



Regular Meeting Agenda

October 18, 2016

Placentia City Council

Placentia City Council as Successor to the Placentia

Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Jeremy B. Yamaguchi
Mayor

Craig S. Green
Mayor Pro Tem

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

Phone: (714) 993-8117

Fax: (714) 961-0283

Email:
administration@placentia.org

Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
October 18, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: APN: 346-241-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Flood Control District & Mercy Housing California
Under Negotiation: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
October 18, 2016
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Ciro Beltran

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. **Presentation- Jupiter Company Monetary Donation to the Cathy Torrez Learning Center**
Recipients: Mayor Yamaguchi and Community Services Coordinator Felipe Zambrano
Presenters: Cathy Torrez Family
- b. **Proclamation Declaring October 23-31 as Red Ribbon Week**
Recipients: Placentia Police Department
Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

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

1.b. **City Fiscal Year 2016-17 Register for October 18, 2016**

Check Register

Fiscal Impact: \$1,053,728.30

Electronic Disbursement Register

Fiscal Impact: \$455,156.28

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.c. **Approval of Plans and Specifications and Award of Construction Contract for the Chapman Avenue Street Resurfacing Project- Project No. 2016-35**

Fiscal Impact: \$196,450.56

\$200,000.00 OCTA Cooperative Agreement

No General Fund dollars will be used on this project

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by the Contract City Engineer; and
- 2) Award a construction contract to All American Asphalt Inc., for construction of the Chapman Avenue Resurfacing Project in the amount of \$160,227.78; and
- 3) Reject all other bids received and authorize the return of the bid bonds; and
- 4) Authorize the City Administrator to approve contract change orders up to 10% of the Public Works Agreement amount of \$16,022.78, for a total construction contract not-to-exceed amount of \$176,250.56; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.d. **Approval of Plans and Specifications and Award of Contract for the Backs Community Center ADA (Americans with Disability Act) Improvement Project No. 2016-18**

Fiscal Impact: Expense: \$269,350

Revenue: \$104,350 Community Development Block Grant Funds

\$165,000 Park In-Lieu Funds

No General Fund dollars will be used on this project

Recommended Action: It is recommended that the City Council:

- 1) Approve the plans and specifications prepared by BOA Architecture; and
- 2) Award a construction contract to St. George Groupe, Inc., for construction of the Backs Community Center ADA Improvement Project in the amount of \$194,450; and
- 3) Reject all other bids received and authorize the return of the bid bonds; and
- 4) Authorize the City Administrator to approve contract change orders up to \$4,190, for a total construction contract not-to-exceed amount of \$198,640; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 6) Adopt Resolution No. R-2016-55, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$115,000.00 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Payment to Orange County Transportation Authority in the Amount of \$1,552,000 to Fulfill an Obligation Related to Cooperative Agreements C-9-0864 and C-9-0412 ("Payment") and Documentation of Said Payment Via An Interagency Short-Term Loan from the Sewer Maintenance Fund to the General Fund**

Fiscal Impact: Sewer Maintenance Fund Balance Transfer: \$1,552,000
General Fund Revenue: \$1,552,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2016-56, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 2) Approve Resolution No. R-2016-57, A Resolution of the City Council of the City of Placentia, California, Authorizing the Execution of a Loan and Repayment Agreement Between the City's Sewer Maintenance Fund and the City of Placentia General Fund; and
- 3) Approve the Short-Term Loan and Repayment Agreement and the Purchase Money Promissory Note between the City of Placentia Sewer Maintenance Fund and the City of Placentia General Fund and authorize the City Administrator to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to November 1, 2016 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Participation in the California First and YGreene PACE Financing Programs
- Purchase of Dual Waste and Recycling Receptacles
- Cooperative Agreement with OCTA for the Measure M2 Project V Community Based Transit/Circulators Funding Program

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the October 18, 2016 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on October 13, 2016.

Rosanna Ramirez, Chief Deputy City Clerk

City of Placentia
Check Register
 For 10/18/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,053,728.30

Check Totals by ID

AP	1,053,728.30
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	795,547.61
208-Sccssr Agency Ret Oblg (0054)	135.00
211-PEG Fund (0058)	4,466.50
265-Landscape Maintenance (0029)	35,866.57
275-Sewer Maintenance (0048)	717.64
401-City Capital Projects (0033)	13,403.52
501-Refuse Administration (0037)	180.90
601-Employee Health & Wlfre (0039)	155,952.65
605-Risk Management (0040)	33,033.65
701-Special Deposits (0044)	14,424.26

Void Total: 0.00
 Check Total: 1,053,728.30

Check Total: 1,053,728.30

1.b.
 October 18, 2016

: Teri Knutson
 : AP1400M <3.00>: AP: Warrant List - Machine



10/13/2016 :Date
 07:47:58 :Time

**City of Placentia
Check Register
For 10/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	10-8 RETROFIT INC V009746	OUTFIT PD VEHICLE	103658-6842 Vehicles	AP092816	9,995.54 12789		00092255	09/29/2016
					Check Total:	9,995.54		
MW OH	ADMINSURE V004980	AUG WORKERS' COMP ADMIN SVS	404580-6025 Third Party Administration	AP092916	3,526.38 9627		00092256	09/29/2016
					Check Total:	3,526.38		
MW OH	AFFORDABLE WATER V010166	BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP092916	51.00 B16-0099		00092257	09/29/2016
MW OH	AFFORDABLE WATER V010166	BLDG PERMIT REFUND	100000-4303 Technology Fee	AP092916	3.32 B16-0099		00092257	09/29/2016
MW OH	AFFORDABLE WATER V010166	BLDG PERMIT REFUND	100000-2049 Health & Safety Collection	AP092916	5.00 B16-0099		00092257	09/29/2016
MW OH	AFFORDABLE WATER V010166	BLDG PERMIT REFUND	100000-4302 General Plan Update Fee	AP092916	4.30 B16-0099		00092257	09/29/2016
					Check Total:	63.62		
MW OH	ALBERT GROVER & V007111	Construction Services	333552-6185 / 6112040019-6185 Construction Services	AP092916	0.00 16385-IN		00092258	09/29/2016
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC ENGINEERING SVS	333552-6185 / 6112040019-6185 Construction Services	AP092916	1,028.56 16385-IN		00092258	09/29/2016
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC ENGINEERING SVS	333552-6185 / 61056-6185 Construction Services	AP092916	1,028.56 16385-IN		00092258	09/29/2016
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	333552-6185 / 61059-6185 Construction Services	AP092916	771.42 16440-IN		00092258	09/29/2016
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	333552-6185 / 61056-6185 Construction Services	AP092916	1,414.27 16440-IN		00092258	09/29/2016
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	333552-6185 / 6112040019-6185 Construction Services	AP092916	385.71 16440-IN		00092258	09/29/2016
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP092916	5,142.80 16385-IN	P10928	00092258	09/29/2016
MW OH	ALBERT GROVER &	AUG TRAFFIC ENGINEERING SVS	103550-6015	AP092916	6,814.21 16440-IN	P10928	00092258	09/29/2016

User: Teri Knutson

Report: AP1400M <3.00>: AP: Warrant List - Machine

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10/13/2016 :Date

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**City of Placentia
Check Register
For 10/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007111		Engineering Services						
				Check Total:	16,585.53				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP092916	291.87	531872123		00092259	09/29/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP092916	252.91	531872124		00092259	09/29/2016
				Check Total:	544.78				
MW OH	BANK OF AMERICA V008179	AUG S.A. BANK FEES	547525-6099 Professional Services	AP092916	135.00	0012371658		00092260	09/29/2016
				Check Total:	135.00				
MW OH	BREA TROPHY AND V004181	BAND REVIEW TROPHIES	0044-2067 / 79392-2067 Heritage Committee	AP092916	4,226.58	4868		00092261	09/29/2016
MW OH	BREA TROPHY AND V004181	PARADE RIBBONS	0044-2067 / 79392-2067 Heritage Committee	AP092916	1,395.47	4877		00092261	09/29/2016
				Check Total:	5,622.05				
MW OH	CALIFORNIA DENTAL V008102	OCT DENTAL INSURANCE PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	AP092916	609.96	OCT 16		00092262	09/29/2016
MW OH	CALIFORNIA DENTAL V008102	OCT DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	AP092916	203.30	OCT 16		00092262	09/29/2016
				Check Total:	813.26				
MW OH	CALIFORNIA PUBLIC V006234	OCT MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	AP092916	131,141.25	10000001483408		00092263	09/29/2016
MW OH	CALIFORNIA PUBLIC V006234	OCT MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	AP092916	13,418.67	10000001483408		00092263	09/29/2016
				Check Total:	144,559.92				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP092916	302.10	71244228		00092264	09/29/2016
				Check Total:	302.10				
MW OH	CBE	SEPT COPIER OVERAGES	109595-6175	AP092916	60.54	IN1820060		00092265	09/29/2016

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Report: AP1400M <3.00>; AP: Warrant List - Machine

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10/13/2016 :Date

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**City of Placentia
Check Register
For 10/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008124		Office Equipment Rental						
				Check Total:	60.54				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6290 Dept. Contract Services	AP092916	410.51	28936		00092266	09/29/2016
				Check Total:	410.51				
MW OH	CLEAR CHOICE LIEN SALES SEPT V005847	CSUF PD LIEN SERVICES	103047-6182 Lien Services	AP092916	12.50	192A	P10911	00092267	09/29/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT V005847	LIEN SERVICES	103047-6182 Lien Services	AP092916	75.00	192B	P10911	00092267	09/29/2016
				Check Total:	87.50				
MW OH	COUNTRY CARE PET RESORK9 V004422	BOARDING - HABO	103041-6301 Special Department Supplies	AP092916	130.50	091216		00092268	09/29/2016
				Check Total:	130.50				
MW OH	CSULB FOUNDATION V003930	ADV FIELD EVIDENCE REG	103043-6250 Staff Training	AP092916	310.00	092516		00092269	09/29/2016
				Check Total:	310.00				
MW OH	DATA TICKET INC. V006119	JULY CODE CITATION PROCESSING	103046-6290 Dept. Contract Services	AP092916	1,298.00	72694	P10878	00092270	09/29/2016
				Check Total:	1,298.00				
MW OH	DATAQUICK V000297	AUG PROPERTY DATA COLLECTION	101523-6136 Software Maintenance	AP092916	130.50	B1-2575770		00092271	09/29/2016
				Check Total:	130.50				
MW OH	DENNIS AND DEBORAH V007072	OCT-DEC 166 LA JOLLA LEASE PMT	103043-6160 Facility Rental	AP092916	16,720.50	100116	P10870	00092272	09/29/2016
				Check Total:	16,720.50				
MW OH	DFS FLOORING INC V000099	SEPT CITY HALL CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP092916	665.00	305857-10		00092273	09/29/2016
MW OH	DFS FLOORING INC V000099	SEPT CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP092916	365.00	306283-1		00092273	09/29/2016

**City of Placentia
Check Register
For 10/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	1,030.00				
MW OH	EMPIRE MEDIA V005067	SEPT MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP092916	4,466.50	PL-16-009	P10887	00092274	09/29/2016
				Check Total:	4,466.50				
MW OH	ENTERPRISE FLEET V003312	SEPT PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP092916	3,510.10	FBN3090093	P10881	00092275	09/29/2016
				Check Total:	3,510.10				
MW OH	EVERBANK COMMERCIAL V009592	SEPT PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP092916	2,204.03	3986173	P10861	00092276	09/29/2016
				Check Total:	2,204.03				
MW OH	HIGGINS, JOE V003026	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092277	09/29/2016
				Check Total:	150.00				
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 9/10 PD 9/15	0010-2170 Deferred Comp Payable - ICMA	AP092916	1,081.00	91516J		00092278	09/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 9/10 PD 9/15	0029-2170 Deferred Comp Payable - ICMA	AP092916	40.00	91516J		00092278	09/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 9/10 PD 9/15	0048-2170 Deferred Comp Payable - ICMA	AP092916	40.00	91516J		00092278	09/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 9/24 PD 9/30	0029-2170 Deferred Comp Payable - ICMA	AP092916	40.00	92816J		00092278	09/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 9/24 PD 9/30	0048-2170 Deferred Comp Payable - ICMA	AP092916	40.00	92816J		00092278	09/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 9/24 PD 9/30	0010-2170 Deferred Comp Payable - ICMA	AP092916	1,081.00	92816J		00092278	09/29/2016
				Check Total:	2,322.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP092916	51.61	2713067-02		00092279	09/29/2016
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6301	AP092916	929.69	2726428-00		00092279	09/29/2016

**City of Placentia
Check Register
For 10/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006506		Special Department Supplies						
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP092916	186.38	2730237-00		00092279	09/29/2016
MW OH	IMPERIAL SPRINKLER V006506	BATTERIES	103655-6301 Special Department Supplies	AP092916	19.92	2733195-00		00092279	09/29/2016
				Check Total:	1,187.60				
MW OH	JOHN L HUNTER & V009056	JULY NPDES CONSULTING SVS	103550-6015 Engineering Services	AP092916	2,056.25	PLANP0716	P10901	00092280	09/29/2016
				Check Total:	2,056.25				
MW OH	KOURA, KEVIN V009977	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092281	09/29/2016
				Check Total:	150.00				
MW OH	LUNA, JUAN V003288	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092282	09/29/2016
				Check Total:	150.00				
MW OH	MACIAS, JOEL V005072	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092283	09/29/2016
				Check Total:	150.00				
MW OH	MANAGED HEALTH V008122	OCT EAP SERVICES	395083-5161 Health Insurance Premiums	AP092916	308.20	3200083512		00092284	09/29/2016
				Check Total:	308.20				
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINT	103658-6290 Dept. Contract Services	AP092916	747.58	82298		00092285	09/29/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINT	103658-6290 Dept. Contract Services	AP092916	525.10	82422		00092285	09/29/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINT	103658-6290 Dept. Contract Services	AP092916	278.37	82481		00092285	09/29/2016
				Check Total:	1,551.05				
MW OH	MARTINEZ, ROSALINA	CLASS REFUND	100000-4340 / 79348-4340	AP092916	55.00	2001315.002		00092286	09/29/2016

**City of Placentia
Check Register
For 10/13/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010165		Recreation Programs						
				Check Total:	55.00				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP092916	14.80	256742/5		00092287	09/29/2016
				Check Total:	14.80				
MW OH	MIDAMERICA V008972	2015 3RD QTR 401A PROCESSING	395083-6025 Third Party Administration	AP092916	120.00	5685		00092288	09/29/2016
MW OH	MIDAMERICA V008972	2ND QTR 401A PROCESSING FEES	395083-6025 Third Party Administration	AP092916	160.00	6506		00092288	09/29/2016
				Check Total:	280.00				
MW OH	NAJERA, JOSEPH V002657	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092289	09/29/2016
				Check Total:	150.00				
MW OH	NIEVES, MIGUEL V002675	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092290	09/29/2016
				Check Total:	150.00				
MW OH	NUNGARAY, SAUL V007090	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092291	09/29/2016
				Check Total:	150.00				
MW OH	NUVIS V010153	ARCHITECTURAL SVS - TOD SIM	332531-6017 / 61086-6017 Special Studies	AP092916	5,000.00	20854	P10930	00092292	09/29/2016
				Check Total:	5,000.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP092916	146.48	57654		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP092916	215.95	57785		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP092916	457.24	57859		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	101513-6315	AP092916	3.22	57861		00092293	09/29/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP092916	215.95	57906		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP092916	23.49	57917		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP092916	86.38	B57654-1		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP092916	19.43	B57859-1		00092293	09/29/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP092916	26.74	B57917-1		00092293	09/29/2016
Check Total:					1,194.88				
MW OH	PASCARELLA, RICHARD V002546	IACP CONF - MEALS, MILEAGE	103040-6245 Meetings & Conferences	AP092916	180.00	092716		00092294	09/29/2016
Check Total:					180.00				
MW OH	PAULSON, DAVID V010163	TREE MAINT REFUND	0044-2039 Tree Trimming Deposits	AP092916	357.60	092616		00092295	09/29/2016
Check Total:					357.60				
MW OH	PEREZ, FELIPE V010057	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092296	09/29/2016
Check Total:					150.00				
MW OH	PERMIT MANAGEMENT V009865	9/21,22 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	AP092916	742.50	PL16-028	P10891	00092297	09/29/2016
Check Total:					742.50				
MW OH	PLACENTIA 120 LLC V010164	AUG CITY CAR WASHES	103658-6134 Vehicle Repair & Maintenance	AP092916	66.95	120C01		00092298	09/29/2016
MW OH	PLACENTIA 120 LLC V010164	AUG PD CAR WASHES	103658-6134 Vehicle Repair & Maintenance	AP092916	879.38	120C01		00092298	09/29/2016
Check Total:					946.33				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	AP092916	126.23	124128623000-00		00092299	09/29/2016
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP092916	69.83	124128623000-00		00092299	09/29/2016
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP092916	402.45	124128623000-00		00092299	09/29/2016
Check Total:					598.51				
MW OH	PRINCIPAL LIFE V008141	OCT DENTAL INSURANCE PREMIUMS	95000-4720 ISF Dental Ins Reimbursement	AP092916	705.60	OCT2016		00092300	09/29/2016
MW OH	PRINCIPAL LIFE V008141	OCT DENTAL INSURANCE PREMIUMS	95083-5162 Dental Insurance Premiums	AP092916	689.92	OCT2016		00092300	09/29/2016
Check Total:					1,395.52				
MW OH	RODRIGUEZ, EDWARD V003419	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092301	09/29/2016
Check Total:					150.00				
MW OH	RUBALCAVA, OSBALDO V002646	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092302	09/29/2016
Check Total:					150.00				
MW OH	RUIZ, ARNIE V002667	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092303	09/29/2016
Check Total:					150.00				
MW OH	RUIZ, JOEY V003489	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00	092816		00092304	09/29/2016
Check Total:					150.00				
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	AP092916	28.05	5610021956	P10905	00092305	09/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP092916	161.12	5610021956	P10905	00092305	09/29/2016
MW OH	SIEMENS INDUSTRY INC	AUG ROUTINE SIGNAL MAINT	0010-1224	AP092916	176.80	5610021956	P10905	00092305	09/29/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008785		AR/City of Fullerton						
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	103652-6099 Professional Services	AP092916	4,106.53	5610021956	P10905	00092305	09/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP092916	127.50	5610021956	P10905	00092305	09/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	AUG EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP092916	101.00	5620013765	P10906	00092305	09/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	AUG EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP092916	4,936.07	5620013765	P10906	00092305	09/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	AUG EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP092916	123.90	5620013765	P10906	00092305	09/29/2016
Check Total:					9,760.97				
MW OH	SILVER & WRIGHT LLP V009853	AUG LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	AP092916	671.58	21272		00092306	09/29/2016
Check Total:					671.58				
MW OH	SOUTHERN CALIFORNIA V000910	JULY-SEPT ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	AP092916	449.35	092316		00092307	09/29/2016
MW OH	SOUTHERN CALIFORNIA V000910	JULY-SEPT ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	AP092916	112.39	092316		00092307	09/29/2016
MW OH	SOUTHERN CALIFORNIA V000910	JULY-SEPT ELECTRICAL CHARGES	296561-6330 Electricity	AP092916	1,193.61	092316		00092307	09/29/2016
MW OH	SOUTHERN CALIFORNIA V000910	JULY-SEPT ELECTRICAL CHARGES	109595-6330 Electricity	AP092916	9,043.13	092316		00092307	09/29/2016
Check Total:					10,798.48				
MW OH	SUNGARD PUBLIC SECTOR V005987	OCT OS-ASP SERVICES	101523-6136 Software Maintenance	AP092916	6,258.58	125827	P10858	00092308	09/29/2016
Check Total:					6,258.58				
MW OH	THE KARAGINES FAMILY V007073	OCT-DEC LEASE PAYMENT	103043-6160 Facility Rental	AP092916	16,720.50	100116	P10869	00092309	09/29/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	16,720.50			
MW OH	THE PUN GROUP LLP V010156	FINANCIAL AUDITING SERVICES	102020-6010 Accounting & Auditing Service	AP092916	15,625.00 1600253	P10933	00092310	09/29/2016
				Check Total:	15,625.00			
MW OH	TIME WARNER CABLE V004450	9/22-10/21 10MB/FIBER CHARGES	109595-6215 Telephone	AP092916	1,230.95 47700 OCT 16		00092311	09/29/2016
MW OH	TIME WARNER CABLE V004450	9/22-10/21 CABLE CHARGES	109595-6215 Telephone	AP092916	313.62 52862 OCT 16		00092311	09/29/2016
MW OH	TIME WARNER CABLE V004450	9/22-10/21 PW YARD CABLE FEES	109595-6215 Telephone	AP092916	211.69 71383 OCT 16		00092311	09/29/2016
				Check Total:	1,756.26			
MW OH	TORRES, CAROLINA V009169	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP092916	54.24 092416		00092312	09/29/2016
				Check Total:	54.24			
MW OH	TOVAR, MANUEL V003703	BOOT REIMBURSEMENT	103650-6360 Uniforms	AP092916	150.00 092816		00092313	09/29/2016
				Check Total:	150.00			
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 9/24 PD 9/30	0010-2126 Employee PARS/ARS W/H	AP092916	1,203.76 92816K		00092314	09/29/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 9/24 PD 9/30	0010-2131 Employer PARS/ARS Payable	AP092916	1,203.76 92816K		00092314	09/29/2016
				Check Total:	2,407.52			
MW OH	WAXIE SANITARY SUPPLY V001132	VACUUM	103654-6350 Small Tools/Equipment	AP092916	472.96 76234784		00092315	09/29/2016
MW OH	WAXIE SANITARY SUPPLY V001132	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP092916	96.12 76236250		00092315	09/29/2016
				Check Total:	569.08			
MW OH	WELLS FARGO VENOR FIN V010076	NOV COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP092916	259.22 65492719		00092316	09/29/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	259.22				
MW OH	WEST COAST ARBORISTS INC V001124	16-31 STREET TREE MAINT	103652-6116 Tree Maintenance	AP092916	25,220.00	118510	P10893	00092317	09/29/2016
				Check Total:	25,220.00				
MW OH	WEX BANK V007269	JULY-AUG PD GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP092916	818.24	46611291		00092318	09/29/2016
				Check Total:	818.24				
MW OH	WHITE, CORINNE V010160	CLASS REFUND	100000-4340 Recreation Programs	AP092916	55.00	2001317.002		00092319	09/29/2016
				Check Total:	55.00				
MW OH	YORBA LINDA WATER V001148	JULY-AUG WATER CHARGES	109595-6335 Water	AP092916	1,786.14	090516		00092320	09/29/2016
				Check Total:	1,786.14				
MW OH	CALIFORNIA STATE V004813	P/E 9/24/16 PD DATE 9/30/16	0010-2196 Garnishments W/H	PY16020	941.53	2700/1601020		00092321	10/03/2016
MW OH	CALIFORNIA STATE V004813	P/E 9/24/16 PD DATE 9/30/16	0037-2196 Garnishments W/H	PY16020	46.15	2700/1601020		00092321	10/03/2016
MW OH	CALIFORNIA STATE V004813	P/E 9/24/16 PD DATE 9/30/16	0029-2196 Garnishments W/H	PY16020	22.50	2700/1601020		00092321	10/03/2016
MW OH	CALIFORNIA STATE V004813	P/E 9/24/16 PD DATE 9/30/16	0048-2196 Garnishments W/H	PY16020	137.88	2700/1601020		00092321	10/03/2016
				Check Total:	1,148.06				
MW OH	FRANCHISE TAX BOARD V000404	P/E 9/24/16 PD DATE 9/30/16	0010-2196 Garnishments W/H	PY16020	48.00	2710/1601020		00092322	10/03/2016
MW OH	FRANCHISE TAX BOARD V000404	P/E 9/24/16 PD DATE 9/30/16	0048-2196 Garnishments W/H	PY16020	6.00	2710/1601020		00092322	10/03/2016
MW OH	FRANCHISE TAX BOARD V000404	P/E 9/24/16 PD DATE 9/30/16	0029-2196 Garnishments W/H	PY16020	6.00	2710/1601020		00092322	10/03/2016
				Check Total:	60.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY V000699	P/E 9/24/16 PD DATE 9/30/16	0010-2176 PCEA/OCEA Assoc Dues	PY16020	292.94	2610/1601020		00092323	10/03/2016
MW OH	ORANGE COUNTY V000699	P/E 9/24/16 PD DATE 9/30/16	0029-2176 PCEA/OCEA Assoc Dues	PY16020	7.69	2610/1601020		00092323	10/03/2016
MW OH	ORANGE COUNTY V000699	P/E 9/24/16 PD DATE 9/30/16	0037-2176 PCEA/OCEA Assoc Dues	PY16020	0.96	2610/1601020		00092323	10/03/2016
MW OH	ORANGE COUNTY V000699	P/E 9/24/16 PD DATE 9/30/16	0048-2176 PCEA/OCEA Assoc Dues	PY16020	25.49	2610/1601020		00092323	10/03/2016
Check Total:					327.08				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/24/16 PD DATE 9/30/16	0010-2176 PCEA/OCEA Assoc Dues	PY16020	30.45	2615/1601020		00092324	10/03/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/24/16 PD DATE 9/30/16	0037-2176 PCEA/OCEA Assoc Dues	PY16020	0.10	2615/1601020		00092324	10/03/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/24/16 PD DATE 9/30/16	0029-2176 PCEA/OCEA Assoc Dues	PY16020	0.80	2615/1601020		00092324	10/03/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/24/16 PD DATE 9/30/16	0048-2176 PCEA/OCEA Assoc Dues	PY16020	2.65	2615/1601020		00092324	10/03/2016
Check Total:					34.00				
MW OH	PLACENTIA POLICE V000839	P/E 9/24/16 PD DATE 9/30/16	0010-2180 Police Mgmt Assn Dues	PY16020	942.52	2625/1601020		00092325	10/03/2016
Check Total:					942.52				
MW OH	PLACENTIA POLICE V003519	P/E 9/24/16 PD DATE 9/30/16	0010-2178 Placentia Police Assoc Dues	PY16020	2,990.17	2620/1601020		00092326	10/03/2016
Check Total:					2,990.17				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 9/24/16 PD DATE 9/30/16	0029-2170 Deferred Comp Payable - ICMA	PY16020	19.35	2606/1601020		00092327	10/03/2016
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 9/24/16 PD DATE 9/30/16	0048-2170 Deferred Comp Payable - ICMA	PY16020	64.40	2606/1601020		00092327	10/03/2016
MW OH	VANTAGEPOINT TRANSFER	P/E 9/24/16 PD DATE 9/30/16	0010-2170	PY16020	2,023.92	2606/1601020		00092327	10/03/2016

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	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER P/E 9/24/16 PD DATE 9/30/16 V007191		0037-2170 Deferred Comp Payable - ICMA	PY16020	17.06	2606/1601020		00092327	10/03/2016
				Check Total:	2,124.73				
MW OH	ALBERT GROVER & V007111	TOD TRAFFIC IMPACT STUDY	332531-6017 / 61086-6017 Special Studies	AP100516	3,775.00	16280-IN		00092328	10/06/2016
				Check Total:	3,775.00				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	109595-6999 Other Expenditure	AP100516	1,749.60	7802		00092329	10/06/2016
				Check Total:	1,749.60				
MW OH	ANTHEM LIFE INSURANCE V000046	OCT LIFE INSURANCE PREMIUM	103040-5110 Life Ins Allocation	AP100516	5.00	100116		00092330	10/06/2016
				Check Total:	5.00				
MW OH	AWARDS BY PAUL V006055	HERITAGE CAR SHOW AWARDS	0044-2067 / 79392-2067 Heritage Committee	AP100516	941.22	37357		00092331	10/06/2016
				Check Total:	941.22				
MW OH	BREWER, RANDY V010169	HERITAGE FOOD VENDOR REFUND	0044-2067 / 79392-2067 Heritage Committee	AP100516	140.00	092816		00092332	10/06/2016
				Check Total:	140.00				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP100516	299.89	71250506		00092333	10/06/2016
				Check Total:	299.89				
MW OH	CAPLAN, SAMANTHA V009880	BOOT ALLOWANCE	103043-6360 Uniforms	AP100516	150.00	091816		00092334	10/06/2016
				Check Total:	150.00				
MW OH	CARDENAS, JOEL V002648	OCT MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092335	10/06/2016
				Check Total:	50.00				
MW OH	CARRILLO, LETICIA DE DIOS	DEPOSIT REFUND - KRAEMER	100000-4385	AP100516	100.00	2001325.002		00092336	10/06/2016

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	V010019		Facility Rental						
				Check Total:	100.00				
MW OH	CBE V008124	8/20-9/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP100516	304.62	IN1821378		00092337	10/06/2016
				Check Total:	304.62				
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	12.50	196A	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	75.00	196C	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	25.00	200D	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	12.50	205A	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	12.50	205B	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	25.00	3570	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN CSUF PD SERVICES V005847		103047-6182 Lien Services	AP100516	25.00	3572	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	7.50	7198	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	15.00	7198A	P10911	00092338	10/06/2016
MW OH	CLEAR CHOICE LIEN SALES SEPT CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP100516	7.50	7202	P10911	00092338	10/06/2016
				Check Total:	217.50				
MW OH	CPRS DISTRICT 10 V008906	TOTAL GUARD TRAINING	104071-6250 / 79514-6250 Staff Training	AP100516	200.00	1042016		00092339	10/06/2016
				Check Total:	200.00				

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MW OH	DIVISION OF THE STATE V008904	SB1186 3RD QTR TAXES	0044-2032 SB 1186 BL State Fee	AP100516	448.00 93016		00092340	10/06/2016
MW OH	DIVISION OF THE STATE V008904	SB1186 3RD QTR TAXES	100000-4101 Gross Receipts	AP100516	-313.60 93016		00092340	10/06/2016
Check Total:					134.40			
MW OH	ESTEVEZ, LUIS V009891	OCT MONTHLY EXPENSES	103652-5001 Salaries/Full-Time Regular	AP100516	5.00 OCTOBER 16		00092341	10/06/2016
MW OH	ESTEVEZ, LUIS V009891	OCT MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	AP100516	12.50 OCTOBER 16		00092341	10/06/2016
MW OH	ESTEVEZ, LUIS V009891	OCT MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	AP100516	27.50 OCTOBER 16		00092341	10/06/2016
MW OH	ESTEVEZ, LUIS V009891	OCT MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	AP100516	5.00 OCTOBER 16		00092341	10/06/2016
Check Total:					50.00			
MW OH	GAS CO, THE V000909	AUG-SEPT GAS CHARGES	109595-6340 Natural Gas	AP100516	353.31 092816		00092342	10/06/2016
Check Total:					353.31			
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	109595-6335 Water	AP100516	26,736.95 092116		00092343	10/06/2016
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	296561-6335 Water	AP100516	32,949.04 092116		00092343	10/06/2016
Check Total:					59,685.99			
MW OH	GOMEZ, ROSIE V008922	BOOT ALLOWANCE	103043-6360 Uniforms	AP100516	150.00 091916		00092344	10/06/2016
Check Total:					150.00			
MW OH	GST V009410	VMWARE SUPPORT	101523-6136 Software Maintenance	AP100516	1,993.36 JA1114004		00092345	10/06/2016
Check Total:					1,993.36			
MW OH	HENDRICKSON, ERIC	OCT MONTHLY EXPENSES	102020-5001	AP100516	50.00 OCTOBER 16		00092346	10/06/2016

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V007376		Salaries/Full-Time Regular					
				Check Total:	50.00			
MW OH	HI-WAY SAFETY RENTALS V000459	PW TOOLS	103652-6301 Special Department Supplies	AP100516	81.22 50369		00092347	10/06/2016
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP100516	328.49 50370		00092347	10/06/2016
				Check Total:	409.71			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP100516	43.52 2651820-00		00092348	10/06/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGAITON SUPPLIES	103655-6301 Special Department Supplies	AP100516	52.90 2678997-00		00092348	10/06/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP100516	277.87 2726428-01		00092348	10/06/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP100516	55.76 2733195-01		00092348	10/06/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP100516	601.75 2737090-00		00092348	10/06/2016
				Check Total:	1,031.80			
MW OH	KENNICUTT, JULIE V009725	OCT MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	AP100516	50.00 OCTOBER 16		00092349	10/06/2016
				Check Total:	50.00			
MW OH	KNOWLES-MCNIFF INC V000558	SEPT SOFTWARE MAINT	101523-6136 Software Maintenance	AP100516	2,457.00 INV90884	P10860	00092350	10/06/2016
				Check Total:	2,457.00			
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0029-2192 Police Legal Services	AP100516	6.48 10316		00092351	10/06/2016
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0010-2192 Police Legal Services	AP100516	270.27 10316		00092351	10/06/2016
MW OH	LEGAL SHIELD	SEPT LEGAL SERVICES	0048-2192	AP100516	28.62 10316		00092351	10/06/2016

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services					
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0037-2192 Police Legal Services	AP100516	2.48 10316		00092351	10/06/2016
					Check Total:	307.85		
MW OH	LILLEY PLANNING GROUP V008540	9/12,13 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP100516	1,088.00 INV-1489		00092352	10/06/2016
MW OH	LILLEY PLANNING GROUP V008540	9/12-22 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	AP100516	1,600.00 INV-1490		00092352	10/06/2016
MW OH	LILLEY PLANNING GROUP V008540	9/6-27 PLANNING SERVICES	102531-6290 Dept. Contract Services	AP100516	5,637.50 INV-1496		00092352	10/06/2016
MW OH	LILLEY PLANNING GROUP V008540	9/7,21 BLDG INSPECTOR SVS	0044-2048 / 61135-2048 Engineering Plan Check Deposit	AP100516	80.00 INV-1504		00092352	10/06/2016
MW OH	LILLEY PLANNING GROUP V008540	9/14-28 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	AP100516	816.00 INV-1508		00092352	10/06/2016
					Check Total:	9,221.50		
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	296561-6301 Special Department Supplies	AP100516	1,108.08 163188		00092353	10/06/2016
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	296561-6301 Special Department Supplies	AP100516	473.02 163193		00092353	10/06/2016
					Check Total:	1,581.10		
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINT	103658-6290 Dept. Contract Services	AP100516	360.24 82589		00092354	10/06/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINT	103658-6290 Dept. Contract Services	AP100516	460.64 82590		00092354	10/06/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINT	103658-6290 Dept. Contract Services	AP100516	445.83 82655		00092354	10/06/2016
					Check Total:	1,266.71		
MW OH	MC ELDERRY, MARY V009941	AMERICAN FIDELITY	0010-2188 Health Care SSA	AP100516	758.29 092116		00092355	10/06/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	758.29				
MW OH	MENDIOLA, MARIA V010172	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP100516	100.00	2001331.002		00092356	10/06/2016
				Check Total:	100.00				
MW OH	MONJARAS & WISMEYER V009860	WORKERS COMP ACCOMMODATION	404580-5165 Workers' Compensation Claims	AP100516	575.00	14210		00092357	10/06/2016
				Check Total:	575.00				
MW OH	OC PLUMBING V004312	PLUMBING SERVICES	103655-6290 Dept. Contract Services	AP100516	328.00	16887		00092358	10/06/2016
				Check Total:	328.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP100516	215.95	57948		00092359	10/06/2016
				Check Total:	215.95				
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	109595-6315 Office Supplies	AP100516	57.56	I-01030828		00092360	10/06/2016
MW OH	OFFICE SOLUTIONS V008864	RECYCLED PAPER	109595-6315 Office Supplies	AP100516	110.05	I-01037738		00092360	10/06/2016
				Check Total:	167.61				
MW OH	ORANGE COUNTY FIRE V000704	SEPT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP100516	417.00	PC207120		00092361	10/06/2016
				Check Total:	417.00				
MW OH	ORANGE COUNTY V001969	480 S PLACENTIA EXCESS PARCEL	109595-6940 Payments to Other Agencies	AP100516	568,000.00	92616		00092362	10/06/2016
				Check Total:	568,000.00				
MW OH	ORTEGA, JEANETTE V007724	OCT MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092363	10/06/2016
				Check Total:	50.00				
MW OH	ORTIZ, VERONICA V004409	OCT MONTHLY EXPENSES	104071-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092364	10/06/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	50.00				
MW OH	PACIFIC EMBROIDERY V008348	ICSC CONF SHIRTS	102534-6245 Meetings & Conferences	AP100516	275.47	55644		00092365	10/06/2016
MW OH	PACIFIC EMBROIDERY V008348	ICSC CONF SHIRTS	102534-6245 Meetings & Conferences	AP100516	106.14	56087		00092365	10/06/2016
				Check Total:	381.61				
MW OH	PANTAGES THEATRE V010171	1/7 EXCURSION	104071-6270 / 79506-6270 Excursions	AP100516	1,065.00	226575		00092366	10/06/2016
				Check Total:	1,065.00				
MW OH	PASCARELLA, RICHARD V002546	OCT MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092367	10/06/2016
				Check Total:	50.00				
MW OH	PLACENTIA CITY OF V000778	DENAL CLAIMS	395083-5130 Dental Claim	AP100516	8,193.30	10416		00092368	10/06/2016
				Check Total:	8,193.30				
MW OH	PLACENTIA, CITY OF V002877	PETTY CASH FOR HERITAGE	0044-2067 / 79392-2067 Heritage Committee	AP100516	1,100.00	092216		00092369	10/06/2016
				Check Total:	1,100.00				
MW OH	PLACENTIA, CITY OF V000782	WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP100516	28,932.27	10416		00092370	10/06/2016
				Check Total:	28,932.27				
MW OH	POINT, ERIC V002831	OCT MONTHLY EXPENSES	103041-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092371	10/06/2016
				Check Total:	50.00				
MW OH	RAGGED ROBIN RANCH INC V009274	9/19-29 PLANNING SERVICES	102531-6290 Dept. Contract Services	AP100516	3,380.00	CR92916	P10864	00092372	10/06/2016
MW OH	RAGGED ROBIN RANCH INC V009274	9/19-9/29 PLANNING TECH SVS	102531-6290 Dept. Contract Services	AP100516	2,720.00	CR92916	P10864	00092372	10/06/2016
				Check Total:	6,100.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	RAMIREZ, ROSANNA V009800	OCT MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092373	10/06/2016
				Check Total:	50.00				
MW OH	REYNOLDS, MATT V002521	OCT MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092374	10/06/2016
				Check Total:	50.00				
MW OH	RODGERS, MATT V009675	BOOT ALLOWANCE	103043-6360 Uniforms	AP100516	150.00	092016		00092375	10/06/2016
				Check Total:	150.00				
MW OH	RODRIGUEZ, IVETTE V009933	OCT MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	AP100516	25.00	OCTOBER 16		00092376	10/06/2016
MW OH	RODRIGUEZ, IVETTE V009933	OCT MONTHLY EXPENSES	104070-5001 Salaries/Full-Time Regular	AP100516	12.50	OCTOBER 16		00092376	10/06/2016
MW OH	RODRIGUEZ, IVETTE V009933	OCT MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	AP100516	12.50	OCTOBER 16		00092376	10/06/2016
				Check Total:	50.00				
MW OH	ROMERO, BENJAMIN V008247	BOOT ALLOWANCE	103043-6360 Uniforms	AP100516	150.00	092116		00092377	10/06/2016
				Check Total:	150.00				
MW OH	RUBALCAVA, SANTOS V002671	BOOT ALLOWANCE	103043-6360 Uniforms	AP100516	150.00	092716		00092378	10/06/2016
				Check Total:	150.00				
MW OH	SERVICE CHAMPIONS V009666	BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP100516	84.00	B16-0472		00092379	10/06/2016
				Check Total:	84.00				
MW OH	SHRED-IT USA LLC V000905	8/31 DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP100516	109.15	9412201627		00092380	10/06/2016
				Check Total:	109.15				
MW OH	SPARKLETTS	SEPT WATER/COFFEE SVS	109595-6301	AP100516	1,368.53	4106122 091716		00092381	10/06/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000967		Special Department Supplies						
				Check Total:	1,368.53				
MW OH	SPRIGGS, LEYLA V010170	DEPOSIT REFUND - KOCH PARK	100000-4385 Facility Rental	AP100516	100.00	2001326.002		00092382	10/06/2016
				Check Total:	100.00				
MW OH	ST JOSEPH HERITAGE V001728	AUG EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP100516	115.00	60406		00092383	10/06/2016
				Check Total:	115.00				
MW OH	STITH PRINTING V008626	HERITAGE CAR SHOW T-SHIRTS	0044-2067 / 79392-2067 Heritage Committee	AP100516	3,818.39	44482		00092384	10/06/2016
				Check Total:	3,818.39				
MW OH	TEAM ONE MANAGEMENT V010070	SEPT PARK JANITORIAL SVS	103655-6115 Landscaping	AP100516	4,337.50	5	P10888	00092385	10/06/2016
				Check Total:	4,337.50				
MW OH	THE BUBBLE ROLLERS V010174	ENTERTAINMENT SERVICES	0044-2067 / 79392-2067 Heritage Committee	AP100516	1,500.00	1442		00092386	10/06/2016
				Check Total:	1,500.00				
MW OH	TIME WARNER CABLE V004450	10/2-11/1 PD CABLE CHARGES	109595-6215 Telephone	AP100516	121.27	092216		00092387	10/06/2016
				Check Total:	121.27				
MW OH	ULTRERAS, GERALDINE V010173	DEPOSIT REFUND - TUFFREE	100000-4385 Facility Rental	AP100516	47.00	2001328.002		00092388	10/06/2016
				Check Total:	47.00				
MW OH	VERA, SANDRA V009293	OCT MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	AP100516	50.00	OCTOBER 16		00092389	10/06/2016
				Check Total:	50.00				
MW OH	VERENGO SOLAR V010090	BLDG PERMIT REFUND	100000-4160 Building Permits	AP100516	188.00	B16-0948		00092390	10/06/2016
MW OH	VERENGO SOLAR	BLDG PERMIT REFUND	100000-4164	AP100516	124.00	B16-0948		00092390	10/06/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010090		Electrical Permits						
				Check Total:	312.00				
MW OH	VERIZON WIRELESS V008735	8/21-9/20 PD AIRCARDS	109595-6215 Telephone	AP100516	1,437.93	9772328256		00092391	10/06/2016
MW OH	VERIZON WIRELESS V008735	8/21-9/20 CA IPAD CHARGES	109595-6215 Telephone	AP100516	38.01	9772328257		00092391	10/06/2016
MW OH	VERIZON WIRELESS V008735	8/21-9/20 COUNCIL IPAD CHARGES	109595-6215 Telephone	AP100516	106.92	9772328258		00092391	10/06/2016
MW OH	VERIZON WIRELESS V008735	8/21-9/20 GRADE SEP GIG USAGE	109595-6215 Telephone	AP100516	38.01	9772333689		00092391	10/06/2016
				Check Total:	1,620.87				
MW OH	WELLS FARGO VENOR FIN V010076	COPIER PROPERTY TAXES	109595-6175 Office Equipment Rental	AP100516	46.76	65631856		00092392	10/06/2016
				Check Total:	46.76				
MW OH	WEX BANK V007269	AUG-SEPT PD GAS CARD FEES	103658-6345 Gasoline & Diesel Fuel	AP100516	927.16	46999364		00092393	10/06/2016
				Check Total:	927.16				
MW OH	XLNT TINT WINDOW TINTING V001145	WINDOW TINT PD VEHICLE	103042-6301 Special Department Supplies	AP100516	75.00	49656		00092394	10/06/2016
				Check Total:	75.00				
MW OH	YORBA LINDA WATER V001148	AUG-SEPT WATER CHARGES	109595-6335 Water	AP100516	1,904.01	092616		00092395	10/06/2016
				Check Total:	1,904.01				
MW OH	YORBA LINDA WATER V006633	SEPT SEWER CHARGES	484356-6297 Billing Services	AP100516	347.60	195466		00092396	10/06/2016
				Check Total:	347.60				
				Type Total:	1,053,728.30				
				Check Total:	1,053,728.30				

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Electronic Disbursement Register
For 10/18/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 172,134.46

EDR Totals by ID

AP	0.00
EP	172,134.46
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	229,874.63
265-Landscape Maintenance (0029)	1,206.43
275-Sewer Maintenance (0048)	5,208.24
501-Refuse Administration (0037)	926.06
601-Employee Health & Wfire (0039)	-65,080.90

Void Total: 0.00
EDR Total: 172,134.46

Electronic Disbursement Sub Totals: 172,134.46

ACH Payroll Direct Deposit for 10/14/16: 283,021.82

Electronic Disbursement Total: 455,156.28



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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	PTO BUYBACK STATE TAXES	0010-2135 Calif Income Tax W/H	ACH092916	4,134.35	92216M		00008625	09/29/2016
EP	EMPLOYMENT V010052	PTO BUYBACK STATE TAXES	0029-2135 Calif Income Tax W/H	ACH092916	10.22	92216M		00008625	09/29/2016
EP	EMPLOYMENT V010052	PTO BUYBACK STATE TAXES	0048-2135 Calif Income Tax W/H	ACH092916	82.56	92216M		00008625	09/29/2016
EP	EMPLOYMENT V010052	PTO BUYBACK STATE TAXES	0037-2135 Calif Income Tax W/H	ACH092916	59.60	92216M		00008625	09/29/2016
Check Total:					4,286.73				
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0010-2115 Employee Medicare W/H	ACH092916	1,605.50	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0010-2120 Employer Medicare Payable	ACH092916	1,605.50	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0029-2110 Federal Income Tax W/H	ACH092916	54.70	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0029-2115 Employee Medicare W/H	ACH092916	9.21	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0010-2110 Federal Income Tax W/H	ACH092916	14,180.64	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0029-2120 Employer Medicare Payable	ACH092916	9.21	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0048-2120 Employer Medicare Payable	ACH092916	43.65	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0037-2110 Federal Income Tax W/H	ACH092916	174.68	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0037-2115 Employee Medicare W/H	ACH092916	11.39	2120		00008626	09/29/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0037-2120 Employer Medicare Payable	ACH092916	11.39	2120		00008626	09/29/2016
EP	INTERNAL REVENUE	FED/MED/SS TAX PTO BUYBACK	0048-2110	ACH092916	355.37	2120		00008626	09/29/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS TAX PTO BUYBACK	0048-2115 Employee Medicare W/H	ACH092916	43.65	2120		00008626	09/29/2016
Check Total:					18,104.89				
EP	ICMA RETIREMENT TRUST V000496	P/E 9/24/16 PD DATE 9/30/16	0010-2170 Deferred Comp Payable - ICMA	PY16020	11,696.05	2995/1601020		00008627	10/03/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 9/24/16 PD DATE 9/30/16	0029-2170 Deferred Comp Payable - ICMA	PY16020	88.00	2995/1601020		00008627	10/03/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 9/24/16 PD DATE 9/30/16	0048-2170 Deferred Comp Payable - ICMA	PY16020	303.75	2995/1601020		00008627	10/03/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 9/24/16 PD DATE 9/30/16	0037-2170 Deferred Comp Payable - ICMA	PY16020	7.50	2995/1601020		00008627	10/03/2016
Check Total:					12,095.30				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0010-2145 Employee PERS Payback W/H	ACH100416	148.81	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0010-2150 Survivor Benefit Package	ACH100416	98.92	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0010-2165 PERS Employer Payable	ACH100416	15.11	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0010-2195 PERS Uniform	ACH100416	26.82	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0029-2140 Employee PERS W/H	ACH100416	619.03	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0029-2145 Employee PERS Payback W/H	ACH100416	7.30	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0029-2150 Survivor Benefit Package	ACH100416	1.09	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0010-2140 Employee PERS W/H	ACH100416	126,628.20	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC	PERS P/E 9/24 PD 9/30	0029-2195	ACH100416	0.42	10316P		00008628	10/04/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		PERS Uniform						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	395083-5145 Retirement PERS	ACH100416	-65,303.90	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0037-2140 Employee PERS W/H	ACH100416	317.11	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0037-2150 Survivor Benefit Package	ACH100416	0.28	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0037-2165 PERS Employer Payable	ACH100416	1.71	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0048-2140 Employee PERS W/H	ACH100416	2,506.78	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0048-2145 Employee PERS Payback W/H	ACH100416	7.30	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0048-2150 Survivor Benefit Package	ACH100416	3.87	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0048-2165 PERS Employer Payable	ACH100416	8.27	10316P		00008628	10/04/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/24 PD 9/30	0048-2195 PERS Uniform	ACH100416	1.41	10316P		00008628	10/04/2016
Check Total:					65,088.53				
EP	EMPLOYMENT V010052	STATE TAXES P/E 9/24 PD 9/30	0010-2135 Calif Income Tax W/H	ACH100416	14,353.65	10316M		00008629	10/04/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 9/24 PD 9/30	0029-2135 Calif Income Tax W/H	ACH100416	69.66	10316M		00008629	10/04/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 9/24 PD 9/30	0048-2135 Calif Income Tax W/H	ACH100416	354.44	10316M		00008629	10/04/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 9/24 PD 9/30	0037-2135 Calif Income Tax W/H	ACH100416	76.88	10316M		00008629	10/04/2016
Check Total:					14,854.63				
EP	INTERNAL REVENUE	FED/MED/SS P/E 9/24 PD 9/30	0010-2115	ACH100416	5,400.02	10316L		00008630	10/04/2016

City of Placentia
Electronic Disbursement Register
For 10/13/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0010-2120 Employer Medicare Payable	ACH100416	5,394.48	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0010-2125 Employee Social Sec W/H	ACH100416	130.33	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0010-2130 Employer Soc Sec Payable	ACH100416	130.33	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0010-2110 Federal Income Tax W/H	ACH100416	44,325.92	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0029-2110 Federal Income Tax W/H	ACH100416	260.39	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0048-2120 Employer Medicare Payable	ACH100416	145.12	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0029-2115 Employee Medicare W/H	ACH100416	38.60	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0029-2120 Employer Medicare Payable	ACH100416	38.60	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0037-2110 Federal Income Tax W/H	ACH100416	228.18	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0037-2115 Employee Medicare W/H	ACH100416	18.67	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0037-2120 Employer Medicare Payable	ACH100416	18.67	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0048-2110 Federal Income Tax W/H	ACH100416	1,206.95	10316L		00008630	10/04/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/24 PD 9/30	0048-2115 Employee Medicare W/H	ACH100416	145.12	10316L		00008630	10/04/2016
				Check Total:	57,481.38				
EP	MANNING, VEDA M E000063	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100616	223.00	OCT 16		00008631	10/06/2016

City of Placentia
Electronic Disbursement Register
For 10/13/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	223.00				
				Type Total:	172,134.46				
				Check Total:	172,134.46				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 18, 2016

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT FOR THE CHAPMAN AVENUE STREET RESURFACING PROJECT – PROJECT NO. 2016-35**

FISCAL

IMPACT: EXPENSE: \$196,450.56
FUNDED: \$200,000.00 OCTA COOPERATIVE AGREEMENT
No General Fund dollars will be used on this project.

SUMMARY:

The project will repave Chapman Avenue from Kraemer Avenue to Mission Way. Chapman Avenue was used as a detour route during the construction of the Kraemer Boulevard Grade Separation Project. The scope of work for this project entails grinding the pavement surface across the entire width of Chapman Avenue two-inches deep and constructing a new asphalt concrete overlay. New traffic striping and legends will be placed on the newly resurfaced road. The limits of the project are from the Kraemer Boulevard intersection to Mission Way (collectively the "Project"). As part of a cooperative agreement with the City, the Orange County Transportation Authority (OCTA) agreed to fund up to \$200,000 in pavement improvements along this segment of Chapman Avenue as reimbursement for its use as a detour route. The scope of work for the Project is structured to only utilize the OCTA provided funds; therefore, no General Fund dollars will be used on this Project.

RECOMMENDATION:

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

1. Approve plans and specifications prepared by the Contract City Engineer; and
2. Award a construction contract to All American Asphalt Inc., for construction of the Chapman Avenue Resurfacing Project in the amount of \$160,227.78; and
3. Reject all other bids received and authorize the return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to 10% of the Public Works Agreement amount of \$16,022.78, for a total construction contract not-to-exceed amount of \$176,250.56; and

1.c.

October 18, 2016

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

DISCUSSION:

The scope of work for this project entails grinding the pavement surface across the entire width of Chapman Avenue two-inches deep and constructing a new asphalt concrete overlay. New traffic striping and legends will be placed on the newly resurfaced road. The limits of the Project are from the Kraemer Boulevard intersection to Mission Way.

On September 15, 2016, the City received five (5) bids from contractors to construct the proposed Project. The following table provides the bid amounts received from each contractor:

Contractor	Bid Amount
All American Asphalt	\$160,227.78
R.J. Noble Co.	\$161,434.20
Hardy Harper Inc.	\$177,000.00
Excel Paving	\$188,937.00
Sulley Miller Const. Co.	\$208,000.00

After a review of the bids submitted, Staff determined that All American Asphalt is the lowest responsive, responsible bid received for this Project. In the last three years, All American Asphalt, Inc. has satisfactorily completed several similar projects including projects for the Cities of Fullerton, Beverly Hills, San Clemente and Santa Monica.

Based on All American Asphalt’s experience, references and the low bid amount received, staff recommends awarding a construction contract (Attached) to All American Asphalt for the Chapman Avenue Street Resurfacing Project (Project 2016-35). Should the City Council elect to award this contract, construction is anticipated to begin in mid-November.

FISCAL IMPACT:

A total of \$200,000 in OCTA Cooperative Agreement Funds has been budgeted in the FY 2016-17 Capital Improvement Program Budget for this Project. The various costs associated with this Project are included in the following table:

Construction Contract	\$160,227.78
Construction Management and Inspection	\$7,500.00
Design Engineering	\$12,700.00
Construction Contingency	\$16,022.78
Total Project Cost	\$196,450.56
Current Project Budget	\$200,000.00

No General Fund dollars will be utilized for this project.

Prepared and submitted by:



Young Park
Contract City Engineer

Reviewed and approved:



Luis Estevez
Acting Director of Public Works

Reviewed and approved:



Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Agreement with All American Asphalt, Inc.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
STREET RESURFACING PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 18th day of October, 2016 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") All American Asphalt, Inc. (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the resurfacing of Chapman Avenue, 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 All American Asphalt, Inc., a California corporation located at 400 E. Sixth Street, Corona, CA 92879.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract

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

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Sixty Thousand, Two Hundred Twenty-Seven Dollars and Seventy-Eight Cents (\$160,227.78) (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 October 1, 2017 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:

Edward J. Carlson, Vice President
400 E. 6th Street
Corona, CA 92879
TEL: (951) 736-7600

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

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

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five (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) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Young Park

To Contractor:
All American Asphalt, Inc.
400 E. Sixth Street
Corona, CA 92879
Attn.: Edward J. Carlson

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this

Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

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

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

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

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

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

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

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

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

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

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary

design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula,
City Administrator

Date: _____

ATTEST:

Patrick J. Melia,
City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen,
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen Pischel,
Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Young Park,
Contract City Engineer

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: 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)
SURETY
By _____

ADDRESS

(Seal)
PRINCIPAL
By X _____
X _____

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.

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

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

Chapman Avenue Street Resurfacing Project from Kraemer Boulevard to Mission Way – Project No. 2016-35

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work as shown on the plans and specifications and contract documents as follows:

The general items of work include cold milling of existing AC pavement; paving of ARHM pavement, adjustment of utility valve and covers; public notification; adjustment of sewer and storm drain manholes; traffic striping, pavement markers, and temporary traffic control.

EXHIBIT B

SCHEDULE OF PERFORMANCE

Award of Contract -----	Tuesday, October 18, 2016
Pre-construction meeting -----	Tuesday, October 25, 2016
Notice to Proceed -----	Monday, October 31, 2016
<ul style="list-style-type: none">• 25 Working days to complete the project improvements.	
Completion of Work -----	Monday, December 5, 2016

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

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

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

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

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2016

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

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

PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Centers (EPIC) [Inland Empire - Branch ID 14542] P.O. Box 5003 San Ramon, CA 94583	1-925-244-7700	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (925) 244-7700 E-MAIL ADDRESS: EPICcerts@epicbrokers.com	FAX (A/C, No): (925) 901-0671
INSURED All American Asphalt P.O. Box 2229 Corona, CA 92878-2229		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ARCH SPECIALTY INS CO	21199
		INSURER B: ZURICH AMER INS CO	16535
		INSURER C: AMERICAN GUAR & LIAB INS	26247
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 48176371

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DPC100585600	08/01/16	08/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP557108804	08/01/16	08/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SXS019797000	08/01/16	08/01/17	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Following-Form \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WC593205703	08/01/16	08/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Chapman Avenue Street Resurfacing Project - Placentia - Project No. 2016-35

CERTIFICATE HOLDER**CANCELLATION**
 City of Placentia

 401 E. Chapman Ave.

 Placentia, CA 92870

USA

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

AUTHORIZED REPRESENTATIVE

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 ACORD 25 (2014/01)
 kstubs-ont
 48176371

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MEMO

To:	Whom it may concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	All American Asphalt et al
Policy Number(s):	DPC100585600, BAP557108804, WC593205703, SXS019797000
RE:	Notice of Cancellation

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the Certificate Holder; except, 10 days notice for non-payment of premium.

Sincerely,

Kathy Lopez

Account Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

- A. In the performance of your ongoing operations or "your work", including "your work" that has been completed; or
- B. In connection with your premises owned by or rented to you.

As used in this endorsement, the words "you" and "your" refer to the Named Insured.

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
The City of Placentia	RE: Chapman Avenue Street Resurfacing Project - Placentia - Project No. 2016-35

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585600

Named Insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following paragraph is added to Condition 4. **Other Insurance**:

Where the Named Insured is required by a written contract to provide insurance that is primary and non-contributory, and the written contract so requiring is executed by the Named Insured before any "occurrence" or offense, this insurance will be primary, but only if and to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Schedule

The City of Placentia

Project

RE: Chapman Avenue Street Resurfacing Project -
Placentia - Project No. 2016-35

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585600

Named Insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SCHEDULE

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

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 operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
The City of Placentia	RE: Chapman Avenue Street Resurfacing Project - Placentia - Project No. 2016-35

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585600

Named Insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

Named Insured: All American Asphalt
Endorsement Effective Date: 8/1/16

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Schedule

Project

RE: Chapman Avenue Street Resurfacing Project -
Placentia - Project No. 2016-35

The City of Placentia

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

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

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

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
ALL PERSONS AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Job Description
ALL CA OPERATION

The City of Placentia

RE: Chapman Avenue Street Resurfacing Project -
Placentia - Project No. 2016-35

All American Asphalt
Policy #WC593205703
8/1/16

Zurich American Ins. Co.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 18, 2016

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONTRACT FOR THE BACKS COMMUNITY CENTER ADA (AMERICANS WITH DISABILITY ACT) IMPROVEMENT PROJECT NO. 2016-18**

FISCAL
IMPACT: EXPENSE: \$269,350
REVENUE: \$104,350 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
\$165,000 PARK IN-LIEU FUNDS
No General Fund dollars will be used on this project.

SUMMARY:

This Capital Improvement Program (CIP) project entails the renovation of the restrooms and lobby to the Backs Community Center. The planned improvements include a complete reconstruction of the existing restrooms to ensure Americans with Disability Act (ADA) compliance as well as additional aesthetic improvements such as new flooring, paint and ceilings. Automated front entry doors will be installed and a new ADA compliant path of travel to the building entrance will also be constructed (collectively the "Project"). A total of three (3) bids for this Project were received. Staff recommends the City Council award a construction contract to the apparent low bidder, St. George Groupe, Inc. (St. George), for \$194,450. In addition to the construction cost, additional costs for contract administration and construction inspection services totaling \$45,710, and design services totaling \$25,000 are included in the total Project cost along with a construction contingency amount of \$4,190. The total Project cost amounts to \$269,350. Council previously awarded contracts to three (3) construction management firms to provide CIP project contract administration and construction inspection services on a rotating basis. One of those firms, Totum Corporation, will be providing those services on this Project. The entire Project budget is funded utilizing Community Development Block Grant Funds (\$104,350) and Park In-Lieu Funds (\$165,000). A budget amendment is presented for Council consideration to appropriate the necessary additional Park In-Lieu Funds to this Project. No General Fund dollars will be used on the Project.

RECOMMENDATION:

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

1. Approve the plans and specifications prepared by BOA Architecture; and

1.d.
October 18, 2016

2. Award a construction contract to St. George Groupe, Inc., for construction of the Backs Community Center ADA Improvement Project in the amount of \$194,450; and
3. Reject all other bids received and authorize the return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to \$4,190, for a total construction contract not-to-exceed amount of \$198,640; and
5. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
6. Adopt Resolution No. R-2016-___, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$115,000.00 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

The scope of this project entails the renovation of the restrooms and lobby in the Backs Community Center. The planned improvements include a complete reconstruction of the existing restrooms to ensure ADA compliance as well as additional aesthetic improvements such as new flooring, paint and ceilings. Automated front entry doors will be installed and a new ADA compliant path of travel to the building entrance will also be constructed.

On September 8, 2016, the City received three (3) bids from contractors to construct the proposed Project. The following table provides the bid amounts received from each contractor:

Contractor	Bid Amount
St. George Groupe, Inc.	\$194,450
R Dependable Construction	\$248,800
Horizon Construction	\$261,000

After a review of the bids submitted, it was determined that the low bid submitted by St. George was responsive to the bid instructions and contract specifications. A reference check for St. George was conducted and those agencies surveyed provided satisfactory feedback concerning the quality of the work provided by St. George and its responsiveness to the agency's needs. Based on its experience, references and the low bid amount received, Staff recommends awarding a contract (Attachment 1) to St. George for the Backs Community Center ADA Improvement Project No. 2016-18. Should the City Council elect to award this contract, construction is anticipated to begin in early November.

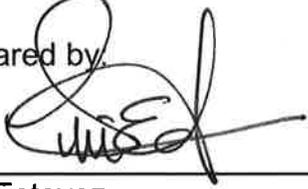
FISCAL IMPACT:

A total of \$104,350 in Community Development Block Grant (CDBG) funds and \$50,000 in Park In-Lieu Fees have been budgeted in the FY 2016-17 Capital Improvement Program Budget for this Project. A budget amendment is presented for City Council consideration to provide additional

Park In-Lieu funds needed to construct the project (Attachment 2). The various costs associated with this Project are included in the following table:

Construction Contract	\$194,450.00
Construction Management and Inspection	\$45,710.00
Architectural Design Services	\$25,000.00
Construction Contingency	\$4,190.00
Total Project Cost	\$269,350.00
Current Project Budget	\$154,350.00
Delta	(-\$115,000)
Additional Park In-Lieu Funds	\$115,000.00
Amended (Funded) Project Budget	\$269,350.00

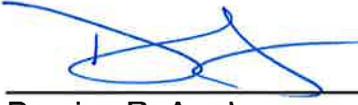
No General Fund dollars will be utilized for this project.

Prepared by:


Luis Estevez
Acting Director of Public Works

Reviewed and approved:
 for:

Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:


Damien R. Arrula
City Administrator

- Attachments:
1. Agreement with St. George Groupe, Inc.
 2. Resolution- Budget Amendment

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
CONSTRUCTION OF BACKS COMMUNITY CENTER ADA IMPROVEMENTS**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 18th day of October, 2016 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and St. George Groupe, Inc. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of ADA improvements at Backs Community Center as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean a California corporation, located at 3200 E. Guasti Road, Suite 155, Ontario, CA 91761.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Ninety-Four Thousand Four Hundred Fifty Dollars (\$194,450.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than October 3, 2017 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:

Abdalla Abdelmalak
3200 E. Guasti Road, Suite 155
Ontario, CA 91761

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

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

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

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

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

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Luis Estevez

To Contractor:
St. George Groupe, Inc.
3200 E. Guasti Road
Suite 155
Ontario, CA 91761
Attn: Abdalla Abdelmalak

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this

Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

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

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

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

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

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

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

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

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

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

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary

design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula,
City Administrator

Date: _____

ATTEST:

Patrick J. Melia,
City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen,
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel,
Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez,
Acting Director of Public Works

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

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

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

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

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

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

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

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

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

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

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

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

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

EXHIBIT A

SCOPE OF SERVICES

The scope of services for this project is contained entirely within the construction plans, contract documents and bid specifications for the Emergency Operations Center Project No. 2016-15 and is incorporated herewith by reference in this agreement.

EXHIBIT B

SCHEDULE OF PERFORMANCE

The schedule of performance for this project requires the contractor to substantially complete this project within 50 working days starting from the date of the Notice to Proceed. A Preliminary Notice to Proceed for 20 calendar days shall be issued to provide the contractor time to procure building materials and submit shop drawings to the City for review and approval.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

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

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: Backs Community Center ADA Improvement Project; Project No. 2016-18
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

STGEO-3 OP ID: NA1

DATE (MM/DD/YYYY)
09/28/2016

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

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

PRODUCER Milik & Associates Insurance Services, Inc. 917 S Village Oaks Dr, 101 Covina, CA 91724 Nowel Milik	CONTACT NAME: Jennifer Reeves PHONE (A/C, No, Ext): 909-468-2233 E-MAIL ADDRESS: Jennifer@MilikInsurance.com	FAX (A/C, No): 909-468-2232
	INSURER(S) AFFORDING COVERAGE	
INSURED St. George Groupe, Inc. 3200 E. Guasfi Road Ste 155 Ontario, CA 91761	INSURER A: State Comp Insurance Fund	NAIC # 35076
	INSURER B: Colony Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	103GL000703702	11/04/2015	11/04/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			XS170981	11/04/2015	11/04/2016	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	91171642015	11/05/2015	11/05/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

*10 day notice of cancellation in the event of nonpayment of premium. RE:
 Job No. 2016-18, Backs Community Center ADA Improvement Project.
 Certificate holder is named as Additional Insured regarding the General Liability policy per form U462-0310. Insurance is primary regarding the General Liability policy per form U462-0310. **SEE NOTES**

CERTIFICATE HOLDER**CANCELLATION**

CTYOFPL

City of Placentia
 401 East Chapman Avenue
 Placentia, CA 92870

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

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE CTYOFPL
INSURED'S NAME St. George Groupe, Inc.

STGEO-3
OP ID: NA1

PAGE 2
Date 09/28/2016

Waiver of Subrogation applies regarding the General Liability policy per form U047-0310.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – COMPLETED OPERATIONS & ONGOING
OPERATIONS AS SCHEDULED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured for commercial projects only

A. Section II – Who Is An Insured is amended to include the person(s) or organization(s) shown in the Schedule (called additional insured), but only with respect to:

(1) Liability for "bodily injury" or "property damage" caused, in whole or in part, resulting from "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" when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy.

(2) Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by resulting from:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf;

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

B. Section IV – Commercial General Liability Conditions, 4. Other Insurance is amended and the following added:

If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2016-17 INCREASING THE APPROPRIATION BUDGETS IN THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$115,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2016-17 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2016-XX, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Accounts specified to the Account specified and the corresponding appropriation:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT	TYPE
Cap Projects	Backs Community Center ADA Improvement	Pub Works	333554-6185 JL 61068	\$115,000.00	Expense
Cap Projects	Transfer In - Asset Forfeiture	Pub Works	330000-7023	-\$115,000.00	Transfer-In Revenue
Park In Lieu	Transfer Out - CIP		230000-8033	\$115,000.00	Transfer-Out Expense
Park In Lieu	Decrease to Fund Balance		0023-3001	-\$115,000.00	Decrease to FB

PASSED, ADOPTED AND APPROVED this 18th day of October, 2016.

JEREMY B. YAMAGUCHI, MAYOR

Attest:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 18th day of October, 2016 by the following vote:

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

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: OCTOBER 18, 2016

SUBJECT: PAYMENT TO ORANGE COUNTY TRANSPORTATION AUTHORITY IN THE AMOUNT OF \$1,552,000 TO FULFILL AN OBLIGATION RELATED TO COOPERATIVE AGREEMENTS C-9-0864 AND C-9-0412 ("PAYMENT") AND DOCUMENTATION OF SAID PAYMENT VIA AN INTERAGENCY SHORT-TERM LOAN FROM THE SEWER MAINTENANCE FUND TO THE GENERAL FUND

FISCAL

IMPACT: SEWER MAINTENANCE FUND BALANCE TRANSFER: \$1,552,000
GENERAL FUND REVENUE: \$1,552,000

SUMMARY:

The City currently owns real property at 350 and 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-443-01/02), (collectively, the "Property"). The Property was acquired by the City for right-of-way needed for the Placentia Avenue Grade Separation Project (the "Project"). These properties were originally purchased utilizing Caltrans restricted funds and eventually paid for with a loan from the Orange County Transportation Authority (OCTA). In compliance with OCTA Cooperative Agreements No. C-9-0864 and C-9-0412, upon completion of the Project, the City must remit payment to OCTA for the full market value of the Property, which is determined to be One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000) (the "Payment").

The City has examined various opportunities to provide economic development at the Property and has recently worked with Lamar Central Outdoor, LLC ("Lamar") to install a digital outdoor advertising display sign. Based on the fully executed Design, Build, Operate, and Maintain (DBOM) Agreement between the City and Lamar which was executed October 6, 2015, Lamar agrees to remit Ongoing Monetary Compensation to the City in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) per year for the digital outdoor advertising display sign ("Base Compensation"). The City will also receive Twenty-five percent (25%) of advertising revenue that exceeds the Base Compensation. While this economic development project provides a sustainable source of General Fund revenue to the City, the digital outdoor display sign has only recently been erected and does not provide sufficient funds for the City to fulfill the Payment to OCTA by October 2016. In addition, the City and Lamar are still completing site improvements to the Property to finalize the digital outdoor display sign.

Taking into consideration a variety of options to remit the Payment to OCTA by the October 2016 deadline, Staff is ultimately recommending an interagency loan between the City's Sewer Maintenance Fund balance and the General Fund (the "Loan"). This action will approve the Loan and document the transaction via a Short-Term Loan and Repayment Agreement and

3.a.
October 18, 2016

Promissory Note. The Loan between the City's General Fund and the Sewer Maintenance Fund will be in the full amount of \$1,552,000 and be for a period of one (1) year before the General Fund has to remit payment back to the Sewer Fund. In addition, the General Fund will pay interest at a rate equivalent to the City's Local Agency Investment Fund (LAIF), which is currently at .4%. Under these terms, the City will complete the necessary recordation of easements created by the construction and installation of the digital outdoor advertising display sign, market the property with a qualified broker and sell the property within a one (1) year period. The proceeds from the sale of the property would be used to pay back the full amount of the Loan to the Sewer Maintenance Fund.

RECOMMENDATION:

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

1. Approve Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
2. Approve Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing the Execution of a Loan and Repayment Agreement Between the City's Sewer Maintenance Fund and the City of Placentia General Fund; and
3. Approve the Short-Term Loan and Repayment Agreement and the Purchase Money Promissory Note between the City of Placentia Sewer Maintenance Fund and the City of Placentia General Fund and authorize the City Administrator to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The City currently owns real property at 350 and 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-443-01/02), (collectively, the "Property"). The Property was acquired by the City for right-of-way needed for the Placentia Avenue Grade Separation Project (the "Project"). These properties were originally purchased utilizing Caltrans restricted funds. Upon conclusion of a Caltrans audit, among other things, Caltrans determined that the properties were purchased illegally and demanded repayment for use of their agency funds. The City did not have the funds to remit to Caltrans and eventually entered into Cooperative Agreements No. C-9-0864 and C-9-0412 with OCTA for the purpose of fulfilling the City's Caltrans obligation. The terms of the Cooperative Agreements are such that, upon completion of the Project, the City must remit payment to OCTA for the full market value of the Property, which is determined to be One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000) (the "Payment").

The City has examined various opportunities to provide economic development at the Property and has recently worked with Lamar Central Outdoor, LLC ("Lamar") to install a digital outdoor advertising display sign. Based on the fully executed Design, Build, Operate, and Maintain (DBOM) Agreement between the City and Lamar which was executed October 6, 2015, Lamar

agrees to remit Ongoing Monetary Compensation to the City in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) per year for the digital outdoor advertising display sign ("Base Compensation"). The City will also receive Twenty-five percent (25%) of advertising revenue that exceeds the Base Compensation. While this economic development project provides a sustainable source of General Fund revenue to the City, the digital outdoor display sign has only recently been erected and does not provide sufficient funds for the City to fulfill the Payment to OCTA by October 2016. In addition, the City and Lamar are still completing site improvements to the Property to finalize the digital outdoor display sign.

In an effort to address the Payment, Staff has examined a variety of options including determining if Lamar could advance three (3) years worth of Base Compensation, whether the City has the ability to pay from its General Fund, remitting title of the Property to OCTA and paying any balance owed, and whether the General Fund could borrow from the unassigned balance of its Sewer Maintenance Fund. Taking into consideration all of these options to remit the Payment by the October 2016 deadline, Staff is ultimately recommending an interagency loan between the City's Sewer Maintenance Fund and the General Fund (the "Loan"). This action will approve the Loan and document the transaction via a Repayment Agreement and Promissory Note. The Loan between the City's General Fund and the Sewer Maintenance Fund will be in the full amount of \$1,552,000 and be for a period of for a one (1) year before the General Fund has to remit payment back to the Sewer Fund. In addition, the General Fund will pay interest at a rate equivalent to the City's LAIF, which is currently at .4%. Under these terms, the City will complete the necessary recordation of easements created by the construction and installation of the digital outdoor advertising display sign, market the property with a qualified broker and sell the property within a one (1) year period. The proceeds from the sale of the property would be used to pay back the full amount of the Loan, including any interest owed to the Sewer Maintenance Fund.

Sewer Maintenance Fund

The City's Sewer Maintenance Fund accounts for receipts and disbursements related to the maintenance of operations and capital improvements associated with the City's sewer system. Annual revenues are limited to service fees based upon water consumption and charged through the user's water bill via Golden State Water Company or Yorba Linda Water District. These annual revenues are sufficient to cover annual operating expenditures, minor "hot spot" repairs and a limited amount of larger-scale capital improvement projects.

According to the City's Finance Department and Public Works Department, the Sewer Maintenance Fund is expected to have sufficient unassigned fund balance available to fulfill the Loan while continuing to cover the annual operating expenditures, minor emergency repairs and capital improvement projects identified in the FY 2016-17 Operating and Capital Improvement Project Budgets.

FISCAL IMPACT:

The loan proceeds provided by the Sewer Maintenance Fund in the amount of \$1,552,000 will provide the City with the necessary cash flow to move forward with fulfilling the Payment for the Property. The City will pay the principle amount and the interest rate equal to the average monthly rate earned on the State of California's LAIF to the Sewer Maintenance Fund. The note

will be structured such that the principal of \$1,552,000 million and interest accrued can be paid down at any time during the term and once the property is sold.

The attached Budget Amendment Resolution will recognize the City's obligations to OCTA's Cooperative Agreements No. C-9-0864 and C-9-0412 for the Placentia Avenue Grade Separation Project by remitting to OCTA, the fair market value of the Property. This action is pursuant to Section 1206 of the Placentia Municipal Code, in which the City Council may amend or supplement the budget to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget.

The loan will be documented using the attached Short-Term Loan and Repayment Agreement and Purchase Money Promissory Note. The proceeds from the sale of the property would be used to pay back the Sewer Maintenance Fund Loan and any accrued interest in full.

Prepared by:



Jeannette Ortega
Economic Development Manager

Reviewed and approved by:



Luis Estevez
Acting Director of Public Works

Reviewed and approved by:



Larry Schoerder
Interim Chief Financial Officer

Reviewed and approved by:



Christian L. Bettenhausen
City Attorney

Reviewed and approved by:



Damien R. Arrula
City Administrator

Attachments:

1. Budget Amendment Resolution
2. Budget Authorizing Execution of Short-Term Loan and Repayment Agreement
3. Short-Term Loan and Repayment Agreement
4. Purchase Money Promissory Note

RESOLUTION NO. R-2016-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2016-17 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2016-17 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2016-34, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified and to establish the Note Payable and Note Receivable in each respective fund:

Fund	Description	GL Account #	Amount	Type	Effect
Sewer Fund	Note Receivable	0048-1204	1,552,000	Asset	Increase
Sewer Fund	Cash	0048-1101	(1,552,000)	Asset	Decrease
Gen Fd	Note Payable	0010-2070	1,552,000	Liability	Increase
Gen Fd	Cash	0010-1101	1,552,000	Asset	Increase
Gen Fd	Payments to Other Agencies	109595-6940	1,552,000	Expense	Increase
Gen Fd	Cash	0010-1101	(1,552,000)	Asset	Decrease

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

PASSED, ADOPTED AND APPROVED this 18th day of October, 2016.

JEREMY B. YAMAGUCHI, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 18th day of October, 2016 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA AUTHORIZING THE EXECUTION
OF A SHORT-TERM LOAN AND REPAYMENT AGREEMENT
BETWEEN THE CITY'S SEWER MAINTENANCE FUND AND
THE CITY OF PLACENTIA GENERAL FUND

A. Recitals

(i). The City is vested with the responsibility of formulating and carrying out viable and sustainable funding sources for conducting municipal operations.

(ii). The City has an obligation to the Orange County Transportation Authority (OCTA), pursuant to Cooperative Agreement No. C-9-0864 and C-9-0412 for the Placentia Avenue Grade Separation Project, to remit to OCTA the fair market value of the Properties located at 350 and 380 S. Placentia Avenue (Assessor's Parcel Number 339-443-01/02).

(iii). The City has a duty to extinguish its obligations to OCTA, but needs time to record the necessary easements created by the construction and installation of the new digital outdoor advertising display sign as described in the Design, Build, Operate, and Maintain Agreement by the City of Placentia and Lamar Central Outdoor, LLC and approved by the City Council on October 6, 2015.

(iv). The City Council hereby authorizes a one (1) year advance fund in the amount of One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000) from the City's Sewer Maintenance Fund to the City of Placentia General Fund, which will be used to satisfy the City's obligations to OCTA.

(vi). Once the easements are recorded on the Properties at 350 and 380 S. Placentia Avenue, those Properties will be sold and the proceeds will be used to repay the Sewer Maintenance Fund, including interest.

(v.) The City Loan and City Repayment Obligations will be documented by entering into the attached Loan and Repayment Agreement.

(vi). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

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

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

2. The City Council hereby approves and agrees to enter into the attached Short-Term Loan and Repayment Agreement and Promissory Note, substantially in the form approved by the City Attorney on file with the City Clerk.

3. The City Council hereby authorizes the City Administrator to execute the Short-Term Loan and Repayment Agreement and Promissory Note on behalf of the City.

4. This Resolution shall take effect immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 18th day of October, 2016.

JEREMY B. YAMAGUCHI, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 18th day of October, 2016 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY

**SHORT-TERM LOAN AND REPAYMENT AGREEMENT
BETWEEN THE CITY OF PLACENTIA SEWER MAINTENANCE FUND
AND THE CITY OF PLACENTIA GENERAL FUND**

This Short-Term Loan and Repayment Agreement is entered into as of the 18th day of October 2016 by and between the City of Placentia Sewer Maintenance Fund and the City of Placentia General Fund, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

(i). The City desires to document a short term loan, in the amount of One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000), from the City's Sewer Maintenance Fund to the City's General Fund, the funds to be used for the purpose of extinguishing the City's obligation pursuant to the Orange County Transportation Authority Cooperative Agreements No. C-9-0864 and C-9-0412 for the Placentia Avenue Grade Separation in the Fiscal Year 2016-17 Operating Budget.

(ii). The loan will be evidenced by a promissory note in the form attached as Attachment No. 1, including interest at the rate earned by the State of California's Local Agency Investment Fund (LAIF).

(iii). Within one (1) year the principle and interest associated with the loan will be paid to the Sewer Maintenance Fund upon the sale of the properties at 350 and 380 S. Placentia Avenue, (Assessor's Parcel Number 339-443-01/02).

NOW, THEREFORE, in consideration of the foregoing mutual recitals, covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. The City's Sewer Maintenance Fund hereby agrees to pay the City's General Fund as full consideration for the loan referred to in the recitals hereinabove, the total sum of One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000) with interest thereon calculated at a rate equal to the annual rate earned on LAIF. The Sewer Maintenance Fund's obligations hereunder shall be evidenced by a Promissory Note substantially in the form attached hereto and incorporated herein by reference (the "Attachment No. 1 Purchase Money Promissory Note").

Payment of all accrued interest with respect to the Purchase Money Promissory and Payment of the outstanding principal with respect to the Purchase Money Promissory Note shall be due on or before October 18, 2017.

The City shall execute and deliver the Purchase Money Promissory Note as of the date of the execution of this Agreement.

Section 2. The City is in the process of obtaining the necessary easements with respect to the properties located at 350 and 380 S. Placentia Avenue. Once those easements have been obtained the City will actively market those properties for sale. The proceeds of the resulting sale will be used to satisfy the City's obligations under this Short-Term Loan and Repayment Agreement to the City's Sewer Maintenance Fund.

Section 3. The City shall have the right at any time, based on staff's recommendations, to prepay without premium or penalty, the outstanding principle balance of the Purchase Money Promissory Note, or any portion thereof, with interest payable through the date of such prepayment.

Section 4. This Agreement shall terminate when the City has satisfied all of its obligations to repay the Sewer Maintenance Fund pursuant to the Purchase Money Promissory Note, including interest.

Section 5. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

Section 6. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of, the principal of or interest on the Purchase Money Promissory Note.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF PLACENTIA, CALIFORNIA

Damien R. Arrula, City Administrator

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

ATTACHMENT NO. 1

PURCHASE MONEY PROMISSORY NOTE

\$1,552,000

Placentia, CA
October 18, 2016

The General Fund of the City of Placentia, for value received, hereby promises to pay to the City's Sewer Maintenance Fund, the principal sum of One Million Five Hundred Fifty-Two Thousand (\$1,552,000), in lawful money of the United States of America together with interest thereon on the unpaid balance thereof from the date hereof at a rate equal to the average annual rate earned by the State of California's Local Agency Investment Fund (LAIF). With respect to this Purchase Money Promissory Note, the General Fund shall pay all principal and interest on this note to the Sewer Maintenance Fund within one (1) year. Interest shall be computed upon the basis of a three hundred sixty-five (365) day year and a thirty (30) day month.

This Note is the Purchase Money Promissory Note referred to in the Repayment Agreement dated as of October 18, 2016, between the City's General Fund and its Sewer Maintenance Fund, and is entitled to all the benefits and is subject to all the limitations provided for therein. Reference is made to said Agreement for, inter alia, the rights of prepayment and the sources of payment of the principal and interest on this Purchase Money Promissory Note.

CITY OF PLACENTIA, CALIFORNIA

Damien R. Arrula, City Administrator

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney