places and fast food establishments excluding drive-through establishments;~~
- ~~(16) Small outdoor seating areas per Section 23.81.165;~~
- ~~(17) Sporting goods stores;~~
- ~~(18) Stationery and office supply stores;~~

- (19) Toy shops;
- (20) Variety stores;
- (21) Vehicle parts sales;
- (22) Other uses that the planning commission finds to be in accord with the purpose of this chapter and have characteristics similar to those uses in this section.

~~§ 23.37.040 Uses permitted subject to obtaining a use permit.~~

~~(a) The city recognizes that certain uses, although consistent with the purpose of the “SF-C” zone, have special characteristics which have the potential to adversely affect adjoining businesses and/or property owners. These uses shall therefore be reviewed individually pursuant to the provisions of Chapter 23.87; these uses include the following:~~

- ~~(1) Dry cleaners;~~
- ~~(2) Establishments that sell alcoholic beverages including on-sale and off-sale;~~
- ~~(3) Large outdoor seating areas per Section 23.81.165;~~
- ~~(4) Laundromat;~~
- ~~(5) Music stores;~~
- ~~(6) Pet shops;~~
- ~~(7) Poolrooms;~~
- ~~(8) Mixed residential and commercial uses provided, however, that:~~
 - ~~(A) There is or will be commercial space on the ground floor adjacent to the public right-of-way (street frontage);~~
 - ~~(B) The parcel is of adequate size and shape to ensure compliance with all code requirements (parking, setbacks, provision for trash enclosure, etc.);~~
 - ~~(C) The residential units are directly attached to or are set back a minimum of ten (10) feet from the commercial units;~~

~~Exception: If a parcel cannot accommodate a viable commercial use, the planning commission may approve only a residential use on the parcel.~~

- ~~(9) Studios including dance and music;~~
- ~~(10) Veterinary clinics (completely enclosed);~~
- ~~(11) Other uses that the planning commission finds to be in accordance with the purpose of this chapter and having characteristics similar to those uses listed in this section.~~

~~(b) In approving the use permit, the planning commission shall consider the following in addition to the findings required by Chapter 23.87: operating hours; impacts on adjacent business and/or impacts on city services; concentrations of similar uses. Also, where large assemblages of people are involved, the planning commission shall consider the ability of the operators to provide services for and control the subject number of persons.~~

~~§ 23.37.046 Outdoor sales areas.~~

~~Outdoor sales area shall be permitted within the district on a permanent basis only if at initial construction the structure(s) was originally and specifically designed to accommodate a designated outdoor sales area. Items sold in the sales area shall be clearly related to the primary commercial use.~~

~~§ 23.37.050 Development Standards.~~

- (a) Height: The maximum allowable height of any structure in the “Santa Fe Commercial” district shall be thirty (30) feet.
- (b) Setbacks: there shall be no required setbacks except adjacent to an alley, in which case no structure shall be located closer than five (5) feet to the edge of alley right-of-way.
- (c) Parking: the provisions of Chapter 23.78 shall apply to parking facilities in the “Santa Fe Commercial” district. Parking areas shall remain visibly striped, readily accessible and free from encroachment by other uses.
- (d) Signs: the provisions of Chapter 23.90 shall apply to signs in the “Santa Fe Commercial” district.
- (e) Trash: trash enclosures shall be provided per city standards on file in the building department and shall be suitably maintained for as long as the use continues.
- (f) Storage: outdoor storage shall be prohibited in the “Santa Fe Commercial” district.
- (g) All uses shall be conducted within a completely enclosed building.
- (h) No overhead doors shall be permitted along street frontages and all street doors shall be for pedestrian access only.

~~§ 23.37.060 Design guidelines.~~

~~Buildings in the “Santa Fe Commercial (SF-C)” district can be grouped into three (3) broad design categories; Main Street, Early California and Spanish Modern. The city recognizes that this district is unique and in order to encourage its continued improvement and insure compatibility, all new construction, additions or exterior modifications shall follow one of the themes listed below in subsections (1)(A) through (C) of this section.~~

~~(1) Design Themes.~~

~~(A) Main Street Theme. Key elements shall include:~~

- ~~(i) Brick facades with decorative inserts;~~
- ~~(ii) Cornices and corbels;~~
- ~~(iii) Double hung windows on the second story;~~
- ~~(iv) Display windows with raised sills (minimum two (2) feet six (6) inches from floor) along store fronts;~~
- ~~(v) Transoms;~~
- ~~(vi) Recessed entries.~~

~~(B) Early California Theme. Key elements shall include:~~

- ~~(i) Heavily textured stucco facades;~~
- ~~(ii) “Massive” wood entry doors;~~
- ~~(iii) Tile and/or rough-sawn wood for trim enhancement;~~
- ~~(iv) Brick-lined arches highlighting windows;~~
- ~~(v) Earth-tone colors.~~

~~(C) Spanish Modern Theme. Key elements shall include:~~

- ~~(i) Accent colored paint to highlight fascias, cornices, corbels, columns, window frames and storefronts;~~
- ~~(ii) Accent colored paint or decorative tile banding to highlight and wrap building facades, particularly between ground and belt level;~~
- ~~(iii) Thin tube neon lighting to accent major building elements such as fascias or top edges of building parapets;~~

~~(iv) Canopy/awnings to accentuate storefronts, entrances and windows. Second floor window awnings are specifically encouraged.~~

~~(2) Additional Requirements. All new construction, additions or exterior modifications of buildings in the "Santa Fe Commercial" district shall be subject to the following requirements:~~

~~(A) Screening: all exterior mechanical and electrical equipment and roof appurtenances shall be screened. The screen shall be designed as an integral part of the structure.~~

~~(B) Pedestrian Elements.~~

~~(i) Storefronts: entrances shall be designed and enhanced to not only add identity to the business but be easily identifiable to the public. Rear entrances shall receive the same attention and detail of design as front entrances. Storefronts shall contain large display windows.~~

~~(ii) Canopies: canopies are encouraged along zero-setback sidewalks to provide pedestrian protection and also deemphasize the long, unbroken, horizontal facade associated with zero-setback development.~~

~~(iii) Lighting: pedestrian areas shall be sufficiently lighted to promote safety and security.~~

~~(C) Landscape Elements: landscaping shall be used to enhance the design and appearance of all structures. Planters and/or planter boxes shall especially be utilized to emphasize entrances. All landscaping shall be maintained in good condition for as long as the use of any structure continues.~~

§ 23.08.010 Established.

Zoning districts are established as follows:

R-A	Residential agricultural district
R-1	Single-family residential district
R-2	Low-medium density multiple-family district
R-G	Medium density multiple-family district
R-3	High density multiple-family district
RPC	Residential planned community district
T-C	Town center district
P-V	Combining parkway vista district
C-0	Commercial office district
C-1	Neighborhood commercial district
C-2	Community commercial district
SF-C	Santa Fe commercial district
C-M	Commercial manufacturing district
M	Manufacturing district
PMD	Combining planned manufacturing district
MHP	Combining mobile home park district
O	Combining oil district
O-1	Combining oil district

PUD	Planned unit development district
SP-1	Specific Plan 1 district
SP-2	Specific Plan 2 district
SP-3	Specific Plan 3 district
SP-4	Specific Plan 4 district
SP-5	Specific Plan 5 district
SP-6	Specific Plan 6 district
SP-7	Specific Plan 7 district
SP-8	Specific Plan 8 district
TOD	Packing House district
OT	Old Town Placentia

§ 23.82.050 Location.

(a) No major or minor wireless communication facility shall be established:

(1) Within any residentially zoned or residentially designated areas of the specific plans, except upon public property that is not residential in character, including city parkland, school district property, or other public property located in a residential zoning district and provided that such communication facility is designed so as to blend in with the existing environment; or

(2) On any property that contains any legally-established residential use; or

(3) Within the ~~Santa Fe Commercial (SF-C)~~ or Town Center (T-C) zoning district; or

(4) On any property that is designated as “Historic” by the city council.

(b) Providers requesting permission to establish wireless communication facilities in the city are encouraged to find sites that are separated from residential areas to the greatest extent feasible. There shall be a minimum one hundred (100) feet of horizontal distance between any residential structure and a free-standing wireless communication facility.

(c) Major wireless communication facilities shall be encouraged to locate on properties which are located within the manufacturing (M) and commercial-manufacturing (C-M) districts.

~~§ 23.90.190 Signs in the Santa Fe commercial district.~~

~~The following regulations shall apply to all signs and outdoor advertising structures in the “SF-C” district.~~

~~(1) No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.~~

~~(2) All signs, except those provided for in Section 23.90.120, temporary signs, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated.~~

~~(3) The total sign area permitted per building frontage shall not exceed one (1) square foot per lineal foot of the building frontage on which the sign is located, subject to the following:~~

~~(A) Building frontages may not be combined to permit a large sign on any one (1) building frontage.~~

~~(B) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or nonilluminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached, except that on two-story buildings, a projecting sign may be substituted in place of the business identification sign permitted pursuant to subsection (4) of this section subject to the following:~~

~~(i) The total sign area permitted shall not exceed one (1) square foot per lineal foot of building frontage from which the sign projects.~~

~~(ii) Each face of a double-faced projecting sign may be one (1) square foot per linear foot of building frontage.~~

~~(iii) A projecting sign shall maintain a minimum distance of twelve (12) inches between the building face and the sign.~~

~~(iv) A projecting sign shall not extend more than three (3) feet from the building face.~~

~~(v) An encroachment permit shall be required, where signs extend into the public right-of-way.~~

~~(4) Business identification signs shall consist of one (1) of the following:~~

~~(A) Sandblasted wood or equivalent synthetic material;~~

~~(B) Internally illuminated individual channel letters;~~

~~(C) Nonilluminated individual letters such as die cut metal, foam or channel letters;~~

~~(D) Canopy signs;~~

~~(E) Signs painted directly on buildings except for building frontages along Santa Fe and Bradford Avenues.~~

~~(5) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:~~

~~(A) They shall be permitted only inside a window of the business to which such signs pertain;~~

~~(B) Total area occupied by said signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed;~~

~~(C) Signs shall be displayed in a neat and orderly manner;~~

~~(D) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays.~~

§ 22.24.020 Widths.

Minimum alley widths shall be as follows:

(1) Alleys only in industrial or commercial zones: Right-of-way and pavement widths shall be 28 feet.

(2) Alleys only in residential zones: Right-of-way and pavement widths shall be 20 feet.

(3) Alleys abutting various zones: Right-of-way and pavement widths shall be a minimum of 20 feet and a maximum of 28 feet. Actual width to be determined by the city engineer based on the approved land use for the abutting property.

(4) ~~Santa Fe Commercial District~~: The following alleys shall be a minimum of 15 feet in right-of-way and pavement width. The city council may increase this width upon recommendation of the city engineer where such additional width is required to improve access to abutting properties.

- (A) The alley running north and south from Chapman Avenue to Center Street between Melrose Street and Main Street;
- (B) The alley running north and south from approximately 200 feet south of Chapman Avenue to Center Street between Main Street and Bradford Avenue;
- (C) The alleys running north and south from Center Street to the alley approximately 100 feet north of Santa Fe Avenue between Melrose Street and Main Street and between Main Street and Bradford Avenue;
- (D) The alleys running north and south from Santa Fe Avenue to 100 feet north of and 100 feet south of Santa Fe Avenue between Walnut Avenue and Melrose Street;
- (E) The alleys running north and south from approximately 400 feet north of Center Street to Santa Fe Avenue between Bradford Avenue and Alta Street.

From: [Bradley D. Pierce](#)
To: [Joseph Lambert](#)
Subject: TOD zoning revisions
Date: Tuesday, March 12, 2024 9:35:15 AM

Thank you and the city for working with us to revise the portions of the TOD zoning ordinances that apply to legal nonconforming uses. Although my clients would prefer not to be included in the TOD zoning at all, the edits to the legal non-conforming use provisions, bringing TOD zoning in line with the citywide ordinances is what we needed.

We will not be appearing at the Planning Commission or City Council meetings.

Bradley D. Pierce, Esq.
PIERCE LAW FIRM
A Professional Corporation
1440 N. Harbor Blvd., Suite 900
Fullerton, California 92835
Telephone (714) 449-3333
Email: BPierce@piercefirm.com
www.piercefirm.com

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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: APRIL 16, 2024
SUBJECT: **2024 CITY TREASURER INVESTMENT REPORT UPDATE**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has assisted the City Treasurer in the preparation of the 2024 Treasury Update. The Treasurer's Report includes all investments managed by the City and investments held by trustees and an outline of the City Treasurer's goals and accomplishments for FY2023/24 and FY2024/25.

RECOMMENDATION:

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

Receive and file the 2024 Treasury Update.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal # 1: Ensure Long-term Fiscal Sustainability.

DISCUSSION:

The City Treasurer is an elected position and, by charter, is the custodian of all public funds belonging to, or under the control of, the City or any office, department, or agency thereof. As custodian of all public funds, the City Treasurer, with the cooperation and assistance of the Finance Department, receives all monies coming into local financial institutions.

To maintain a good investment program, the City Treasurer must have a good cash flow analysis of funds coming into the City, as well as funds being paid out. The Treasurer can then place the funds in various legal investments that will yield the highest return to the City over the terms of the investments.

3.a.

April 16, 2024

The City's cash and investments are in compliance with the City's investment policy which is reviewed and approved annually by the City Council. The attached report reflects the City's current investment portfolio and forecasts for 2023-2028.

Prepared by:

Reviewed and approved:

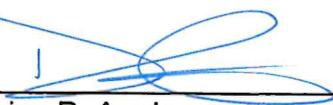


Jennifer Lampman
Director of Finance

Kevin Larson

Kevin Larson
City Treasurer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:
2024 Treasury Update PowerPoint presentation



*2024 City Treasurer's
Investment Report Update*



April 2, 2024

City Treasurer Overview

- The City Treasurer is an elected position and, by charter, is the custodian of all public funds belonging to, or under the control of, the City or any office, department, or agency thereof. As custodian of all public funds, the City Treasurer, with the cooperation and assistance of the Finance Department, receives all monies coming into local financial institutions.
- In order to maintain a good investment program, the City Treasurer must have a good cash flow analysis of funds coming into the City, as well as funds being paid out. The Treasurer can then place the funds in various legal investments that will yield the highest return to the City over the terms of the investments.
- The Treasurer independently reviews all banking and investment accounts, after which is provided a monthly report to the City Council that summarizes all cash and investment balances, investment transactions, and a reconciliation of all bank accounts.



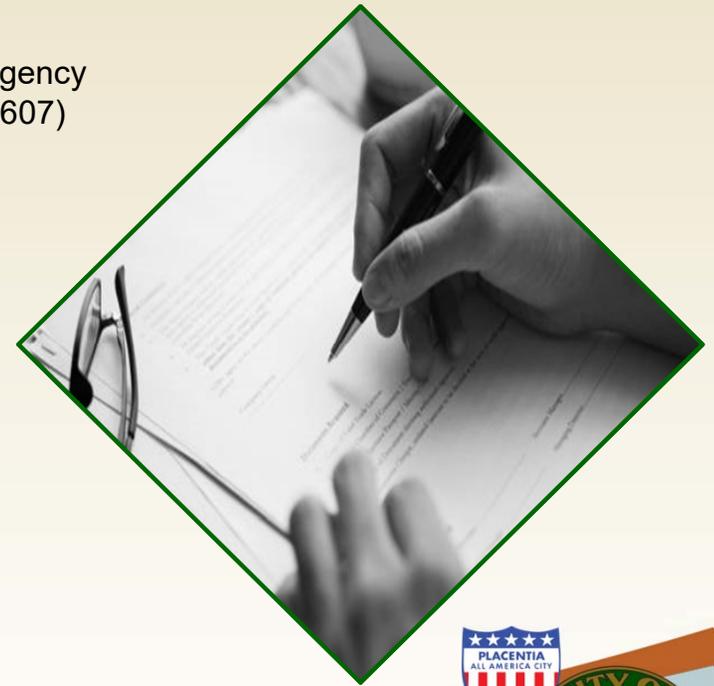
2024 Goals & Objectives

- **Goal #1: Ensure that cash and investments are secure**
 - Follow City's Investment Policy Calif. GC Sections 53600 through 53610
 - Report any sustained or repetitive non-compliance to City Council
 - Advise and develop corrective action plans in collaboration with Director of Finance
- **Goal #2: Maintain liquidity for immediate cash flow needs**
 - Monitor cash flow needs as to avoid premature investment liquidation
 - Maintain \$3-5 million in city's checking account for payables and operations
 - Transfer excess funds into money market/investment pools for higher yield
- **Goal #3: Achieve market returns and grow capital**
 - Investment review calls with investment advisor to spotlight opportunities
 - Build out a laddered portfolio to achieve higher yields and durations
 - Monitor cash flow needs to avoid liquidating investments at a loss



What are Public Agency Investment Requirements?

- ✓ Investment of Surplus :Government agencies must comply with California Government Code (GC) Section 53600
- ✓ Monthly (or quarterly) reports to the governing body outlining cash assets invested, investment types, purchases, sales, market conditions, and affirming agency projection of sufficient cash availability to meet operating needs. (GC Section 53607)
- ✓ Annual Investment Policy update (GC Section 53646)
- ✓ Compliance with GC Section 53600.3
 - ❖ Prudent Investor Standard – Safeguarding of principal and liquidity
- ✓ Compliance with GC Section 53600.5
 - ❖ Safety of Principal
 - ❖ Liquidity
 - ❖ Yield



*Requirements include but are not limited to other governmental compliance and regulatory provisions.



Permitted Investments under GC Section 53601

- Bonds issued by the local agency
- **US Treasury Notes, Bonds, Bills**
- State Treasury Notes & Bonds
- Registered Treasury Notes & Bonds of other 49 states
- Bonds of other local agencies within the state
- **Federal or US GSE's or "Agencies"**
- **Banker's Acceptance (180 days, 40%, 30%)**
- **Commercial Paper (270 days, A-1, 40%)**
- **Certificate of Deposits (30%)**
- **Repurchase Agreements (92 days, 20%)**
- Medium Term Notes (5 years, A, 30%)
- Shares of Beneficial Interest (20%)
- Trustee Held Funds (bond covenants)
- Collateralized Securities
- Mortgage-Backed Securities (20%, AA)
- **Shares of Beneficial Interest with JPA (30%)**
- Supranationals (30%, AA)
- Public Bank Securities
- **County Pool – Government Code Section 27133**
- **LAIF - Government Code Section 16429.1 (Limited)**
- **FDIC insured commercial banks and money markets**
- **Other investments as approved by board/council of agency allowable under Calif. Government Code Section 53600**



Investment Policy Compliance

INVESTMENT POLICY COMPLIANCE MATRIX

Authorized Investment Category	City's Investment Policy Compliance Requirement			Positions Held	City's current investment status...		In-Compliance	Non-Compliance
	Maximum Maturity	Max Percentage of Portfolio	Max Investment in One Issuer		Total Investment	Maximum Maturity	Max Percentage of Portfolio	Max Investment in One Issuer
US Treasury Bills, Notes and Bonds	5 years	N/A	N/A	Yes	\$ 18,936,676	5 years	60.1%	\$ 6,748,048
Federal Agency Obligations	5 years	30%	15%	Yes	\$ 5,396,504	5 years	17.1%	4.9%
Negotiable CDs/Time Deposits	5 years	30%	\$ 250,000	No	\$ -	N/A	N/A	N/A
Non-Negotiable CDs/Time Deposits	5 years	40%	\$ 250,000	Yes	\$ 3,598,420	5 years	11.4%	\$ 249,000
Money Market Funds	N/A	20%	10%	Yes	\$ 158,510	1 month	0.5%	0.5%
Passbook Savings/Demand Deposits	N/A	N/A	N/A	No	\$ -	N/A	N/A	N/A
Commerical Paper	270 days	25%	10%	No	\$ -	N/A	N/A	N/A
Bankers Acceptances	180 banker days	30%	30%	No	\$ -	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	N/A	N/A	N/A	Yes	\$ 16,572	1 month	0.1%	0.1%
Orange County Investment Pool	N/A	N/A	N/A	No	\$ -	N/A	N/A	N/A
CalTrust (JPA)	N/A	N/A	N/A	No	\$ -	N/A	N/A	N/A
Calif. Asset Mgmt Program (CAMP)	N/A	N/A	N/A	Yes	\$ 3,409,094	1 month	10.8%	10.8%
Repurchase Agreements (Repos)	1 year	30%	N/A	No	\$ -	N/A	N/A	N/A

Data as of February 29, 2024



Investment Activity (since Jan 2023)

Activity	Invest Type	Issuing Institution	Annual Yield	Face Value	Cost Basis	Duration	Purchase Date	Maturity Date
Buy	Treasury Note	US Treasury	3.90%	\$ 1,118,000	\$ 1,000,034	3.5 years	2/6/2023	7/31/2026
Buy	Fed Agency	Fed Home Loan	3.85%	\$ 1,520,000	\$ 1,497,746	4.7 years	2/6/2023	10/1/2027
Buy	Fed Agency	Fed Nat'l Mrtg	4.25%	\$ 1,635,000	\$ 1,499,935	2.4 years	2/7/2023	6/17/2025
Buy	Bank CD	BMO Harris Bk	4.60%	\$ 244,000	\$ 244,000	3.0 years	5/16/2023	5/15/2026
Buy	Bank CD	CIBC Bank USA	4.60%	\$ 244,000	\$ 244,000	3.0 years	5/16/2023	5/15/2026
Buy	Bank CD	Greenstate CU	4.80%	\$ 249,000	\$ 249,000	3.0 years	5/17/2023	5/18/2026
Buy	Bank CD	Cross River Bank	4.65%	\$ 244,000	\$ 244,000	3.0 years	5/19/2023	5/19/2026
Buy	Bank CD	Dort Financial	4.60%	\$ 247,000	\$ 247,000	3.0 years	5/24/2023	5/26/2026
Buy	Treasury Note	US Treasury	4.00%	\$ 1,500,000	\$ 1,486,021	4.4 years	1/24/2024	5/31/2028
Buy	Treasury Note	US Treasury	4.00%	\$ 1,500,000	\$ 1,504,121	4.4 years	1/24/2024	6/30/2028
Buy	Treasury Note	US Treasury	3.99%	\$ 1,000,000	\$ 1,041,581	4.7 years	1/24/2024	9/30/2028
Buy	Treasury Note	US Treasury	3.99%	\$ 1,000,000	\$ 1,049,509	4.8 years	1/24/2024	10/31/2028
Buy	Bank CD	First Bank Berne	4.15%	\$ 244,000	\$ 244,000	3.5 years	2/1/2024	8/9/2027
Matured	Treasury Note	US Treasury	2.05%	\$ 10,274,000	\$ 9,999,930	1.5 years	3/29/2022	8/31/2023
Sold 5/23	Treasury Note	US Treasury	3.90%	\$ 1,118,339	\$ 1,000,034	3.5 years	2/6/2023	7/31/2026

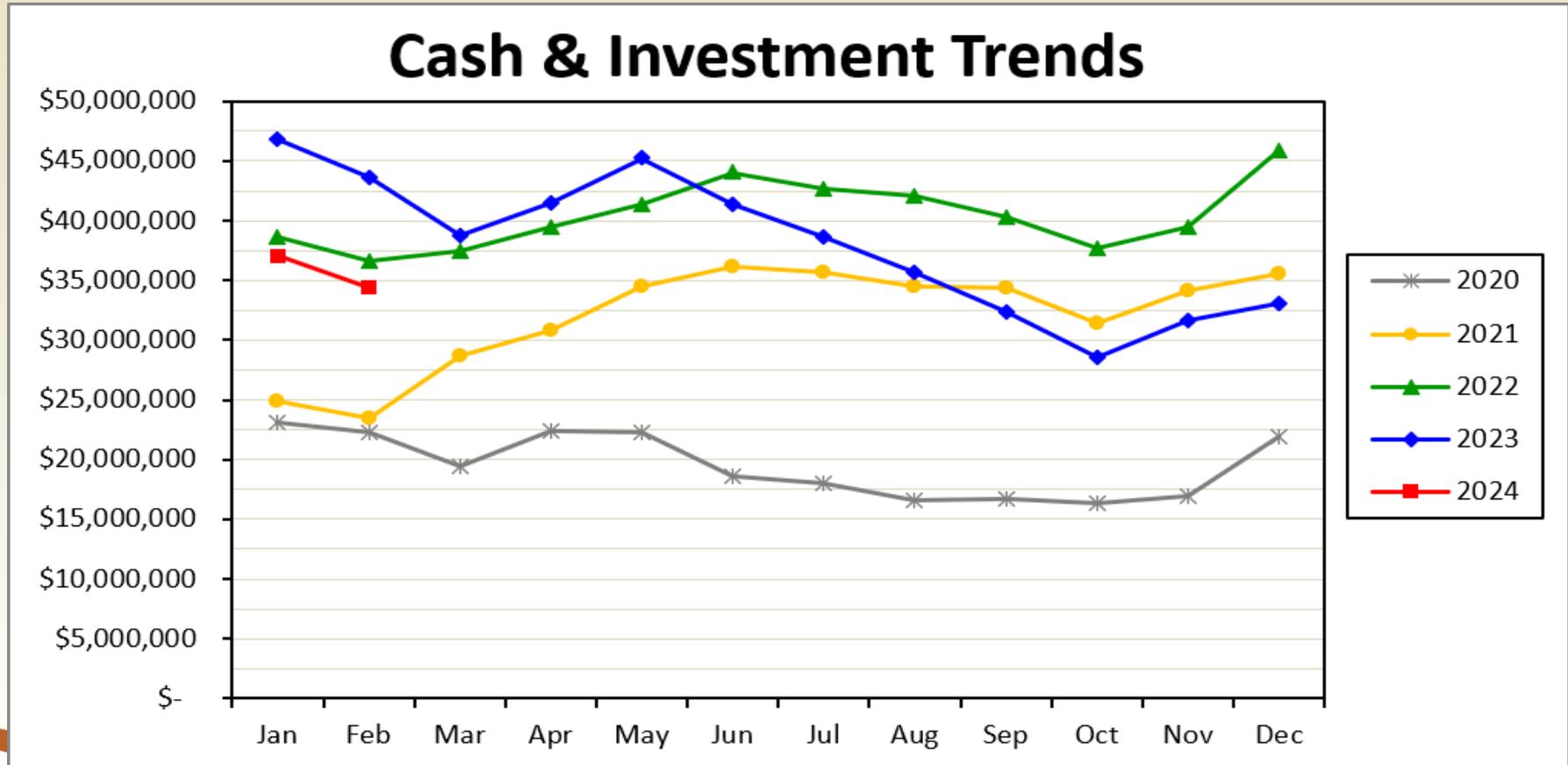


Performance Trends (Feb-2020 to Feb-2024)

	Feb-2020	Feb-2021	Feb-2022	Feb-2023	Feb-2024
Cash in Bank	\$ 4,400,420	\$ 11,876,446	\$ 12,046,164	\$ 7,892,084	\$ 2,891,066
LAIF & CAMP	\$ 17,424,907	\$ 10,093,324	\$ 22,647,767	\$ 3,560,243	\$ 3,425,666
Other Investments	\$ 493,614	\$ 1,498,923	\$ 1,934,657	\$ 32,167,673	\$ 28,090,110
Total Cash & Invests	\$ 22,318,941	\$ 23,468,694	\$ 36,628,587	\$ 43,620,001	\$ 34,406,842
# of Investments	4	5	8	25	33
CAMP Yield	N/A	N/A	N/A	4.73%	5.50%
LAIF Yield	1.91%	0.41%	0.28%	2.62%	4.12%
Other Invests Yield	2.00%	2.25%	0.84%	2.31%	2.73%
Weighted Avg Yield	1.92%	0.75%	0.32%	2.80%	3.35%
Trlg 12 mos earnings	\$ 249,664	\$ 178,534	\$ 66,858	\$ 704,125	\$ 985,535



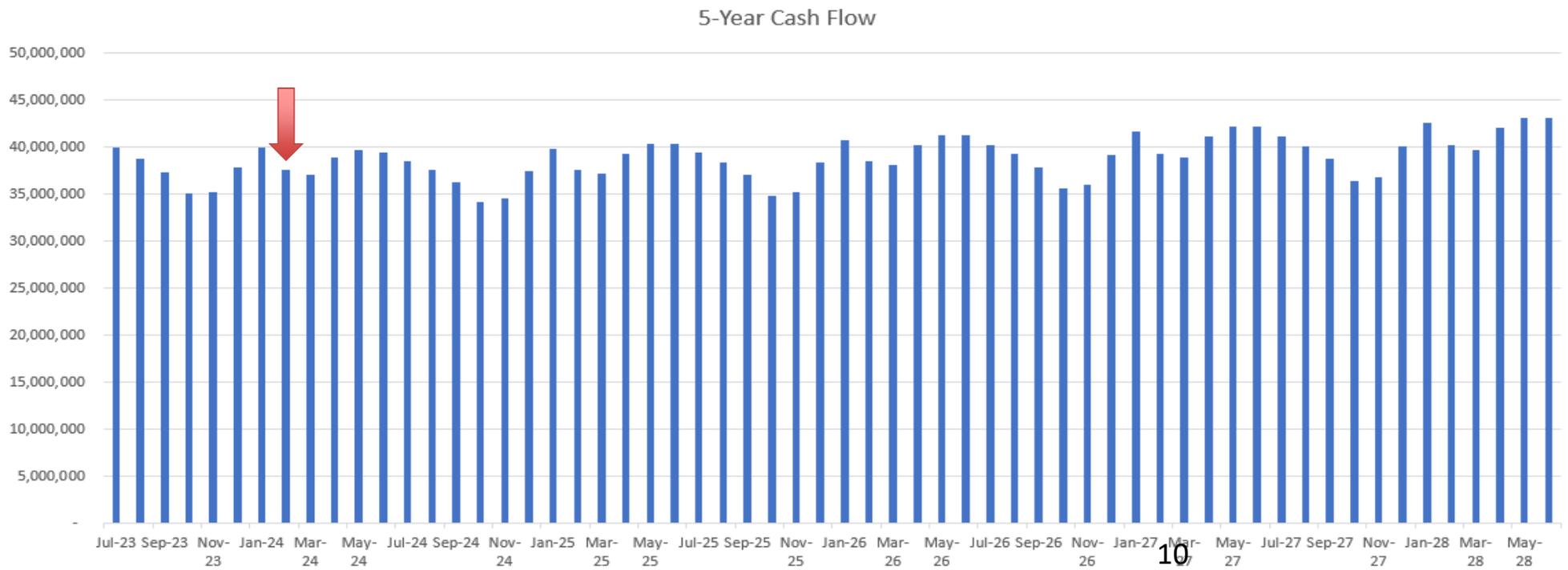
Cash & Investment Trends (2020 to 2024)



Projected Cash Balances 2023 - 2028

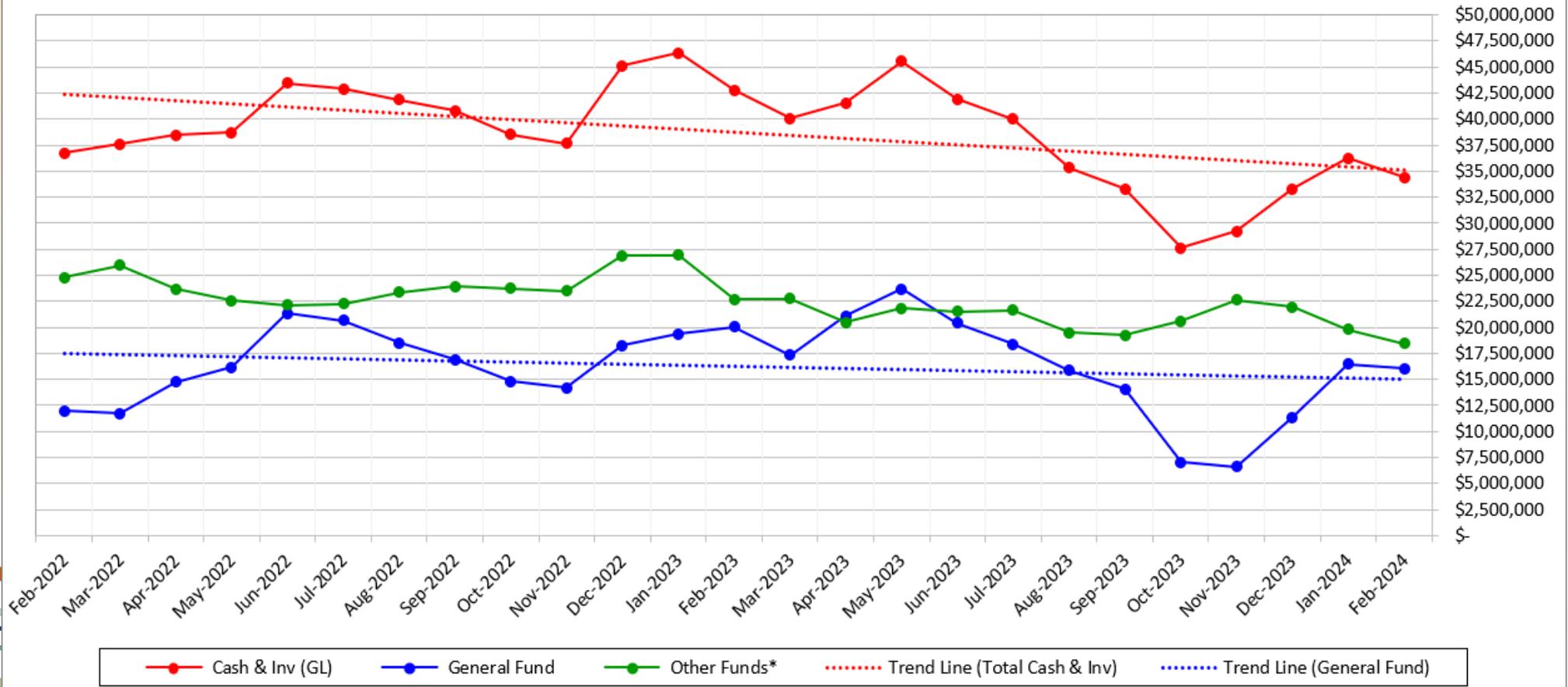


Projected Cash Balances



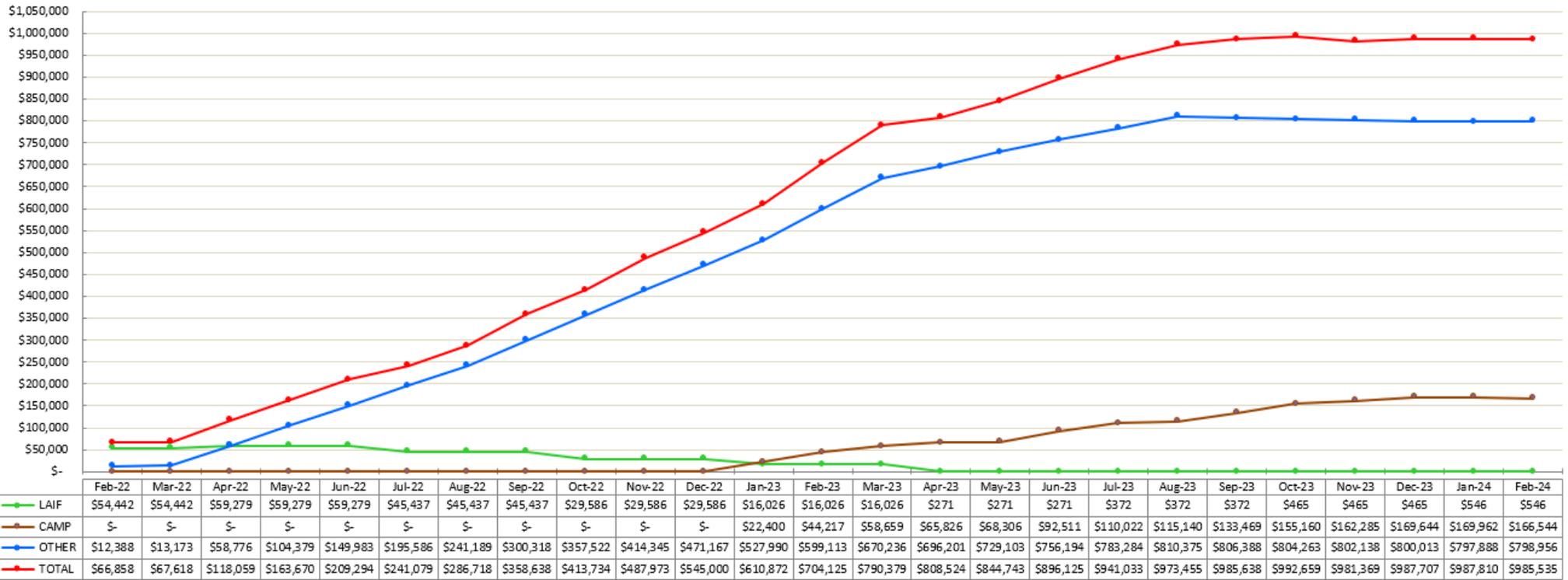
Cash by Fund Types (Feb-2022 to Feb-2024)

Available Cash by Fund Type (excl. Fiscal Agent)



Investment Earnings (Feb-2022 to Feb-2024)

Cumulative Earned Income (TTM)



Investment Yields (Feb-2022 to Feb-2024)

Investments Performance Yield



	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
LAIF	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%	1.51%	1.77%	2.01%	2.17%	2.43%	2.62%	2.83%	2.87%	2.99%	3.17%	3.31%	3.43%	3.53%	3.67%	3.84%	3.93%	4.01%	4.12%
CAMP	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.53%	4.73%	4.80%	4.97%	5.16%	5.24%	5.31%	5.52%	5.55%	5.56%	5.58%	5.55%	5.54%	5.50%
OTHER	0.06%	1.89%	1.89%	1.89%	1.89%	1.89%	1.55%	1.94%	1.94%	2.37%	2.37%	1.77%	2.31%	2.31%	2.52%	2.57%	2.25%	2.34%	1.95%	2.09%	2.64%	2.64%	2.64%	2.55%	2.73%
WAY	0.32%	1.89%	1.89%	1.89%	1.89%	1.89%	1.88%	2.40%	2.43%	2.38%	2.38%	2.92%	2.80%	2.81%	2.63%	2.66%	2.97%	2.88%	3.53%	3.59%	3.06%	3.06%	3.06%	3.48%	3.35%



2024 Next Steps

- Continue investment consultation with advisor Kosmont Services
 - Monitor cash and investment balance to maintain adequate available cash of \$3 million to \$5 million
 - Seek opportunities for new investments at highest available yield as existing investments mature or cash balances increase
 - Update 2024 Investment Policy in the July timeframe



Questions?

