Robert S. McKinnell
Ciy Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

AGENDA
October 15, 2024

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

Phone: (714) 993-8117
Email: administration@placentia.org
www.placentia.org

MAYOR JEREMY B. YAMAGUCHI
District 3

KEVIN KIRWIN
Mayor Pro Tem
District 2

RHONDA SHADER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

CHAD P. WANKE
Councilmember
District 4

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 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. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA - CLOSED SESSION
October 15, 2024
5:00 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

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.

CLOSED SESSION PROCEEDINGS:

1. Pursuant to Government Code Section 54957(b)
   CONFERENCE WITH LEGAL COUNSEL
   Public Employee Discipline/Dismissal/Release

2. Pursuant to Government Code Section 54956.9(d)(4)
   CONFERENCE WITH LEGAL COUNSEL -- Anticipated Litigation
   Potential Initiation of Litigation (1 case)

3. Pursuant to Government Code Section 54956.9(d)(1)
   CONFERENCE WITH LEGAL COUNSEL -- Existing Litigation
   Vega vs. City of Placentia; Case No. 30-2022-01255057-CU-WT-CJC

4. 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.

REGULAR MEETING AGENDA
October 15, 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 Charles Frost

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Measure U Committee Annual Report Presentation
Presenter: John Lewis, Committee Chair

Recommended Action: It is recommended that the City Council:
Receive and file.

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 MEMBER COMMENTS:

1. CONSENT CALENDAR (1.a to 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

Recommended Action: It is recommended that the City Council:
Approve.

1.b Minutes City Council/Successor/ICDA/PPFA Regular Meeting of June 18, 2024 and June 27, 2024 Special Meeting

Recommended Action: It is recommended that the City Council:
Approve.

1.c City Fiscal Year 2024-25 Registers for October 15, 2024
Check Register
Fiscal Impact: $1,113,427.09
Electronic Disbursement Register
Fiscal Impact: $2,022,131.01

Recommended Action: It is recommended that the City Council:
1. Receive and file.

1.d Award of Contract to Global Power Group, Inc. for Generator Maintenance Services

Fiscal Impact:
Expense: $ 40,000 Annual Contract Amount
$200,000 Five-Year Contract Total

Available Budget: $ 95,513 FY 2024-25 Operating Budget (103654-6290)

Recommended Action: It is recommended that the City Council:
1. Award a five-year Public Works Agreement to Global Power Group, Inc., for generator maintenance, testing and repairs in an amount not-to-exceed $200,000; and
2. Authorize the City Administrator to approve contract change orders up to 20% or $40,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.e Award of Professional Services Agreement to Charles Abbott Associates Inc., for Fats, Oils, and Grease (FOG) Program Management Services

Fiscal Impact:
Expense: $ 80,492.50 Annual Contract Amount
Budget: $ 80,493.00 FY 2024-25 Operating Budget (103593-6099)

Recommended Action: It is recommended that the City Council:
1. Approve a Professional Services Agreement with Charles Abbott Associates, Inc., for a cumulative contract amount not-to-exceed $241,477.50 for an initial three (3) year contract term, with the option to extend for one (1) additional two (2) year term; and
2. Authorize the City Administrator to approve contract amendments up to 10% of the cumulative contract amount, or $24,147.75; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

1.f Acceptance of Construction Work and Notice of Completion for the Wayfinding Signage Project Phase IV, City Project No. 24104

Fiscal Impact:
Expense: $326,472.50 Original Construction Contract
Budgeted: $500,000.00 FY 2023-24 & FY 2024-25 CIP Budget

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by Monarka Development Corporation, for construction of the Intersection Street Name Sign Project (Wayfinding Project Phase IV), City Project No. 24104 for a grand total amount of $326,472.50; 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.

1.g Approval of the Design Concept Plan for Playground Renovations at McFadden Park and Approval of Public Works Agreement with PlayCore D.B.A. Gametime for the purchase and Installation of the Playground Equipment, CIP Projects No. 7210 and 7504

Fiscal Impact:
Expense: $510,000.00 Total Cost
$496,874.05 Contract Amount
$ 13,125.95 Contract Contingency Amount
Available Budget:
$550,000.00 FY 2024-25 CIP Budget
$460,000.00 Measure U (797504-6760)
$ 90,000.00 Park & Rec Impact Fee (637504-6760)

Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the McFadden Park Playground Renovation Project; and
2. Approve the design concept plan for the McFadden Park Playground Renovation Project; and
3. Approve the purchase of the McFadden Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2024-2025 for projects 7210 and 7504; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the McFadden Park playground equipment renovation project in the amount of $496,874.05; and
5. Authorize the City Administrator to approve contract change orders up to a total of $13,125.95 or a not-to-exceed total contract amount of $510,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h Update to Policy No. 344 Governing Travel and Meeting Allowances

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Approve the proposed updates to Policy No. 344 governing Travel and Meeting Allowances for city staff and elected officials.

1.i Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Library District Special Event Scheduled for Friday, October 25, 2024

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-69, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event scheduled for Friday, October 25, 2024.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA: None

CITY COUNCIL MEMBERS REQUESTS:

Council Members may make requests or ask questions of Staff. If a Council 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, November 5, 2024 at 5:30 p.m.

TENTATIVE AGENDA FORECAST:

- *Award of Contract for HVAC Maintenance*
- *Award of Contract for FY 23/24 Arterial Streets Rehab*
- *Prohousing Designation Application with Housing and Community Development Planning Commission Resignation and Appointment*
- *Agreement with St. Jude Hospital to accept a Healthy Communities Initiative Grant*

CERTIFICATION OF POSTING

I, Carole M. Wayman, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the October 15, 2024, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on October 10, 2024.

_____

Carole M. Wayman, Deputy City Clerk

CITY OF PLACENTIA

Measure U Annual Report

Citizens' Oversight Committee

10/15/2024

The contents of this report represent the best information available as of the date of this document. In some cases the data presented are estimates of future balances, revenues, or expenditures which are subject to restatement in the future after the formal, annual audit of the City of Placentia is completed.

Executive Summary

Measure U, which was passed by the voters in November 2018 enacted a 1% Transaction and Use Tax which became effective on April 1, 2019. This report represents the satisfaction of a Measure U legal requirement that the City Council form a Citizens' Oversight Committee consisting of three members responsible for issuing an annual report to the City Council and the citizens of Placentia.

The Placentia City Council placed the additional obligation on the Oversight Committee to report on whether Measure U revenues collected and expended are done so in accordance with the City of Placentia Policy 460. This policy calls for a specific allocation of Measure U funds based upon the level of the City's General Fund Contingency Reserve Balance as compared to a City Council adopted General Fund Contingency Reserve Balance Goal.

Entering Fiscal Year 2023-2024 the General Fund Contingency Reserve Balance exceeded the Council adopted goal. The current Reserve Goal is 25% of the General Fund Operating Expenses. Given the Reserve Goal was exceeded at the beginning of the fiscal year, consistent with Policy 460, the allocation of Measure U funds received in FY23-24 by category was 50% for infrastructure maintenance, vehicles, and equipment; 10% for post-employment benefits sustainability; 30% for employee recruitment and retention; and 10% toward the General Fund Contingency Reserves.

For the Fiscal Year running from July 1, 2023, through June 30, 2024, using a cash basis of accounting, a total of $8,678,388 was collected in accordance with Measure U. Similarly, using a cash basis of accounting, an unaudited estimated total of $12,176,236 was expended or encumbered. The allocated and expended amounts by category are as follows:

CITY OF PLACENTIA
Measure U Fund Allocation/Expenditure of Funds
Period: 07/01/2023 - 6/30/2024

Category	Allocation	Allocation %	Expended*	Expended %
Infrastructure. Vehicles, Equipment	$ 4,339,194	50%	$ 7,066,447	58%
Post-Employment Benefits	$ 867,839	10%	$ 1,638,434	13%
Employee recruitment and Retention	$ 2,603,516	30%	$ 2,603,516	21%
General Fund Contingency Reserve	$ 867,839	10%	$ 867,839	7%
Total	$ 8,678,388		$ 12,176,236	

Infrastructure projects supported during the past fiscal year include continued work toward the completion of a citywide street maintenance plan; rehabilitation of streets and sidewalks; purchase of new and replacement vehicles; maintenance of city buildings and facilities; public safety technology investments; and recreational park improvements.

In closing, the conclusion of the Oversight Committee is that all Measure U revenues received through June 30, 2024, have been properly accounted for and allocated to appropriate uses. In addition, all expenditures have been properly authorized, expended, and reported in accordance with all applicable city policies and practices.

FISCAL YEAR 2023-2024 MEASURE U ACTIVITIES
Measure U Fund Revenues/Expenditures Report

The table below shows a cash accounting-based summary of Measure U monthly revenues received during FY23-24 as of June 30, 2024. Also shown in the table is the beginning balance in the fund as well as in the allocation subcategories called for in Policy 460. Finally, the unaudited total resources available in Fiscal Year 2023-2024 are shown.

CITY OF PLACENTIA
Measure U Fund
Year-to-Date Unaudited Actuals as of 6/30/24

	Measure U Budget	Measure U 100%	Infrastructure 50%	Emp. Reten. 30%	OPEB 10%	GF Reserves 10%
		Year-to-Date Actuals				
Beginning Balance	4,534,708	4,534,708	3,764,113	-	770,595	-
Tax Revenues*:						
7/2023 Tax Disbursement		649,951	324,976	194,985	64,995	64,995
8/2023 Tax Disbursement		700,520	350,260	210,156	70,052	70,052
9/2023 Tax Disbursement		837,096	418,548	251,129	83,710	83,710
10/2023 Tax Disbursement		650,821	325,410	195,246	65,082	65,082
11/2023 Tax Disbursement		653,743	326,871	196,123	65,374	65,374
12/2023 Tax Disbursement		942,075	471,037	282,622	94,207	94,207
01/2024 Tax Disbursement		621,063	310,532	186,319	62,106	62,106
02/2024 Tax Disbursement		595,140	297,570	178,542	59,514	59,514
03/2024 Tax Disbursement		885,525	442,762	265,657	88,552	88,552
04/2024 Tax Disbursement		608,931	304,465	182,679	60,893	60,893
05/2024 Tax Disbursement		737,603	368,801	221,281	73,760	73,760
06/2024 Tax Disbursement		795,921	397,960	238,776	79,592	79,592
FY 2022- 23 Total	8,707,192	8,678,388	4,339,194	2,603,516	867,839	867,839
Total Resources	13,241,900	13,213,096	8,103,307	2,603,516	1,638,434	867,839

The following table summarizes the revenues received and beginning balance information to a yearly total. Additionally, the table provides the corresponding cash accounting detail associated with Measure U expenditures in each Policy 460 category.

CITY OF PLACENTIA
Measure U Fund
Year-to-Date Unaudited Actuals as of 6/30/24

	Measure U Budget	Measure U 100%	Infrastructure 50%	Emp. Reten. 30%	OPEB 10%	GF Reserves 10%
		Year-to-Date Actuals				
Beginning Balance	4,534,708	4,534,708	3,764,113	-	770,595	-
Tax Revenues*:						
FY 2022- 23 Total	8,707,192	8,678,388	4,339,194	2,603,516	867,839	867,839
Total Resources	13,241,900	13,213,096	8,103,307	2,603,516	1,638,434	867,839
Total fo CIP Expenditures	8,167,886	7,066,447	7,066,447	-	-	867,839
Transfers-Out:		-	-			-
Quarterly transfer to GF - Employee Retention	2,612,158	2,603,516	-	2,603,516	-	
Quarterly transfer to GF - Contingency Reserve	-	867,839	-	-	-	867,839
OPEB	870,719	1,638,434	-	-	1,638,434	
Total Transfers-Out	3,482,877	5,109,789	-	2,603,516	1,638,434	867,839
Total Expenditures & Transfers-Out	11,650,763	12,176,236	7,066,447	2,603,516	1,638,434	867,839

Summary of Measure U Supported Infrastructure Projects

Measure U supported a wide range of infrastructure projects during Fiscal Year 2023-2024 including the addressing of deferred general maintenance, equipment replacement, rehabilitation of city facilities, and recreational park improvements. A summary table of infrastructure projects supported during Fiscal Year 2023-24 by Measure U is shown below. Project status is reported as either 1) completed, 2) under construction, 3) deferred, or 4) cancelled. Note that the expenditures reported are estimates of unaudited balances that will be finalized with the completion of the City of Placentia's annual formal audit.

CITY OF PLACENTIA
Measure U Fund
Supported Infrastructure Projects
Year-to-Date Unaudited Actuals as of 6/30/2024

CIP Expenditures: **(Including Encumbrances)**	Budget	Actuals	Status
24101 - Crowther Avenue Street Resurfacing Project	36,000.00	9,865.00	Completed
24102 - Citywide Sidewalk Repair Program	-	-	Completed
243301 - Old Town Sewer Rehabilitation	145,550.00	148,500.00	Completed
791301 - FY 2022-23 Roadway Rehab Project	3,003,418.10	3,009,116.59	Completed
791303 - Bastanchury Rd Landscape Median	97,000.00	-	Deferred
791304 - Yorba Linda Blvd Median	23,719.00	13,782.50	Completed
791201 - FY 2021-22 Roadway Rehab Project	308,281.64	175,848.34	Completed
791302 - FY 2022-23 Concrete Repair Project	119,723.56	119,266.79	Completed
794201 - Storm Drain Master Plan	3,821.76	2,170.25	Completed
795211 - Main Street Parking Lot Improvement	46.00	-	Completed
795106 - Old City Hall Renovation	13,637.00	13,637.00	Completed
795208 - City Hall Modernization Project	174,500.00	48,051.42	Deferred
795301 - Refurbish Police Chief Admin Conference	46,098.56	27,990.67	Under Construction
795302 - Refurbish PD Jail Booking Area	40,000.00	-	Under Construction
795303 - Refurbish PD Report Writing Room	25,000.00	-	Under Construction
795305 - City Hall/PD Interior Lighting	27,415.78	9,905.39	Under Construction
795307 - EOC Office Improvement Project	13,637.81	11,625.75	Completed
795313 - Whitten Center Flooring Improvement	50,000.00	-	Deferred
24501 - Fire Stations Roof Replacement Project	250,000.00	249,636.36	Completed
24702 - Gomez Park/Playground Renovation Project	575,107.53	445,415.11	Completed
24703 - Tuffree Park Sports Fields Lights	-	-	Deferred
24704 - Koch Park Sidewalk Replacement Project	50,000.00	-	Deferred
797203 - Playground Equipment Replacement	300,000.00	291,367.05	Completed
797205 - Replace Park Benches	35,139.20	35,139.20	Under Construction
797305 - Replace Park BBQs	10,000.00	10,117.45	Under Construction
797306 - Replace Park Picnic Tables	49,500.00	42,876.59	Completed
797307 - Replace Park Trash cans	5,897.24	5,987.24	Completed
797311 - Gomez Park Landscape Improvement	25,000.00	299.45	Completed
797312 - Koch Park Playground Phase 2	624,892.47	624,892.47	Completed
797902 - Prqe del Arroyo Verde Project	828,060.77	848,556.68	Completed
24802 - PW Light Duty Truck Replacement (2)	90,000.00	84,767.38	Completed
798302 - Fire F250 Truck	70,648.90	70,648.90	Completed
799700 - Purchased Assets	5,000.00	9,834.74	Completed
796302 - IT Infrastructure Replacement	363,614.72	332,256.32	Under Construction
24601 - Desktop Computer Replacement Program	70,000.00	58,366.83	Under Construction
24602 - City Facilities Server/Network Upgrades	50,000.00	33,012.33	Under Construction
24603 - IT Emergency Repairs	185,000.00	-	Deferred
24903 - Maintenance Master Plan/Condition Assessment	71,000.00	59,228.97	Completed
796204 - Bitech Finance System Software	-	1,560.00	Completed
799202 - EFID Design	333,268.48	243,172.17	Under Construction
799203 - Hazard Mitigation Plan	47,907.38	29,552.38	Completed
Total fo CIP Expenditures	8,167,886	**7,066,447**	

Summary of Measure U Supported Employee Recruitment and Retention Activities

In accordance with Policy 460, 30% of Fiscal Year 2023-24 Measure U revenues were allocated and transferred to the General Fund for employee recruitment and retention in the unaudited amount of $2,603,516. This Measure U contribution was applied toward the General Fund's total unaudited employee salary and benefits for Fiscal Year 2023-24 which totaled $29,045,251.

Summary of Measure U Supported Post-Employment Benefits Sustainability Activities

In accordance with Policy 460, 10% of Fiscal Year 2023-2024 Measure U revenues totaling $867,839 were allocated for post-employment benefits sustainability activities. However, a total amount of $1,638,414 Measure U funds were transferred to the General Fund in FY23-24. This Measure U transfer included not only the current year allocation, but also multiple previous years of Measure U allocations that had accrued in the Measure U fund. The transferred amount was applied to the General Fund's total unaudited post-employment benefits expenses for Fiscal Year 24-25 which was $6,811,546 and represents the direct costs as detailed below:

CITY OF PLACENTIA	
General Fund Post Employment Benefit Expenditures	
Period: 07/01/2023 - 6/30/2024	
Category	Unaudited Amount
CalPERS Retirement	$2,015,022
Retiree Health Benefits	$961,181
Pension Bond	$3,835,343
Total General Fund Post Employment Benefit Expenditures	$6,811,546

Accumulation and Use of General Fund Reserves Using Measure U Funds

In accordance with Policy 460, 10% of Fiscal Year 2023-24 Measure U funds were allocated and $867.839 was transferred to the General Fund for the purpose of building General Fund Contingency Reserves. The unaudited General Fund Contingency Reserves on June 30, 2024 totaled $11,413,089. This amount exceeded the goal of 25% of the adopted FY24-25 Operating Budget. Therefore, the allocation of Measure U FY 2024-2025 revenues will remain the same as was employed in FY23-24.

Measure U Annual Report

Citizens' Oversight Committee

October 15, 2024

John Lewis
Glenn Casterline
Robert McKinnell

Measure U Oversight of Revenues and Expenditures

- City Council established City Procedure 460 as the oversight criteria to monitor Measure U revenues and expenditures
  - Policy called for the following funds allocation/use during FY2023-2024
    - 50% for infrastructure projects
    - 10% retirement of unfunded pension and OPEB liabilities
    - 30% employee retention initiatives
    - 10% general fund contingency reserves

CITY OF PLACENTIA

Measure U Fund Allocation/Expenditure of Funds

Period: 07/01/2023 - 6/30/2024

Category	Allocation	Allocation %	Expended*	Expended %
Infrastructure. Vehicles, Equipment	$ 4,339,194	50%	$ 7,066,447	58%
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General Fund Contingency Reserve	$ 867,839	10%	$ 867,839	7%
Total	$ 8,678,388		$ 12,176,236	

FY2023-2024 Measure U Revenues
(Cash Basis Accounting)

CITY OF PLACENTIA
Measure U Fund
Year-to-Date Unaudited Actuals as of 6/30/24

	Measure U Budget	Measure U 100%	Infrastructure 50%	Emp. Reten. 30%	OPEB 10%	GF Reserves 10%
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Tax Revenues*:						
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05/2024 Tax Disbursement		737,603	368,801	221,281	73,760	73,760
06/2024 Tax Disbursement		795,921	397,960	238,776	79,592	79,592
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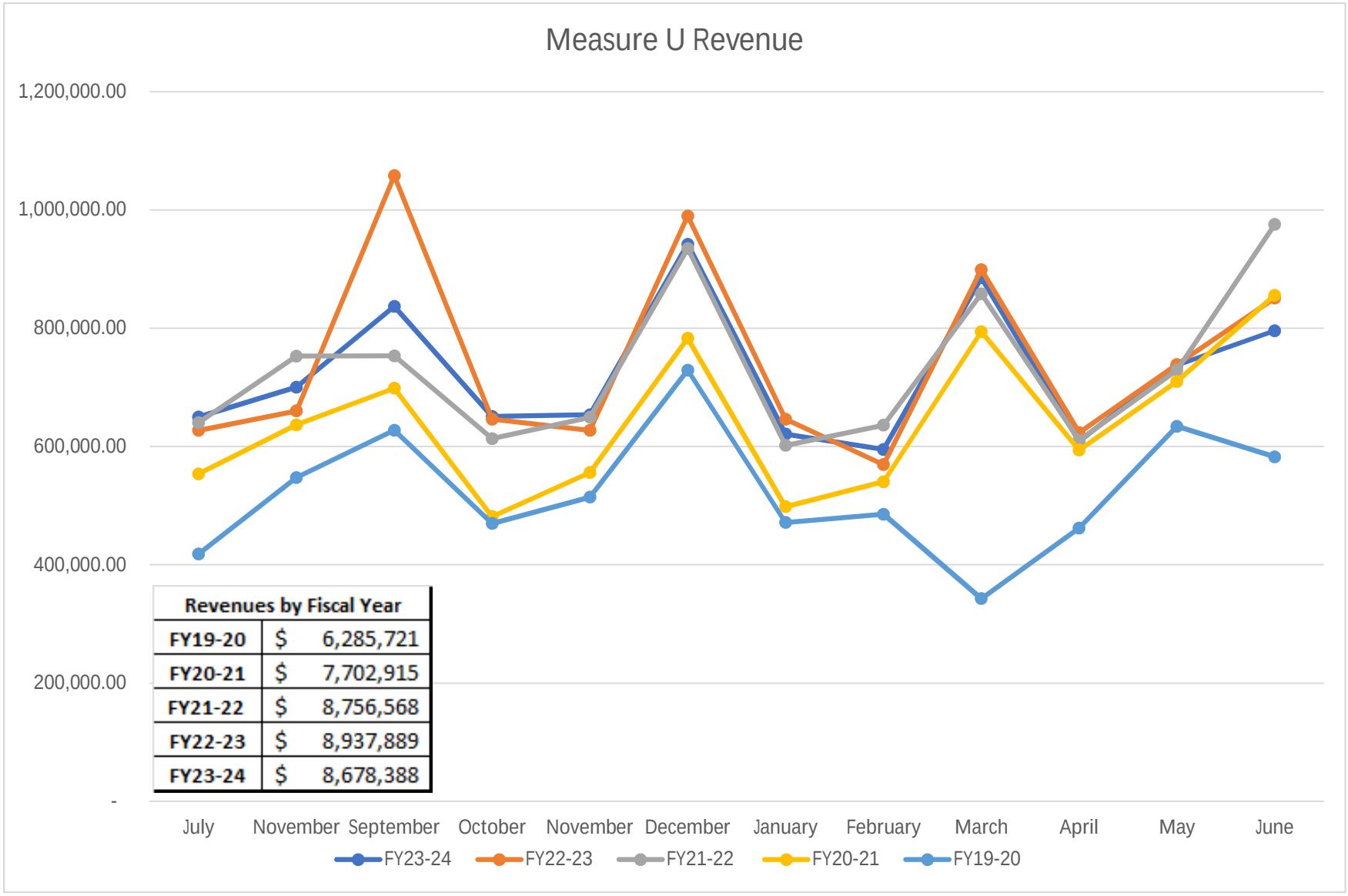
Total Resources	13,241,900	13,213,096	8,103,307	2,603,516	1,638,434	867,839

Historical Measure U Revenues By Month



Revenues by Fiscal Year		
FY19-20	$	6,285,721
FY20-21	$	7,702,915
FY21-22	$	8,756,568
FY22-23	$	8,937,889
FY23-24	$	8,678,388

FY23-24 Measure U Infrastructure Budget and Expenditures

CITY OF PLACENTIA				
Measure U Fund Infrastructure Budget and Expenditures				
Period: 07/01/2023 - 6/30/2024				
CIP Expenditures (including Encumbrances)	Budget	Actuals	% Budget	% Expended
Street and Sidewalk Maintenance	$ 3,737,560	$ 3,478,549	45.8%	49.2%
Building Maintenance	$ 640,289	$ 360,847	7.8%	5.1%
Park Maintenance and Rehabilitation	$ 2,503,597	$ 2,304,651	30.7%	32.6%
Vehicle Maintenance and Replacement	$ 165,649	$ 165,251	2.0%	2.3%
Planning/Technology Upgrades	$ 1,120,791	$ 757,149	13.7%	10.7%
Total for Capital Improvement Programs	$ 8,167,886	$ 7,066,447	100%	100%

FY23-24 Measure U Expenditures and Commitments

Street and Sidewalk Maintenance

CITY OF PLACENTIA			
Measure U Fund			
Street and Sidewalk Maintenance			
Year-to-Date Unaudited Actuals as of 6/30/2024			
CIP Expenditures: (Including Encumbrances)	Budget	Actuals	Status
24101 - Crowther Avenue Street Resurfacing Project	36,000.00	9,865.00	Completed
24102 - Citywide Sidewalk Repair Program	-	-	Completed
243301 - Old Town Sewer Rehabilitation	145,550.00	148,500.00	Completed
791301 - FY 2022-23 Roadway Rehab Project	3,003,418.10	3,009,116.59	Completed
791303 - Bastanchury Rd Landscape Median	97,000.00	-	Deferred
791304 - Yorba Linda Blvd Median	23,719.00	13,782.50	Completed
791201 - FY 2021-22 Roadway Rehab Project	308,281.64	175,848.34	Completed
791302 - FY 2022-23 Concrete Repair Project	119,723.56	119,266.79	Completed
794201 - Storm Drain Master Plan	3,821.76	2,170.25	Completed
795211 - Main Street Parking Lot Improvement	46.00	-	Completed
Total Street/Sidewalk Budget/Expenditures	3,737,560	3,478,549	

FY23-24 Measure U Expenditures and Commitments

Building Maintenance

CITY OF PLACENTIA			
Measure U Fund			
Building Maintenance			
Year-to-Date Unaudited Actuals as of 6/30/2024			
CIP Expenditures: (Including Encumbrances)	Budget	Actuals	Status
795106 - Old City Hall Renovation	13,637.00	13,637.00	Completed
795208 - City Hall Modernization Project	174,500.00	48,051.42	Deferred
795301 - Refurbish Police Chief Admin Conference	46,098.56	27,990.67	Under Construction
795302 - Refurbish PD Jail Booking Area	40,000.00	-	Under Construction
795303 - Refurbish PD Report Writing Room	25,000.00	-	Under Construction
795305 - City Hall/PD Interior Lighting	27,415.78	9,905.39	Under Construction
795307 - EOC Office Improvement Project	13,637.81	11,625.75	Completed
795313 - Whitten Center Flooring Improvement	50,000.00	-	Deferred
24501 - Fire Stations Roof Replacement Project	250,000.00	249,636.36	Completed
Total Building Maintenance Budget/Expenditures	640,289	360,847	

FY23-24 Measure U Expenditures and Commitments

Park Maintenance and Rehabilitation

CITY OF PLACENTIA Measure U Fund Park Maintenance and Rehabilitation Year-to-Date Unaudited Actuals as of 6/30/2024			
CIP Expenditures: (Including Encumbrances)	Budget	Actuals	Status
24702 - Gomez Park/Playground Renovation Project	575,107.53	445,415.11	Completed
24703 - Tuffree Park Sports Fields Lights	-	-	Deferred
24704 - Koch Park Sidewalk Replacement Project	50,000.00	-	Deferred
797203 - Playground Equipment Replacement	300,000.00	291,367.05	Completed
797205 - Replace Park Benches	35,139.20	35,139.20	Under Construction
797305 - Replace Park BBQs	10,000.00	10,117.45	Under Construction
797306 - Replace Park Picnic Tables	49,500.00	42,876.59	Completed
797307 - Replace Park Trash cans	5,897.24	5,987.24	Completed
797311 - Gomez Park Landscape Improvement	25,000.00	299.45	Completed
797312 - Koch Park Playground Phase 2	624,892.47	624,892.47	Completed
797902 - Prqe del Arroyo Verde Project	828,060.77	848,556.68	Completed
Total Park Maintenance and Rehabilitation	2,503,597	2,304,651	

FY23-24 Measure U Expenditures and Commitments

Vehicle Maintenance/Replacement

CITY OF PLACENTIA			
Measure U Fund			
Vehicle Maintenance and Replacement			
Year-to-Date Unaudited Actuals as of 6/30/2024			
CIP Expenditures: (Including Encumbrances)	Budget	Actuals	Status
24802 - PW Light Duty Truck Replacement (2)	90,000.00	84,767.38	Completed
798302 - Fire F250 Truck	70,648.90	70,648.90	Completed
799700 - Purchased Assets	5,000.00	9,834.74	Completed
Total Vehicle Maintenance/Replacement	165,649	165,251	

FY22-23 Measure U Expenditures and Commitments

Planning and Technology Upgrades

CITY OF PLACENTIA			
Measure U Fund			
Planning and Technology Upgrades			
Year-to-Date Unaudited Actuals as of 6/30/2024			
CIP Expenditures: (Including Encumbrances)	Budget	Actuals	Status
796302 - IT Infrastructure Replacement	363,614.72	332,256.32	Under Construction
24601 - Desktop Computer Replacement Program	70,000.00	58,366.83	Under Construction
24602 - City Facilities Server/Network Upgrades	50,000.00	33,012.33	Under Construction
24603 - IT Emergency Repairs	185,000.00	-	Deferred
24903 - Maintenance Master Plan/Condition Assessment	71,000.00	59,228.97	Completed
796204 - Bitech Finance System Software	-	1,560.00	Completed
799202 - EFID Design	333,268.48	243,172.17	Under Construction
799203 - Hazard Mitigation Plan	47,907.38	29,552.38	Completed
Total Planning/Technology Upgrade	1,120,791	757,149	

FY23-24 Measure U Expenditures and Commitments

Employee Recruitment and Retention

- Measure U Employee Retention Expenditures
  - $2,603,516 transferred to General Fund
- Provided continued support of market rate adjustments to pay structure granted in previous fiscal years

FY23-24 Measure U Expenditures and Commitments

Post Employment Benefits Liability

- Measure U Post Employment Benefits contribution supported 24% of General Fund OPEB expenses
  - $1,638,414 transferred to General Fund

CITY OF PLACENTIA	
General Fund Post Employment Benefit Expenditures	
Period: 07/01/2023 - 6/30/2024	
Category	Unaudited Amount
CalPERS Retirement	$2,015,022
Retiree Health Benefits	$961,181
Pension Bond	$3,835,343
Total General Fund Post Employment Benefit Expenditures	$6,811,546

FY23-24 Measure U Expenditures and Commitments

General Fund Contingency Reserves

- Measure U transferred $867,839 to the General Fund Contingency Reserves
- As of June 30, 2024, Contingency Reserves exceeded the 25% goal of the adopted FY24-25 Operating Budget
- FY24-25 Allocation Of Measure U Funds will remain
  - 50% for infrastructure projects
  - 10% retirement of unfunded pension and OPEB liabilities
  - 30% employee retention initiatives
  - 10% general fund contingency reserves

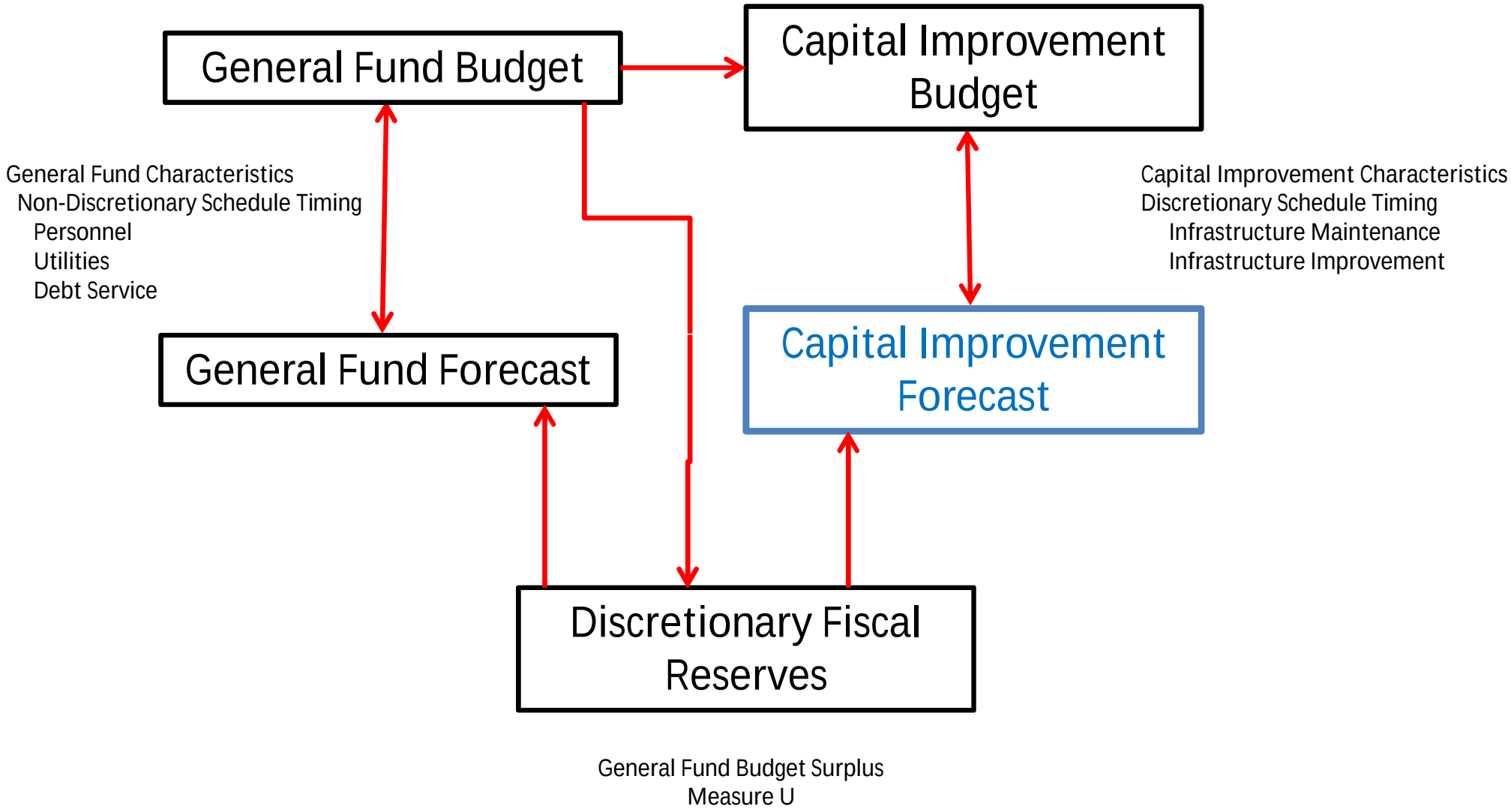
Concluding Opinion of Measure U Citizens' Oversight Committee

The conclusion of the Oversight Committee is that all Measure U revenues received through June 30, 2024 have been properly accounted for and allocated to the appropriate uses. In addition, all expenditures have been properly authorized, expended, and reported in accordance with all applicable city procedures and practices.

Near Term Measure U Oversight Committee Activities

- Continue to develop a Capital Improvement Project Long Range Forecast
  - Expand the present Capital Improvement Projects forecast to include a supporting revenue forecast
- Integrate the General Fund Forecast and Capital Improvement Long Range Forecast
  - Will provide a more robust fiscal sustainability assessment
- Monitor Contingency Reserve Level
  - Reserves are being used to support FY24-25 Operating Budget
  - Possibility that reserve level could fall below 25% goal changing FY25-26 Measure U allocation amounts

Fiscal Sustainability Assessment Process



Sustainability is confirmed when balanced forecasts address all identified service needs over the long term while maintaining desired level of fiscal reserves to meet unanticipated circumstances

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024

Submitted by: Carole Wayman

From: City Clerk

Subject:
Minutes City Council/Successor/ICDA/PPFA Regular Meeting of June 18, 2024 and June 27, 2024 Special Meeting

Recommendation:
Recommended Action: It is recommended that the City Council:
Approve.

Attachments
06-18-2024 CC Minutes.docx
06-27-24 CC Special Meeting Minutes.docx

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
June 18, 2024
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

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

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Kirwin, Yamaguchi
ABSENT: Wanke (excused)

ORAL COMMUNICATIONS:
Mayor Yamaguchi 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 and there were no individuals wishing to speak. Mr. McKinnell announced the Closed Session cases and matters.

Assistant City Attorney/Authority Counsel Scott Porter stated that it is necessary to add an emergency item to the Closed Session agenda. The need to add the item came to the attention of the City after the posting of the agenda and there is a need to take action prior to the next Council meeting.

Motion by Shader, seconded by Kirwin, and carried a (4-0-1, Wanke absent) vote to add the following case to the Closed Session agenda:

Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien Arrula, City Administrator
Rosanna Ramirez, Deputy City Administrator
Employee Organization: Placentia Police and Fire Management Association (PPFMA)

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)(1)
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Sean Malone vs City of Placentia; Case Nos. 15-123392, 15-124591, 20-149530

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

3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien Arrula, City Administrator
Rosanna Ramirez, Deputy City Administrator
Employee Organizations: Placentia Police and Fire Management Association (PPFMA)

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:08 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Kirwin, Yamaguchi
ABSENT: Wanke (excused)

STAFF PRESENT:
Assistant City Attorney/Authority Counsel Scott Porter; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; 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; Acting Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Tony Mercado

PLEDGE OF ALLEGIANCE: Councilmember Smith

PRESENTATION:

1. Girl Scout Gold Award Recognition to Kaya Jed Jedrzejczak
   Presenter: Mayor Yamaguchi

Mayor Yamaguchi presented a certificate of recognition to Kaya Jedrzejczak for achieving the Girl Scouts' highest honor, the Gold Award, for her Project "Being Physically Fit to Improve Your Mental Health".

CLOSED SESSION REPORT:
Assistant City Attorney/Authority Counsel Porter stated that direction was provided to settle a workers compensation claim from Sean Malone against the City of Placentia Police Department. Direction was also provided on the two items related to potential litigation. He added that the City Council will return to Closed Session after the regular agenda to discuss the emergency item that was added to the Closed Session agenda.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Kenneth Perine, Salvation Army, commented on the 140-year mission of the Salvation Army in transforming lives and highlighted recent stories of individuals who have overcome difficulties.

Ava Ortiz, friend of Zachary Henn, commented on the fatal accident at Yorba Linda Boulevard and Valencia Avenue and provided information about a petition in honor of Zachary Henn called Zac's Act. She noted that over 5,000 signatures have been collected in support of a left-hand turn signal at the intersection. She provided a flyer with a QR code to the petition and asked the Council to take action to make the intersection safer. (Submitted Zac's Act flyer)

Tyler Henn, father of Zachary Henn, expressed the difficulties of losing a 17-year-old son in a fatal traffic accident and thanked the community for their support. He expressed concerns about children's safety on their way to school and advocated for improved road and pedestrian safety measures and protected left turns. He commented on the Live Like Zach campaign that promotes the characteristics of being genuine, kind, compassionate and caring.

Mike Fernandez, grandfather of Zachary Henn, commented on the multiple close calls and accidents at the intersection over the years and advocated for a traffic study during the busy times when children are going to school. He urged for left hand turn signals at the intersection and increased traffic safety measures.

Ryan Stillinger, Uncle of Zachary Henn, expressed his concerns about traffic and pedestrian safety at the intersection of Yorba Linda Boulevard and Valencia Avenue, especially during the morning rush hour. He commented on SB 1 funding which provides funding to fix road and streets and make them safer. He urged the Council to take action to make the intersection safer.

Nicole Elliott, Mother of Zachary Henn, thanked the community for their outpouring of support and urged the Council to take action to make the intersection safer.
Anjali Tapadia, Fullerton resident, stated that she utilizes the bike path at the intersection when she travels to work and has experienced some near vehicle misses. She expressed sadness about the fatal accident and urged the Council to install protected left turn signals at the intersection to improve safety.

Mayor Yamaguchi expressed condolences to the family and friends of Zachary Henn and thanked everyone who spoke. He noted that the proper authorities are conducting their investigation into the circumstances of the accident.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Shader reported her attendance at the following:

- OCTA Vision Meeting
- Placita Santa Fe Merchants meeting
- Parque de los Ninos Ribbon Cutting
- OC Human Relations meeting

She promoted the upcoming registration for the Summer Parks Program and encouraged those interested to visit the City's website or call the Community Services Department.

Councilmember Smith expressed his condolences to the family and friends of Zachary Henn. He reported his attendance at the following:

- Placita Santa Fe Merchants meeting
- Parque de los Ninos Ribbon Cutting
- Groundbreaking and ribbon cutting ceremony at HIS OC for an ADU Project
- Citizens Police Academy Graduation
- Celtic Festival at Kraemer Park

He expressed appreciation to Director Karen Crocker, Deputy Director Veronica Ortiz, Public Works Department, Placentia Police Department and all who were involved in the successful Celtic Festival event. He promoted the Coffee with a Cop event on June 22, 2024 at Starbucks at Kraemer and Yorba Linda Boulevards and encouraged those interested to visit the City's website.

Mayor Yamaguchi promoted the upcoming Movies at the Park events at Champions Park and encouraged those interested to visit the City's website.

1. CONSENT CALENDAR (Items 1.a. through 1.k.):
Motion by Yamaguchi, seconded by Smith, and carried a (4-0-1, Wanke Absent) vote to approve the Consent Calendar items 1.a. through 1.k., as recommended.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions
Fiscal Impact: None
Recommended Action: Approve
(Approved 4-0-1, as recommended, Wanke absent)

1.b. City Fiscal Year 2023-24 Registers for June 18, 2024
Check Register
Fiscal Impact: $783,743.32
Electronic Disbursement Register
Fiscal Impact: $1,320,094.03
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 OLD TOWN SEWER REPAIRS PROJECT, CITY PROJECT NO. 3301
Fiscal Impact:

Expense:	$135,000.00	Original Construction Contract
	$ 13,500.00	Change Order No. 1
	$148,500.00	Total Construction Cost
Budgeted:	$148,500.00	Fiscal Year 2023-24 CIP Budget (799800-6750)

Recommended Action: It is recommended that the City Council:
1) Accept the work performed by Big Ben Engineering, Inc. for The Old Town Sewer Repairs Project, City Project No. 3301 for the repair of two collapsed sewer lines in the Old Town Area, for a grand total amount of $148,500; 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 4-0-1, as recommended, Wanke absent)

1.d. ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE PLACENTIA GATEWAY "CHROMATIC ASCENSION" SCULPTURE AND SITE IMPROVEMENTS, CITY PROJECT NO. 1206

Fiscal Impact:

Expense:	$398,400.00	Original Construction Contract
	$ 14,316.74	Change Order No. 1
	$ 9,017.37	Change Order No. 2
	$ 8,982.57	Change Order No. 3
	$430,716.68	Total Construction Cost
Budgeted:	$438,240.00	Fiscal Year 2023-24 CIP Project Budget (101206-6730)

Recommended Action: It is recommended that the City Council:

1) Accept the work performed by M.S. Construction Management Group to construct the Placentia Gateway "Chromatic Ascension" public art piece and site improvements, City Project No. 1206, for the grand total amount of $430,716.68; 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 4-0-1, as recommended, Wanke absent)

1.e. RESOLUTION ADOPTING FISCAL YEAR 2024-25 PROJECT LIST FOR COMPLIANCE WITH SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Fiscal Impact:

Projected Revenue:	$1,359,908	FY 2024-25 Budget (SB 1/RMRA Fund)

Recommended Action: It is recommended that the City Council:

1) Approve Resolution No. R-2024-41, a Resolution of the City Council of the City of Placentia, California, adopting the List of Projects for Fiscal Year 2024-25 funded by SB 1, The Road Repair and Accountability Act 2017; and
2) Authorize Staff to submit the project list and all necessary documentation to the California Transportation Commission to satisfy SB1 funding requirements.

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

1.f. SETTING OF THE ANNUAL SPECIAL TAX RATE FOR FISCAL YEAR 2024-25 FOR COMMUNITY FACILITIES DISTRICT NO. 2024-01 (OLD TOWN MAINTENANCE SERVICES)

Fiscal Impact:

Revenue:	$1,063	Recouped through Assessments

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution R-2024-40, a Resolution of the City Council of the City of Placentia, California, setting the levy of an annual special tax for Community Facilities District No. 2024-01 (Old Town Maintenance Services); and
2) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2024-01 (Old Town Maintenance Services) for Fiscal Year 2024-25 on the Orange County Secured Property Tax Roll.

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

1.g. AMENDMENT NO. 1 TO AGREEMENT WITH AMTECH INC. FOR ELEVATOR MAINTENANCE SERVICES

Fiscal Impact:

Expense:	$75,431.50	Agreement Amendment
Budget:	$17,487.50	FY 2023-24 Operating Budget (103654-6290)
	$12,944.00	FY 2024-25 & 2025-26 Operating Budget (103654-6290)
	$45,000.00	FY 2024-25 & 2025-26 Operating Budget (103654-6130)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 1 to the Maintenance Services Agreement with Amtech for elevator maintenance services to increase the contract amount by $75,431.50 for a revised cumulative contract not-to-exceed amount of $88,247.50 for the remaining contract term; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

1.h. AMENDMENT NO. 2 TO AGREEMENT WITH BRENNAN FIRE AND SECURITY, INC. FOR FIRE AND SECURITY ALARM MONITORING AND ANNUAL TESTING SERVICES

Fiscal Impact:

Expense:	$11,200	Annual Contract Amount
Budget:	$11,200	FY 2024-25 (103654-6127)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 2 to the Maintenance Services Agreement with Brennan for fire and security alarm monitoring and annual testing services to amend the scope of work to update the location list, extend the contract term by one month and increase the cumulative contract not-to-exceed amount by $19,853.09 or a revised cumulative contract amount of $65,985.09 for the entire contract term; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

1.i. AWARD OF PROFESSIONAL SERVICES MASTER AGREEMENT WITH ORACLE AMERICA INC FOR ORACLE NETSUITE FOR GOVERNMENT

Fiscal Impact:

Expense:	FY 2024-25	$ 67,542	Annual Costs
		$169,154	One-time Implementation Cost
		$236,696	Total Cost
Budgeted:	FY 2024-25	$300,000	

Recommended Action: It is recommended that the City Council:

1) Approve an initial five (5) year Professional Services Master Agreement with Oracle America, Inc. for NetSuite for Government for an approximate cost of $236,696 for year one (1), and an annual subscription cost of $67,542 for years two (2) to five (5); and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

1.j. PROFESSIONAL SERVICES AGREEMENT WITH DTA TO COMPLETE A DEVELOPMENT IMPACT FEE NEXUS STUDY UPDATE AND TO CREATE A PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT

Fiscal Impact:

Amount needed for Agreement:	$126,230
Staff recommended Contingency:	$ +770
Total cost of proposed Agreement:	$127,000
General Plan Update Fee Funds (749506-6017)	$127,000

Recommended Action: It is recommended that the City Council:

1) Approve a Professional Services Agreement with DTA to provide professional services to facilitate an update of both Citywide Development Impact Fees, Transit-Oriented Development Impact Fees and to create a successor Public Safety Community Facilities District (CFD) for the City of Placentia for an amount not to exceed $127,700; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

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

1.k. MEASURE M ELIGIBILITY APPLICATION PACKAGE FOR FISCAL YEAR 2024-25

Fiscal Impact:

Revenue: $1,224,338 in estimated Measure M Funds (180000-4092)

Recommended Action: It is recommended that the City Council:

1) Authorize Staff to submit the 7-year Capital Improvement Program (CIP) project list utilizing Measure M funding; and
2) Approve Resolution No. R-2024-44 a Resolution of the City Council of the City of Placentia, California, concerning the status and update of the Pavement Management Plan (PMP) for the Measure M (M2) Program; and
3) Authorize Staff to submit the Measure M Eligibility application package to OCTA to ensure continued eligibility for Measure M funding and receipt of Local Fair Share M2 funds.

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

2. PUBLIC HEARINGS:

2.a. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Landscape Maintenance District 92-1 for Fiscal Year 2024-25

Fiscal Impact:

Revenue: $457,992 (Recouped Through Assessments)
Expenditures: $440,867 (Proposed FY 2024-25 Budget LMD 92-1 Fund)

Recommended Action:

1) Open the Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1; and
2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3) Close the Public Hearing; and
4) Adopt Resolution No. R-2024-43, a Resolution of the City Council of the City of Placentia, California, approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2024-25 for Placentia Landscape Maintenance District No. 92-1.

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

Mayor Yamaguchi opened the Public Hearing at 7:40 p.m.

City Administrator Arrula introduced Senior Management Analyst Robinson who gave a brief presentation on the process for the Annual Levy of Assessment for Landscape Maintenance District 92-1 for Fiscal Year 2024-25. She noted that the district will soon face a structural deficit due to insufficient revenue to cover expenses. The assessment rate has remained the same since 1992 and has not been adjusted for inflation. She provided a historical analysis of expenditures and maintenance costs for the District and information about a failed ballot measure from 2014. She added that Staff will conduct a Study Session to present potential options to address the future deficit.

Councilmember Shader inquired if the City is currently subsidizing the costs of the District.

Senior Management Analyst Robinson explained that the City is not subsidizing costs but managing expenses by deferring maintenance in order to balance the District budget.

City Administrator Arrula stated that Staff will be meeting with Public Works Staff to analyze areas where a General Fund subsidy may be needed and return to Council with potential options.

Councilmember Shader recommended that a report be provided to Council annually detailing the expenditures, maintenance costs and deferred maintenance items prior to approving the levy and

collection of assessments. She noted that the budget item for oil lot screening will no longer be needed new homes will be constructed adjacent to the park shortly. She also noted that the new homes in the area have helped since they are also being added to the assessment district.

Mayor Yamaguchi commented on the number of calls he receives from constituents about the decrease in service and maintenance of areas in the District. He concurred with Councilmember Shader that a detailed report would be helpful and provide more information and transparency to the public.

Mayor Pro Tem Kirwin asked about how the amount of the assessment could be increased.

Senior Management Analyst Robinson explained both the Landscape and Lighting Districts were approved in 2014 and 2018 with a set rate without a CIP escalator. Any increase to the districts would require voter approval via a ballot measure. Typically, a community outreach meeting is scheduled to educate and inform the community of the need to increase the assessment. She noted that previous ballot measures have failed because of the lack of outreach and communication to residents.

City Administrator Arrula commented that in the past, community workshops were not conducted and there was limited outreach to the community. He commented on the multiple ways that outreach could be improved in the future to educate the public.

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

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

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

2.b. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Street Lighting District 81-1 for Fiscal Year 2024-25

Fiscal Impact:

Revenue:	$136,244	(SLD-81-1 Assessments)
	$143,756	(Proposed Transfer in From General Fund)
Expenditures:	$280,000	(Proposed FY 24-25 Budget SLD 81-1 Fund)

Recommended Action:

1) Open the Public Hearing concerning the Levy and Collection of Assessments within the Placentia Street Lighting District 81-1; and
2) Receive The Staff Report, Consider All Public Testimony, Ask Questions of Staff; And
3) Close The Public Hearing.
4) Adopt Resolution No. R-2024-42, a Resolution of City Council of the City of Placentia, California, approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2024-25 for Placentia Street Lighting District No. 81-1.

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

Mayor Yamaguchi opened the Public Hearing at 7:54 p.m.

City Administrator Arrula introduced Senior Management Analyst Robinson who gave a brief presentation on the process for the Annual Levy of Assessment for Street Lighting District 81-1 for Fiscal Year 2024-25. She explained that the process is similar to the Landscape Maintenance District and noted that the General Fund has been subsidizing the costs for a number of years. She noted that it is anticipated that the deficit and General Fund subsidy will be reduced after Edison's LED streetlight fixture upgrade.

Mayor Pro Tem Kirwin mentioned that the City's general fund is currently subsidizing about 50% of the cost within the District and asked if the assessment is increased in the future, will the City have the ability to reduce the assessment if costs will go down. The purpose of the yearly Engineer's report is to identify when adjustments are needed. He added that once Southern California Edison's LED project is completed costs are expected to go down.

Senior Management Analyst Robinson explained that the City Council does have the authority to reduce the rates if costs go down. In response to a question from City Administrator Arrula, she confirmed that all the streetlights are Edison owned.

Councilmember Shader commented that rebates could be given to residents if revenues exceed costs.

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

Mayor Yamaguchi closed the Public Hearing at 8:00 p.m.

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

3. REGULAR AGENDA:

3.a. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH THE SALVATION ARMY OC FOR THE OPERATION OF A YEAR-ROUND NAVIGATION CENTER/EMERGENCY SHELTER LOCATED AT 731 S. MELROSE STREET

Fiscal Impact:

Expense:	Year 1	$2,522,646 Placentia Navigation Center Fund
	Year 2	$2,379,646 Placentia Navigation Center Fund
	Year 3	$2,379,646 Placentia Navigation Center Fund
Revenue:	Years 1-3	$7,281,938 North Service Planning Area Cities MOU

Recommended Action: It is recommended that the City Council:

1) Approve an initial three (3) year Professional Services Agreement with Salvation Army OC for the operation and management services of the Placentia Navigation Center located at 731 S. Melrose Street, for an approximate cost of $2,600,000 for year one (1), and an approximate annual amount of $2,400,000 for years two (2) and three (3), with an option to extend for two (2) additional one-year extension terms; and
2) Authorize the City Administrator to approve eligible contract term extensions for two (2) additional one-year terms at an amount that shall be based upon the increase from the previous year of the annual consumer price index (CPI) for the Los Angeles-Long Beach-Anaheim Region, up to a maximum of 3%. not to exceed five (5) years, based upon contractor performance and at the discretion of the City; and
3) Adopt Resolution No. R-2024-45, Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 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 and/or his designee to meet and confer with Salvation Army to finalize the Management, Operations, and Public Safety Plan of the Placentia Navigation Center; and
5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

City Administrator Arrula introduced Community Services Director Karen Crocker who briefly introduced the item. She introduced Community Services Management Analyst Maddie Villapando who gave a brief presentation and background on the award of an agreement with Salvation Army OC for the operation of the Navigation Center/Emergency Shelter. She noted that the Salvation Army has a proven track record of serving vulnerable populations and providing wraparound services.

Councilmember Shader asked Mr. Arrula if he could brief the Council on discussions with the other City Managers who are part of the North SPA. She also asked Police Chief Butts to provide comments.

City Administrator Arrula responded that at the Quarterly meeting on June 6th, 2024 with the North SPA City Managers, there were no comments, concerns, or negative comments about the proposed agreement with the Salvation Army and they moved forward with the budget and increases that were presented. He added that he received positive references about the Salvation Army from the Anaheim and Whittier City Managers who have Salvation Army facilities in their cities.

Police Chief Butts commented that he was impressed with the Salvation Army noting that they are a structured group and have a strong culture of problem solving and working with law enforcement. He noted that he did a walk-through of the Anaheim site which was very clean, in order, and secure.

Councilmember Shader commented on her participation in the RFP process and spoke about the importance of the support community that the Salvation Army provides. She added that it is part of their culture and programming which is key for individuals transitioning from homelessness. She noted that the Salvation Army's success statistics for long term housing is better than average. She noted the benefits of the new provider. Lastly, she stated that there are few agencies that do this type of work and is pleased that the Salvation Army submitted a proposal.

Councilmember Kirwin inquired about the one-time cost of $143,000 and if it would be divided amongst the North SPA cities.

Management Analyst Villapando responded that the $143,000 is to be shared among the 12 cities and an additional $50,000 dollars per year is included in the budget to cover maintenance costs. She added that the Salvation Army has provided a line item in their proposal for maintenance in year two (2) and three (3).

Councilmember Smith concurred with the comments made by Councilmember Shader and Chief Butts noting that the Salvation Army's history of performance and service is commendable. They address problems and issues in a quick and thorough manner and offer strong support.

City Administrator Arrula thanked Management Analyst Maddie Villapando for leading the efforts of the RFP and working with all twelve (12) cities and Staff. He congratulated her on her first presentation at a Council meeting.

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

3.b. PLACENTIA PUBLIC SAFETY COMMUNICATIONS CENTER 2023 ANNUAL REPORT
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
Receive and file a copy of the completed 2023 Annual Report
(Received and Filed, as recommended)

City Administrator Arrula introduced Public Safety Communications Manager Stephaie Acosta-Reyes who gave a brief presentation on the Placentia Public Safety Communications Center 2023 Annual Report. She commented on the Center's mission to provide exceptional customer service with high standards, integrity, teamwork and service and provided the center's call center statistics, the various trainings completed by Staff, community outreach, and accreditation. She also outlined goals for the center.

Councilmember Shader congratulated Manager Acosta-Reyes and commented on the noticeable improvement and trust from those who have been served and the Fire and Police departments.

Mayor Yamaguchi commented on the dispatch center's move to a new state of the art facility in the near future.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Councilmember Shader requested agendizing an item to review the maintenance districts in the City.

Councilmember Smith provided comments about the success of the Celtic festival and thanked Fire Marshal Amanda Horner for her efforts noting that she played a significant role in ensuring safety at the event.

Mayor Yamaguchi announced that the City Council would recess to Closed Session at 8:45 p.m..

Assistant City Attorney Scott Porter announced there were no reportable actions from Closed Session.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:53 p.m. to a regular City Council meeting on Tuesday, July 2, 2024 at 5:30 p.m.

_____
Jeremy Yamaguchi, 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
June 27, 2024
10:00 a.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 10:09 a.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; 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; Acting Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

ORAL COMMUNICATIONS:
Mayor Yamaguchi opened Oral Communications. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Special Meeting.

PRESENTATION:

a. Presentation from Jacob Green and Associates, Inc. (JGA) regarding City Governance and Strategic Planning Best Practice
Presentation of the City's Priority Goal Setting process intended to build alignment around the City Council's vision for the upcoming fiscal year. At a future City Council meeting, the community will have an opportunity to review the proposed Council priorities and provide input before priorities are finalized and adopted.

Senior Facilitators Jacob Green and Greg Devereaux provided a presentation on:
- System for local government excellence
- Process of building organizational alignment and best practices
- Next steps

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

1. Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Administrator

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen stated that there was discussion and there is nothing further to report from Closed Session.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 12:51 p.m. to a regular City Council meeting on Tuesday, July 2, 2024 at 5:30 p.m.

_____
Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/
Agency Secretary

Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024
Submitted by: Gabriela Calin
From: Finance

Subject:
City Fiscal Year 2024-25 Registers for October 15, 2024
Check Register
Fiscal Impact: $1,113,427.09
Electronic Disbursement Register
Fiscal Impact: $2,022,131.01

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Receive and file.

Attachments
Check Register for 10.15.2024.pdf
ACH Check Register for 10.15.2024.pdf

City of Placentia
Check Register
For 10/15/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	1,113,427.09				

Check Totals by ID	
AP	1,113,427.09
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	1,113,427.09

Fund Name	Check Totals by Fund
101-General Fund (0010)	354,217.63
117-Measure U Fund (0079)	38,091.70
205-State Gas Tax (0017)	61,183.20
210-Measure M (0018)	21,942.04
215-Air Quality Management (0019)	5,485.51
225-Asset Seizure (0021)	7,853.44
233-Gen Plan Update Fees (0074)	3,506.26
236-Parks & Rec Impact Fees (0063)	804.75
246-TOD Traffic Impact Fees (0070)	160.00
247-TOD Sewer Impact Fees (0071)	1,880.00
248-TOD Strscape Impct Fee (0072)	160.00
249-TOD District CFD (0080)	267.10
265-Landscape Maintenance (0029)	31,731.12
270-CDBG Fund (0030)	350.00
275-Sewer Maintenance (0048)	76,734.27
280-Misc Grants Fund (0050)	8,492.25
302-Public Financing Autho(0082)	2,500.00
401-City Capital Projects (0033)	32,013.48
501-Refuse Administration (0037)	17,393.12
605-Risk Management (0040)	434,480.22
701-Special Deposits (0044)	14,181.00
Check Total:	1,113,427.09

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

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AIRGAP LABS LLC V012533	FORTITOKEN FTK-210-5	101523-6368 Computer Peripheral/Accessory	AP092324	347.73	213159		00132480	09/26/2024
				Check Total:	**347.73**				
MW OH	ALTA LANGUAGE SERVICES V010194	TEST - J. MUNOZ-CARILLO	101512-6099 Professional Services	AP092324	55.00	IS738381		00132481	09/26/2024
				Check Total:	**55.00**				
MW OH	ANGEL, BRYCE V002886	PD TRAINING MILES REIMB	103041-6250 Staff Training	AP092324	68.34	ANGEL91824		00132482	09/26/2024
				Check Total:	**68.34**				
MW OH	AT&T V004144	AUG-SEP PHONE CHARGES	296561-6215 Telephone/Internet	AP092324	248.47	091924		00132483	09/26/2024
MW OH	AT&T V004144	AUG-SEP PHONE CHARGES	109595-6215 Telephone/Internet	AP092324	2,818.34	091924		00132483	09/26/2024
MW OH	AT&T V004144	AUG-SEP PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP092324	13.09	091924		00132483	09/26/2024
MW OH	AT&T V004144	AUG-SEP PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP092324	59.86	091924		00132483	09/26/2024
				Check Total:	**3,139.76**				
MW OH	BIGGS CARDOSA V010461	JUL ENGINEERING SVS	331801-6740 Infrastructure - Streets	AP092324	7,160.10	89475	P13536	00132484	09/26/2024
				Check Total:	**7,160.10**				
MW OH	BOB HALL AND ASSOCIATES V011422	RECRUITMENT FEE -CS DIRECTOR	101512-6099 Professional Services	AP092324	6,500.00	1259	P13643	00132485	09/26/2024
MW OH	BOB HALL AND ASSOCIATES V011422	RECRUITMENT FEE -CS DIRECTOR	101512-6099 Professional Services	AP092324	6,000.00	1263	P13643	00132485	09/26/2024
				Check Total:	**12,500.00**				
MW OH	BRIONES, MARK V012831	WK1/6 OLD TOWN LIVE PERFORMER	101534-6225 / 243401-6225 Advertising/Promotional	AP092324	600.00	09172024		00132486	09/26/2024

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**600.00**				
MW OH	CALBO V000200	CALBO - CONF REGISTRATION	102532-6250 Staff Training	AP092324	260.00	18037		00132487	09/26/2024
MW OH	CALBO V000200	CALBO - CONF REGISTRATION	102531-6245 Meetings & Conferences	AP092324	1,180.00	18037		00132487	09/26/2024
				Check Total:	**1,440.00**				
MW OH	CALIFORNIA YELLOW CAB V003323	AUG SENIOR TRANSPORTATION SVS	184071-6401 Community Programs	AP092324	21,942.04	8487024	P13626	00132488	09/26/2024
MW OH	CALIFORNIA YELLOW CAB V003323	AUG SENIOR TRANSPORTATION SVS	194071-6401 Community Programs	AP092324	5,485.51	8487024	P13626	00132488	09/26/2024
				Check Total:	**27,427.55**				
MW OH	CALLYO 2009 CORP V011987	CALLYO SUBSCRIPTION RENEWAL	213041-6366 Web Based Service/Subcriptions	AP092324	4,920.00	R19885		00132489	09/26/2024
				Check Total:	**4,920.00**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP092324	471.06	1589507	P13514	00132490	09/26/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP092324	467.63	1605263	P13514	00132490	09/26/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP092324	87.40	1687433	P13514	00132490	09/26/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP092324	465.19	1687575	P13514	00132490	09/26/2024
				Check Total:	**1,491.28**				
MW OH	CHUNG, HYUN V012031	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP092324	52.04	CHUNG91624		00132491	09/26/2024
				Check Total:	**52.04**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - K. LOUIE	101534-6230 Printing & Binding	AP092324	9.88	ASR0000361		00132492	09/26/2024

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF BREA V000125	BUSINESS CARDS - R. RAMIREZ	101510-6315 Office Supplies	AP092324	16.88	ASR0000362		00132492	09/26/2024
				Check Total:	**26.76**				
MW OH	COMLOCK V003166	REPLACEMENT KEYS	104055-6130 Repair & Maint/Facilities	AP092324	37.11	850334		00132493	09/26/2024
				Check Total:	**37.11**				
MW OH	COMMERCIAL AQUATIC V005203	JUN WHITTEN POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP092324	1,775.00	971464	P13505	00132494	09/26/2024
				Check Total:	**1,775.00**				
MW OH	DAVID TAUSSIG AND V001040	AUG DEVELOPMENT IMPACT FEES	749504-6770 Infrastructure - Major Studies	AP092324	749.33	2408042	P13528	00132495	09/26/2024
MW OH	DAVID TAUSSIG AND V001040	AUG DEVELOPMENT IMPACT FEES	749504-6770 Infrastructure - Major Studies	AP092324	278.10	2408098	P13528	00132495	09/26/2024
				Check Total:	**1,027.43**				
MW OH	DELL MARKETING L.P. V000301	PC REPLACEMENTS	796501-6364 Computer Hardware	AP092324	13,253.00	10770340508	P13603	00132496	09/26/2024
				Check Total:	**13,253.00**				
MW OH	DENNIS GRUBB & V012137	9/1-15 FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP092324	625.00	002-32343	P13478	00132497	09/26/2024
				Check Total:	**625.00**				
MW OH	DFS FLOORING INC V000099	JUL CARPET CLEANING	103654-6290 Dept. Contract Services	AP092324	744.00	311409-7	P13503	00132498	09/26/2024
MW OH	DFS FLOORING INC V000099	AUG CARPET CLEANING	103654-6290 Dept. Contract Services	AP092324	744.00	311409-8	P13503	00132498	09/26/2024
				Check Total:	**1,488.00**				
MW OH	EDHS QUARTERBACK CLUB V003246	2024 HERITAGE FEST SPONSORSHIP	104078-6230 Printing & Binding	AP092324	350.00	091724-01		00132499	09/26/2024

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**350.00**				
MW OH	ESPERANZA FOOTBALL V012664	2024 HERITAGE FEST SPONSORSHIP	104078-6230 Printing & Binding	AP092324	450.00	091724-03		00132500	09/26/2024
				Check Total:	**450.00**				
MW OH	FASTSIGNS V007748	SENIOR CTR SIGN REPLACEMENT	104055-6130 Repair & Maint/Facilities	AP092324	3,871.69	261-19380	P13566	00132501	09/26/2024
				Check Total:	**3,871.69**				
MW OH	FLORES, HERMAN V012055	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP092324	52.04	FLORES91624		00132502	09/26/2024
				Check Total:	**52.04**				
MW OH	FRANCHISE TAX BOARD V000404	FTB PAYROLL PE9/14 PD9/20	0010-2196 Garnishments W/H	AP092324	7.73	PR2401019		00132503	09/26/2024
				Check Total:	**7.73**				
MW OH	GOLDEN STATE WATER V000928	AUG-SEP WATER CHARGES	296561-6335 Water	AP092324	19,800.81	091924		00132504	09/26/2024
MW OH	GOLDEN STATE WATER V000928	AUG-SEP WATER CHARGES	109595-6335 Water	AP092324	2,273.52	091924		00132504	09/26/2024
				Check Total:	**22,074.33**				
MW OH	GONZALEZ, SANDRA V010618	LANDSCAPE PLAN CHECK	102531-6047 Landscape Review Expense	AP092324	1,450.00	024-14	P13576	00132505	09/26/2024
				Check Total:	**1,450.00**				
MW OH	HELPING OUR PETS V012275	8/29-9/2 K9 BOARDING - CHAMP	103041-6148 K9 Expenses	AP092324	340.00	48293		00132506	09/26/2024
MW OH	HELPING OUR PETS V012275	9/6-7 K9 BOARDING - CHAMP	103041-6148 K9 Expenses	AP092324	85.00	48720		00132506	09/26/2024
MW OH	HELPING OUR PETS V012275	9/10-12 K9 BOARDING - CHAMP	103041-6148 K9 Expenses	AP092324	170.00	48835		00132506	09/26/2024

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**595.00**				
MW OH	HR GREEN PACIFIC INC V010735	AUG - ON-CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP092324	2,169.75	178955	P13490	00132507	09/26/2024
				Check Total:	**2,169.75**				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP092324	515.34	0016813086-004	P13479	00132508	09/26/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP092324	484.67	0016941593-001	P13479	00132508	09/26/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP092324	494.91	0017097456-001	P13479	00132508	09/26/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP092324	429.03	0017188730-001	P13479	00132508	09/26/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP092324	160.45	0017616087-001	P13479	00132508	09/26/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP092324	129.67	0071695084-001	P13479	00132508	09/26/2024
				Check Total:	**2,214.07**				
MW OH	JV PLUMBING V011345	7/25 CH PLUMBING SVS	103654-6130 Repair & Maint/Facilities	AP092324	317.00	4709		00132509	09/26/2024
MW OH	JV PLUMBING V011345	8/14 CH PLUMBING SVS	103654-6130 Repair & Maint/Facilities	AP092324	184.25	4752		00132509	09/26/2024
				Check Total:	**501.25**				
MW OH	LEHR AUTO V009930	PSO VEHICLE BATTERY	213041-6842 Vehicles	AP092324	634.06	SI08357		00132510	09/26/2024
				Check Total:	**634.06**				
MW OH	LIEBERT CASSIDY V000597	AUG PROFESSIONAL SVS	101512-6099 Professional Services	AP092324	135.00	275643		00132511	09/26/2024
MW OH	LIEBERT CASSIDY	AUG - PROFESSIONAL SVS	101512-6099	AP092324	1,525.00	276267		00132511	09/26/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000597		Professional Services						
				Check Total:	**1,660.00**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 / 50019-6360 Uniforms	AP092324	903.05	INV863246	P13512	00132512	09/26/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP092324	157.35	INV864364	P13512	00132512	09/26/2024
				Check Total:	**1,060.40**				
MW OH	MARTINEZ, JOHN V010060	TUITION REIMBURSEMENT #23-35	109595-5150 Tuition Reimbursement	AP092324	1,125.00	23-35		00132513	09/26/2024
				Check Total:	**1,125.00**				
MW OH	MINUTEMAN PRESS-V007449	CITY MAP & STREET CHART	213041-6301 Special Department Expenses	AP092324	2,228.38	40243		00132514	09/26/2024
				Check Total:	**2,228.38**				
MW OH	NAPA AUTO PARTS V011456	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP092324	569.91	133433		00132515	09/26/2024
				Check Total:	**569.91**				
MW OH	NAPA AUTO PARTS V012662	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP092324	643.01	891401		00132516	09/26/2024
				Check Total:	**643.01**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP092324	57.92	B70699-1		00132517	09/26/2024
				Check Total:	**57.92**				
MW OH	ORANGE COUNTY V000699	OCEA PE 9/14 PD9/20	0010-2176 PCEA/OCEA Assoc Dues	AP092324	586.23	PR2401019		00132518	09/26/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 9/14 PD9/20	0029-2176 PCEA/OCEA Assoc Dues	AP092324	0.30	PR2401019		00132518	09/26/2024
MW OH	ORANGE COUNTY	OCEA PE 9/14 PD9/20	0037-2176	AP092324	0.10	PR2401019		00132518	09/26/2024

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE 9/14 PD9/20	0048-2176 PCEA/OCEA Assoc Dues	AP092324	0.87	PR2401019		00132518	09/26/2024
				Check Total:	**587.50**				
MW OH	ORANGE COUNTY SHERIFF'S V009715	PD- REPORT WRITTING - REG	213041-6250 Staff Training	AP092324	71.00	OCSD91224		00132519	09/26/2024
MW OH	ORANGE COUNTY SHERIFF'S V009715	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP092324	65.00	OCSD91924		00132519	09/26/2024
				Check Total:	**136.00**				
MW OH	PACIFIC WEST AIR V010710	HVAC REPAIRS - SERVER ROOM	796509-6840 Machinery & Equipment	AP092324	19,900.00	146684	P13640	00132520	09/26/2024
				Check Total:	**19,900.00**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE9/14 PD9/20	0010-2176 PCEA/OCEA Assoc Dues	AP092324	50.65	PR2401019		00132521	09/26/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE9/14 PD9/20	0029-2176 PCEA/OCEA Assoc Dues	AP092324	0.03	PR2401019		00132521	09/26/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE9/14 PD9/20	0037-2176 PCEA/OCEA Assoc Dues	AP092324	0.01	PR2401019		00132521	09/26/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE9/14 PD9/20	0048-2176 PCEA/OCEA Assoc Dues	AP092324	0.07	PR2401019		00132521	09/26/2024
				Check Total:	**50.76**				
MW OH	PLACENTIA COMMUNITY V006797	REPUBLIC SVS ANNUAL CONTRIB	0044-2068 Placentia Community Foundation	AP092324	10,000.00	092324		00132522	09/26/2024
				Check Total:	**10,000.00**				
MW OH	PLACENTIA, CITY OF V000822	PETTY CASH	0044-2084 Donations for Charities	AP092324	500.00	092324		00132523	09/26/2024
				Check Total:	**500.00**				
MW OH	PLACEWORKS	AUG CONSULTING SVS	749104-6017 / 749104-6017	AP092324	2,209.58	PLA-02.0-83492	P13488	00132524	09/26/2024

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	V012423		Special Studies						
MW OH	PLACEWORKS V012423	AUG SP-5 CORRIDOR PLAN	749505-6017 Special Studies	AP092324	239.70	PLA-03.0-83568	P13577	00132524	09/26/2024
				Check Total:	**2,449.28**				
MW OH	POWER PLUS V006730	BUTLER BLDG - TEMP POWER	105213-6850 / 105213-6850 Building & Facilities	AP092324	470.00	322874P0924	P13493	00132525	09/26/2024
				Check Total:	**470.00**				
MW OH	ROOFTEK & V012917	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP092324	100.00	B24-1419		00132526	09/26/2024
				Check Total:	**100.00**				
MW OH	RYDIN DECAL V005931	2025 PARKING PERMITS	103047-6230 Printing & Binding	AP092324	2,195.15	PS-INV123515		00132527	09/26/2024
				Check Total:	**2,195.15**				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	30-2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP092324	417.98	PR2401019		00132528	09/26/2024
				Check Total:	**417.98**				
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHTS INSP - TUFFREE PARK	104055-6139 Repair/Maint - Parks & Fields	AP092324	260.00	8805		00132529	09/26/2024
				Check Total:	**260.00**				
MW OH	SELBERT PERKINS DESIGN V012172	AUG WAYFINDING DESIGN SVS	729201-6770 / 729201-6770 Infrastructure - Major Studies	AP092324	160.00	20241052	P13567	00132530	09/26/2024
MW OH	SELBERT PERKINS DESIGN V012172	AUG WAYFINDING DESIGN SVS	709201-6770 / 709201-6770 Infrastructure - Major Studies	AP092324	160.00	20241052	P13567	00132530	09/26/2024
				Check Total:	**320.00**				
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEP ELECTRIC CHARGES	296561-6330 Electricity	AP092324	96.17	091924		00132531	09/26/2024
MW OH	SOUTHERN CALIFORNIA	AUG-SEP ELECTRIC CHARGES	109595-6330	AP092324	4,502.72	091924		00132531	09/26/2024

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEP ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP092324	130.80	091924		00132531	09/26/2024
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEP ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP092324	159.66	091924		00132531	09/26/2024
				Check Total:	**4,889.35**				
MW OH	STERICYCLE INC V012074	AUG PAPER SHREDDING SVS	374386-6099 Professional Services	AP092324	1,890.51	8008226698	P13557	00132532	09/26/2024
				Check Total:	**1,890.51**				
MW OH	TALX UC eXpress V002944	9/1-11/30 UNEMPL CLAIMS MGMT	404581-6025 Third Party Administration	AP092324	387.84	2061942957		00132533	09/26/2024
				Check Total:	**387.84**				
MW OH	THE BEE MAN V000117	BEE REMOVAL SVS - 1400 N KRAEM	103654-6290 Dept. Contract Services	AP092324	265.00	131188		00132534	09/26/2024
				Check Total:	**265.00**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP092324	326.18	70694		00132535	09/26/2024
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP092324	108.73	70711		00132535	09/26/2024
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP092324	163.09	70721		00132535	09/26/2024
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP092324	217.46	70723		00132535	09/26/2024
				Check Total:	**815.46**				
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6146 Paint Supplies	AP092324	274.50	06-109829		00132536	09/26/2024
				Check Total:	**274.50**				
MW OH	ULINE	CCB SUPPLIES 2024	104072-6301	AP092324	173.65	18319917		00132537	09/26/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006583		Special Department Expenses						
				Check Total:	**173.65**				
MW OH	UNIQUE PRINTING V010259	PD UNIFORM EMBROIDER SVS	103043-6360 Uniforms	AP092324	527.44	46202		00132538	09/26/2024
				Check Total:	**527.44**				
MW OH	US BANK PARS #6746022400 V008781	PARS EE/ER PE9/14 PD9/20	0010-2126 Employee PARS/ARS W/H	AP092324	1,714.61	PR2401019		00132539	09/26/2024
MW OH	US BANK PARS #6746022400 V008781	PARS EE/ER PE9/14 PD9/20	0010-2131 Employer PARS/ARS Payable	AP092324	1,714.61	PR2401019		00132539	09/26/2024
				Check Total:	**3,429.22**				
MW OH	VALDEZ, FABIAN V012210	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP092324	348.08	VALDEZ91624		00132540	09/26/2024
				Check Total:	**348.08**				
MW OH	VALENCIA HIGH SCHOOL V012918	VALENCIA FOOTBALL SPONSORSHIP	104078-6230 Printing & Binding	AP092324	750.00	091724-02		00132541	09/26/2024
				Check Total:	**750.00**				
MW OH	VASQUEZ, KAREN V012919	DAMAGE DEPOSIT REFUND R3851	104071-4385 Facility Rental	AP092324	111.00	2004033.002		00132542	09/26/2024
				Check Total:	**111.00**				
MW OH	WAGONER, BEAU V009143	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP092324	267.10	WAGONER9192		00132543	09/26/2024
				Check Total:	**267.10**				
MW OH	WAXIE SANITARY SUPPLY V001132	SANITARY SUPPLIES	103654-6147 Janitorial Supplies	AP092324	1,446.01	82669744		00132544	09/26/2024
				Check Total:	**1,446.01**				
MW OH	WEST COAST ARBORISTS IN V001124	6/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP092324	2,170.00	215202	P13622	00132545	09/26/2024

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MW OH	WEST COAST ARBORISTS IN V001124	6/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP092324	1,170.00	215812	P13622	00132545	09/26/2024
				Check Total:	**3,340.00**				
MW OH	ADMINSURE V004980	JUL WORKER'S COMP ADMIN	404580-5500 Contra - Salaries	AP093024	5,259.18	17227	P13644	00132546	10/03/2024
MW OH	ADMINSURE V004980	AUG WORKER'S COMP ADMIN	404580-5500 Contra - Salaries	AP093024	4,573.20	17304	P13644	00132546	10/03/2024
				Check Total:	**9,832.38**				
MW OH	AIR EXCHANGE INC V011544	ENGINE DROP REPAIRS	103066-6099 Professional Services	AP093024	787.18	91612916		00132547	10/03/2024
				Check Total:	**787.18**				
MW OH	AIRGAP LABS LLC V012533	MAY BUTLER BLDG PROJ	101523-6099 Professional Services	AP093024	1,815.00	212827		00132548	10/03/2024
MW OH	AIRGAP LABS LLC V012533	JUN BUTLER BLDG PRJ	101523-6099 Professional Services	AP093024	660.00	212926		00132548	10/03/2024
				Check Total:	**2,475.00**				
MW OH	ALL CITY MANAGEMENT V000005	9/1-14 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP093024	5,005.80	95482	P13468	00132549	10/03/2024
				Check Total:	**5,005.80**				
MW OH	ALVAREZ, EDUARDO V012921	C&D BOND REFUND 40-24-59	0044-2033 Construction & Demo Deposit	AP093024	500.00	B24-1813		00132550	10/03/2024
				Check Total:	**500.00**				
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101523-6368 Computer Peripheral/Accessory	AP093024	225.88	137N-TTKW-		00132551	10/03/2024
MW OH	AMAZON CAPITAL SERVICES V012336	DELL DOC-KING STATIONS	796501-6364 Computer Hardware	AP093024	430.54	137N-TTKW-		00132551	10/03/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101510-6315 Office Supplies	AP093024	73.08	137N-TTKW-		00132551	10/03/2024

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MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101523-6315 Office Supplies	AP093024	343.74	137N-TTKW-		00132551	10/03/2024
				Check Total:	**1,073.24**				
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	65.17	105845614		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	391.83	105845615		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	584.00	105845616		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	146.08	105845617		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	65.17	105845618		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	451.37	105846625		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	100.09	105846628		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	152.00	105846629		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	466.91	105846630		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	615.38	105846632		00132552	10/03/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP093024	106.78	105846633		00132552	10/03/2024
				Check Total:	**3,144.78**				
MW OH	AT & T V008736	9/13-10/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP093024	89.88	KP SEP 24		00132553	10/03/2024

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				Check Total:	**89.88**				
MW OH	AT&T MOBILITY V011025	8/11-9/10 CS FIRSTNET	109595-6215 Telephone/Internet	AP093024	400.87	23788138		00132554	10/03/2024
MW OH	AT&T MOBILITY V011025	89/11-9/10 OUTSTA FIRSTNET	109595-6215 Telephone/Internet	AP093024	40.24	23788138		00132554	10/03/2024
MW OH	AT&T MOBILITY V011025	89/11-9/10 ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP093024	160.96	23788138		00132554	10/03/2024
MW OH	AT&T MOBILITY V011025	89/11-9/10 PW FIRSTNET	109595-6215 Telephone/Internet	AP093024	1,502.55	23788138		00132554	10/03/2024
MW OH	AT&T MOBILITY V011025	7/14-9/13 FD, PD FIRSTNET	109595-6215 Telephone/Internet	AP093024	11,510.27	23795164		00132554	10/03/2024
				Check Total:	**13,614.89**				
MW OH	BIGGS CARDOSA V010461	AUG ENGINEERING SVS	331801-6740 Infrastructure - Streets	AP093024	13,949.38	91617	P13536	00132555	10/03/2024
				Check Total:	**13,949.38**				
MW OH	BRENNAN ESTIMATING V011259	6/26 FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP093024	469.65	12469	P13521	00132556	10/03/2024
MW OH	BRENNAN ESTIMATING V011259	7/9 FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP093024	810.00	12533	P13521	00132556	10/03/2024
MW OH	BRENNAN ESTIMATING V011259	8/12 FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP093024	810.00	12695	P13521	00132556	10/03/2024
				Check Total:	**2,089.65**				
MW OH	BRIONES, MARK V012831	WK2 OLD TOWN LIVE PERFORMER	101534-6225 / 243401-6225 Advertising/Promotional	AP093024	600.00	09232024		00132557	10/03/2024
				Check Total:	**600.00**				
MW OH	CALIFORNIA POLICE CHIEFS V000196	MEMBERSHIP RENEWAL - B. BUTTS	103040-6255 Dues & Memberships	AP093024	730.00	6187		00132558	10/03/2024
MW OH	CALIFORNIA POLICE CHIEFS	MEMBERSHIP RENEW -	103040-6255	AP093024	155.00	7002		00132558	10/03/2024

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	V000196		Dues & Memberships						
				Check Total:	**885.00**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP093024	476.66	1789125	P13514	00132559	10/03/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP093024	98.33	1835994	P13514	00132559	10/03/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP093024	475.52	1836140	P13514	00132559	10/03/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP093024	75.87	489218	P13514	00132559	10/03/2024
				Check Total:	**1,126.38**				
MW OH	CARAHSOFT TECHNOLOGY V010983	DOCUSIGN BUSINESS PRO	101523-6136 Software Maintenance	AP093024	5,979.03	IN1766385	P13611	00132560	10/03/2024
				Check Total:	**5,979.03**				
MW OH	CAREERS IN GOVERNMENT V012589	7/24-25 MEMBERSHIP	101512-6225 Advertising/Promotional	AP093024	3,350.00	11-16041		00132561	10/03/2024
				Check Total:	**3,350.00**				
MW OH	CERTIFIED ROOFING V009895	ROOFING BOND REFUND 30-24-241	0044-2023 P-Cards Payable Pending	AP093024	100.00	B24-1775		00132562	10/03/2024
				Check Total:	**100.00**				
MW OH	CHARTER COMMUNICATIONS V004450	9/14-10/13 NS INTERNET	109595-6215 Telephone/Internet	AP093024	430.36	0619546091424		00132563	10/03/2024
				Check Total:	**430.36**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - C. TANIO	103550-6230 Printing & Binding	AP093024	21.14	ASR0000360		00132564	10/03/2024
				Check Total:	**21.14**				
MW OH	CLIFTONLARSONALLEN LLP	FINANCE AUDIT FY23/24	102020-6010	AP093024	510.00	L241635443	P13582	00132565	10/03/2024

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	V012348		Accounting & Auditing Service						
				Check Total:	**510.00**				
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP093024	854.29	16135		00132566	10/03/2024
				Check Total:	**854.29**				
MW OH	COMMERCIAL AQUATIC V005203	AUG CIVIC CTR FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP093024	408.80	989405	P13508	00132567	10/03/2024
MW OH	COMMERCIAL AQUATIC V005203	AUG FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP093024	291.20	989405	P13508	00132567	10/03/2024
				Check Total:	**700.00**				
MW OH	COUNTY OF ORANGE V005595	UNDERGROUND STORAGE TANK FEE	103658-6257 Licenses & Permits	AP093024	1,448.00	IN2722063		00132568	10/03/2024
MW OH	COUNTY OF ORANGE V005595	HAZMAT CHEMICAL DISCLOSURE	103658-6257 Licenses & Permits	AP093024	512.00	IN27222723		00132568	10/03/2024
MW OH	COUNTY OF ORANGE V005595	CUPA FY24-25	103066-6099 Professional Services	AP093024	450.00	IN2723230		00132568	10/03/2024
				Check Total:	**2,410.00**				
MW OH	COUNTY OF ORANGE V008881	FY24/25 NPDES WATER QUALITY	103593-6257 Licenses & Permits	AP093024	928.03	PW250203		00132569	10/03/2024
MW OH	COUNTY OF ORANGE V008881	RADIO REPAIRS	103041-6137 Repair Maint/Equipment	AP093024	648.97	STTM002412		00132569	10/03/2024
				Check Total:	**1,577.00**				
MW OH	CSG CONSULTANTS INC V011609	AUG BUILDING INSPECTION SVS	102532-6290 Dept. Contract Services	AP093024	19,800.00	58203	P13606	00132570	10/03/2024
				Check Total:	**19,800.00**				
MW OH	DELL MARKETING L.P. V000301	LAPTOP	796501-6364 Computer Hardware	AP093024	1,148.38	10770356225	P13603	00132571	10/03/2024

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				Check Total:	**1,148.38**				
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	101512-6099 Professional Services	AP093024	580.00	760330		00132572	10/03/2024
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP093024	128.00	760330		00132572	10/03/2024
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP093024	17.00	760330		00132572	10/03/2024
				Check Total:	**725.00**				
MW OH	DIAZ TOP ROOFING SERVICE V012922	ROOFING BOND REFUND 30-24-266	0044-2033 Construction & Demo Deposit	AP093024	100.00	B24-1881		00132573	10/03/2024
				Check Total:	**100.00**				
MW OH	DISABILITY ACCESS V012852	AUG - CONSULTING ADA PLAN SVS	109401-6770 / 24901-6770 Infrastructure - Major Studies	AP093024	42,670.00	24-249	P13598	00132574	10/03/2024
				Check Total:	**42,670.00**				
MW OH	DIVISION OF THE STATE V008904	2024-3Q TAXES SB 1186 & AB 137	0044-2032 SB 1186 BL State Fee	AP093024	2,336.00	100124		00132575	10/03/2024
MW OH	DIVISION OF THE STATE V008904	2024-3Q TAXES SB 1186 & AB 137	100000-4101 Business License Fees	AP093024	-2,102.40	100124		00132575	10/03/2024
				Check Total:	**233.60**				
MW OH	EXPRESS SIGN & NEON V012561	CITY SIGNS	105109-6740 / 24104-6740 Infrastructure - Streets	AP093024	21,011.63	CIPL091924-01	P13612	00132576	10/03/2024
				Check Total:	**21,011.63**				
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	110.17	102-215643	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	23.04	102-217702	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	109.13	102-217728	P13535	00132577	10/03/2024

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MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	27.55	102-217903	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	5.22	102-218273	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	17.36	102-218314	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	39.95	102-218347	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	166.15	102-218554	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	27.05	102-218735	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	76.11	102-218736	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	19.01	102-218769	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	38.79	102-218818	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	102.46	102-219000	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	128.22	102-219088	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	210.58	102-219215	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	73.38	12-6031229	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	4.20	12-6125101	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS	PARTS AND SUPPLIES	103658-6134	AP093024	37.88	12-6131133	P13535	00132577	10/03/2024

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	16.29	12-6143556	P13535	00132577	10/03/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	35.99	12-6145863	P13535	00132577	10/03/2024
				Check Total:	**1,268.53**				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP093024	281.65	290887		00132578	10/03/2024
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP093024	238.50	290953		00132578	10/03/2024
				Check Total:	**520.15**				
MW OH	FASTSIGNS OF FULLERTON V011616	OLD CH LETTERING	103654-6130 Repair & Maint/Facilities	AP093024	3,767.29	261-20278	P13518	00132579	10/03/2024
				Check Total:	**3,767.29**				
MW OH	FM THOMAS AIR V010634	8/21 HVAC SERVICES	103654-6290 Dept. Contract Services	AP093024	429.58	47115	P13530	00132580	10/03/2024
				Check Total:	**429.58**				
MW OH	GALLS LLC V000438	UNIFORM EMBROIDERY SVS	103066-6360 Uniforms	AP093024	408.52	02880599		00132581	10/03/2024
				Check Total:	**408.52**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	CUSTODIAL SUPPLIES	103654-6147 Janitorial Supplies	AP093024	2,416.99	345292A	P13583	00132582	10/03/2024
				Check Total:	**2,416.99**				
MW OH	GOLDEN BELL PRODUCTS V005233	SEWER MANHOLE MAINT SVS	484356-6120 R & M/Sewer & Storm Drain	AP093024	22,128.00	22450	P13516	00132583	10/03/2024
				Check Total:	**22,128.00**				
MW OH	GOLDEN STATE WATER	8/16-9/17 WATER CHARGES	109595-6335	AP093024	2,765.67	092624		00132584	10/03/2024

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	V000928		Water						
MW OH	GOLDEN STATE WATER V000928	8/16-9/17 WATER CHARGES	296561-6335 Water	AP093024	112.46	092624		00132584	10/03/2024
				Check Total:	**2,878.13**				
MW OH	GONZALES, ANDREW A V010615	TRAINING MILEAGE	102534-6245 Meetings & Conferences	AP093024	117.92	093024		00132585	10/03/2024
				Check Total:	**117.92**				
MW OH	HALO CONFIDENTIAL V011712	SEP PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP093024	2,200.37	0240T	P13460	00132586	10/03/2024
				Check Total:	**2,200.37**				
MW OH	HERC RENTALS INC V010786	8/21 A/C RENTAL	103654-6170 Equipment & Tool Rental	AP093024	130.27	34869771-001		00132587	10/03/2024
				Check Total:	**130.27**				
MW OH	HF&H CONSULTANTS LLC V010575	JUL SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP093024	894.50	9721415	P13634	00132588	10/03/2024
				Check Total:	**894.50**				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SUPPLIES	103652-6310 Street Signs	AP093024	141.03	161291		00132589	10/03/2024
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SUPPLIES	103652-6310 Street Signs	AP093024	151.35	161552		00132589	10/03/2024
				Check Total:	**292.38**				
MW OH	HIRSCH & ASSOCIATES INC V012854	JUL LANDSCAPE DESIGN SVS	507313-6760 / 507313-6760 Infrastructure - Parks	AP093024	8,492.25	2421 PB-2	P13601	00132590	10/03/2024
				Check Total:	**8,492.25**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6137 Repair Maint/Equipment	AP093024	174.93	9702163		00132591	10/03/2024
				Check Total:	**174.93**				

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MW OH	HOUSTON & HARRIS PCS IN V010110	UL-AUG SEWER LINE CLEANING	484356-6120 R & M/Sewer & Storm Drain	AP093024	50,936.67	2426213	P13517	00132592	10/03/2024
				Check Total:	**50,936.67**				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND 30-23-458	0044-2033 Construction & Demo Deposit	AP093024	100.00	B23-2796		00132593	10/03/2024
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND 30-24-234	0044-2033 Construction & Demo Deposit	AP093024	100.00	B24-1758		00132593	10/03/2024
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND 30-24-235	0044-2033 Construction & Demo Deposit	AP093024	100.00	B24-1759		00132593	10/03/2024
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND 30-24-236	0044-2033 Construction & Demo Deposit	AP093024	100.00	B24-1760		00132593	10/03/2024
				Check Total:	**400.00**				
MW OH	HUMANITY.COM LLC V012916	9/11-12/10 SUBSCRIPTION	104070-6366 Web Based Service/Subcriptions	AP093024	718.68	INV00372686		00132594	10/03/2024
				Check Total:	**718.68**				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	208.55	0016982876-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	211.87	0017184342-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	728.53	0017284850-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	53.06	0017311142-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	249.87	0017378589-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	154.76	0017396557-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6130	AP093024	48.46	0017513212-001	P13560	00132595	10/03/2024

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	V006506		Repair & Maint/Facilities						
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	84.26	0017601495-001	P13560	00132595	10/03/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP093024	508.94	0017632679-001	P13560	00132595	10/03/2024
				Check Total:	**2,248.30**				
MW OH	INFRASTRUCTURE V012600	JUL PM SERVICES	713101-6750 Infrastructure - Sewer	AP093024	752.00	529	P13646	00132596	10/03/2024
MW OH	INFRASTRUCTURE V012600	JUL PM SERVICES	331801-6740 Infrastructure - Streets	AP093024	5,640.00	529	P13646	00132596	10/03/2024
MW OH	INFRASTRUCTURE V012600	AUG PM SERVICES	331801-6740 Infrastructure - Streets	AP093024	5,264.00	539	P13646	00132596	10/03/2024
MW OH	INFRASTRUCTURE V012600	AUG PM SERVICES	713101-6750 Infrastructure - Sewer	AP093024	1,128.00	539	P13646	00132596	10/03/2024
				Check Total:	**12,784.00**				
MW OH	KENT AUTOMOTIVE V012924	MECHANIC SHOP SUPPLIES	103658-6137 Repair Maint/Equipment	AP093024	467.76	9311789047		00132597	10/03/2024
				Check Total:	**467.76**				
MW OH	LAWCX V001925	2024/25 DEPOSIT PREMIUM	404580-5166 Workers' Comp Premiums	AP093024	423,760.00	0020-2025		00132598	10/03/2024
MW OH	LAWCX V001925	22/23 BOARD MEETINGS NON-ATTEN	404580-5166 Workers' Comp Premiums	AP093024	500.00	0020-2025		00132598	10/03/2024
				Check Total:	**424,260.00**				
MW OH	LN CURTIS & SONS V011267	PPE CLEANING	103066-6361 Personal Protection Equipment	AP093024	8,054.07	INV850925	P13504	00132599	10/03/2024
MW OH	LN CURTIS & SONS V011267	UNIFORMS	103067-6360 Uniforms	AP093024	800.49	INV855133	P13504	00132599	10/03/2024
MW OH	LN CURTIS & SONS	UNIFORMS	103067-6360	AP093024	27.19	INV856014	P13504	00132599	10/03/2024

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	V011267		Uniforms						
				Check Total:	**8,881.75**				
MW OH	MARIPOSA LANDSCAPES INC V000647	JUL LIBRARY MAINT SVS	103655-6115 / 21008-6115 Landscaping	AP093024	1,519.81	108989	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	JUL CALTRANS SLOPE ON 57 FRWY	103655-6115 / 243601-6115 Landscaping	AP093024	133.55	108989	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	JUL MEDIAN & PKWY MAINT SVS	103655-6115 Landscaping	AP093024	2,795.92	108989	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	JUL LMD MAINT SVS	296561-6115 Landscaping	AP093024	5,736.44	108989	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	JUL MEDIAN & PKWY MAINT SVS	173555-6115 Landscaping	AP093024	9,141.60	108989	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	JUL CROWTHER MEDIAN & PKWY	800000-6115 Landscaping	AP093024	133.55	108989	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	AUG CROWTHER MEDIAN & PKWY	800000-6115 Landscaping	AP093024	133.55	109464	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	AUG MEDIAN & PKWY MAINT SVS	173555-6115 Landscaping	AP093024	9,141.60	109464	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	AUG LMD MAINT SVS	296561-6115 Landscaping	AP093024	5,736.44	109464	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	AUG MEDIAN & PKWY MAINT SVS	103655-6115 Landscaping	AP093024	2,795.92	109464	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	AUG LIBRARY MAINT SVS	103655-6115 / 21008-6115 Landscaping	AP093024	1,519.81	109464	P13507	00132600	10/03/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	AUG CALTRANS SLOPE ON 57 FRWY	103655-6115 / 243601-6115 Landscaping	AP093024	133.55	109464	P13507	00132600	10/03/2024
				Check Total:	**38,921.74**				
MW OH	MARTIN, ARMANDO	AUG DEAD ANIMAL REMOVAL SVS	103652-6290	AP093024	600.00	0002744	P13534	00132601	10/03/2024

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	V011735		Dept. Contract Services						
				Check Total:	**600.00**				
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	147.51	555256/5		00132602	10/03/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	131.24	555431/5		00132602	10/03/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	79.09	555680/5		00132602	10/03/2024
MW OH	MC FADDEN-DALE V000635	PW FLEET SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	70.58	556028/5		00132602	10/03/2024
				Check Total:	**428.42**				
MW OH	MIKE RAAHAUGES V010677	9/24 PISTOL RANGE USAGE	103043-6162 Range Training	AP093024	75.00	2011		00132603	10/03/2024
				Check Total:	**75.00**				
MW OH	MINUTEMAN PRESS-V007449	ENGINEERING BLUEPRINT	637505-6760 Infrastructure - Parks	AP093024	804.75	40163		00132604	10/03/2024
MW OH	MINUTEMAN PRESS-V007449	ENVELOPES	103043-6399 Other Supplies	AP093024	314.29	40249		00132604	10/03/2024
MW OH	MINUTEMAN PRESS-V007449	PRINTING SERVICES	103040-6230 Printing & Binding	AP093024	112.74	40254		00132604	10/03/2024
				Check Total:	**1,231.78**				
MW OH	MOLONEY, TRACEY V011052	REPAIR DAMAGE AT 301 CAFE	302535-6401 / 232501-6401 Community Programs	AP093024	350.00	09262024		00132605	10/03/2024
				Check Total:	**350.00**				
MW OH	NAPA AUTO PARTS V011456	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP093024	6.57	134199		00132606	10/03/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP093024	29.62	13429		00132606	10/03/2024

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MW OH	NAPA AUTO PARTS V011456	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP093024	154.27	134310		00132606	10/03/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP093024	20.87	134947		00132606	10/03/2024
				Check Total:	**211.33**				
MW OH	NAPA AUTO PARTS V012662	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP093024	184.10	893736		00132607	10/03/2024
				Check Total:	**184.10**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP093024	108.30	70718		00132608	10/03/2024
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP093024	40.12	B70718-1		00132608	10/03/2024
				Check Total:	**148.42**				
MW OH	ORACLE AMERICA INC V012900	SEP IMPLEMENTATION - NETSUITE	796507-6099 Professional Services	AP093024	2,940.00	101558578	P13571	00132609	10/03/2024
				Check Total:	**2,940.00**				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP093024	612.33	1020286184		00132610	10/03/2024
				Check Total:	**612.33**				
MW OH	PEST OPTIONS INC V010037	CSC - RODENT CONTROL	104055-6139 Repair/Maint - Parks & Fields	AP093024	690.00	452841		00132611	10/03/2024
				Check Total:	**690.00**				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP093024	115.32	C69523		00132612	10/03/2024
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP093024	179.28	C69529		00132612	10/03/2024
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP093024	137.13	C69544		00132612	10/03/2024

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				Check Total:	**431.73**				
MW OH	PRIORITY DISPATCH CORP V011406	EMD, EFD TRAINING COURSE MAT	101515-6250 Staff Training	AP093024	368.88	SIN383916		00132613	10/03/2024
				Check Total:	**368.88**				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPL PSYCH EVALUATION	101512-6099 Professional Services	AP093024	924.00	900014		00132614	10/03/2024
				Check Total:	**924.00**				
MW OH	QUADIENT INC V012611	OCT - PARCEL PENDING	103654-6290 Dept. Contract Services	AP093024	136.86	61315401		00132615	10/03/2024
				Check Total:	**136.86**				
MW OH	REGIONAL TRAINING V004573	POST TRAINING REG - S. ACOSTA	101515-6250 Staff Training	AP093024	625.00	76218		00132616	10/03/2024
				Check Total:	**625.00**				
MW OH	ROADLINE PRODUCTS V004083	ROADMAX PAINT	103652-6146 Paint Supplies	AP093024	534.38	20385		00132617	10/03/2024
MW OH	ROADLINE PRODUCTS V004083	ROADMAX PAINT	103652-6146 Paint Supplies	AP093024	539.38	20444		00132617	10/03/2024
MW OH	ROADLINE PRODUCTS V004083	ROADMAX PAINT	103652-6146 Paint Supplies	AP093024	702.50	20474		00132617	10/03/2024
				Check Total:	**1,776.26**				
MW OH	RODRIGUEZ, RUDY V012926	DAMAGE DEPOSIT REFUND R3838	104071-4385 Facility Rental	AP093024	166.00	2004203.002		00132618	10/03/2024
				Check Total:	**166.00**				
MW OH	SC FUELS V012766	8/16-31 FUEL	103658-6345 Gasoline & Diesel Fuel	AP093024	13,714.26	0932649	P13489	00132619	10/03/2024
MW OH	SC FUELS V012766	9/1-15 FUEL	103658-6345 Gasoline & Diesel Fuel	AP093024	11,879.75	0939360	P13489	00132619	10/03/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**25,594.01**				
MW OH	SCA OF CA LLC V012501	AUG - STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP093024	14,608.00	2512467DS	P13529	00132620	10/03/2024
				Check Total:	**14,608.00**				
MW OH	SECO ELECTRIC & LIGHTINGV010182	ELECTRICAL MATERIALS	103654-6130 Repair & Maint/Facilities	AP093024	283.77	8787		00132621	10/03/2024
MW OH	SECO ELECTRIC & LIGHTINGV010182	LOAD TESTING	103654-6130 Repair & Maint/Facilities	AP093024	2,200.00	8803		00132621	10/03/2024
				Check Total:	**2,483.77**				
MW OH	SHIFT CALENDARS INC V012063	SHIFT CALENDARS 2025	103066-6301 Special Department Expenses	AP093024	616.66	25704		00132622	10/03/2024
				Check Total:	**616.66**				
MW OH	SMARTCOVER SYSTEMS V010957	SMART COVER SUBSCRIPTION SVS	484356-6120 R & M/Sewer & Storm Drain	AP093024	3,668.66	31622	P13629	00132623	10/03/2024
				Check Total:	**3,668.66**				
MW OH	SO CAL GAS V000909	AUG-SEP GAS CHARGES	109595-6340 Natural Gas	AP093024	367.53	092624		00132624	10/03/2024
				Check Total:	**367.53**				
MW OH	SOUTH COAST AQMD V001190	RULE 461 LIQUID FUEL DISP FEE	103654-6257 Licenses & Permits	AP093024	319.84	4399142		00132625	10/03/2024
MW OH	SOUTH COAST AQMD V001190	FY23/24 EMISSIONS FEE	103654-6257 Licenses & Permits	AP093024	165.96	4400264		00132625	10/03/2024
				Check Total:	**485.80**				
MW OH	SVN VANGUARD V012920	TRILLIUM LEASE PROPOSAL REVIEW	103654-6290 Dept. Contract Services	AP093024	1,500.00	924-5		00132626	10/03/2024
				Check Total:	**1,500.00**				
MW OH	TECHNICOLOR PRINTING	VOLUNTEER T-SHIRTS - HERITAGE	104078-6301	AP093024	561.59	9224		00132627	10/03/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010386		Special Department Expenses						
				Check Total:	**561.59**				
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6146 Paint Supplies	AP093024	253.76	7793-5		00132628	10/03/2024
				Check Total:	**253.76**				
MW OH	TOTUM CORP V010229	AUG CONSTRUCTION INSP SVS	105213-6850 / 105213-6850 Building & Facilities	AP093024	12,587.50	206598	P13585	00132629	10/03/2024
				Check Total:	**12,587.50**				
MW OH	TREJO, DANIELA V012221	TUITION REIMBURSEMENT #23-38	109595-5150 Tuition Reimbursement	AP093024	382.50	23-38		00132630	10/03/2024
				Check Total:	**382.50**				
MW OH	TRILLIUM CNG (1720) V007952	AUG - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP093024	44.60	241208373		00132631	10/03/2024
				Check Total:	**44.60**				
MW OH	UCI HEALTH - PLACENTIA V012925	BLG/ZONING APPLICATION REFUND	740000-4302 General Plan Update Fee	AP093024	29.55	092624		00132632	10/03/2024
MW OH	UCI HEALTH - PLACENTIA V012925	BLG/ZONING APPLICATION REFUND	102531-4305 Planning Division Fees	AP093024	311.00	092624		00132632	10/03/2024
MW OH	UCI HEALTH - PLACENTIA V012925	BLG/ZONING APPLICATION REFUND	102532-4380 Business Site Insp Fee	AP093024	85.00	092624		00132632	10/03/2024
				Check Total:	**425.55**				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE TRAILER/MIXER RENT	103652-6132 Repair & Maintenance/Streets	AP093024	342.58	237518999-001		00132633	10/03/2024
				Check Total:	**342.58**				
MW OH	US BANK V003824	2023A PSB BONDS TRUSTEE FEE	825525-6030 Trustee Fees	AP093024	2,500.00	7449826		00132634	10/03/2024
				Check Total:	**2,500.00**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	V MONTOYA ENTERPRISES V012358	PLANTS - YORBA LINDA BLVD	791304-6740 / 791304-6740 Infrastructure - Streets	AP093024	39.15	32151		00132635	10/03/2024
MW OH	V MONTOYA ENTERPRISES V012358	PLANTS - YORBA LINDA BLVD	791304-6740 / 791304-6740 Infrastructure - Streets	AP093024	380.63	32228		00132635	10/03/2024
				Check Total:	**419.78**				
MW OH	WELLS FARGO VENDOR FIN V010076	9/15-10/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP093024	126.47	5031164195	P13474	00132636	10/03/2024
MW OH	WELLS FARGO VENDOR FIN V010076	9/15-10/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP093024	96.70	5031164196	P13474	00132636	10/03/2024
MW OH	WELLS FARGO VENDOR FIN V010076	9/15-10/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP093024	24.97	5031164197	P13474	00132636	10/03/2024
MW OH	WELLS FARGO VENDOR FIN V010076	9/15-10/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP093024	25.34	5031164198	P13474	00132636	10/03/2024
MW OH	WELLS FARGO VENDOR FIN V010076	9/15-10/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP093024	7,068.65	5031164200	P13474	00132636	10/03/2024
				Check Total:	**7,342.13**				
MW OH	WEST COAST ARBORISTS IN V001124	9/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP093024	19,808.00	216951	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS IN V001124	9/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP093024	19,808.00	216951	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS IN V001124	9/1-15 TREE REMOVALS	103655-6116 Tree Maintenance	AP093024	780.00	216952	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS IN V001124	9/15-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP093024	780.00	217601	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS IN V001124	9/15-31 TREE REMOVALS	103655-6116 Tree Maintenance	AP093024	390.00	217601	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS IN V001124	9/15-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP093024	780.00	217601	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS IN V001124	9/15-31 TREE TRIMMING SVS	173555-6116	AP093024	15,061.00	217602	P13622	00132637	10/03/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001124		Tree Maintenance						
MW OH	WEST COAST ARBORISTS INC V001124	7/15-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP093024	15,061.00	217602	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP093024	7,056.00	218128	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP093024	7,056.00	218128	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS INC V001124	8/1-15 TREE REMOVALS	103655-6116 Tree Maintenance	AP093024	1,050.00	218129	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS INC V001124	8/15-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP093024	1,775.00	219102	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS INC V001124	8/15-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP093024	195.00	219102	P13622	00132637	10/03/2024
MW OH	WEST COAST ARBORISTS INC V001124	8/15-31 TREE & STUMP REMOVAL	103655-6116 Tree Maintenance	AP093024	3,140.00	219103	P13622	00132637	10/03/2024
				Check Total:	**92,740.00**				
MW OH	YORBA LINDA WATER V006633	FY25 CAPITAL FINANCE CHARGES	109595-6335 Water	AP093024	1,030.32	6259-563104		00132638	10/03/2024
				Check Total:	**1,030.32**				
MW OH	ABBIT, JEFF V006201	HERITAGE FEST - ENTERTAINER	104078-6265 Entertainment Services	AP100924	725.00	093024-03		00132639	10/09/2024
				Check Total:	**725.00**				
MW OH	CIRCUS JOY V007922	HERITAGE FEST ENTERTAINER	104078-6265 Entertainment Services	AP100924	650.00	093024-04		00132640	10/09/2024
				Check Total:	**650.00**				
MW OH	CITY OF PLACENTIA V000773	HERITAGE FEST - PETTY CASH	104078-6301 Special Department Expenses	AP100924	600.00	10022024		00132641	10/09/2024
				Check Total:	**600.00**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FIESTA FANTASTIC V012678	HERITAGE FEST -BALLOON TWISTER	104078-6265 Entertainment Services	AP100924	550.00	093024-05		00132642	10/09/2024
				Check Total:	**550.00**				
MW OH	FUN SERVICES V000412	HERITAGE - INFLATABLES/GAMES	104078-6265 Entertainment Services	AP100924	2,067.00	093024-07		00132643	10/09/2024
				Check Total:	**2,067.00**				
MW OH	MAMA SAID V012038	HERITAGE FEST BAND	104078-6265 Entertainment Services	AP100924	3,000.00	093024		00132644	10/09/2024
				Check Total:	**3,000.00**				
MW OH	MOBILE ZOO OF SOUTHERN V010595	HERITAGE FEST - PETTING ZOO	104078-6265 Entertainment Services	AP100924	1,398.00	093024-2		00132645	10/09/2024
				Check Total:	**1,398.00**				
MW OH	MONARCH BALLOON V012929	HERITAGE FEST - BALOON ARCHES	104078-6265 Entertainment Services	AP100924	190.00	093024-06		00132646	10/09/2024
				Check Total:	**190.00**				
MW OH	PLACENTIA POLICE V001973	HERITAGE -POLICE EXPL SUPPLIES	104078-6399 Other Supplies	AP100924	800.00	10022024		00132647	10/09/2024
				Check Total:	**800.00**				
MW OH	PRESTIGE GOLF CARTS V012927	HERITAGE FEST - GOLF CARTS	104078-6165 Vehicle Lease	AP100924	2,109.07	01-205095		00132648	10/09/2024
				Check Total:	**2,109.07**				
MW OH	SCSBOA V006432	HERITAGE - BAND REVIEW JUDGES	104078-6265 Entertainment Services	AP100924	3,500.00	093024-8	P13651	00132649	10/09/2024
				Check Total:	**3,500.00**				
				Type Total:	**1,113,427.09**				
				Check Total:	**1,113,427.09**				

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ACH Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	1,370,969.30				

Check Totals by ID	
AP	1,370,969.30
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	1,370,969.30

Fund Name	Check Totals by Fund
101-General Fund (0010)	539,312.35
231-Placentia Reg Nav Cent(0078)	647.37
265-Landscape Maintenance (0029)	37.29
275-Sewer Maintenance (0048)	396.14
401-City Capital Projects (0033)	519.98
501-Refuse Administration (0037)	770,214.41
601-Employee Health & Wlfre (0039)	56,788.82
605-Risk Management (0040)	3,052.94
Check Total:	1,370,969.30

ACH Payroll Direct Deposit for 10/04/2024: 651,151.71

Electronic Disbursement Total: 2,022,131.01

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	CALIFORNIA PUBLIC V010053	PR2401012 CALPERS FEES	109595-5145 Employer CalPERS Retire NC	ACH092424	200.00	10000001759823		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PR2401013 CALPERS FEES	109595-5145 Employer CalPERS Retire NC	ACH092424	200.00	10000001761970		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PR2401014 CALPERS FEES	109595-5145 Employer CalPERS Retire NC	ACH092424	200.00	10000001762980		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0010-2140 Employee PERS W/H	ACH092424	148,149.74	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0033-2140 Employee PERS W/H	ACH092424	118.55	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0040-2140 Employee PERS W/H	ACH092424	880.58	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0037-2140 Employee PERS W/H	ACH092424	88.49	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0029-2140 Employee PERS W/H	ACH092424	12.79	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0048-2140 Employee PERS W/H	ACH092424	96.28	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0078-2140 Employee PERS W/H	ACH092424	224.91	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0037-2145 Employee PERS Payback W/H	ACH092424	1.73	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0029-2145 Employee PERS Payback W/H	ACH092424	0.25	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0010-2145 Employee PERS Payback W/H	ACH092424	256.35	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0010-2150 Survivor Benefit Package	ACH092424	161.80	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC	PERS PE8/17 PD8/23	0048-2145	ACH092424	0.42	PR2401018		00019089	09/26/2024

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	V010053		Employee PERS Payback W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0033-2150 Survivor Benefit Package	ACH092424	0.10	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0029-2150 Survivor Benefit Package	ACH092424	0.02	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0037-2150 Survivor Benefit Package	ACH092424	0.10	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0040-2150 Survivor Benefit Package	ACH092424	0.93	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0078-2150 Survivor Benefit Package	ACH092424	0.13	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0048-2150 Survivor Benefit Package	ACH092424	0.09	PR2401018		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0048-2150 Survivor Benefit Package	ACH092424	0.16	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0078-2150 Survivor Benefit Package	ACH092424	0.12	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0037-2150 Survivor Benefit Package	ACH092424	0.10	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0040-2150 Survivor Benefit Package	ACH092424	0.93	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0033-2150 Survivor Benefit Package	ACH092424	0.10	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0048-2145 Employee PERS Payback W/H	ACH092424	0.42	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0037-2145 Employee PERS Payback W/H	ACH092424	1.73	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0010-2150 Survivor Benefit Package	ACH092424	152.95	PR2401019		00019089	09/26/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0029-2150 Survivor Benefit Package	ACH092424	0.02	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0029-2145 Employee PERS Payback W/H	ACH092424	0.25	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0010-2145 Employee PERS Payback W/H	ACH092424	256.35	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0037-2140 Employee PERS W/H	ACH092424	88.49	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0033-2140 Employee PERS W/H	ACH092424	118.55	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0040-2140 Employee PERS W/H	ACH092424	880.58	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0078-2140 Employee PERS W/H	ACH092424	217.66	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0048-2140 Employee PERS W/H	ACH092424	122.59	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0029-2140 Employee PERS W/H	ACH092424	12.79	PR2401019		00019089	09/26/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/14 PD9/21	0010-2140 Employee PERS W/H	ACH092424	149,347.64	PR2401019		00019089	09/26/2024
				Check Total:	**301,794.69**				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE9/14 PD9/20	0010-2196 Garnishments W/H	ACH092424	1,812.44	PR21401019		00019090	09/26/2024
				Check Total:	**1,812.44**				
MW OH	EMPLOYMENT V010052	CA TAX PE9/14 PD9/21	0048-2135 Calif Income Tax W/H	ACH092424	35.35	PR21401019		00019091	09/26/2024
MW OH	EMPLOYMENT V010052	CA TAX PE9/14 PD9/21	0078-2135 Calif Income Tax W/H	ACH092424	38.90	PR21401019		00019091	09/26/2024
MW OH	EMPLOYMENT	CA TAX PE9/14 PD9/21	0037-2135	ACH092424	28.18	PR21401019		00019091	09/26/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	CA TAX PE9/14 PD9/21	0040-2135 Calif Income Tax W/H	ACH092424	344.08	PR21401019		00019091	09/26/2024
MW OH	EMPLOYMENT V010052	CA TAX PE9/14 PD9/21	0029-2135 Calif Income Tax W/H	ACH092424	3.09	PR21401019		00019091	09/26/2024
MW OH	EMPLOYMENT V010052	CA TAX PE9/14 PD9/21	0033-2135 Calif Income Tax W/H	ACH092424	57.83	PR21401019		00019091	09/26/2024
MW OH	EMPLOYMENT V010052	CA TAX PE9/14 PD9/21	0010-2135 Calif Income Tax W/H	ACH092424	41,312.91	PR21401019		00019091	09/26/2024
				Check Total:	**41,820.34**				
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0010-2110 Federal Income Tax W/H	ACH092424	103,219.64	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0029-2110 Federal Income Tax W/H	ACH092424	3.68	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0033-2110 Federal Income Tax W/H	ACH092424	170.78	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0037-2110 Federal Income Tax W/H	ACH092424	68.35	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0040-2110 Federal Income Tax W/H	ACH092424	475.36	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0048-2110 Federal Income Tax W/H	ACH092424	90.39	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0078-2110 Federal Income Tax W/H	ACH092424	130.20	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0078-2115 Employee Medicare W/H	ACH092424	10.02	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0048-2115 Employee Medicare W/H	ACH092424	11.05	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE	FED TAX PE9/14 PD9/21	0040-2115	ACH092424	85.24	PR21401019		00019092	09/26/2024

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	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0037-2115 Employee Medicare W/H	ACH092424	8.11	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0033-2115 Employee Medicare W/H	ACH092424	11.85	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0029-2115 Employee Medicare W/H	ACH092424	1.19	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0010-2115 Employee Medicare W/H	ACH092424	13,718.60	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0010-2120 Employer Medicare Payable	ACH092424	13,503.36	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0029-2120 Employer Medicare Payable	ACH092424	1.19	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0033-2120 Employer Medicare Payable	ACH092424	11.85	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0037-2120 Employer Medicare Payable	ACH092424	7.80	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0040-2120 Employer Medicare Payable	ACH092424	85.24	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0048-2120 Employer Medicare Payable	ACH092424	10.83	PR21401019		00019092	09/26/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE9/14 PD9/21	0078-2120 Employer Medicare Payable	ACH092424	10.02	PR21401019		00019092	09/26/2024
				Check Total:	**131,634.75**				
MW OH	MISSION SQUARE 100091 V012393	401A PE9/14 PD9/20	0010-2170 Deferred Comp Payable - ICMA	ACH092424	11,289.23	PR21401019		00019093	09/26/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE9/14 PD9/20	0010-2170 Deferred Comp Payable - ICMA	ACH092424	3,248.56	PR21401019A		00019093	09/26/2024
MW OH	MISSION SQUARE 100091	401A PE9/14 PD9/20	0029-2170	ACH092424	1.32	PR21401019A		00019093	09/26/2024

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	V012393		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 100091 V012393	401A PE9/14 PD9/20	0033-2170 Deferred Comp Payable - ICMA	ACH092424	30.34	PR21401019A		00019093	09/26/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE9/14 PD9/20	0037-2170 Deferred Comp Payable - ICMA	ACH092424	27.83	PR21401019A		00019093	09/26/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE9/14 PD9/20	0048-2170 Deferred Comp Payable - ICMA	ACH092424	15.60	PR21401019A		00019093	09/26/2024
				Check Total:	**14,612.88**				
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0033-2170 Deferred Comp Payable - ICMA	ACH092424	0.03	301387-PY2419		00019094	09/26/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0078-2170 Deferred Comp Payable - ICMA	ACH092424	5.49	301387-PY2419		00019094	09/26/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0040-2170 Deferred Comp Payable - ICMA	ACH092424	300.00	301387-PY2419		00019094	09/26/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0048-2170 Deferred Comp Payable - ICMA	ACH092424	12.96	301387-PY2419		00019094	09/26/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0037-2170 Deferred Comp Payable - ICMA	ACH092424	13.82	301387-PY2419		00019094	09/26/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0010-2170 Deferred Comp Payable - ICMA	ACH092424	34,126.44	301387-PY2419		00019094	09/26/2024
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE9/14 D9/20	0029-2170 Deferred Comp Payable - ICMA	ACH092424	0.70	301387-PY2419		00019094	09/26/2024
				Check Total:	**34,459.44**				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE9/14 PD9/20	0010-2196 Garnishments W/H	ACH092424	823.09	PR2401019		00019095	09/26/2024
				Check Total:	**823.09**				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE 9/14 PD 9/20	0010-2189 Fire Association Dues	PY2401019	1,000.00	PR2401019		00019096	09/26/2024

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				Check Total:	**1,000.00**				
MW OH	PLACENTIA POLICE V000839	PPFMA PE 9/14 PD 9/20	0010-2180 Police Mgmt Assn Dues	PY2401019	1,402.93	PR2401019		00019097	09/26/2024
				Check Total:	**1,402.93**				
MW OH	PLACENTIA POLICE V003519	PPOA PE 9/14 PD 9/20	0010-2178 Placentia Police Assoc Dues	PY2401019	3,239.40	PR2401019		00019098	09/26/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE 9/14 PD 9/20	0078-2178 Placentia Police Assoc Dues	PY2401019	9.92	PR2401019		00019098	09/26/2024
				Check Total:	**3,249.32**				
MW OH	ALDWIR, MAMOUN E000113	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019099	09/30/2024
				Check Total:	**870.44**				
MW OH	ANDERSON, MARLA E000071	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019100	09/30/2024
				Check Total:	**527.78**				
MW OH	ARMSTRONG, JOHN T E000046	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,137.00	OCT-24		00019101	09/30/2024
				Check Total:	**1,137.00**				
MW OH	AUDISS, JAY SCOTT E000125	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	2,256.00	OCT-24		00019102	09/30/2024
				Check Total:	**2,256.00**				
MW OH	BABCOCK, CHARLES A E000015	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	308.00	OCT-24		00019103	09/30/2024
				Check Total:	**308.00**				
MW OH	BEALS, SHARLENE E000076	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019104	09/30/2024
				Check Total:	**185.39**				

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MW OH	BERMUDEZ, ALBERT E000124	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	547.69	OCT-24		00019105	09/30/2024
				Check Total:	**547.69**				
MW OH	BUNNELL, DONALD E000062	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019106	09/30/2024
				Check Total:	**527.78**				
MW OH	BURGNER, ARTHUR E000074	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019107	09/30/2024
				Check Total:	**527.78**				
MW OH	BUSSE, MICHAEL E000131	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.70	OCT-24		00019108	09/30/2024
				Check Total:	**565.70**				
MW OH	CHANDLER, JOHN P E000109	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,879.80	OCT-24		00019109	09/30/2024
				Check Total:	**1,879.80**				
MW OH	CHANG, ROBERT E000107	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,282.00	OCT-24		00019110	09/30/2024
				Check Total:	**1,282.00**				
MW OH	COBBETT, GEOFFREY E000007	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019111	09/30/2024
				Check Total:	**527.78**				
MW OH	COOK, ARLENE M E000018	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019112	09/30/2024
				Check Total:	**527.78**				
MW OH	D'AMATO, ROBERT E000056	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019113	09/30/2024
				Check Total:	**185.39**				

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MW OH	DAVID, PRESTON E000112	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019114	09/30/2024
				Check Total:	**527.78**				
MW OH	DAVIS, CAROLYN E000005	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019115	09/30/2024
				Check Total:	**185.39**				
MW OH	DEAN, ANDREW E000135	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,815.00	OCT-24		00019116	09/30/2024
				Check Total:	**1,815.00**				
MW OH	DELOS SANTOS, JAMIE E000045	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	229.55	OCT-24		00019117	09/30/2024
				Check Total:	**229.55**				
MW OH	DICKSON, ROBERTA JO E000011	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019118	09/30/2024
				Check Total:	**185.39**				
MW OH	DOWNEY, CAROL E000082	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019119	09/30/2024
				Check Total:	**527.78**				
MW OH	ECKENRODE, NORMAN E000029	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019120	09/30/2024
				Check Total:	**527.78**				
MW OH	ESCOBOSA, LILLIAN E000055	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	291.15	OCT-24		00019121	09/30/2024
				Check Total:	**291.15**				
MW OH	ESPINOZA, ROSALINDA E000016	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019122	09/30/2024
				Check Total:	**565.00**				

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MW OH	FRICKE, JUERGEN E000075	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019123	09/30/2024
				Check Total:	**873.00**				
MW OH	FULLER, GLENN H E000081	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019124	09/30/2024
				Check Total:	**873.00**				
MW OH	GALLANT, KAREN E000008	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019125	09/30/2024
				Check Total:	**527.78**				
MW OH	GARNER, JO ANN E000047	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019126	09/30/2024
				Check Total:	**185.39**				
MW OH	GARNER, KITTY E000080	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019127	09/30/2024
				Check Total:	**870.44**				
MW OH	GRIMM, DENNIS L E000042	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	308.00	OCT-24		00019128	09/30/2024
				Check Total:	**308.00**				
MW OH	HOLTSCLAW, KATHERINE E000121	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019129	09/30/2024
				Check Total:	**565.00**				
MW OH	IRVINE, SUZETTE E000019	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019130	09/30/2024
				Check Total:	**527.78**				
MW OH	JENKINS, ROBERT E000084	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	739.30	OCT-24		00019131	09/30/2024
				Check Total:	**739.30**				

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MW OH	JOHNSON, SHARON E000099	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019132	09/30/2024
				Check Total:	**185.39**				
MW OH	JONES, ROBERT E000053	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	184.72	OCT-24		00019133	09/30/2024
				Check Total:	**184.72**				
MW OH	JUAREZ, JANET E000134	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	184.72	OCT-24		00019134	09/30/2024
				Check Total:	**184.72**				
MW OH	JUDD, TERRELL E000115	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019135	09/30/2024
				Check Total:	**870.44**				
MW OH	KIRKLAND, RICHARD L E000110	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	184.72	OCT-24		00019136	09/30/2024
				Check Total:	**184.72**				
MW OH	LITTLE, DIANE M E000098	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	291.15	OCT-24		00019137	09/30/2024
				Check Total:	**291.15**				
MW OH	LOOMIS, CORINNE E000122	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019138	09/30/2024
				Check Total:	**565.00**				
MW OH	LOWREY, B J E000041	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	308.00	OCT-24		00019139	09/30/2024
				Check Total:	**308.00**				
MW OH	MAERTZWEILER, MICHAEL E000032	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019140	09/30/2024
				Check Total:	**527.78**				

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MW OH	MILANO, JAMES E000054	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019141	09/30/2024
				Check Total:	**527.78**				
MW OH	MILLER, RICHARD E000106	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019142	09/30/2024
				Check Total:	**873.00**				
MW OH	NAJERA, JOSEPH D. E000136	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019143	09/30/2024
				Check Total:	**565.00**				
MW OH	OLEA, ARLENE J E000014	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019144	09/30/2024
				Check Total:	**527.78**				
MW OH	PALMER, GEORGE E000094	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019145	09/30/2024
				Check Total:	**873.00**				
MW OH	PASCARELLA, RICHARD E000129	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	2,095.45	OCT-24		00019146	09/30/2024
				Check Total:	**2,095.45**				
MW OH	PASCUA, RAYNALD E000114	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,720.00	OCT-24		00019147	09/30/2024
				Check Total:	**1,720.00**				
MW OH	PASPALL, MIHAJLO E000085	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	526.44	OCT-24		00019148	09/30/2024
				Check Total:	**526.44**				
MW OH	PEREZ, ROBERT E000111	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	184.72	OCT-24		00019149	09/30/2024
				Check Total:	**184.72**				

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MW OH	PICHON, WALTER E000103	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	291.15	OCT-24		00019150	09/30/2024
				Check Total:	**291.15**				
MW OH	PINEDA, MATEO E000127	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	492.58	OCT-24		00019151	09/30/2024
				Check Total:	**492.58**				
MW OH	PISCHEL, STEPHEN E000130	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019152	09/30/2024
				Check Total:	**870.44**				
MW OH	POINT, ERIC E000133	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	2,256.00	OCT-24		00019153	09/30/2024
				Check Total:	**2,256.00**				
MW OH	REDIFER, KIM R E000022	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019154	09/30/2024
				Check Total:	**873.00**				
MW OH	RENDEN, BRIAN E000083	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	526.44	OCT-24		00019155	09/30/2024
				Check Total:	**526.44**				
MW OH	REYES, ROGER T E000024	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019156	09/30/2024
				Check Total:	**527.78**				
MW OH	REYNOLDS, MATTHEW E000132	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019157	09/30/2024
				Check Total:	**565.00**				
MW OH	RICE, RUSSELL J E000059	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,385.00	OCT-24		00019158	09/30/2024
				Check Total:	**1,385.00**				

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MW OH	RIVERA, AIDA E000026	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019159	09/30/2024
				Check Total:	**185.39**				
MW OH	ROACH, MICHAEL E000105	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,318.35	OCT-24		00019160	09/30/2024
				Check Total:	**1,318.35**				
MW OH	ROBB, SANDRA E000043	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019161	09/30/2024
				Check Total:	**185.39**				
MW OH	ROSE, RICHARD D E000050	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019162	09/30/2024
				Check Total:	**870.44**				
MW OH	RUIZ, ARNULFO E000138	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,287.00	OCT-24		00019163	09/30/2024
				Check Total:	**1,287.00**				
MW OH	SALE, LEE R E000031	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019164	09/30/2024
				Check Total:	**527.78**				
MW OH	SANCHEZ, LAURA E000058	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019165	09/30/2024
				Check Total:	**185.39**				
MW OH	SCHLIEDER, BEVERLY E000120	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019166	09/30/2024
				Check Total:	**870.44**				
MW OH	SMITH, WARD E000128	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	284.75	OCT-24		00019167	09/30/2024
				Check Total:	**284.75**				

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOTO, PHILIP J E000052	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019168	09/30/2024
				Check Total:	**527.78**				
MW OH	SPRAGUE, GARY A E000064	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019169	09/30/2024
				Check Total:	**873.00**				
MW OH	STEPHEN, JEFFREY E000119	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	870.44	OCT-24		00019170	09/30/2024
				Check Total:	**870.44**				
MW OH	TAYLOR, DAVID M E000088	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	578.00	OCT-24		00019171	09/30/2024
				Check Total:	**578.00**				
MW OH	TAYLOR, LINDA E000126	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019172	09/30/2024
				Check Total:	**565.00**				
MW OH	THOMANN, DARYLL L E000101	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019173	09/30/2024
				Check Total:	**527.78**				
MW OH	TRIFOS, WILLIAM E000104	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	873.00	OCT-24		00019174	09/30/2024
				Check Total:	**873.00**				
MW OH	VALENTINE, THOMAS E000118	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,879.80	OCT-24		00019175	09/30/2024
				Check Total:	**1,879.80**				
MW OH	VERSTYNEN, WILLIAM E000092	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	184.72	OCT-24		00019176	09/30/2024
				Check Total:	**184.72**				

City of Placentia
Check Register
For 10/09/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WAHL, KATHLEEN A E000030	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	185.39	OCT-24		00019177	09/30/2024
				Check Total:	**185.39**				
MW OH	WIEST, STEPHEN E000079	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	527.78	OCT-24		00019178	09/30/2024
				Check Total:	**527.78**				
MW OH	WORDEN, LARRY M E000116	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	578.00	OCT-24		00019179	09/30/2024
				Check Total:	**578.00**				
MW OH	YAMAGUCHI, BRIAN E000123	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	1,174.90	OCT-24		00019180	09/30/2024
				Check Total:	**1,174.90**				
MW OH	ZINN, JOHN E000009	OCT MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETOCT24	565.00	OCT-24		00019181	09/30/2024
				Check Total:	**565.00**				
MW OH	METASOURCE LLC V012853	AUG SCANNING PROJ	105213-6850 / 105213-6850 Building & Facilities	EFT100124	8,607.67	INV89778	P13647	00019182	10/03/2024
MW OH	METASOURCE LLC V012853	AUG SCANNING PROJ	105213-6850 / 105213-6850 Building & Facilities	EFT100124	3,083.25	INV89945	P13647	00019182	10/03/2024
				Check Total:	**11,690.92**				
MW OH	REPUBLIC WASTE SERVICES V007205	JUL REFUSE COLLECTION SVS	374386-6101 Disposal	EFT100124	384,939.84	676-005653619	P13623	00019183	10/03/2024
MW OH	REPUBLIC WASTE SERVICES V007205	AUG REFUSE COLLECTION SVS	374386-6101 Disposal	EFT100124	384,939.84	676-005694692	P13623	00019183	10/03/2024
				Check Total:	**769,879.68**				
				Type Total:	**1,370,969.30**				
				Check Total:	**1,370,969.30**				

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024
Submitted by: Samantha Byfield
From: Public Works

Subject:
Award of Contract to Global Power Group, Inc. for Generator Maintenance Services

Financial Impact:
Fiscal Impact:
Expense: $ 40,000 Annual Contract Amount
$200,000 Five-Year Contract Total

Available Budget: $ 95,513 FY 2024-25 Operating Budget (103654-6290)

Summary:
The proposed five-year agreement is for generator maintenance and repair services at certain City buildings. The scope of work includes quarterly maintenance and annual testing services along with hourly rates for repairs and emergency response. Staff recommends that City Council award a contract to Global Power Group, Inc. (Global), in an amount not-to-exceed $200,000.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Award a five-year Public Works Agreement to Global Power Group, Inc., for generator maintenance, testing and repairs in an amount not-to-exceed $200,000; and
2. Authorize the City Administrator to approve contract change orders up to 20% or $40,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The Public Works Department is responsible for the maintenance of generators which provide backup power to certain City buildings. Previously, the maintenance work involved quarterly maintenance and annual testing done through a task purchase order through multiple vendors. With the addition of a new generator for the Public Safety and Evidence Building, having a contractor under agreement is preferred for continuity of service and repairs. The use of multiple vendors for repair and maintenance can lead to issues with warranty of the work

which is often void if another contractor works on the same system. Having an agreement in place will also remove the requirement to get quotes for each repair to provide more efficient repair and response times. Bids for a vendor were publicly solicited on August 15, 2024, and two bids were received. A summary of the bid results in the table below:

Contractor	Bid Amount for Annual Service	Labor Rates	Material Markup
Global Power Group	$12,110	Normal Business Hours: $250 Emergency After Hours: $375	15%
Bay City Electric Works	$39,989	Normal Business Hours: $210 Emergency After Hours: $315	15%

After considering testing costs and the labor and material markup rates, the bid from Global was deemed the lowest. Staff recommends the City Council award a five-year Public Works Agreement to Global in an amount not-to-exceed $200,000. The total cost for five years of monitoring and testing is $60,550. Within the contract award amount of $200,000, it provides approximately $139,450 over the five-year agreement term, or $27,890 per year, to account for unanticipated repairs, labor and materials. Repairs for equipment of this nature are costly. The contingency amount authorizes replacement or repair to help expedite services should they be needed. This is especially important as the generators supply power to essential services during a power outage. The goal is to get the generators repaired as quickly as possible as emergency use may be needed at any time. Providing the needed contingency helps expedite the repair process by having adequate contract capacity available.

Fiscal Impact Summary:
The recommended actions will approve a five-year agreement with Global Power Group, Inc. for a cumulative not-to-exceed contract amount of $200,000. Generator maintenance has been budgeted in the FY 2024-25 Operating Budget; therefore, sufficient funds exist for the recommended actions. The future cost of the services will be proposed in the operating budgets for future fiscal years.

Attachments
Public Works Agreement - Global Power Group

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
GLOBAL POWER GROUP, Inc.

THIS AGREEMENT is made and entered into this 15th day of October, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Global Power Group, Inc., a California Critical and Back-up power corporation. ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide generator maintenance services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in 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. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. 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 Two Hundred Thousand Dollars ($ 200,000.00), 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 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

2.3. Method of Billing. Contractor shall submit invoices electronically within sixty (60) days of completed work to PW@placentia.org. Invoices received in excess of sixty (60) days after completion of work are subject to rejection. 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 60 months, ending on October 15, 2029, 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. Insurance. The Consultant and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements 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 "C" and incorporated herein by this reference.

5.4. 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:	IF TO CITY:
Global Power Group 12060 Woodside Ave Lakeside, CA, 92040 Tel: (619) 579-1221	City of Placentia 401 E. Chapman Ave. Placentia, CA 92870 Tel: (714) 993-8212
Attn: Salvatore Martorana	Attn: Samantha Byfield

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 protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 7920.000 *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 7924.510, 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT:

_____ Date: 9-18-2024
Signature

Salvatore Martorana President
Name and Title

20-3688665
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Samantha Byfield, Public Works Manager

Date: 09/19/2024

DEPARTMENTAL APPROVAL:

Chris Tanio, Public Works Director

Date: 9/23/24

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

SCOPE OF WORK

The City is soliciting bids to provide annual generator maintenance services for five emergency diesel engine generators located in the City of Placentia for a term of five years. Contractor shall provide the necessary, qualified personnel, vehicles and equipment to perform services, including but not limited to:

Maintenance Services

Annual Maintenance

- Preventative maintenance inspection as recommended per original equipment manufacturer (OEM) manual
- Automatic transfer switch inspection as recommended per OEM manual
- Resistive load bank testing, 1 hour at 80% max
- Oil and filter change, replace diesel fuel filter, replace coolant filter (if applicable), replace air filter
- Disposal of hazardous waste in accordance with California State law

Quarterly Maintenance

- Preventative maintenance inspection per OEM manual
- Automatic transfer switch (ATS) inspection per OEM manual
- 30 minute load test
    - Must coordinate scheduling of work with the Public Works Supervisor to provide proper notification and accommodation of City operations during test periods

As Needed Maintenance and Repair Services

- Troubleshooting, corrective maintenance or repairs may be requested as needed from Contractor.
- Labor costs for any repair services calls during the term of the contract shall be at the hourly rate quoted in the bid proposal for work completed during regular business hours and after-hours emergency response.
- Costs for repairs shall be billed on a time and materials basis, with the markup percentage indicated in the bid proposal which shall not exceed a maximum of 15 percent.
- Evidence of materials purchased must be submitted with all invoices.
- **The time computed to determine the total hours spent on repairs shall begin upon arrival at the job site and will not include drive time or vehicle charges.**
- All repairs shall be invoiced separately upon approval of the Public Works Supervisor.

- Response time from the time a service request call is placed to Contractor shall not exceed 60 minutes.
- Contractor shall provide recommendations and associated costs for upgrades to equipment and systems where appropriate.

Global Power Group

Location	Address	Make	Model	Serial Number	Quarterly Maintenance Cost	Annual Testing Cost	Total Annual Cost
Fire Station 1	110 S. Bradford Ave	Generac	89A01917-S	88212	$ 390.00	$ 750.00	$ 2,310.00
Fire Station 2	1530 Valencia Ave	Onon	DGCA-3372478	E990912722	$ 390.00	$ 750.00	$ 2,310.00
City Corporate Yard	2999 E. La Jolla St	Olympian	DP200P2	D4700A/001	$ 390.00	$ 980.00	$ 2,540.00
City Hall / Police Department	401 E. Chapman Ave	John Deere	MTU 6R0113 DS200	95090504746	$ 390.00	$ 980.00	$ 2,540.00
Kraemer Pump Station	101 S. Kraemer Blvd	Kohler	180REZXB	SGM323XDF	$ 390.00	$ 850.00	$ 2,410.00
						Total	$ 12,110.00

Labor Rates	Hourly Rate
Normal Business Hours	$ 250.00
Emergency After-Hours	$ 375.00

Material Markup Percentage
15%

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.

4. 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.

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

6. 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.

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

GLOBPOW-01 MGORDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2024

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	CONTACT NAME:	
Snapp & Associates Insurance Services 3838 Camino Del Rio N. STE 310 San Diego, CA 92108	PHONE (A/C, No, Ext): (619) 908-3100	FAX (A/C, No):
	E-MAIL ADDRESS: Service@snappins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : American Casualty Company of Reading, Pennsylvania	20427
INSURER C : Travelers Property Casualty Insurance Company	36161
INSURER D : Hartford Fire Insurance Company	19682
INSURER E : Indian Harbor Insurance Company	36940
INSURER F :	

INSURED

Global Power Group, Inc.
12060 Woodside Ave
Lakeside, CA 92040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6046226841	3/15/2024	3/15/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			6045999519	3/15/2024	3/15/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP1T16747424NF	3/15/2024	3/15/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Equipment Floater			72UUMZN8594	3/15/2024	3/15/2025	Rented Eq	1,000,000
E	Pollution Liability			PEC0065363	3/15/2024	3/15/2025	Occ/Agg	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations of the named insured subject to the terms and conditions of the policy. The City of Placentia, its officers, officials, agents, employees, and volunteers are named as additional insured per the attached endorsement. 30* days' notice of cancellation, 10* days' notice of cancellation in the event of nonpayment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA

CNA PARAMOUNT

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; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or
2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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.

III. 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;

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**.

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CNA	CNA PARAMOUNT **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires 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**.

V. 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**.

VI. 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

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.

VII. 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 endeavor to 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 other insurance under 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.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. 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. 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; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

Acct#. 2524712

DATE (MM/DD/YYYY)
9/12/2024

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	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Tampa, FL 33607	PHONE (A/C, No, Ext): 844-290-4908	FAX (A/C, No):
	E-MAIL ADDRESS: BBSIcerts@locktonaffinity com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GLOBAL POWER GROUP, INC.
12060 WOODSIDE AVE,
LAKESIDE, CA 92040

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	C55611075	5/1/2024	5/1/2025	X ☐ PER STATUTE ☐ OTH-ER	
							E L EACH ACCIDENT	$ 2,000,000
							E L DISEASE - EA EMPLOYEE	$ 2,000,000
							E L DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy State = CA
Waiver of Subrogation in favor of certificate holder when required by written contract
Orange County Superior Court Probae Operations 341 THe City Drive, Orange CA 92613
30-Day Notice of Cancellation

CERTIFICATE HOLDER

City Of Placentia
401 E. Chapman Ave
Placentia, CA 92570

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

Lisa Abernathy

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
GLOBAL POWER GROUP, INC 12060 WOODSIDE AVE, LAKESIDE, CA 92040	Policy Number Symbol: WLR Number: C55611075
Policy Period 5/1/2024 TO 5/1/2025	Effective Date of Endorsement 9/12/2024

Issued By (Name of the Insurance Company)
Ace American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California 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.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL CALIFORNIA OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: $0

Patrick D. Stamer
Authorized Agent

WC 90 03 75 (05/18)

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024

Submitted by: Elsa Robinson

From: Public Works

Subject:
Award of Professional Services Agreement to Charles Abbott Associates Inc., for Fats, Oils, and Grease (FOG) Program Management Services

Financial Impact:
Fiscal Impact:
Expense: $ 80,492.50 Annual Contract Amount
Budget: $ 80,493.00 FY 2024-25 Operating Budget (103593-6099)

Summary:
In 2002, the Santa Ana Regional Water Quality Board (Water Board) adopted Order Number R8-2002-0014 establishing Waste Discharge Requirements (WDRs) for all sewage collection agencies in Orange County within the Santa Ana Region. One of the requirements was to create and implement a Fats, Oils, and Grease (FOG) control program that would reduce the amount of FOG being discharged into the sewer system by December 30, 2004. Accumulation of FOG in the sewer collection system is the primary cause for sanitary sewer overflows which are expensive in terms of clean up and fines from the Water Board. As a result of the WDRs, the City of Placentia established a FOG Control Program in 2004. The FOG Control Program is designed to reduce or eliminate the discharge of FOG from Food Service Establishments (FSEs) into the City's sanitary sewer collection system.

Since 2009, the City has utilized consultant services to provide FOG Program management services. These services include program administration, bi-annual and annual inspections performed at FSEs throughout the City's sewer service area, FOG plan check reviews for new FSEs, education to new and existing FSEs, program reporting and recordkeeping. Currently, the City does not have an active agreement in place for these services as these funds were used to address Underground Storage Tank (UST) issues at the Corporate Yard in late 2023. In June 2024, the City issued a request for proposals from qualified environmental consulting firms to provide these services and two (2) proposals were received. A proposal review committee consisting of the Public Works Manager, Public Works Senior Management Analyst, and the Environmental Services Coordinator reviewed and scored the proposals. At the conclusion of the scoring process, it was determined that Charles Abbott Associates, Inc. (CAA) was the top-ranked firm. Based on the review committee's evaluation and the references provided by CAA, Staff is recommending that the City Council award CAA a Professional Services Agreement for these services. This recommended action will award a three-year agreement with a potential two-year extension to CAA for an annual not-to-exceed

amount of $80,492.50 or $241,477.50 for a cumulative not-to-exceed three (3) year contract amount.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Charles Abbott Associates, Inc., for a cumulative contract amount not-to-exceed $241,477.50 for an initial three (3) year contract term, with the option to extend for one (1) additional two (2) year term; and
2. Authorize the City Administrator to approve contract amendments up to 10% of the cumulative contract amount, or $24,147.75; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
On November 16, 2004, the City Council adopted Ordinance No. O-2004-07 creating a Fats, Oils and Grease (FOG) Control Program (Program) to fulfill requirements of the Regional Water Quality Control Board (RWQCB) and the State Water Resources Control Board (SWRCB) as reflected in the City's Sanitary Sewer Management Plan (SSMP). The purpose of this program is to minimize the amount of FOG that enters Placentia's sewer system from food service establishments (FSEs). The accumulation of FOG is a primary source for sanitary sewer overflows, which are a threat to public health and welfare and can contribute to contamination of local and regional waterways. Placentia FSEs are required to obtain an annual FOG permit with their annual business license and are non-transferable. There are 110 FSEs in the City. Under the FOG Control Program, all new or existing FSEs undergoing a change of operations are required to install and maintain a grease interceptor. FSEs are also required to implement Kitchen Best Management Practices (BMPs) which include employee training, education, and cleaning methods to keep FOG from entering the sewer. These implementation records must be kept onsite and available for inspection for at least two years. The FOG Control Program is enforced through a series of routine inspections with penalties for noncompliance being established by the City's FOG ordinance. Since 2009, the City has utilized consulting services to assist with the administration of the City's FOG Program and ensure that it remains in compliance with current state regulations.

The City's previous contract for program management of the FOG program expired in fall 2023, therefore, the City solicited proposals from qualified and experienced firms to provide comprehensive FOG program management support services. On June 27, 2024, the City issued a Request for Proposals on FOG Program management services and proposals were due on July 25, 2024. The City received a total of two (2) proposals from well-qualified environmental consulting firms, all of whom have extensive experience in FOG program management services. The Proposal Review Committee consisted of the Public Works Manager, the Public Works Senior Management Analyst, and the Environmental Services Coordinator. The proposals were reviewed and scored based upon the scoring criteria outlined within the request for proposals. Each proposal was evaluated based on the firm's experience and qualifications, project approach, resource allocation, schedule and compliance

with the RFP. The table below outlines the final scores out of a possible 100 total points and the consultant rankings.

CONSULTANT	FINAL AVERAGED SCORE	RANKING
Charles Abbott & Associates, Inc.	90.3	1
John L. Hunter & Associates	85.7	2

Both firms submitted competitive proposals and demonstrated prior experience providing these services to various jurisdictions. Based upon the ranking criteria, CAA received the highest ranking. The selected firm, CAA, is a qualified firm that has extensive expertise and experience in FOG program implementation and management in Orange County and throughout Southern California. CAA also contracts with various other local agencies, including the cities of Cypress, Mission Viejo, Tustin and Redondo Beach. Staff is recommending the award of a Professional Services Agreement to CAA to provide FOG Program management services for the City. The recommended action also authorizes the City Administrator to approve one (1) two (2) year term extension based on the consultant's performance and at the discretion of the City.

Fiscal Impact Summary:
The agreement with Charles Abbott Associates, Inc. is for an annual not-to-exceed amount of $80,492.50. The term of the agreement is three (3) years for a cumulative three (3) year not-to-exceed contract amount of $241,477.50, with the option to extend for one (1) additional two (2) year term based upon the consultant's performance and at the discretion of the City. The City recoups a portion of the FOG Program costs through a FOG Program Permit Fee paid by FSEs as part of their annual business license renewal. These services have been budgeted in the adopted FY 2024-25 Operating Budget; therefore, sufficient funds exist for the recommended actions. The future cost of the services will be proposed in the operating budgets for future fiscal years.

Attachments
PSA_-_Charles_Abbott_Associates_-_FOG_Program_Services_Updated_9.24.24_CAA_signed_with_COI (002).pdf

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
CHARLES ABBOTT ASSOCIATES, INC_

THIS AGREEMENT is made and entered into this 15th day of October, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Charles Abbott Associates, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Fats, Oils, and Grease (FOG) Program Management Services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in 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. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. 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 Two Hundred Forty-One Thousand, Four-Hundred Seventy-Seven Dollars and Fifty Cents ($241,477.50) for the term of contract or for an annual-not-to-exceed contract amount of Eighty Thousand, Four-Hundred Ninety-Two and Fifty Cents ($80,492.50) , 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 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

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 36 months, ending on October 15, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for an additional two-year term based on the City's discretion and contractor performance.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to 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.

The Consultant may terminate this Agreement for cause by providing 60 days' advanced written notice to the City.

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

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements 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 "C" and incorporated herein by this reference.

5.4. 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:	IF TO CITY:
Charles Abott Associates, Inc.	City of Placentia

27201 Puerta Real #200 Mission Viejo, CA 92691 Tel: 714-788-6936 Fax: _____ Attn: Rae Beimer, Program Manager	401 E. Chapman Ave. Placentia, CA 92870 Tel: (760) 641-5169 Fax: _____ Attn: Elsa Robinson, Senior Management Analyst

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 protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 7920.000 *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 7924.510, 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT:

_____ Date: 12/1/24
Signature

Rusty R. Reed, President
Name and Title

33-0053899
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Kyrstle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Elsa, Robinson, Senior Management Analyst

DEPARTMENTAL APPROVAL:

_____ Date: _____
Christopher Tanio, Director of Public Works

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

Charles Abbott Associates, Inc.

PROPOSAL FOR

Fats, Oils, and Grease (FOG) Program Management Services

City of Placentia

401 East Chapman Avenue
Placentia, CA 92870

Due Date: July 25, 2024 by 5:00 p.m. PST

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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Cover Letter

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Fats, Oils, and Grease (FOG) Program Management Services to the City of Placentia (City). We have extensive experience with the Orange County FOG Program and are able to provide the City with expert services that include general program assistance, inspections, program compliance and implementation activities. CAA commits be an exceptional resource for the City to provide guidance as it relates to all aspects of the inspection services, and will ensure all work performed is coming from an experienced and knowledgeable team.

CAA has successfully established long-term working relationships with a number of cities in Southern California for environmental compliance services. We have provided and continue to provide environmental program management services to cities in the counties of Orange, Los Angeles, San Bernardino, Riverside and Ventura, including the Cities of Avalon, Moreno Valley, San Dimas, La Verne, Aliso Viejo, Mission Viejo, Tustin, Apple Valley, Culver City, Cypress, Hidden Hills, Redondo Beach, Laguna Woods, Los Alamitos, Moorpark, Pomona, and Yucaipa. Our services in these cities include but are not limited to: Municipal NPDES Permit Compliance Program Management; City representation at NPDES Permittee meetings; Commercial, Industrial, Post-Construction BMP, and Construction site inspections; NPDES Development Planning and Design reviews; FOG Inspections and Program Management; Training; and Educational Outreach. Our corporate headquarter has been located in Mission Viejo, CA for many years and we have many employees that live and work near the City of Placentia, giving us the ability to provide additional staff without delay if workload increases or emergencies arise.

CAA employs only highly qualified licensed and registered professionals with extensive experience. Many members of the company have years of prior public and private sector experience that adds value to our municipal client's service and environmental endeavors. Our proposed team is comprised of highly qualified and customer-service oriented environmental experts able to handle all aspects of the City's FOG Compliance Program for the City's approximately 110 food service establishments (FSE's). Our staffing levels will ensure these activities are conducted in an efficient and courteous manner that is responsive to the City and the public's needs alike.

CAA only provides services to public agencies, not private or institutional clients. As such, our staff has intimate knowledge of the public sector and there are no potential conflict of interest concerns. For day-to-day operations, CAA appoints a Project Manager as the primary contact for all CAA services with the City. The Project Manager assigned to the City is Ms. Rae Beimer, who is responsible for supervising the environmental services for our firm in Southern California and will provide day-to-day management and project oversight of the City's program. Ms. Beimer will ensure that our policies, procedures, and manpower will provide the level of service the City desires, and will maintain continuous communication with the City to ensure the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between CAA and City staff.

RFP Title: Professional Services to Provide Fats, Oils, And Grease (FOG) Program Management Services

Name and Address: Charles Abbott Associates, Inc.

27201 Puerta Real, #200
Mission Viejo, CA 92691

Program Manager: Rae Beimer

27201 Puerta Real, #200
Mission Viejo, CA 92691
Tel: 714-788-6936
raebeimer@caa.inc

Entity Type: Corporation

Years in Business: 40

We look forward to establishing a successful relationship with the City of Placentia. Should the City have any questions or require additional information, please contact Rae Beimer or myself. We thank you in advance for your consideration!

Sincerely,

Rusty R. Reed, President

Executive Summary

CAA has a proven track record in providing comprehensive Fats, Oils, and Grease (FOG) program management services for municipalities and will not utilize any sub-consultants in the performance of the services outlined in this proposal. With over 40 years of experience, we have developed customized FOG management programs to help cities effectively manage FOG programs and ensure compliance with environmental regulations, protect public health, and maintain the integrity of their wastewater systems. Our team consists of certified environmental engineers and compliance experts with extensive experience in FOG management, and we invest in continuous professional development to ensure our team remains at the forefront of industry best practices and technological advancements.

We have partnered with numerous cities across the State of California, implementing successful FOG management programs tailored to the specific needs and challenges of each municipality and resulting in significant reductions in sewer blockages and overflows, enhanced compliance with environmental regulations, and improved public awareness. Our services encompass the entire spectrum of FOG management, including regulatory compliance, public education, inspection, and enforcement.

Our experience includes working with cities of varying sizes, from small towns to large metropolitan areas, ensuring that our approach is scalable and adaptable. We work closely with municipal staff, local businesses, and the community to develop and implement FOG management strategies that are practical and effective. Our collaborative approach ensures buy-in from all stakeholders and fosters a cooperative environment for program success.

CAA's team is well-versed in federal, state, and local regulations pertaining to FOG management. We ensure that all aspects of our programs are in full compliance with these regulations. We continuously stay up-to-date with regulatory changes and provide our municipal clients with guidance and support to navigate the evolving regulatory landscape.

We believe in the importance of community involvement and education in the success of FOG management programs. We conduct public awareness campaigns, workshops, and training sessions to educate residents and businesses about proper FOG disposal practices. Our educational materials are tailored to the specific demographics and needs of each community, ensuring maximum engagement and effectiveness.

Project Team Organization

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA will provide all personnel required to perform the work outlined in this proposal, and provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including office space, vehicles, cell phones, iPads, and other technology devices that enhance our service.

CAA has a record of very low staff turnover, which has proven highly beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our environmental compliance commitments to our clients. Each one of our team members has worked on similar projects and has served the public sector for many years. We are committed to staff continuity and commit that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Below are short resumes of the key staff assigned to the City.

RAE BEIMER

PROJECT MANAGER

Years of Experience: **17+**

Ms. Beimer will provide project oversight in addition to some program management components. Ms. Beimer directs CAA's environmental division but also personally manages several municipal stormwater and solid waste programs in collaboration with other program managers in her department. She has extensive program management experience in Total Maximum Daily Load (TMDL) development and compliance, water quality monitoring, municipal staff training, regulatory reporting and analysis, due diligence and environmental assessments, FOG program implementation and management, SWPPP/SUSMP/WQMP reviews and inspections, compliance database development and management, grant research and submittal, GIS compliance applications and inspection program implementation.

EDUCATION

B.S., Environmental Science and Policy, California State University Long Beach

CERTIFICATIONS

Certified Erosion, Sediment, & Storm Water Inspector (CESSWI)
Qualified SWPPP Practitioner (QSP)

PROJECT EXPERIENCE

- ✓ City of Moreno Valley, NPDES Permit Program Management Services: Ms. Beimer administers and implements the City's Stormwater program for compliance with all aspects of the Riverside County Municipal Stormwater Permit.
- ✓ City of Aliso Viejo, NPDES Permit Program Management Services: Ms. Beimer administers and implements the City's Stormwater program for compliance with all aspects of the San Diego Region Municipal Stormwater Permit.
- ✓ City of Mission Viejo, NPDES Inspection Services: Ms. Beimer directs program support staff in the implementation of the City's NPDES inspection program in compliance with the San Diego Region Municipal Stormwater Permit.
- ✓ City of Tustin, WQMP Plan Review and NPDES Inspection Services: Ms. Beimer provides WQMP plan review services for the City and directs program support staff in the implementation of the City's NPDES inspection program in compliance with the Santa Ana Region Municipal Stormwater Permit.
- ✓ Town of Apple Valley, NPDES Permit Program Management Services: Ms. Beimer directs program support staff in implementation of the Town's Stormwater program for compliance with all aspects of the Mojave River Watershed Small MS4 NPDES Permit (Phase II).

CONNIE READ

PROGRAM MANAGER

Years with CAA: **6+**

Ms. Read will provide Program Management and Environmental Inspection services to the City. She is experienced with FOG compliance program management, FOG device plan review and in-field verification of installation. She is well versed in the requirements of Santa Ana Region Order No. R8-2002-0014 and Water Quality Order No. 2022-0103-DWQ. She has assisted in the development and implementation of FOG Programs throughout Southern California.

EDUCATION

Southampton University Pre-Med Program, Southampton, England
Totton College, Biology, Southampton, England

CERTIFICATIONS

Qualified Stormwater Manager (QSM)
Certified Stormwater Inspector (CSI-California)
Certified Inspector of Sediment and Erosion Control (CISEC)
Qualified SWPPP Practitioner (QSP)
PC 832

PROJECT EXPERIENCE

- ✓ City of Redondo Beach: Ms. Read manages and performs the industrial/commercial inspections and construction site inspections to ensure facility compliance with the Los Angeles County MS4 NPDES Permit as well as the Clean Bay Restaurant Certification Program. Ms. Read also implements the FOG inspection program to ensure compliance with the Los Angeles County MS4 NPDES Permit and City's FOG Ordinance.
- ✓ City of La Palma: Ms. Read administered and implemented the City's stormwater program for compliance with all aspects of the North Orange County Stormwater Permit. Duties have included project conditioning, Water Quality Management Plan (WQMP) verification inspections for both City and private projects; documentation and preparation of the City's annual Program Effectiveness Assessment (PEA). Ms. Read also represented the City at the OC Stormwater general permittee and subcommittee meetings. Ms. Read also performed the industrial/commercial inspections to ensure facility compliance with the North Orange County MS4 NPDES Permit. Ms. Read also performed the FOG inspections to ensure compliance with North Orange County MS4 NPDES Permit and the City's FOG Ordinance.
- ✓ City of Moreno Valley, Industrial/Commercial Facility Program: Ms. Read performs the industrial/commercial inspections to ensure facility compliance with the Riverside County MS4 NPDES Permit.
- ✓ City of Yucaipa, Industrial/Commercial Facility Program: Ms. Read performs the industrial/commercial inspections to ensure facility compliance with the San Bernardino County MS4 NPDES Permit.
- ✓ City of Calimesa, Industrial /Commercial Facility Program: Ms. Read performs the industrial/commercial inspections to ensure facility compliance with the San Bernardino County MS4 NPDES Permit.
- ✓ City of La Verne, Industrial/Commercial Facility Program: Ms. Read performed the industrial/commercial inspections to ensure facility compliance with the Los Angeles County MS4 NPDES Permit.
- ✓ City of Culver City: Ms. Read performed the industrial/commercial inspections to ensure facility compliance with Los Angeles County MS4 NPDES Permit as well as the Clean Bay Restaurant Certification Program.

JORDAN GOSSE

SUPPORT STAFF/ INSPECTOR

Years of Experience: **3+**

Ms. Gosse will provide project support to the City as needed, focusing on the inspection components. She is experienced with NPDES and FOG regulatory compliance. She is also well versed in the requirements of the North Orange County MS4 NPDES Permit.

EDUCATION

California Polytechnic State University

CERTIFICATIONS

Qualified MS4 Stormwater Inspector (QSI)

PROJECT EXPERIENCE

- ✓ City of Los Alamitos, NPDES Inspection Services: Ms. Gosse implements the City's NPDES inspection program in compliance with the North Orange County Municipal Stormwater Permit
- ✓ City of Cypress, FOG/NPDES Inspection Services: Ms. Gosse implements the City's FOG and NPDES inspection program in compliance with the North Orange County Municipal Stormwater Permit
- ✓ City of Tustin, NPDES Inspection Services: Ms. Gosse implements the City's NPDES inspection program in compliance with the North Orange County Municipal Stormwater Permit
- ✓ City of Moorpark, NPDES Inspection Services: Ms. Gosse implements the City's NPDES inspection program in compliance with the Ventura County Municipal Stormwater Permit

NYLES O'HARRA

ENVIRONMENTAL ASSOCIATE/PROGRAM SUPPORT

Years of Experience: **2+**

Mr. O'Harra will provide program support to the City as requested. He is experienced with a wide range of National Pollutant Discharge Elimination System (NPDES) MS4 Permits and has performed a variety of duties including, but not limited to, construction site inspections and industrial and commercial facility inspections.

EDUCATION

Crafton Hills College

CERTIFICATIONS

Qualified Stormwater Practitioner (QSP)
Certified Inspector of Sediment and Erosion Control (CISEC)
Qualified Storm Water Pollution Plan Developer In-Training (QSD-IT)

PROJECT EXPERIENCE

- ✓ City of Calimesa, NPDES Inspection Services: Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.
- ✓ City of Moreno Valley, NPDES Inspection Services: Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.
- ✓ City of Cypress, NPDES Inspection Services: Mr. O'Harra performs the NPDES inspections of commercial and industrial facilities and construction site inspections to ensure compliance with the Santa Ana Region Municipal Stormwater Permit.

Relevant Project Experience & References

CAA exclusively serves public agencies and proposes to perform FOG and NPDES MS4 Permit Compliance Inspection Services for the City.

The following contains a list of comparable projects throughout Southern California, with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for their cities.

REFERENCES	SERVICES	SINCE
City of Tustin Alex Waite, Senior Management Analyst (714) 573-3305 300 Centential Way, Tustin 92780	NPDES Inspection Plan Review	**2020 to Present**
City of Moreno Valley Michael Lloyd, Director of Public Works (951) 413-3000 14177 Frederick Street, Moreno Valley 92552	*NPDES Program Mgt. NPDES Inspection Plan Review	**2014 to Present**
City of Avalon David Hart, Community Services Manager (310) 510-0220 x 231 410 Avalon Canyon Road, Avalon, CA 90704	FOG Program Management	**2015 to Present**
City of Redondo Beach Geraldine Trivedi, Project Manager (310) 372-1171 415 Diamond Street, Redondo Beach 90277	NPDES Inspection FOG Program Management	**2013 to Present**
City of Mission Viejo Amanda Blaker, Associate Engineer (949) 470-8419 200 Civic Center, Mission Viejo 92691	NPDES Inspection	**2012 to Present**
City of La Palma Laurie Murray, City Manager (714) 690-3334 7822 Walker Street, La Palma 90623	*NPDES Program Mgt. NPDES Inspection Plan Review	**2012 to 2023**
City of Los Alamitos Les Johnson, Community Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos 90270	NPDES Inspection Plan Review	**2010 to Present**
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress 90630	*NPDES Program Mgt. NPDES Inspection Plan Review FOG Inspection	**2008 to Present**
City of Aliso Viejo Mitzi Ortiz, Acting City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo 92656	*NPDES Program Mgt. NPDES Inspection Plan Review	**2002 to Present**

**NPDES Program Mgt. services includes providing services to comply with all aspects of the applicable MS4 NPDES Permit for that City. These services include but are not limited to Ordinance and Policy review and updates, training, TMDL compliance, public outreach, audit prep and execution, grant writing, etc.*

Project Understanding & Approach

CAA's comprehensive approach to performing inspections, education, and enforcement services for the City is designed to enhance the effectiveness of the City's existing FOG program, ensure compliance with regulations, and promote environmental stewardship. Through regular inspections, targeted education, and fair enforcement, we are committed to helping Placentia achieve its FOG management goals and maintain a clean and safe environment for all residents.

CAA will begin by evaluating the current FOG program implementation efforts in the City, including existing practices, policies, and compliance levels. Our goal is to identify strengths and areas for improvement to enhance the overall effectiveness of the existing program. We will also review the current FOG ordinance and SSMP to ensure alignment with regulatory requirements and best practices.

CAA will then conduct comprehensive initial assessments of all FSEs to establish a baseline of FOG management practices and compliance. In that process, we will identify any high-risk FSEs requiring more frequent inspections, if applicable. We will develop a detailed inspection schedule, prioritizing high-risk establishments and ensuring all FSEs are inspected regularly, with Grease Interceptors and Grease Traps being inspected every 6 months, and Grease Best Management Practices Inspections performed annually. CAA utilizes advanced inspection tools and technology, such as GIS mapping and digital reporting, to streamline the inspection process, and will document findings and provide immediate feedback to FSE's on areas requiring improvement. Follow-up inspections will be conducted for FSE's found to be non-compliant to ensure corrective actions have been implemented.

CAA will also design and implement targeted public awareness campaigns to educate FSE's and the broader community about the importance of proper FOG management, organize workshops and training sessions for FSE owners, managers, and staff to provide hands-on guidance on best practices for FOG disposal. CAA will also develop and distribute educational materials, such as brochures, posters, and online resources, tailored to the needs of FSE's in Placentia.

Regarding enforcement, CAA will develop and implement clear enforcement procedures, including fines, penalties, and corrective actions for non-compliance. Enforcement actions are consistent, fair, and transparent, with a focus on achieving compliance rather than punishment. Our goal is to provide support to FSE's in achieving compliance, including guidance on necessary improvements and resources for implementing best practices, and we work closely with non-compliant FSEs to develop corrective action plans and timelines for achieving compliance.

CAA will serve as an expert resource to the City and commits to staying up-to-date with changes in federal, state, and local regulations pertaining to FOG management. We will conduct a thorough review of the existing FOG section of the SSMP to identify areas requiring updates or modifications and update the FOG ordinance and SSMP as necessary to incorporate modifications and ensure ongoing compliance with current regulations. We will also provide training and support to City staff to ensure smooth implementation and ongoing compliance.

Scope of Work

CAA will be available to assist with implementation of any aspect of the City's FOG Control Program, including the FOG element of the State Water Resources Control Board's WDR for Sanitary Sewer Systems, and the City's FOG Control ordinance.

CAA will develop an inspection schedule of facilities in accordance with the program requirements. CAA staff will perform required inspections including follow-up inspections in accordance with the State of California Regional Water Quality Control Board (RWQCB), Santa Ana Region Order No. R8-2002-0014, General Waste Discharge Requirements (WDR) for all Sewage Collection Agencies in Orange County within the Santa Ana Region and State Water Resources Control Board (State Water Board) adopted Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems, Water Quality Order No. 2022-0103-DWQ (Sanitary Sewer Systems WDR) and all other applicable current state and federal regulations.

Administration

CAA will provide a capable program manager to administer the FOG program for the City, ensuring compliance, and optimizing program effectiveness. The program manager will serve as the main point of contact with City staff and inform City staff about any State and Regional Permit mandates, regulations, and initiatives related to FOG on a quarterly basis. CAA will also meet with City staff twice annually to review the current list of Food Service Establishments (FSEs), including new FSEs, and account statuses (paid and unpaid).

On an annual basis, CAA will perform a FOG Procedures Review to evaluate the City's FOG procedures and recommend process improvements. This includes a comprehensive program review to determine annual and long-term effectiveness, assess the City's FOG disposal process and recommend changes, evaluate FSEs' disposal options and provide information during annual inspections, review the City's grease removal device requirements for FSEs and suggest improvements, and analyze FSEs' compliance status with city and program requirements.

Public Education

CAA will provide educational resources and training to FSE's enrolled in the City's FOG program. Resources will be provided in both English and Spanish and are designed to enhance their understanding of proper FOG management practices, ensure compliance with regulations, and promote environmental stewardship. These resources are designed to be comprehensive, accessible, and tailored to the specific needs of FSEs. Resources and training may include:

- ✓ Hands-on training sessions conducted at FSEs to demonstrate best practices for FOG disposal and management.
- ✓ Online seminars covering topics such as FOG regulations, proper disposal techniques, and the importance of grease traps/interceptors.
- ✓ Detailed guides outlining FOG management practices, regulatory requirements, and steps for compliance.
- ✓ Easy-to-read brochures and flyers that highlight key points about FOG management, the importance of compliance, and contact information for support.
- ✓ Visual aids to be displayed in kitchens, reminding staff of proper FOG disposal practices.
- ✓ A dedicated website or portal providing access to all educational materials, training schedules, and compliance tools.
- ✓ Regularly distributed newsletters containing updates on FOG regulations, tips for best practices, and success stories from other FSEs.

- ✓ Checklists to help FSEs track their adherence to FOG management practices and regulatory requirements.
- ✓ Best Practices Guides with recommendations for daily, weekly, and monthly practices to prevent FOG-related issues and maintain compliance.
- ✓ Access to CAA experts who can provide personalized advice and solutions for specific FOG management challenges.
- ✓ Scheduled visits from FOG program representatives to provide tailored advice and support to individual FSEs.

These educational resources are designed to equip FSEs with the knowledge and tools they need to manage FOG effectively, ensure compliance with regulations, and contribute to the overall success of the city's FOG program. By providing a mix of hands-on training, digital resources, and ongoing support, the program aims to foster a proactive and informed approach to FOG management among all enrolled FSEs.

Compliance Inspections and Enforcement

CAA will furnish all labor, equipment, materials, tools, services and special skills to perform FOG compliance inspections at the approximately 110 food service establishments (FSEs) within the City to ensure compliance with applicable local surface water quality regulations and related Grease Best Management Practices (GBMPs). CAA provides qualified personnel to perform inspection services for compliance with the City's ordinances and orders for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. CAA will work with the City and conduct follow-up inspections when violations are observed during routine inspections. CAA inspections will include the following:

- ✓ Removal of Garbage Grinder.
- ✓ Inspect Grease Collection Maintenance Logs, Exhaust Hood Maintenance logs and Employee Training logs.
- ✓ Inspect Grease Collection Maintenance logs, Exhaust Hood Maintenance logs and Employee Training logs.
- ✓ Inspect for installation and maintenance of all Drain Screens.
- ✓ Inspect to ensure Food Waste BMPs are followed.
- ✓ Inspect to ensure Dry Wiping BMP is followed.
- ✓ Inspect for Emergency Spill Materials or Spill Response Kit Inspect to ensure Storm Water/Grease BMP posters are in approved areas.

CAA will ensure that information gathered during the inspections is complete and accurate. CAA staff will coordinate with the City Code Enforcement Officer if any corrective actions are necessary as a result of an inspection. The proper City enforcement procedure will be followed, which will be dependent on the severity of the issue and violated regulation. These enforcement actions (i.e., corrective notices) will be documented in the City's inspection database in real time or no later than the day of inspection.

CAA will immediately notify the City of facilities with illicit discharges or other conditions that pose a threat to human health or the environment. CAA will document the conditions of non-compliant facilities with photos and submit them to the appropriate City staff or department. Those facilities identified as non-compliant will be re-inspected until compliance has been reached, as directed by the City. CAA will provide all dischargers and/or Consultants with all relevant documents pertaining to the City sanitary sewer ordinance requirements. All pictures, video, documentation, etc., shall be made available to the City at all times and become property of the City.

CAA will notify all dischargers found to be in non-compliance or subject to notice of violation. CAA will not provide any form of legal enforcement or take part in any form of enforcement action(s). All legal enforcement and actions taken against any discharger by the City, after the notice of non-compliance procedures have been fulfilled by CAA inspection staff, will be the sole responsibility of the City. CAA will cooperate in full with the City in all matters regarding possible enforcement actions(s) and other general matters regarding the City's sanitary sewer ordinance requirements.

CAA staff will act in a courteous, professional, manner at all times while working on the project. Every effort shall be made to perform the work causing the least disturbance to the business being inspected. Any CAA employee, who is determined to be incompetent, disorderly, intemperate, or otherwise objectionable, will immediately be removed and replaced with a satisfactory employee.

CAA staff will present an official form of identification at all times when conducting inspections.

CAA staff receive continual safety training on a monthly basis and are trained to recognize typical hazards associated with FOG and Commercial/Industrial Inspections. Inspections will not be conducted if any hazard would prevent the inspector(s) from safely conducting the inspection. General safety precautions such as proper driving practices, wearing hard hats, ear protection, etc. in prescribed areas, avoiding confined spaces, etc. will be exercised by CAA inspection staff at all times.

Permit and Plan Review

CAA will review applications and plans of all FSE's installing a grease trap/interceptor for compliance with the City's FOG grease trap/interceptor requirements. Applications and plans will be picked up from the City and reviewed within 10 business days of notification of plans being available.

CAA will work closely with facility operators to ensure FOG permits are processed in an efficient and expedited manner.

CAA will continually review the City's program and recommend enhancements, including but not limited to fees and internal processes, as needed.

Reporting and Record Keeping

CAA will work closely with the City's staff to update the City's database of FOG inspections upon conclusion of each scheduled round of inspections. CAA will maintain a database that documents the conditions of all FSE's with photos on non-compliant facilities and submit them to the appropriate City staff or department. CAA will provide all dischargers and/or Consultants with all relevant documents pertaining to the City sanitary sewer ordinance requirements. All pictures, video, documentation, etc., shall be made available to the City at all times and become property of the City.

Schedule

We have provided a preliminary schedule to accomplish all the required tasks within the desired timeline below.

TASK	TIMELINE
Kick-Off Meeting	Within two weeks of contract execution
Program Review and Recommendations	Within one month from kick-off meeting
Semi-Annual FSE inventory review and update	Within one month from kick-off meeting, then every 6 months
Develop Inspection Schedule	Within one week from inventory finalization
Conduct Inspections	As per agreed upon inspection schedule
Quarterly Regulatory/Legislative/Initiatives Update	By the first day of each quarter
Quarterly status meeting with City staff	As needed
Permit and Plan Review	Within 10 days of notification from the City

Required Proposal Statements

A. CAA is committed to performing the services and adhering to the requirements described in this Request for Proposal (RFP), including any addenda (none were received as of 07/11/2024). We understand the importance of compliance and excellence in executing the Fats, Oils, and Grease (FOG) program for the City of Placentia. Our team will ensure all tasks are carried out with the highest level of professionalism, efficiency, and dedication to meet and exceed the city's expectations.

B. CAA 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. CAA assures the City of Placentia that we will not substitute any members of our designated team without prior approval from the City. We understand the importance of consistency and the value of the relationships built with our team members, and we are committed to maintaining a stable and reliable project team throughout the duration of the FOG program. Any proposed changes to the team will be communicated and approved in advance to ensure continuity and the highest level of service.

D. CAA hereby declares that there is no conflict of interest in our engagement with the City of Placentia for the Fats, Oils, and Grease (FOG) program. We affirm that neither our firm nor any of our designated team members have any financial, personal, or other relationships that could inappropriately influence or appear to influence our work on this project. We are committed to maintaining the highest standards of integrity and impartiality in all our professional activities.

E. CAA hereby attests that there has been no collusion with other proposing firms in the preparation and submission of our proposal for the Fats, Oils, and Grease (FOG) program for the City of Placentia. We affirm that our proposal is made independently and without any consultation, communication, or agreement with any other firm or individual to restrict competition. We are committed to conducting our business with the highest level of honesty and integrity.

F. CAA is able to comply with and fulfill the indemnification and insurance requirements contained in the sample contract. Any proposed exceptions to the contract are listed on the following page.

Proposed Exceptions

CAA has no proposed exceptions to the Scope of Services or insurance limits provided in the Sample Contract.

CAA would like to include a provision for CAA to terminate even for cause: “Consultant may terminate the contract for cause, by providing 60 days’ advanced written notice to the City.”

CAA would also like to add the following to section 6.8 of the contract: …arising out of or in any way connected with the “negligent” performance of the Consultant, its employees, and/or authorized subcontractors’ work undertaken pursuant to this Agreement including all “negligent” acts or omissions…

Resource Allocation & Cost Proposal

The Cost proposal is provided in a separate file as requested by the City. The resource allocation plan is as follows:

Task	Project Management	Program Management	Support Staff/Inspector
	Rae Beimer	*Connie Read*	*Jordan Gosse*
Administration	10	50	20
Public Education	5	40	50
Compliance Inspections and Enforcement	10	100	216
Permit and Plan Review	5	40	10
Reporting and Record Keeping	5	40	10
TOTAL HOURS	35	270	306
A 10% Contingency will be to cover any unexpected expenses.			

Charles Abbott Associates, Inc.

COST PROPOSAL FOR

Fats, Oils, and Grease (FOG) Program Management Services

City of Placentia

401 East Chapman Avenue
Placentia, CA 92870

Due Date: July 25, 2024 by 5:00 p.m. PST

Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

Cost Proposal

The tasks below will be undertaken on a time and materials basis in accordance with our schedule of fees for an annual amount not to exceed $80,492.50. We will request your written authorization prior to providing any services beyond this amount.

Task	Project Management *Rae Beimer*	Program Management *Connie Read*	Support Staff/Inspector *Jordan Gosse*	Annual Cost
	$175.00	**$135.00**	**$100.00**	
Administration	10	50	20	$10,500.00
Public Education	5	40	50	$11,275.00
Compliance Inspections and Enforcement	10	100	216	$36,850.00
Permit and Plan Review	5	40	10	$7,275.00
Reporting and Record Keeping	5	40	10	$7,275.00
TOTAL HOURS	35	270	306	$73,175.00
			10% Contingency	$7,317.50
			TOTAL PROJECTED COST - DO NOT EXCEED:	**$80,492.50**

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Additional rate adjustments may be requested based upon increases adopted by Charles Abbott Associates, Inc. which generally do not exceed the regional Consumer Price Index (CPI).

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Professional Errors and Omissions ("E&O") Liability Insurance

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

5. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from

subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.

4. 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.

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.** The contract may also be extended for an additional two-year term based on the City's discretion and contractor performance.

6. 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.

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2024

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
CHARABB-01

CONTACT NAME: Dani Schulze
PHONE (A/C, No, Ext): 714-202-0390 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty and Surety Co of America	31194
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : HARTFORD INSURANCE COMPANY	38288
INSURER E :	
INSURER F :	

INSURED
Charles Abbott Associates, Inc.
27201 Puerta Real, Ste 200
Mission Viejo CA 92691

COVERAGES **CERTIFICATE NUMBER:** 1962865536 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	57UUNOL5517	3/31/2024	3/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57UENOL5516	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	57XHUOL5518	3/31/2024	3/31/2025	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEOL6H6H	3/31/2024	3/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Form			106484363	3/31/2024	3/31/2025	Per Claim Aggregate Limit	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability
Project: Fats, Oils, and Grease (FOG) Program Management Services.
The City of Placentia, its 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

City of Placentia
Attn: Elsa Robinson, Senior Management Analyst
401 E. Chapman Ave.
Placentia CA 92870

CANCELLATION 30 Day Notice will be sent to holder

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.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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 stock insurance company member of The Hartford 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 ends 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 - Coverages **A** and **B.**

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" 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.

d. 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".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

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 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 attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(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 attorney 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 even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, 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:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) 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 is used to heat, cool or dehumidify the building, or 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) Which 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 performing operations if the

operations are 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

(b) Claim or suit by or on behalf of a governmental authority for damages 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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) Less than 51 feet long; and

(b) Not being used to carry persons 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 under the definition of "mobile equipment" if it 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 not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

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", however caused, arising, directly or indirectly, 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 "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in 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)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, 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.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in 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 - Coverages **A** and **B.**

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" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place 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 that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and 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

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, 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 metatags, 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 a governmental authority for damages 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", however caused, arising, directly or indirectly, 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. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. 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, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) 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**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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 $1,000 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.

c. The cost of appeal bonds or 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, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to 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" 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** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" 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:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; 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. Employees And Volunteer Workers

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 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 that "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 **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, 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:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

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.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

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. General Aggregate Limit

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. Products-Completed Operations Aggregate Limit

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. Personal And Advertising Injury Limit

Subject to **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 and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **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".

6. Damage To Premises Rented To You Limit

Subject to **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 any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **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.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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. Notice Of Occurrence Or Offense

You or any additional insured 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. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

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";

(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. Obligations At The Insureds Own Cost

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. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

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 other valid and collectible 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 follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

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

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

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

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

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.

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

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

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

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   - **a. (1)** Radio;
   - **(2)** Television;
   - **(3)** Billboard;
   - **(4)** Magazine;
   - **(5)** Newspaper; or
   - **b.** Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   - **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   - **b.** An interactive conversation between or among persons through a computer network.
2. "**Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"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".
5. **"Bodily injury"** means physical:
   - **a.** Injury;
   - **b.** Sickness; or
   - **c.** Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
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 **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 **a.** above;
     - **(2)** The activities of a person whose home is in the territory described in **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 the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **a.** Refusal to employ that person;
   - **b.** Termination of that person's employment; or
   - **c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"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.
12. **"Insured contract"** means:
    - **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 or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. 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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes 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, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) 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 **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "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".

14. "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".

15. "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 **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 **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. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"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.

19. **"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.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall 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 shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. 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.

21. **"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.
22. **"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.
23. **"Volunteer worker"** means a person who
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"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.
25. **"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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEOL6H6H **Endorsement Number:**
Effective Date: 03/31/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Charles Abbott Associates, Inc.
27201 Puerta Real, Ste 200
Mission Viejo, CA 92691

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 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024
Submitted by: Kyra Tao
From: Public Works

Subject:
Acceptance of Construction Work and Notice of Completion for the Wayfinding Signage Project Phase IV, City Project No. 24104

Financial Impact:
Fiscal Impact:
Expense: $326,472.50 Original Construction Contract
Budgeted: $500,000.00 FY 2023-24 & FY 2024-25 CIP Budget

Summary:
On October 17, 2023, the City Council awarded a construction contract to Monarka Development Corporation (dba Express Sign & Neon), in the amount of $304,355 for fabrication and installation of new overhead mast arm mounted street name signs throughout the City. This project was the fourth phase of the citywide wayfinding signage program. Wayfinding signage at key locations throughout a community helps to create unique community branding when announcing a motorist's or pedestrian's arrival at key destinations. Effective community wayfinding signage is a key component to economic development efforts and placemaking and conveys a higher degree of a community's sophistication and investment in its local infrastructure.

Contract Change Order No. 1 in the amount of $22,117.50 was approved by the City Administrator, which was under his authority limit to cover additional work. The scope of the change order work included ten (10) additional street name signs for the intersections at the City's border. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of $326,472.50.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Accept the work performed by Monarka Development Corporation, for construction of the Intersection Street Name Sign Project (Wayfinding Project Phase IV), City Project No. 24104 for a grand total amount of $326,472.50; 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.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 6 and Objective 6.2, Select Concepts and Install Citywide Wayfinding Signage.

Discussion:
On October 17, 2023, the City Council awarded a construction contract to Monarka Development Corporation (dba Express Sign & Neon), in the amount of $304,355 for replacing street name signs at the City's signalized intersections with new the sign design approved by Council at the November 15, 2022 Council meeting. This project was the fourth phase of the citywide wayfinding signage program. Wayfinding signage at key locations throughout a community helps to create unique community branding when announcing a motorist's or pedestrian's arrival at key destinations. Effective community wayfinding signage is a key component to economic development efforts and placemaking and conveys a higher degree of a community's sophistication and investment in its local infrastructure.

The Wayfinding Signage Phase IV Project included fabrication and installation of newly designed street name signs at all of the signalized intersections in Placentia. One contract change order was approved by the City Administrator in the amount of $22,117.50. This change order covers the cost to fabricate and install ten additional street name signs at intersections at the City's border. Staff has inspected and accepted the project. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of $326,472.50.

Fiscal Impact Summary:
The final construction cost plus the change order amounts to $326,472.50. This cost consists of the bid amount submitted by Express Sign & Neon in the amount of $304,355 and Contract Change Order No. 1 for $22,117.50. A total amount of $500,000 was available and budgeted within the Fiscal Year (FY) 2023-24 Capital Improvement Program (CIP) Budget for this project. The remaining project funds were carried over to the FY 2024-25 CIP Budget. As such, sufficient funds exist for the recommended actions.

Attachments
Attachment 1_NOC Monarka dba Express Sign and Neon.docx

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State

City Clerk
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: October 15, 2024

Carole Waymen, 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 May 14, 2024. The work done was:
   Construction of Mast Arm-Mounted Street Name Signs at various City of Placentia Intersections.

The name of the contractor, if any, for such work of improvement was Monarka Development Corporation dba Express Signs & Neon.

7. 2327 Southwest Drive, Los Angeles, CA 90043 10/17/2023
   (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: Mast Arm-Mounted Street Name Signs across City Project.
9. The street address of said property is Citywide locations, Placentia, CA 92870.
   (If no street address has been officially assigned. insert "none".)

CITY OF PLACENTIA

Dated: October 15, 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 October 15 (Date of Signature.), 2024, at Placentia (City where signed.), California.

Damien R. Arrula, City Administrator
(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

NOTICE OF COMPLETION – WOLCOTTS FORM 1114 – REV. 6-74

8 pt. type or larger

ATTACHMENT 1

Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024

Submitted by: Jeannette Ortega

From: Community Services

Subject:

Approval of the Design Concept Plan for Playground Renovations at McFadden Park and Approval of Public Works Agreement with PlayCore D.B.A. Gametime for the purchase and Installation of the Playground Equipment, CIP Projects No. 7210 and 7504

Financial Impact:

Fiscal Impact:

Expense:	$510,000.00	Total Cost
	$496,874.05	Contract Amount
	$ 13,125.95	Contract Contingency Amount
Available Budget:		
	$550,000.00	FY 2024-25 CIP Budget
	$460,000.00	Measure U (797504-6760)
	$ 90,000.00	Park & Rec Impact Fee (637504-6760)

Summary:

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

The project will include the complete removal of the existing playground structure. The new playground structure will feature a beach and lifeguard theme with new rubberized surfacing that will incorporate beach elements. Other additions will include an incorporated shade, a lighthouse tower, swings, retro surfboard sensory play apparatuses, and new slides.

The design concept plan has been reviewed by Staff and was presented to the Parks, Arts, and Recreation Commission (PARC) at the August 5, 2024, Commission meeting for their review. Funding for the project has been identified as $550,000 for the playground equipment from a combination of Measure U and Park and Rec Impact fees in the current Capital Improvement (CIP) budget.

Staff and the PARC Commission recommend the City Council approve the concept design plan. The proposed action will approve the design plan of the McFadden Park playground

renovation and addition of the project and will award a Public Works Agreement to PlayCore d.b.a. GameTime (GameTime), for the purchase and installation of the playground equipment in the amount of $496,874.05, satisfying CIP projects No. 7210 and No. 7504, as outlined in the PPI.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the McFadden Park Playground Renovation Project; and
2. Approve the design concept plan for the McFadden Park Playground Renovation Project; and
3. Approve the purchase of the McFadden Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2024-2025 for projects 7210 and 7504; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the McFadden Park playground equipment renovation project in the amount of $496,874.05; and
5. Authorize the City Administrator to approve contract change orders up to a total of $13,125.95 or a not-to-exceed total contract amount of $510,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

Discussion:
At the May 18, 2021, meeting, the City Council approved the Placentia Parks Initiative (PPI) as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the McFadden Park playground. The project will include the complete removal and replacement of the existing playground structure. The playground design will complement the park's existing public pool by incorporating a water/beach theme. The new playground structure will feature a beach and lifeguard theme with new rubberized surfacing that will incorporate beach elements. Other additions will include incorporated shade, a lighthouse tower, swings, retro surfboard sensory play apparatuses, and new slides.

The total budget for the project is outlined in the Fiscal Year (FY) 2024-25 Capital Improvement Program (CIP) Budget. Funding for the project has been identified as $550,000 for the playground equipment from a combination of Measure U and Park and Rec Impact Fee.

The design concept plan provided by PlayCore d.b.a. GameTime (GameTime), aligns with the City Council approved Placentia Park Initiative (PPI), to enhance play experiences throughout the City's parks system, by creating unique "themed" playgrounds that are all different. The Parks, Arts, and Recreation (PARC) Commission reviewed the design concept plans for the renovation of the McFadden Park playground, at the August 5, 2024 meeting. The PARC Commission recommends approval of the proposed design concept plans provided by GameTime (Attachment 1). Per the Commission's recommendation, the provided concept plan provides for a creative design, that also incorporates early childhood play and meets the City's proposed project budget. Additionally, the fun and colorful beach theme adds a playful

element to the park that is consistent with the existing public pool currently at the site.

Upon approval of the concept design, Staff will work with Gametime, to order and finalize the installation of the playground equipment for the park. Staff recommends the City Council approve the concept design plans and award a Public Works Agreement to Gametime, for the purchase and installation of the playground equipment.

Pursuant to the City of Placentia Municipal Code, Section 3.08.070, purchases of supplies, services and equipment may forego bid procedures when participating in an established governmental cooperative purchasing program. The quote received from Gametime is reflective of a cooperative purchasing agreement through OMNIA Partners (OMNIA), a national cooperative purchasing organization, under OMNIA Contract No. 2017001134 (Attachment 3). The City of Placentia is a member of OMNIA and has used OMNIA contracts in the past. Therefore, under the City's purchasing policy, the City may award the proposed contract without competitive procurement. As such, Staff recommends the City Council award a construction contract to GameTime in the amount of $496,874.05 and authorize a construction contingency in the amount of $13,125.95 for change orders related to unforeseen conditions encountered during construction. This contract will be funded utilizing existing CIP funds identified in the FY 2024-25 CIP Budget for this project.

Fiscal Impact Summary:
The City Council budgeted $550,000.00 for the McFadden Park Playground Renovation Project from a combination of Measure U and Park and Rec Impact Fee in the adopted FY 2024-25 Capital Improvement Program (CIP) budget. The total cost for the playground renovation project amounts to $510,000. This cost consists of the proposal submitted by GameTime in the amount of $496,874.05 and an additional $13,125.95 in contingency funds for change orders related to unforeseen conditions encountered during construction. Therefore, sufficient funds exist in the FY 24-25 CIP budget to order, purchase, and install the playground equipment. Additional Park amenities will also be ordered, utilizing currently budgeted CIP project funds for the replacement of various amenities throughout the park, consistent with the PPI.

Attachments
Attachment 1 McFadden Park Playground Concept.pdf
Attachment 2 McFadden Park Agreement
Attachment 2a Proposal 111924-01 McFadden Park Playground.pdf
Attachment 2b Insurance Documents.pdf
Attachment 3 - OMNIA Partners Cooperative Purchasing Contract for Gametime

McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA

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

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GREAT WESTER
RECREATIO

McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA

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McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA

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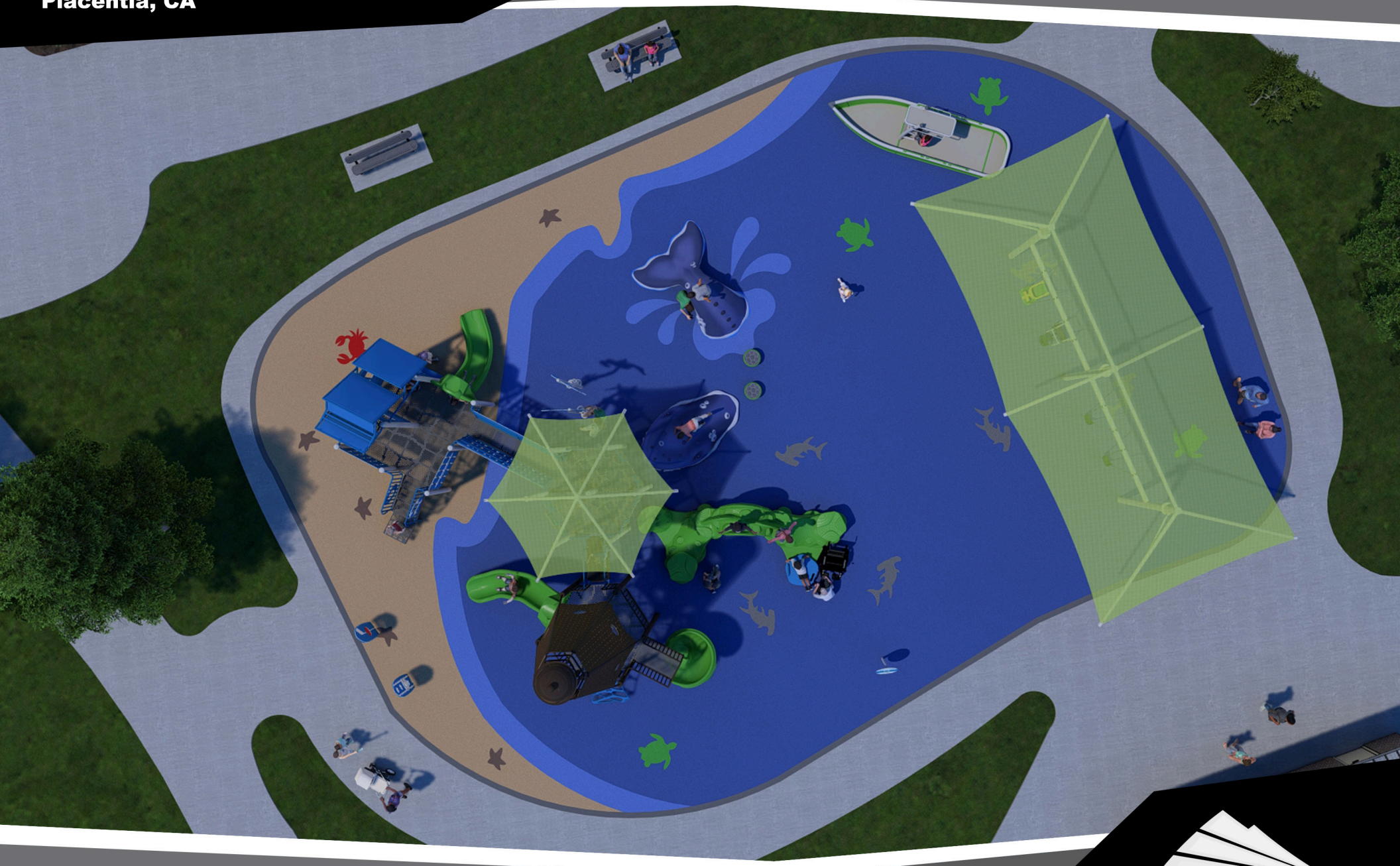
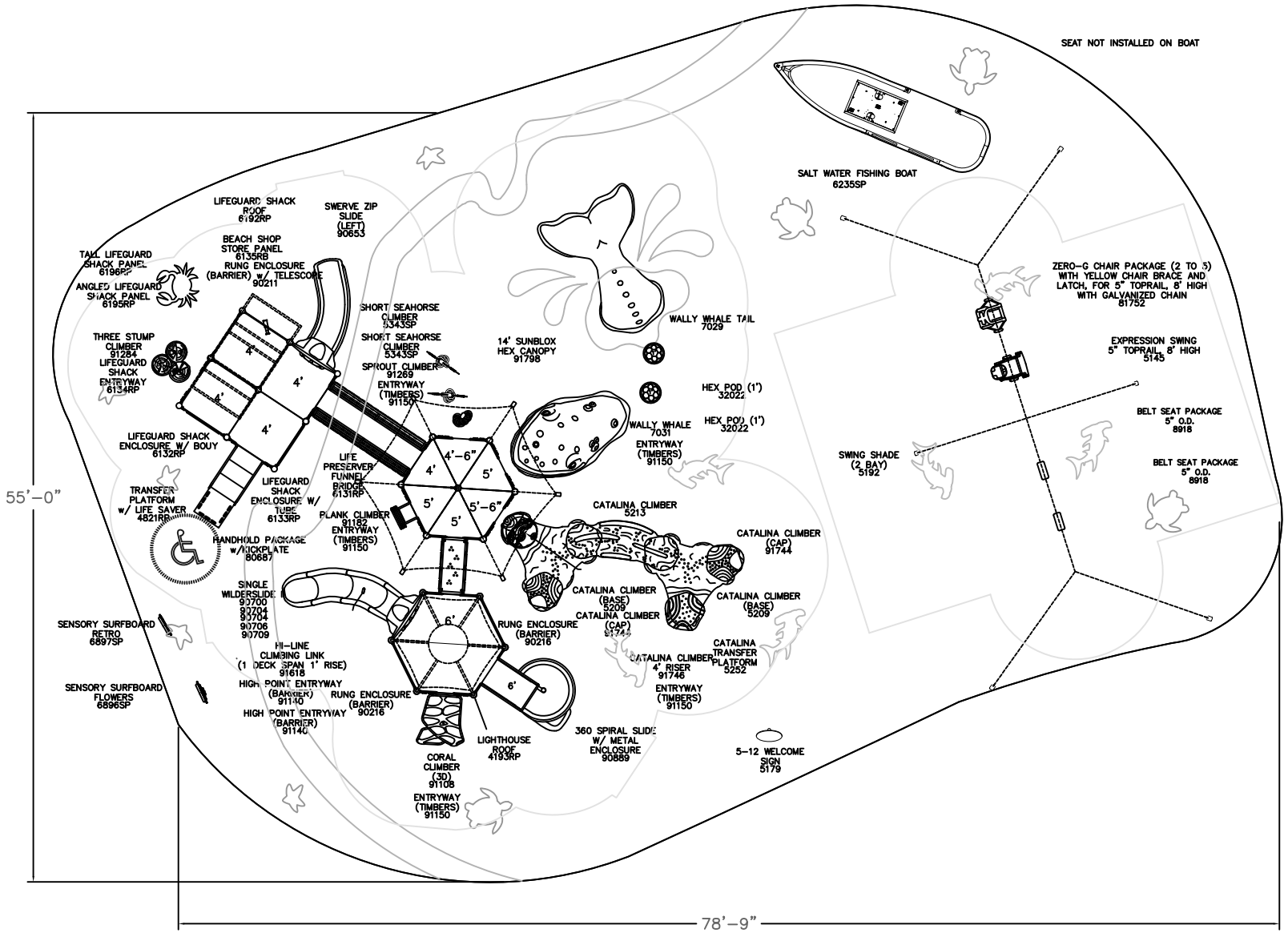
McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA



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



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

CITY OF PLACENTIA
McFADDEN PARK
Placentia, CA

Representative
Great Western

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

Total Elevated Play Components	12		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	12	Required	6
Total Accessible Ground Level Components Shown	14	Required	4
Total Different Types Of Ground Level Components	4	Required	3

This play equipment is recommended for children ages 5-12

Minimum Area Required: -

Scale: -

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

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

Drawn By: SLB/MW

Date: 9/23/24

Drawing Name: 111924-01-Opt 5

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
MCFADDEN PARK

THIS AGREEMENT (herein "Agreement") is made and entered into this 15th day of October, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PLAYCORE WISCONSIN INC. D/B/A GAMETIME (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the construction of McFadden Park playground equipment including construction of improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean PlayCore Wisconsin Inc. d/b/a GameTime a (Wisconsin Corporation, Partnership, Individual) located at 150 PlayCore Drive SE Fort Payne AL 35967.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements and the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

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

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

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

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

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

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

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

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

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

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

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

extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Hundred Ninety-Six Thousand Eight Hundred and Seventy-Four Dollars and Five Cents ($496,874.05) (herein “Contract Sum”), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than June 30, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Clint Whiteside

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

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

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor’s (or its agents’, employees’, subcontractors’, or invitees’) negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers, any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City’s failure to deduct or withhold shall not affect Contractor’s obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870
Attn.: Damien R. Arrula

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

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall

not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

Clint Whiteside
_____ Date: 10/9/2024
Signature

Name and Title
Name and Title

Social Security or Taxpayer ID Number
Social Security or Taxpayer ID Number

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Jeannette Ortega, Acting Community Services Director

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

_____
Principal

By_____

_____
Title

(Corporate Seal)

_____
Principal

By_____

_____
Title

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

(Use of City Form is Required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

_____

_____

_____

Business Address:

_____

_____

_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

(Use of City Form is Required)

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes__ No___ Telephone ( ) _____

CORPORATION:_____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION:_____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE:_____

SOLE PROPRIETOR:_____

A PARTNERSHIP:_____

OTHER: _____ (Explain)

Signature/Title: _____ Date:_____

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

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

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

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

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

Guarantor Date:_____

Contractor:_____ By:_____

Title:_____

CITY OF PLACENTIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20___ ("Agreement"), whereby Principal agreed to provide construction services including _____ _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any Federal or State laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to

obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)	(Seal)
SURETY	PRINCIPAL
By _____	By X_____
_____	X_____
_____	_____
_____	_____
ADDRESS	ADDRESS

APPROVED:

_____
CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

a. That all statements of fact in such bid or proposal are true.

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

c. That such bid or proposal is genuine and not collusive or sham.

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

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

On_____at_____California.

Firm_____ _____
(Signature)

Street_____ _____
(Print Name & Title)

City_____State_____Zip_____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Proposal for

City of Placentia

Prepared by

GREAT WESTERN RECREATION

09-25-2024
Job # 111924-01

McFadden Park Playground Option 5- Fall 2024 Grant CWO

GameTime
A PLAYCORE Company

805-910-5971 | www.gwpark.com

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

09/24/2024
Quote #
111924-01-05

McFadden Park Playground Option 5- 2024 Fall Grant CWO

City of Placentia
Attn: Veronica Ortiz
900 S. Melrose St.
Placentia, CA 92870
United States
Phone: 714-993-8222
vortiz@placentia.org

Ship to Zip 92865

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom Life Guard and Light House 5-12 Play Strucutre- • Reference 111924-01-Opt 5	$102,212.00	$102,212.00
1	5179	GameTime - Welcome Sign (5-12)	$748.00	$748.00
1	4821RP	GameTime - 48" Transfer w Life Buoy	$7,224.00	$7,224.00
2	5343SP	GameTime - Short Seahorse Climber	$3,236.00	$6,472.00
1	6131RP	GameTime - Life Preserver Funnel Bridge	$10,028.00	$10,028.00
1	6132RP	GameTime - Lifeguard Shack Enclosure w/ Buoy	$3,044.00	$3,044.00
1	6133RP	GameTime - Lifeguard Shack Enclosure w/ Tube	$3,044.00	$3,044.00
1	6134RP	GameTime - Lifeguard Shack Entryway	$1,784.00	$1,784.00
1	6135RP	GameTime - Beach Shop Store Panel	$1,536.00	$1,536.00
1	6192RP	GameTime - Lifeguard Shack Roof	$5,580.00	$5,580.00
1	6195RP	GameTime - Lifeguard Shack Angled Panel	$3,600.00	$3,600.00
1	6196RP	GameTime - Lifeguard Shack Tall Panel	$3,140.00	$3,140.00
1	6896SP	GameTime - Surfboard Flowers	$5,565.00	$5,565.00
1	6897SP	GameTime - Retro Surfboard Sensory	$5,898.00	$5,898.00
1	4193RP	GameTime - Lighthouse Roof	$27,344.00	$27,344.00
1	1205LD	GameTime - Salt Water Fishing Boat without seat	$23,288.00	$23,288.00
1	7031	GameTime - Whale	$19,994.00	$19,994.00
1	7029	GameTime - Whale Tail	$15,229.00	$15,229.00
2	32022	GameTime - Hex Pod Step (1')	$960.00	$1,920.00
1	81752	GameTime - 5" Zero-G Chair (2-5)-Galv Chain	$759.00	$759.00
1	5145	GameTime - Expression Swing 5" X 8'	$1,949.00	$1,949.00
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)	$388.00	$776.00
1	5192	GT-Shade - Double Bay Swing Shade	$13,602.00	$13,602.00
1	INSTALL	Other Products 1 - MOBILIZE EQUIPMENT AND MATERIALS- Prevailing Wages	$1,995.00	$1,995.00
1	INSTALL	Other Products 1 - DEMO AND DISPOSE OF EXISTING EQUIPMENT. INCLUDING 4,170 SQFT. OF POUR IN PLACE RUBBER SURFACING.- Prevailing Wages	$28,235.00	$28,235.00

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

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Quote #
111924-01-05

McFadden Park Playground Option 5- 2024 Fall Grant CWO

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Other Products 1 - RE-GRADE AND COMPACT SUB BASE MATERIALS. APPROXIMATELY 4,170 SQFT- Prevailing Wages	$5,580.00	$5,580.00
1	INSTALL	Other Products 1 - INSTALLATION ONLY OF GAMETIME PLAY EQUIPMENT- REFER TO DRAWING 111924-01-OPT 5 ORTCO INC IS A CERTIFIED GAMETIME INSTALLER Prevailing Wages	$82,749.00	$82,749.00
1	INSTALL	Other Products 1 - PROVIDE AND INSTALL POUR IN PLACE RUBBER SURFACING- ****List Price $165,864.64, discounted per OMNIA Contract** INCLUDES DESIGNS AND ALIPHATIC BINDER. APPROXIMATELY 4,170 SQFT. FOR AN AVG. CFH OF 8' o 10 sf of orange for star fish o 5 sf of red for the crab o 730 sf of beige for the sand o 245 sf of sf light blue for splash/wave o 3010 sf blue for water o 25 sf light green for turtles o 30 sf gray for sharks Prevailing Wages	$136,009.00	$136,009.00
Contract: OMNIA #2017001134			**Sub Total**	$519,304.00
			Grant	($53,535.20)
			Freight	$12,625.18
			Tax	$18,480.07
			Total	**$496,874.05**

OMNIA PARTNERS

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
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09/24/2024
Quote #
111924-01-05

McFadden Park Playground Option 5- 2024 Fall Grant CWO

Comments

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

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

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

*****OPTIONAL-To include a Payment and Performance Bond, please add $7,590 plus tax if applicable.**

Shipping to:
Installer
2163 N Glassell St
Orange, CA 92865

Site Address:
900 S Melrose St,
Placentia, CA 92870

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

*Deposit may be required.

Permitting not included, unless otherwise noted.

Prevailing wage
OMNIA # 4001676

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

*****Pricing is based on Grant 2024 pricing. Orders MUST be placed before October 25, 2024, and MUST be shipped by December 31, 2024 to qualify for Grant Pricing.**

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

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P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
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Quote #
111924-01-05

McFadden Park Playground Option 5- 2024 Fall Grant CWO

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

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

Prices:
FOB Factory.

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

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

Landmark Design GFRC:
Orders require a 50% deposit at the time of order.

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P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
111924-01-05

McFadden Park Playground Option 5- 2024 Fall Grant CWO

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

☐ Change billing information to:

Address: _____

_____

Contact: _____

☐ Change shipping information to:

Address: _____

_____

Contact: _____

Colors: ☐ Per Renderings ☐ Palette _____

☐ Per Submittals _____

☐ Other Colors, please specify _____
_____
_____
_____

Purchase Amount: **$496,874.05**

Signature: _____ **Date:** _____

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

DIR# 1000015526 CSLB#855664

GameTime C/O Great Western Recreation
P.O. Box 680121
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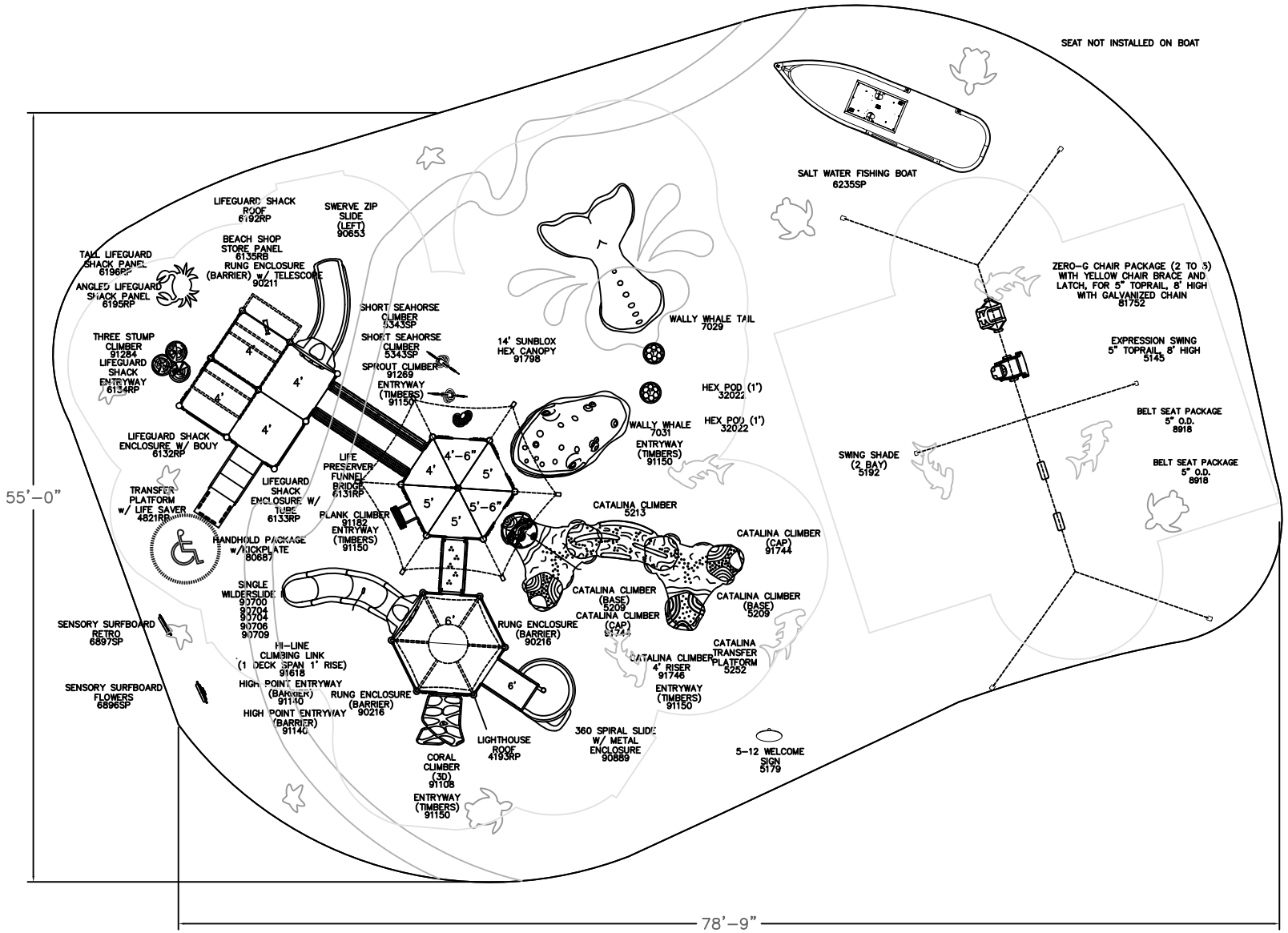
09/24/2024
Quote #
111924-01-05

McFadden Park Playground Option 5- 2024 Fall Grant CWO

INSTALLATION CONDITIONS:

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



0 5' 10' 15' 20'

GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

CITY OF PLACENTIA
McFADDEN PARK
Placentia, CA

Representative
Great Western

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

Total Elevated Play Components	12		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	12	Required	6
Total Accessible Ground Level Components Shown	14	Required	4
Total Different Types Of Ground Level Components	4	Required	3

This play equipment is recommended for children ages 5-12

Minimum Area Required: -

Scale: -

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

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

Drawn By: SLB/MW

Date: 9/23/24

Drawing Name: 111924-01-Opt 5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2024

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
MARSH USA, LLC.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-23-24

CONTACT NAME: Justin Llizo
PHONE (A/C, No, Ext): (202) 258-5895 **FAX (A/C, No):**
E-MAIL ADDRESS: Justin.Llizo@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Continental Casualty Company	20443
INSURER C : American Casualty Company Of Reading, Pa	20427
INSURER D : Transportation Insurance Co	20494
INSURER E : N/A	N/A
INSURER F : The Continental Insurance Company	35289

INSURED
PlayCore Wisconsin, Inc.
Dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES **CERTIFICATE NUMBER:** ATL-005801687-00 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR [X] SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			MKLV2PBC002287	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 7039895527	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.: $1,000	$ 1,000,000 $ $ $ $
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			7039984806 RETENTION Umb Catastrophe $25,000	08/01/2024	08/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C C D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 7 39895530 WC 7 39895544 WC 7 39918871 WC 7 39929062	08/01/2024 08/01/2024 08/01/2024 08/01/2024	08/01/2025 08/01/2025 08/01/2025 08/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: McFadden Park
The City of Placentia, its officers, officials, employees, agents, and volunteers are listed as additional insured, in regard to services performed by the Insured, on a primary and non-contributory basis, on the General Liability via CG 2010 & CG 2037 (04/13 versions) and Automobile Liability via CA 2048, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on all policies, when required by written contract.

CERTIFICATE HOLDER
City of Placentia
Attn: City Administrator
401 E. Chapman
Placentia, CA 92870

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC
John Whittle

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AGENCY CUSTOMER ID: CN102326389
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne,AL 35967
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
Policy Number: WC 7039918885
Dates: 08/01/2024 - 08/01/2025

WC 7 39895530 - AL,CO,FL,GA,ID,IL,IN,KS,KY,MA,ME,MD,MI,MN,MO,MT,NV,NY,NC,OK,PA,SC,TN,TX,UT,VA
WC 7 39895544 - CA
WC 7 39918871 - AZ, OR, WI
WC 7039918885- OH, ND, WY, WA

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POLICY NUMBER: MKLV2PBC002287
EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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POLICY NUMBER: MKLV2PBC002287
EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
As required by written contract executed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025
POLICY NUMBER: MKLV2PBC002287

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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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
" Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."

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.

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.

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Product Name
Business Auto

CNA

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 this 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.

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

Named Insured: PlayCore Group, Inc.

Endorsement Effective Date: 08/01/2024

SCHEDULE
Name Of Person(s) Or Organization(s): " Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."
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.

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Product Name
Business Auto

Form No: CA 20 48 10 13
Endorsement Effective Date: 08/01/2024
Endorsement No: TBD; Page: TBD
Underwriting Company: CONTINENTAL CASUALTY COMPANY

Policy No: BUA 703895527
Policy Effective Date: 08/01/2024
Policy Page: TBD

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Product Name
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 whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss"

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.

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POLICY NUMBER: MKLV2PBC002287
EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

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Product Name
BUSINESS AUTO

CNA

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO

SCHEDULE
Name of Person or Organization: " Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss."

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

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.

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Fifteenth Amendment") is made and entered into this 22 of December 2023, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021, to incorporate a [redacted]% material surcharge.

J. The parties amended the Contract on May 17, 2021, to incorporate a [redacted]% material surcharge.

K. The parties amended the Contract on July 14, 2021, to incorporate a [redacted]% material surcharge.

L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.

O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

P. The parties now desire to amend the Contract to add new Products and Services and incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Fifteenth Amendment by reference.
2. Defined terms used in this Fifteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2024 Master Price List which are attached hereto as Exhibit A.2.
4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2024 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.2.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: _____
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 12/18/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08504836a6d96b82

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

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

RECITALS

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

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

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

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

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

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

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

CONTRACT

1. EXHIBITS.

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

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

2. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

8. **PRICE ADJUSTMENT.**

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

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

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

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

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

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

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

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

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

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

Option 2 – Mail one copy of each invoice to:

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

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

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

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

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

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

13. **GENERAL WARRANTIES**. Company represents and warrants that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. PREPARATION FOR DELIVERY:

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

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

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

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

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

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

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

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

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

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

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

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

28. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29.8.3 Performing the transition service plan activities;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. COMMERCIAL NON-DISCRIMINATION.

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

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

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

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

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

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

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

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

a. Criminal records search,

b. Identification verification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If such failure or delay:

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

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

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

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

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

42 CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

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

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Randy A. Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

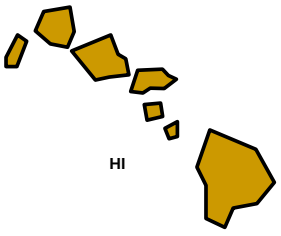
DATE: 5/11/17

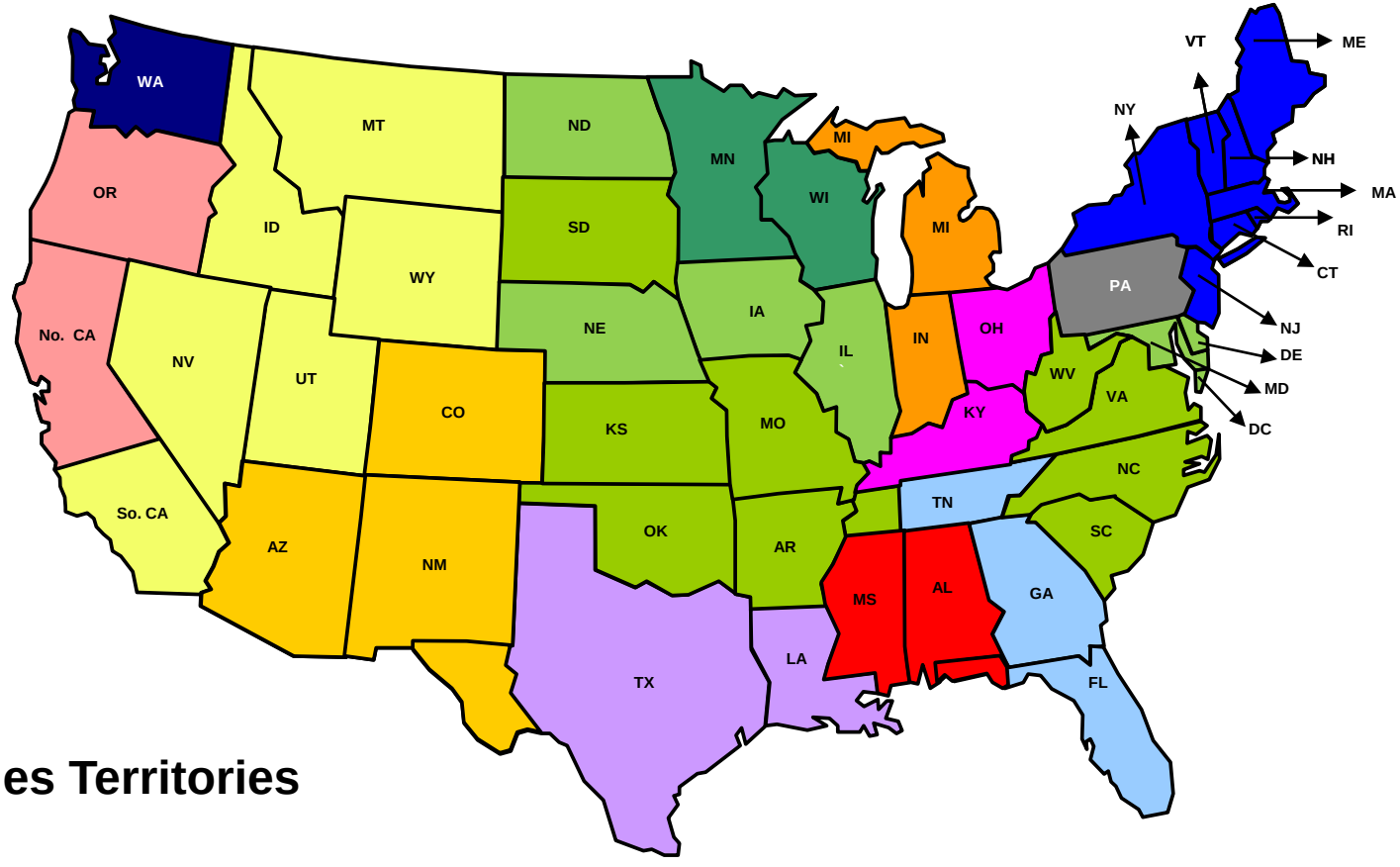
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

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

GameTime®
A PLAYCORE Company

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





GameTime Sales Territories

PA

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

AR KS MO NC OK SC VA WV

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

IA NE ND SD

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

IL

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

DE MD DC

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

FL GA TN

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

CA ID MT NV UT WY

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

MA ME NJ NY CT RI VT NH

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

No. CA OR

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

MN WI

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

MI IN

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

AK WA

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

LA TX

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

AZ CO NM TX

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

AL FL MS

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

KY OH

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

HI

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

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

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

b

Bitting - Bramble Landscapes, LLC. - Bramble, Mark

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

Bitting - Playground Pros (Hartzell, Lowell)

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

c

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

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

Cunningham - Carlson Consulting and Contracting

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

Cunningham - Cedar Creek Run Construction - Stanley, Bill

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

Cunningham - CLS Outdoor Services

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

Cunningham - Custom Park Services

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

Cunningham - Custom Playgrounds

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

Cunningham - D C Install, LLC.

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

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

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

Cunningham - Elanar Construction Company

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

C

Cunningham - Fuertes Systems Landscaping, Inc

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

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

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

Cunningham - Grass roots, Inc.

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

Cunningham - Green-Up Landscape, Inc.

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

Cunningham - Howard's General Contracting

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

Cunningham - IDE Construction (Turner, Michael)

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

Cunningham - Jones & Sons Contracting

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

Cunningham - Kay Jay Construction, Inc.

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

Cunningham - Kenneth Company, The

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

Cunningham - Massanelli Construction, Inc.

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

Cunningham - Monkebar Builders, L.L.C.

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

Cunningham - Moore Recreational Products, Inc.

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

C

Cunningham - Old South Building Corp - Deeds, Rob

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

Cunningham - Ozark Mountain Installations, Inc.

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

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

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

Cunningham - Play Structure Plus

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

Cunningham - Play-N-Scape, Inc.

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

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

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

Cunningham - Reese Construction Company

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

Cunningham - RJR Enterprises, Inc.

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

Cunningham - Robert Kremers Construction

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

Cunningham - Triad Property Services, Inc.

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

Cunningham - Woods Const. Serv.

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

c

Cunningham - Zogg & Associates (Zogg, Brent)

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

Cunningham -Hyde Construction (Hyde, John)

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

d

Dawson, J. A.

P.O. Box 1178
Pelham, AL 35124
Bus: (205) 663-5058
Home: 2017
Mobile: (205) 368-4365
Bus Fax: (205) 663-5012
E-mail: cstruthers@jadawsonco.com

Dominca - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258
Doral, FL 33122
Bus: (561) 433-4709
Home: 2017
Mobile: (561) 818-4819
E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
Sanford, FL 32772

412 Mattie St.
Sanford, FL 32773
Bus: (407) 323-8822
Home: 2018
Mobile: (407) 920-2256
Bus Fax: (407) 323-0999
E-mail: julie@fivestarinstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
Auburn, GA 30011
Bus: (770) 421-5252
Home: 2017
Mobile: (770) 846-2120
E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E
Lawrenceville, GA 30046
Bus: (770) 995-8430 Toll Free 877-995-1100
Home: 2017
Mobile: (678) 234-7489
Bus Fax: (886) 536-5244
E-mail: terry@occ-ga.com
E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213
Fort Myers, FL 33912
Bus: (239) 284-7335
Home: 2018
E-mail: Billy@pelicanplaygroundmaintenance.com

g

Great West Park and Play - C S Construction (Amick, Chris)

13049 Lynn Christi Ave
Bakersfield, CA 93314
Bus: (661) 978-9748
Home: 2017
E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue
Upland, CA 91786
Bus: (909) 949-1601
Home: 2017
Mobile: (909) 215-7439
Bus Fax: (909) 981-9368
E-mail: skammerer@calandscape.com

g

Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
Bus Fax: (714) 871-2801
E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road
Atascadero, Ca. 93422
Bus: (805) 441-2952
Home: 2018
Mobile: (805) 441-2952
E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd
Suite 212
Las Vegas, NV 89118
Bus: (702) 385-4555
Home: 2014
Mobile: (702) 286-7091
E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

8609 Mission Blvd
Riverside, CA 92509
Bus: (951) 332-2218
Home: 2018
Mobile: (951) 337-1757
Bus Fax: (951) 332-2219
E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenanc, Inc. (Newbold, Craig)

1825 N. 1450 W
Lehi, Utah 84043
Bus: (801) 571-9899
Home: 2018
Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

1978 Frazier Avenue
Sparks, Nv. 89431
Bus: (775) 358-3080
Home: 2018
Mobile: (775) 221-0935
Bus Fax: (775) 358-3084
E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
PO Box 97
Wellsville, Ut. 84339
Bus: (800) 453-2735
Home: 2017
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195
Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

1675 No. Shaffer St.
Orange, CA 92867
Bus: (714) 974-4393
Home: 2018
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

g

Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
Bus: (818) 707-3797
Home: 2013
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

1330 N. Melrosed Drive Suite F
Vista, CA 92083
Bus: 17602958645
Home: 2018
Mobile: 17604209689
Bus Fax: 17602958651

Great West Park and Play - PSI

1747 Colgate Drive
Thousand Oaks, CA 91360
Bus: (805) 494-3401
Home: 2018
Mobile: (818) 618-2333
Bus Fax: (805) 494-3343
E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471
Clearfield, Ut 84089
673 W. 1860 N.
Clinton, Ut. 84015
Bus: (801) 718-5367
Home: 2018
Mobile: (801) 718-5367
Bus Fax: (801) 728-3558
E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
Highland, Utah 84043
Bus: (801) 360-1723
Home: 2018
Mobile: (801) 360-7123
Bus Fax: (801) 763-7664
E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

1321 N. Lewis Peak Drive
Ogden, Utah 84401
Bus: (801) 388-6980
Home: 2018
Bus Fax: (801) 393-2745
E-mail: julio_membreno@yahoo.com

Great West Park and Play - Zasueta Contracting, Inc.

PO Box 866
Spring Valley, CA 91976
Bus: (619) 589-0609
Home: 2016
Mobile: (619) 843-4048
Bus Fax: (619) 697-6031
E-mail: azplaygrounds@yahoo.com

Great West Park and Play -Unlimited Engineering Contracting, Inc. (Carter, Kevin)

950 Firestone Circle
Simi Valley, CA 93065
Bus: (805) 587-7514
Home: 2017
Mobile: (818) 652-6922
E-mail: unlimitedengineering101@yahoo.com

i

IPR$ Hawaii Sagum, Danielle

1481 S. King Street
Suite 226
Honolulu, HI 96814
Bus: (808) 952-7788
Home: 2017
Mobile: (808) 679-1113
E-mail: danielle@ipr-hawaii.com

m

Marturano - A & H contracting

33 Eastwood Blvd.
Manalapan, N.J. 07726
Bus: (732) 972-0006
Home: 2015
Mobile: (732) 672-3236
Bus Fax: (732) 972-0555
E-mail: ahcontractinginc@aol.com

m

Marturano - AAH Constuction Corp. (Cinquemani, Led)

21-77 31st Street Suite 107
Astoria, NY 11105
Bus: (718) 267-1300
Home: 2018
Mobile: (917) 709-2021
Bus Fax: (718) 726-1474
E-mail: leoc@aahconstruction.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way
Glen Mills, PA 19342
Bus: (610) 399-3035
Home: 2016
Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - California Playground Builders

1490 Norman Ave.
Santa Clara, Ca. 95054
Bus: (408) 748-1220 or (408) 314-3363
Home: 2013
Mobile: (408) 438-2141
Bus Fax: (408) 748-1128
E-mail: jeff@built2play.com

Marturano - Central Jersey Landscaping, Inc.

523A Chesterfield-Arneytown Road
Chesterfield, N.J. 08515
Bus: (609) 298-2450
Home: 2016
Mobile: (609) 722-2082
Bus Fax: (609) 298-2436
E-mail: Mike_CJL@Verizon.net

Marturano - CMJ Construction, Inc.

40 fenton way
Bangor, ME 04401
Bus: (603) 828-5225
Home: 2018
Mobile: (603) 828-5225
Bus Fax: (207) 942-5776
E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

200 Commercial Street
Vallejo, Ca. 94589
Bus: (415) 892-8100
Home: 2017
Mobile: (415) 559-8883 / 415-725-8923
Bus Fax: (415) 892-3132
E-mail: cwear@commplay.us

Marturano - Currie Grove, LLC

300 Old Reading Pike
Bldg. 1, Suite 102
Stowe, Pa. 19464
Bus: (610) 970-8846
Home: 2017
Mobile: (610) 310-5926
Bus Fax: (610) 970-4719
E-mail: curriegrove@aol.com

Marturano - Dakota Excavating Contractor, Inc.

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place
Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

Marturano - Harris Fence Corp. (Harris, Jim)

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net

m

Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcpherson, Robert)

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com

m

Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net

s

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc.
Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116

1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

s

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton,ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t

Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

w

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

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

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC

EXHIBIT E
PRODUCT WARRANTIES

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

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610

REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UlraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com

A PLAYCORE Company

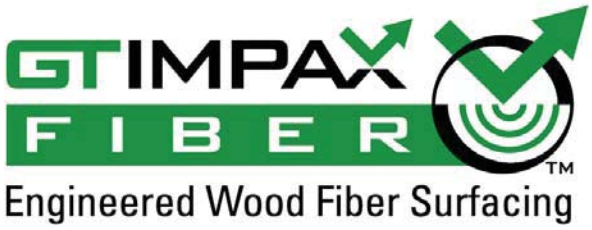
GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- Fifteen-Year limited warranty on rotationally molded products.
- Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Ten-Year limited warranty on pressure-treated pine and redwood products.
- Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated GTShade® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. ***Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***



FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.

2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

GT IMPAX RUBBER™
Recycled Shredded Rubber Surfacing

WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6	**100%**
More than 6, less than 7	**60%**
More than 7, less than 8	**40%**
More than 8, less than 9	**30%**
More than 9, less than 10	**20%**

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.
Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

GT IMPAX POURED™

Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GTIMPAX POURED
Recycled Poured Rubber Surfacing

Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative: Date

Turf
Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf ™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf ™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf ™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf ™ from Gametime or approved equal

Face Weight:
- GT Impax Turf ™ 50 oz/sy
- GT Impax Turf ™ Elite 80 oz/sy

Face Yarn Type: Polyethylene
Yarn Size: 4200/9000
Pile Height:
- GT Impax Turf ™ 1 3/4 inches
- GT Impax Turf ™ Elite 1 3/4 inches

Color: Blend
Construction: Broadloom tufted
Stitch Rate: 8 per 3 inches
Tufting Gauge: 1/4"
Primary Backing: Stabilized woven Polypropylene (double thickness)
Secondary Backing: 20 oz. Urethane or DuraFlo
Total Product Weight:
- GT Impax Turf ™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width" 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf ™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf ™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12" wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth:	4 inch minimum thickness.
Slope:	Stone elevation shall maintain ¼" per foot toward low end.
Porosity:	Base course shall maintain porosity for direct drainage.
Enclosure:	Stone base course must be surrounded by a retaining curb.
Drainage:	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
Tolerances:	¼" in any 10-foot direction and 1/8" in any 3-foot direction.
Stone Selection:	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

Stone Graduation	U.S. Sieve	Percent Passing
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

Depth:	4 inch minimum thickness.
Slope:	Concrete or asphalt shall maintain ¼" per foot.
Tolerance:	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf ™ infill approximately 3 to 4 pounds per square foot.
**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.

Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com

A PLAYCORE COMPANY GameTime
Enriching Childhood Through Play.

LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware again rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.
All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com

ISO 9001 CERTIFIED

ISO 14001:2004 CERTIFIED

IPEMA MEMBER
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

MULTISPORT SCOREBOARD & CONTROLLER
WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage
    a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
    c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
2. Controller Warranty Coverage
    a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
b. Said warranty shall not apply to resulting damage in any of the following cases:
    i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
    ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
    iii. Improper environmental control (storage and/or use) of electronic equipment.
    iv. Power surges, water damage, lightning or other "acts of nature."
    v. Vandalism or acts of terrorism or war.
    vi. Excessive application of electrical power or improper power connection.
    vii. Removal of warning labels and protection devices.
    viii. Installing non-factory replacement parts.
    ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
c. Disclaimer
    i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

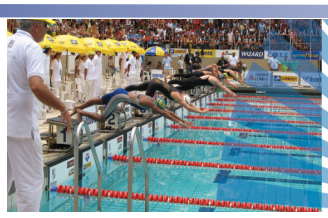
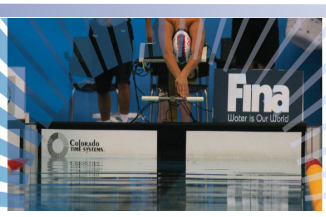
All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16

Colorado TIME SYSTEMS
A PLAYCORE Company

WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.
Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.
Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.

GT GRANDSTANDS™

A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2"x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.

Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.

5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: ***bleachers.net***

NRS™
National Recreation Systems
A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**
Fax **(260)-482-7449**

E-mail: sales@bleachers.net
Online: **www.bleachers.net**

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.
Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™' control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:_____

Purchaser:_____

UltraPlay Invoice Number:_____

_____
Authorized UltraPlay Signature

_____
Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com

IPEMA™ INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION MEMBER

WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)

UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: ShadesureTM fabric warranties cover fabric tops up to 40' in length.
Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.
UltraShade warranties its sewing thread for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.
To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.
No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltaShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

_____
Authorized UltraSite Signature

_____
Title

See UltraSite on the web at www.**ultra-site**.com

Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F
SCOPE OF WORK

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

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 **New Products and Services.**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material**.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 **Installation.**

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management**.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 **Literature and Catalogs.**

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 **Warranty.**

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 **Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 **Material Specifications.**
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 **Additional Requirements.**
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 **Reports.**
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

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

Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024
Submitted by: Jennifer Lampman
From: Finance

Subject:
Update to Policy No. 344 Governing Travel and Meeting Allowances

Financial Impact:
Fiscal Impact: None

Summary:
It is necessary for the City's elected, appointed officials and employees to be well informed regarding current developments in local government. Relevant training, conferences, meetings sponsored by local government associations, professional societies, training specialists, universities and colleges, provide such information. City Officials are encouraged to attend and participate in conferences, meetings, etc., dealing with subject matter appropriate to their respective functions in the City government. Funding for staff development is included in the annual budget for this purpose.

Policy No. 344 was last updated in 2023 and needs minor updating to incorporate requirements of AB1234 that were not included in the last update. Staff presented a draft version of the policy at a study session on October 1, 2024 and was directed by City Council to the bring the policy back for approval without changes.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve the proposed updates to Policy No. 344 governing Travel and Meeting Allowances for city staff and elected officials.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal # 7: Enhance Employee Development, specifically Objective 7.2, Enhance Training and Development Opportunities for Staff.

Discussion:
The City's elected and appointed officials and employees must remain informed and up to date on legislation and industry trends potentially impacting the City as well as advocate for the economic interests of the City whenever possible. To do so, it is often necessary to attend training and conferences at too great a distance from the City of Placentia for an individual to travel to/ from within their regular workday.

The current travel policy, No. 344 was last updated in 2023 and outlines the guidelines city staff and elected officials should follow when traveling on behalf of the City including:

- Who is covered by the policy (Elected and Appointed Officials and all city staff)
- What travel or training related expenses will be reimbursed by the City
- What expenses are unauthorized
- Process for acquiring advanced approval for travel
- Use of U.S. General Services Administration (GSA) per diem and mileage reimbursement rates for the specific travel destination
- Preferred method of payment for travel expenses

Staff is recommending small changes to the existing policy to clarify the process for per diem reimbursement, specifically requirements of AB1234 requiring receipts for all expenses, including meals, for elected officials even when they fall within the per diem.

The City Council reviewed and discussed the proposed changes at a study session on October 1, 2024 and directed staff to bring the final policy back to the City Council for approval without changes.

Fiscal Impact Summary:
There is no fiscal impact for the recommended action.

Attachments
PM'344 Travel & Meeting Allowances-Updated.docx

TRAVEL AND MEETING ALLOWANCES

It is necessary for the City's elected and appointed officials and employees to be well informed regarding current developments in local government. Relevant training, conferences, meetings sponsored by local government associations, professional societies, training specialists, and universities and colleges, provide such information. City Officials are encouraged to attend and participate in conferences, meetings, etc., dealing with subject matter appropriate to their respective functions in the City's government. Funding for training and related travel is included in the annual budget for this purpose.

To facilitate attendance and participation, the City Administrator shall be responsible for reviewing available information on conferences and meetings and recommend, in the annual preliminary budget, those that should be attended by City officials. In turn, said recommendations shall be reviewed and approved by the City Council through the adoption of the annual budget.

This policy establishes procedures to ensure uniform and fair payment of expenses while traveling on City business. The policy applies to all full and part time City staff as well as elected and appointed officials. It is the responsibility of each employee and/or representative of the City of Placentia to be fiscally responsible and consider the financial impact of their choices while attending training and/or traveling on behalf of the city.

GENERAL REQUIREMENTS

These requirements apply to all City-paid travel:

1. *ADVANCE APPROVAL*

Payment for out-of-town travel will be authorized only after advance approval has been given. A standard travel and meeting expense form is to be used by all individuals requesting authorization to travel. The form contains information describing the funds requested, reason for the need to travel, appropriate approvals, and accounting for funds expended following completion of travel. City staff will seek advance approval from their department head and/or City Administrator; the City Administrator shall seek approval from the Mayor; elected officials will seek advance approval from the Mayor, or by vote of the City Council; and the Mayor shall seek advance approval from the City Administrator and/or by vote of the City Council. For elected officials and the Executive Management Team, the Director of Finance shall review all travel requests in advance to confirm compliance with this policy.

2. LODGING

The cost of lodging accommodations for approved conferences, seminars or meetings will be paid directly by the City, either by check or City credit card, or by the employee's personal credit card with reimbursement processed after returning from traveling.

Hotel and motel charges shall be based on single occupancy rates. The City will not pay for or reimburse employees for lodging expenses incurred for additional guests. In instances where conference hotels are filled, the employee should attempt to secure comparable rates at the nearest hotel.

Pre-conference lodging will be allowed for travel requiring extensive travel time and must be identified in the travel request, supported by a copy of the conference schedule and approved by the department head and/or City Administrator. Note: the starting time used for determining the need for pre-conference lodging refers to the starting time for the actual conference, not registration or optional tours or conference sponsored events unless related to professional development and approved by the department head and/or City Administrator in advance.

Lodging will be allowed for travel if the following conditions are met:

• The length of the conference is more than one day, extensive travel time is required, or the distance is more than 100 miles from City Hall or the employee's residence, whichever is more; or

• If the employee's presence is required for activities before or after the regular conference hours.

Lodging will be paid at actual cost but may not exceed the maximum group rate published by the conference or activity sponsor provided that rooms at the group rate are available at the time of booking. If a group rate is not available at a conference hotel, employees shall book lodging at comparable accommodations (similar hotel star rating). When making lodging reservations, employees shall inquire about government/ group rates and local exemptions for transient occupancy taxes (TOT) as some cities exempt travelers from the local tax when traveling on City government business.

3. REGISTRATION

Registration fees for a conference or seminar will be paid directly by the City at actual cost. Early registration is encouraged whenever possible to take advantage of early registration discounts. Official literature indicating the cost of registration and conference/ seminar dates must accompany the travel and meeting request form requesting approval and/or payment as well as the City credit card statement containing the expense.

4. TRANSPORTATION

Transportation will be paid at actual cost, with use of air, train, private car or bus selected on the basis of the most reasonable and appropriate method, taking into consideration distance, time and total costs to the City. Government or group rates shall be used whenever possible. When traveling by air, all flights shall be booked at coach class or an equivalent level. Upon a showing of great need or lack of other airline jet service, the City Administrator may authorize a more expensive fare. Elected Officials and the City

Administrator may book flexible fare flights that allow for flight changes without additional costs, even when flexible fares are more expensive.

Airline tickets shall be paid directly by the City, either by check or City credit card. In some circumstances, an employee may use their personal credit card and submit a reimbursement request. If an employee has been issued a City credit card but chooses to use his or her personal credit card, reimbursement will be made with proper documentation after attendance at the conference, seminar or meeting. If an employee does not have a City issued credit card and uses their personal credit card for the purchase of airline tickets, they may receive payment with proper documentation prior to attendance of the conference. If the airline tickets are not used, it is the employee's responsibility to reimburse the City within five (5) calendar days of notification of cancellation.

When rental vehicles or ride-sharing services are used, the least expensive vehicle practical will be used. In cases where more than one employee is attending the same event, employees will normally be expected to travel together when feasible and share the rental vehicle.

5. PER DIEM

The per diem is a daily allowance that covers the cost of all meals and incidental living expenses after arriving at the destination. Itemization of individual expenses covered by the per diem is not required for City staff. Elected officials must collect and submit receipts for all expenses, including meals covered by the per diem, in compliance with AB1234. The per diem amount shall be the U.S. General Services Administration (GSA) per diem rate for the travel destination and is the same for all employees and elected officials regardless of payment method.

Meal Allowance: For City staff, receipts are not required if you stay within current GSA per diem regulations. Elected officials must collect and submit receipts for all meals, even when covered by per diem, in compliance with AB1234. Receipts are required to substantiate expenses over the current GSA per diem regulation. While discouraged, under special circumstances employees may receive a meal allowance in excess of GSA per diem regulations and will be reimbursed upon recommendation of their department head and approval of the City Administrator. Nothing shall prevent the City Administrator from hosting meals for dignitaries or other parties when it serves a legitimate governmental purpose, provided it is approved in advance by the Mayor or a majority of the City Council. In unusual circumstances where the Mayor's pre-approval cannot be obtained, the City Administrator may still host the event but shall be required to notify the Mayor in writing within twenty-four (24) hours of the meal, its purpose, and its benefits to the City.

In calculating the meal allowance for partial days, the following guidelines should be used:

Departure
If you depart after 9:00 a.m., you may not claim meal expenses for breakfast for that day.
If you depart after 2:30 p.m., you may not claim meal expenses for breakfast and lunch for that day.
If you depart after 8:00 p.m., you may not claim meal expenses for that day.

Return
If you return after 9:00 a.m., you may claim the breakfast allowance.
If you return after 2:30 p.m., you may claim the breakfast and lunch allowances.
If you return after 8:00 p.m., you may claim expenses for the full day.

Regardless of departure/ return time employees may receive the full value of "incidental expenses as determined by the U.S. General Services Administration (GSA) for the location they're traveling to.

Tips/ gratuities will be reimbursed up to 20% of the total receipt amount, excluding tax.

6. MILEAGE – USE OF PERSONAL AUTO

Within a radius of fifty (50) air miles, personal automobile or City vehicle may be used. If personal automobile is used, mileage reimbursement will be made at the current rate set by the Internal Revenue Service (IRS) for actual business mileage traveled. Beyond the fifty (50) air mile radius, personal automobile or City vehicle may be used only with the advance written permission of the City Administrator upon a showing that the interests of the City are best served thereby. Employees may be reimbursed for parking costs and incidental toll charges if it's determined the toll road is the most advantageous route in either cost (mileage) or time-savings. Receipts for parking and toll charges are required for reimbursement. The City will reimburse employees for base toll fare only. Any fines or penalties charged by a toll road agency due to late payments will be the responsibility of the employee.

In cases where more than one employee is attending the same event, employees will normally be expected to travel together when feasible and mileage reimbursement will be for one vehicle only.

This mileage allowance applies to authorized use of an employee's personal vehicle while on duty. Employees receiving monthly auto allowances may not receive mileage reimbursement in addition to the monthly allowance. The City will not reimburse employees for damage to a personal vehicle or maintenance costs resulting from the use of a personal vehicle for City related travel.

If the travel occurs on a workday, and an employee travels directly from their residence to the conference site, an employee shall only be reimbursed up to the total miles between the employee's residence and the conference site, or the employee's work site and the

conference site, whichever is less. On non-workdays, the employee may be reimbursed for the total miles traveled.

7. FAMILY MEMBERS OR GUESTS TRAVEL

The City shall not pay for the travel expenses of family members or guests. If family members or guests accompany an individual on City-paid travel, arrangements must be made for separate billing of family members or guests' travel expenses.

8. SETTLEMENT OF TRAVEL ADVANCES

Within thirty (30) calendar days following completion of City-paid travel, employees must submit a reconciliation of all travel expenses.

9. UNAUTHORIZED EXPENSES

The following items of a personal nature, even if they are incurred in conjunction with expenditures that are subject to reimbursement, are not reimbursable: movies, entertainment, premium television services, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoe shines, travel insurance, purchase of clothing or toiletries, loss of tickets, fines or traffic violations, excess baggage costs, golf related expenses, personal losses incurred while on City business, repairs to personal vehicles, office equipment and other items of a personal nature. Optional tours, banquets or other activities not related towards professional development offered through the conference, but as an additional cost to registration, are solely at the discretion of the employee and will be considered as a personal expense. The department head and/or City Administrator shall determine what constitutes professional development.

- Political or charitable contributions or events unless it is to a 501(c)(6) Business League, Chamber of Commerce are unauthorized expenses.

- A local elected official purchasing meals for third parties, such as constituents, legislators, and private business owners at meetings held to conduct City related business is an unauthorized expense.

The use of a City credit card to pay for unauthorized or personal expenses is not allowed. If unauthorized expenses have been paid by the City, the employee will be responsible for reimbursement to the City within five (5) days. If the unauthorized charge was on a City credit card, the employee shall submit to Finance a check made payable to the City of Placentia.

10. DISCRETION

This policy does not claim to have addressed all contingencies and conditions. Any necessary and reasonable expense that may from time-to-time be justified due to circumstances or opportunities for the City will be honored upon authorization by the department head and approval of the City Administrator. Those expenses will be reimbursed to the employee with adequate documentation and justification.

Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 15, 2024

Submitted by: Jeannette Ortega

From: Community Services

Subject:
Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Library District Special Event Scheduled for Friday, October 25, 2024

Financial Impact:
Fiscal Impact: None

Summary:
The Placentia Library District is planning to host the "Placentia Library Friends Foundation Member Recognition", a special event intended to honor and recognize members of the Placentia Library Friends Foundation ("PLFF"). The event is scheduled to be held on Friday, October 25, 2024 at the Placentia Civic Center Courtyard.

This action approves a resolution which temporarily suspends § 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event, which will serve beer and wine.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-69, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event scheduled for Friday, October 25, 2024.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The "Placentia Library Friends Foundation Member Recognition" is a special event intended to honor and recognize the members of the Placentia Library Friends Foundation ("PLFF"). The event is scheduled from 6:30 p.m. to 9:00 p.m. on Friday, October 25, 2024. The Placentia Library staff will host and facilitate the event, with an estimated fifty (50) people in attendance. The Placentia Library staff plans to serve desserts, beer and wine at the event.

The purpose of PLFF is to assist the Placentia Public Library through enhancing its programs, raising funds for operating capital and endowment, managing the endowment for the benefit of the library, promoting volunteer programs, and providing educational and cultural opportunities for its membership and library users.

The Placentia Library District requests a waiver of the “No Alcohol” policy in order to facilitate this special event. The attached resolution temporarily suspends Section 10.28.010 of the Placentia Municipal Code to facilitate the event.

Fiscal Impact Summary:
There is no fiscal impact associated with this agenda item.

Attachments
2024-10-09 PLD Letter of Request.pdf
Resolution_Placentia_Library_District_special_event.docx

1919-2019 placentia LIBRARY DISTRICT
Inspiration, Innovation and Imagination

October 9, 2024

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

Dear Council,

On behalf of the Placentia Library Friends Foundation (PLFF), the Placentia Library District is requesting a waiver of the "no alcohol" policy for the upcoming PLFF Member Recognition Event to be held at the Placentia Library District and the Civic Center, 401 E Chapman Ave, Placentia. At this event we would like to serve wine and beer along with food. The wine will be served by a PLFF Board member.

The PLFF Member Recognition Event is a special appreciation event for all members. It is an opportunity to meet fellow library enthusiasts, learn more about the Friends Foundation group, and discover how they can help support the library's mission.

This event will be held on Friday, October 25, 2024 from 6:30-9:00p.m.

Thank you for your support of the Placentia Library District. We look forward to your approval.

Sincerely,

Jeanette Contreras, Library Director
Placentia Library District

BOARD OF TRUSTEES

Gayle Carline
President

Sherri Dahl
Secretary

Voiza Arnold, Ph.D.
Trustee

Stephanie Beverage
Trustee

Scott Nelson
Trustee

Jeanette Contreras, M.L.S.
Library Director

PLACENTIA LIBRARY DISTRICT
411 E. Chapman Ave.
Placentia, CA 92870
Phone: 714-528-1925
administration@placentialibrary.org
www.placentialibrary.org

RESOLUTION NO. R-2024-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 OF THE PLACENTIA MUNICIPAL CODE TO FACILITATE THE PLACENTIA LIBRARY DISTRICT SPECIAL EVENT SCHEDULED FOR OCTOBER 25, 2024

A. Recitals.

(i). The City of Placentia adopted Ordinance No.0-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension; and

(ii). The City Council finds that certain events of public interest may benefit the City, including recognition of historical landmarks and community volunteers, by generating favorable publicity, and by enhancing a marketable image for the City.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby declare that:

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

2. The City temporarily suspends Placentia Municipal Code § 10.28.010 relative to the controlled use of alcohol in a public place during the Placentia Library District special event at the Placentia Civic Center Courtyard on Friday, October 25, 2024 from 6:30 p.m. to 9:00 p.m.

3. The specified section of the Placentia Municipal Code (Section 10.28.010) shall remain in full force and effect throughout the remainder of the City.

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

APPROVED and ADOPTED this 15th day of October, 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 Resolution No. was adopted at a regular meeting of the City Council held on the 15th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
MCFADDEN PARK

THIS AGREEMENT (herein "Agreement") is made and entered into this 15th day of October, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PLAYCORE WISCONSIN INC. D/B/A GAMETIME (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the construction of McFadden Park playground equipment including construction of improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean PlayCore Wisconsin Inc. d/b/a GameTime a (Wisconsin Corporation, Partnership, Individual) located at 150 PlayCore Drive SE Fort Payne AL 35967.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements and the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

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

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

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

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

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

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

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

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

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

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

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

extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Hundred Ninety-Six Thousand Eight Hundred and Seventy-Four Dollars and Five Cents ($496,874.05) (herein “Contract Sum”), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than June 30, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Clint Whiteside

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

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

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor’s (or its agents’, employees’, subcontractors’, or invitees’) negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers, any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *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 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City’s failure to deduct or withhold shall not affect Contractor’s obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870
Attn.: Damien R. Arrula

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

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall

not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

Clint Whiteside
_____ Date: 10/9/2024
Signature

Name and Title
Name and Title

Social Security or Taxpayer ID Number
Social Security or Taxpayer ID Number

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Jeannette Ortega, Acting Community Services Director

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

_____
Principal

By_____

_____
Title

(Corporate Seal)

_____
Principal

By_____

_____
Title

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

(Use of City Form is Required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

_____

_____

_____

Business Address:

_____

_____

_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

(Use of City Form is Required)

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes__ No___ Telephone ( ) _____

CORPORATION:_____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION:_____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE:_____

SOLE PROPRIETOR:_____

A PARTNERSHIP:_____

OTHER: _____ (Explain)

Signature/Title: _____ Date:_____

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

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

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

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

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

Guarantor Date:_____

Contractor:_____ By:_____

Title:_____

CITY OF PLACENTIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20___ ("Agreement"), whereby Principal agreed to provide construction services including _____ _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any Federal or State laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to

obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)	(Seal)
SURETY	PRINCIPAL
By _____	By X_____
_____	X_____
_____	_____
_____	_____
ADDRESS	ADDRESS

APPROVED:

_____
CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

a. That all statements of fact in such bid or proposal are true.

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

c. That such bid or proposal is genuine and not collusive or sham.

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

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

On_____at_____California.

Firm_____ _____
(Signature)

Street_____ _____
(Print Name & Title)

City_____State_____Zip_____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS